

Terms of Service of LiveWebinar Website

I. Definitions

The definitions used herein have the following meaning:

1. **Terms of Service** - the Terms of Service of electronic services within the Website.
2. **Website** - the website available at <https://www.LiveWebinar.com>.
3. **User** - a person, legal entity or organizational unit without legal personality to which the provisions of law attribute a legal capacity. The Registered User, the Presenter or the Participant may be the User.
4. **Registered User** - the User who registered a personal account on the Website. The Registered User may be only a person who conducts business activity and registers and uses the Website within and for purpose of its professional or business activity.
5. **Presenter** - a natural person invited by the Registered User to conduct a meeting in the Room.
6. **Participant** - a natural person invited by the Registered User to participate in a meeting in the Room.
7. **Guest** - the Participant or the Presenter.
8. **Material of User** - verbal, graphical, text, audio or video content that the User may post via the Website or on the Website. The Material of User cannot include the images of natural persons unless they are available only to Guests.
9. **Website Owner** - RTCLab Sp. z o.o. with its registered seat at Al. Grunwaldzka 212, 80-266 Gdańsk, Poland, entered into the register of entrepreneurs by District Court Gdańsk-Północ in Gdańsk, VII Commercial Department of National Court Register under no. KRS 0000613170, REGON: 364221213, with share capital in amount of 50,000 PLN.
10. **Consumer** - a person who uses the Website for purposes not directly related to their business or professional activities.
11. **Room** - the functionality of the Website which allows the Users to conduct audio and video communication and to transmit text messages.
12. **Private Room** - the Room the access to which is granted to Users invited by the User who created the Private Room.
13. **Fee for Website Service** - the fee allowing the Registered Users to have an access to services and certain functionalities for a pre-defined period. The amount of the Fee is based on current Price List and can be subject to change; such a change does not amend the Terms of Service.
14. **Reference Period** - 30 calendar days.
15. **Price list** - current service pricing is listed on the website. The listed prices are net prices

II. General Provisions

1. These Terms of Service define the rules for use of the Website.

2. The Website is maintained by the Website Owner.
3. The main aim of the Website is to enable the Users to conduct mutual audio, video or text communication within the Rooms.
4. These Terms of Service specify in particular:
 - a. rules for registration and use of an account within the framework of the Website,
 - b. rules for use of the Website, including rules for transmitting data by the User onto the Website,
 - c. rules for use of the Room and other functionalities available within the framework of the Website,
 - d. rules for use of newsletter service,
 - e. complaints' procedure,
 - f. information on and rules for personal data protection.
5. The minimum hardware requirements to enable use of the Website are as follows:
 - a. A computer with an access to the Internet;
 - b. An access to e-mail or mobile phone;
 - c. Recommended monitor resolution: 1024x768 pixels;
 - d. Available Web Browsers - detailed information on compatible web browsers is updated and available [here](#).
 - e. In order to use the video functionality, the User's computer must be equipped with a camera and microphone.
6. The Users can get an access to the Terms of Service at any time via a link located on the home page of the Website.
7. The Website Owner makes effort to give the Users the opportunity to use all functionalities of the Website 24 hours a day. However, the Website Owner reserves the right to temporarily suspend the operation of some or all functionalities of the Website in order to carry out maintenance, updates or repairs.
8. The Website Owner makes efforts to ensure that all functionalities of the Website are reliable. However, the Website Owner is not responsible for deficiencies in the functioning of the Website.
9. The Website Owner may organize contests, promotions and games independently or jointly with other entities for some or all Users. The conditions of such contests, promotions or games shall be specified in separate regulations available within the framework of the Website.

III. Rules of Use of the Website

1. All graphical elements, technology solutions and other elements of the web page on the Website, in particular HTML and XHTML codes, CSS sheets, JavaScript scripts and multimedia links, as well as software available via the Website, are protected by copyrights to which the Website Owner is entitled.
2. The User is not allowed to copy or store neither elements nor the entire Website and its components in any manner, shape or form.
3. The Users meeting the condition specified in 1.4 above have the possibility to log in (sign up) on the Website by registration of an User's personal account on the Website. Registering and creating an account on the Website is a condition to have an access to some functionalities of the Website.
4. The registration is made by completing and accepting the registration form available on the Website, in which the User must provide the following information: name and surname, e-mail address or number of mobile telephone.
5. The consent to provisions of the Terms of Service and providing data specified during the registration procedure are mandatory conditions of registration.
6. As a rule, using functionalities of the Website by the Registered Users is payable (Fee for Website Service), however the Website Owner may allow a free trial period or free access to certain or all functionalities - during a trial period the Registered User is only permitted to have an access to one trial account.
7. The Website use Agreement is concluded with the Registered User by registration of the User's account and after receipt of payment or payment confirmation according to point 10, subject to point 6 above. At the time the Website use Agreement is concluded, along with the registration of the User's account, a separate agreement on entrustment with the Guests' personal data processing is concluded between the Website Owner and the Registered User, the content of which is available at this link [___]. The agreements with the Registered User specified above are concluded for a joint indefinite period of time. The agreement on entrustment with Guests' personal data processing is terminated the day when the Website Use Agreement is terminated or expired.
8. The Registered User may at any time terminate the Website Use Agreement by unregistering the User's account or by terminating the Website Use Agreement - termination of the agreement is made immediately. If the reason for termination is different from one described in point 9, a refund for the User may not apply for the remaining Reference Period.
9. The Registered User may terminate the Website Use Agreement if the Website Owner fails to meet the agreed requirements, provided that the User has lodged a complaint describing the issue and the Website Owner had not issued a solution within the 30-day period. In such a case the Registered User has the right to claim a refund of the Fee for Website Service, that was already paid, proportionally to time left until the end of the Reference Period. Any further liability of the Website Owner is excluded towards the Registered Users and the Users not being the Consumers.
10. The conclusion of the Website Use Agreement is made upon receiving payment or payment confirmation of the Fee for Website Service to the account of the Website Owner and an access to the account is not granted until this time.

11. The Registered User makes payment of the Fee for Website Service by providing their credit card information to the Owner Website or registered payment provider within the requested time frame. A list of accepted credit cards is on the website.

12. The Fee for Website Service for the Reference Period is charged from the Registered User in advance; it entitles the Registered User to use the Website until the end of the Reference Period. At the end of the Reference Period the Fee for Website Service is automatically charged for the next Reference Period in accordance with the Price List current as of the day of commencement of the original Reference Period.

13. By accepting the Terms of Service the Registered User agrees to automatic collection of Fees for Website Service from credit card in the amount agreed at the commencement of Reference Period. In case that automatic collection of Fees for Website Service from credit card is not possible, the Website Owner informs the Registered User by asking to update information related to the credit card. In case that the Fees for Website Service for the next Reference Period are not paid the Website Owner blocks access to functionality of the Website for a period of 30 days. If during this period the Registered User does not renew automatic collection from credit card the Website Owner is entitled to terminate the Website Use Agreement immediately and without further notice.

14. The User may conclude an agreement with the Website Owner for free delivery to the User a newsletter issued in electronic form by the Website Owner. The newsletter is delivered to the e-mail address specified by the User, at the time chosen by the Website Owner. The newsletter delivery agreement is concluded for an indefinite period of time, and each party may terminate it at any time with immediate effect.

15. The Website Owner may terminate the Website Use Agreement or prevent the use of the Website or block or limit certain parts of the service with immediate effect, if the Registered User:

- a. during the registration process or during the payment process provides on the Website data which is untrue, inaccurate or outdated, misleading or which violates the rights of the third parties,
- b. infringes personal rights of the third parties through the Website, in particular personal rights of other Users of the Website,
- c. commits other violations against binding laws, good practices or principles of social coexistence or commits actions detrimental to the reputation of the Website Owner, its employees, co-workers or contractors,
- d. registers more than one trial account.

16. If the account was terminated for reasons specified in point 13 or 15, no refund can be made for use of the website or reimbursement of incurred costs, for the remaining Reference Period.

17. A person who is denied the right to use the Website cannot register again without prior consent of the Website Owner.

18. The User of the Website is obliged in particular to:

- a. not deliver or disseminate any content prohibited by law,
- b. refrain from activities such as transmitting or posting commercial information within the Website, which is not ordered,
- c. use the Website in a manner which does not disturb its operation,
- d. use any content contained within the Website only for personal use,
- e. use the Website in a manner which complies with all applicable laws and provisions of the Terms of Service.

IV. Rules for Use of Functionalities of the Website and Transmission of Material of User

1. Using certain functions of the Website requires registration and conclusion of the Website Use Agreement. The Users joining the Room as participants are not obligated to any registration or conclusions of agreements.
2. The basic functionality of the Website is enabling video, audio and text communication between Users in the same Room. In order to use basic functionalities of the Room there is no need to install additional software. The use of some functionalities of the Room may require the installation of additional software, about which the User will be informed on the Website.
3. In order to gain an access to the Room the User shall type the URL address in their web browser. The name of each User who starts using the Room is shown to other Users of this Room. In the case of the Private Room, the User may begin using such a Room only after being accepted by the User, who created the Private Room.
4. The communication is possible only between Users who use the same Room at the same time. The Website does not save any communications between the Users.
5. The Registered User may create the Private Room through functionality available after logging in (signing in) to their own personal account. The Registered User always has an access to the Private Room created by them. The Registered User may adjust some elements of the Private Room within the options made available by the Website Owner. The Registered User, who created the Private Room, may delete the Private Room from the Website at any time.
6. By posting Materials of User or containing Materials of User within the Website the User presents their own views and opinions and takes full responsibility for the published content. The Website Owner is not liable for any Materials of User, unless such liability is provided by applicable law.
7. The User is not allowed to post materials of User or contain materials of User within the Website which are: against the law, pornographic, racial hatred, religious hatred, ethnic hatred, propagate violence or vulgarity and constitute general violation of applicable laws and principles.
8. Using the Room for purposes which do not comply with applicable laws, particularly aimed at the organization of gambling, including poker, is also not allowed.

9. Each Material of User which is posted or placed on the Website must be the result of their personal creativity or the User must be authorized by the owner of the Materials to use them within the Website, as well as meet the following requirements:

- a. content of the Material of User must comply with good practices, in particular it cannot include offensive information,
- b. content of the Material of User must not violate copyrights or other similar rights, including the right to image protection, as well as the personal rights of any third parties,
- c. content of the Material of User must not constitute direct and intentional commercial information related to entities other than the Website Owner.

10. The Owner of the Website reserves the right to remove or block possibility of posting and placing Materials of User which violate the Terms of Service without notice to the User, as well as the right to block participation on the Website in relation to individuals violating provisions of the Terms of Service or provisions of general and applicable law.

11. When posting Material of User or placing Material from the User on the Website the User grants the Website Owner a non-exclusive license to use the content of the Material of User as a whole, as well as all elements included in the Material of User, in whole and in fragments, with or without modifications, with no time limit, free of charge and without territorial restrictions, together with the right to sublicense, free of charge, on the same terms, in order to enable providing services through the Website.

12. The Website Owner or a moderator assigned by the Website Owner shall be entitled to any transfer or modification of the Material within the framework of the Website in any manner, as well as to blocking or removing the Material of User or entire discussions if the Material of User violates the Terms of Service.

13. The Website Owner reserves the right to fine the User who violates the Terms of Service by posting contents or other materials of commercial nature, as well as placing advertisements on commercial terms.

14. If in connection with a breach of law or rights of a third party by any Material of User posted or placed on the Website for which the Website Owner may be liable whatsoever, the User is obliged to exempt the Website Owner from such liability to the fullest extent permitted by law, and if the Website Owner incurs losses or expenses, to reimburse such losses or expenses up to the full amount.

V. Right to Withdrawal for the Consumer

1. The rules specified below are related to agreements:

- a. Website Use Agreement,
- b. for a newsletter.

2. The User who is the Consumer is entitled to withdraw from a distance agreement within 14 days as of the date of its conclusion via the form constituting Annex no 2 to the Consumer Rights Act. To observe the time-limits it is sufficient to send a declaration of intent before that date. The form

constituting an annex to the above mentioned act, supplemented by data of the addressee, is an appendix to these terms of service and is available within the account panel. The Consumer is not entitled to withdraw from an agreement in relation to the following agreements:

- a. service agreement, if the Website Owner has performed the service fully upon the explicit consent of the Consumer, who had been informed before commencing the service, that after performing the service by the Owner, they lose their right to withdrawal,
- b. on providing newspapers, periodicals and magazines, except for subscription agreement,
- c. on providing digital contents, which are not saved on a material carrier, if performance of an agreement commences upon the explicit consent of the consumer before the end of the time limit for withdrawal and after informing them by the Owner on losing the right to withdrawal,
- d. in other cases specified by applicable laws.

3. Depending on a type of agreement concluded by the Consumer with the Website Owner regarding the Website, the Website Owner may, in regards to nature of goods or services offered to the consumer:

- a. require from the consumer a consent to commence rendering services before the time limit for withdrawal from a given distance agreement;
- b. require from the consumer a consent to rendering services in whole before the time limit for withdrawal from a given distance agreement;
- c. require from the consumer a consent to rendering services in the form of delivery of digital contents not recorded on a material carrier before the time limit for withdrawal from a given distance agreement.

VI. Complaints

Any other complaints related to the use of the Website shall be addressed to support@LiveWebinar.com. The complaint application shall include the reason of complaint.

The Website Owner is obliged to deal with each complaint within 14 calendar days.

VII. Personal data

1. The Registered Users' personal data is processed by the Website Owner in accordance with the principles specified in the Privacy Policy available here [link].

2. The Users' personal data in relation to using website in a manner **not** related to using the Rooms (automatic collection) is processed by the Website Owner in accordance with the principles specified in the Policy on Cookie and other technologies on the website available here [link].

3. The personal data of Guests in relation to using the Rooms is processed by the Registered User, who invited the Guest to participate in the Room. In this context the Controller of data of the Guests, who use the Rooms, is thus the Registered User. If such a Registered User is covered by the EU law, all and any rights of the Guests and obligations of this Controller within the meaning of the Regulation (EU)

2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation GDPR) are performed in relation to the Registered User. If the Registered User is not covered by the EU law, the aforementioned aspects are regulated by other law applicable for this Registered User.

4. In the context of point 3 above the Website Owner is the processor which has been entrusted with processing the personal data of the Guests by the Registered User under the separate agreement constituting attachment to these Terms of Service.

5. The personal data provided in order to obtain newsletter delivery service is processed by the Website Owner in accordance with the principles specified in the attachment to these Terms of Service - Personal data in newsletter service.

VIII. Liability of the Owner of the Website

1. The liability of the Owner of the Website, its agents, employees (regardless of basis of employment), entities related to the Owner of the Service and subcontractors is limited only to the amount of the last Fee for Website Service paid by the Registered User - Fees for Website Service may be refunded only in cases specified in the Terms of Service or if it is required by law. The liability of the Website Owner, its agents, employees (regardless of basis of employment), entities related to the owner of the Service and subcontractors is in particular excluded for indirect damages and lost income.

2. Limitation of liability referred to in point 1 above does not apply to cases in which damage was caused intentionally.

3. Limitation of liability referred to in point 1 above does not apply to cases in which the claimant is the Consumer and limitation of liability is excluded under applicable law.

IX. Final Provisions

1. In case of the Users who/which are not the Consumers, the competent court for any disputes arising from the use of the Website is the court competent for the registered seat of the Website Owner.

2. In any matters not governed herein, the provisions being in force at the territory of Poland shall apply.

3. These Terms of Service shall enter into force as of 24 May 2018.

4. The Website Owner may amend the Terms of Service due to important reasons. The amendments may be dictated by changes related to technological, legal, economic or organizational activities conducted by the Website Owner, as well as changes in structure or content of the Website or in the offer of the Website Owner. Any amendments to the Terms of Service shall be communicated to the User on the Website and shall come into force as of the date of notification of amendments to the Users, including through publication of the Terms of Service in new version on the Website, together with notification of content and amendments.

5. The Registered Users are notified of an amendment to the Terms of Service also via e-mail and have 14 days as of the date of notification to terminate the Website use agreement, if they do not consent

to the amendments, by removing the User Account or termination takes place as of the date specified in the Terms of Service. Account removing or termination of the Website Use Agreement due to amendments to the Terms of Service does not entitle the User other than the Consumer to claim any refund of Fee for Website Service or any other claims for reimbursement of fees or other compensation.

6. For the avoidance of doubt, it is stated that a change to the Price List does not constitute an amendment to the Terms of Service. An amendment to the Price List does not affect the amount of Fees for Website Service for Reference Periods prior to the amendment.

Attachments:

1. Attachment related to personal data in newsletter service.

Attachment no. 1 to the Terms of Service of the Website www.LiveWebinar.com

PERSONAL DATA WITH REGARD TO NEWSLETTER SERVICE

Information note regarding provisions of the Regulation of the European Parliament and of the Council (UE) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR).

The Controller of your personal data in relation to newsletter service is RTCLab Sp. z o.o. with its registered seat in Gdańsk at al. Grunwaldzka 212, 80-266 Gdańsk, Poland, entered into the register of entrepreneurs of the National Court Register by District Court Gdańsk-Północ in Gdańsk, VII Commercial Department of National Court Register, under no. KRS 0000613170, with share capital in amount of 50,000 PLN, NIP (Tax Identification Number): 5842748894.

Personal data is processed on the basis of the provisions of the REGULATION OF THE EUROPEAN PARLIAMENT AND THE COUNCIL (UE) 2016/679 of 27 April 2016 (hereinafter referred to as **GDPR**), and also other provisions of Polish law.

Data protection supervisor in the company of the Controller is available at the correspondence address RTCLab Sp. z o.o., al. Grunwaldzka 212, 80-266 Gdańsk, Poland, and also at the e-mail address dpo@rtclab.com.

In order to perform obligations arising from GDPR the Controller provides hereby the following information on processing of your personal data regarding newsletter service:

1. Processing of the following categories of your personal data: e-mail address, is necessary to perform newsletter service agreement in electronic form concluded by and between you and the Controller (Article 6(1) point (b) of GDPR) and for this purpose the data is processed.
2. The following categories of your personal data: e-mail address, are transferred to other entities for purposes necessary for their processing in accordance with the purpose of processing declared by the Controller or in accordance with your instruction. The recipients to which we transfer your data are AMAZON WEB SERVICES INC. in USA.
3. The Collector intends to transfer the following categories of your personal data: e-mail address, to the United States of America (USA). This country provides the appropriate standards of protection and security of your personal data, which is confirmed by the European Commission in so-called Privacy Shield.
4. The Controller processes your personal data specified above until termination of the newsletter service agreement, which also means unsubscribing from a mailing list by clicking the appropriate link contained in a given e-mail sent within the newsletter.

5. You have the right to demand from the Controller to have an access to the personal data related to you, its rectification, erasure or restriction of its processing, to object to processing, and also the right to transfer the data.
6. You have the right to lodge a complaint against the Controller or activities related to processing of your personal data with supervisory authority, in particular in a member state of the European Union of your habitual residence, your place of work or place where alleged breach has taken place, if you believe that processing of your personal data breaches the provisions of GDPR. In Poland the mentioned authority is the President of the Office of Personal Data Protection.
7. Providing personal data is voluntary. The consequences of not providing data are as follows:
 - lack of possibility to use newsletter service, performing of which requires data.

(more about your rights at the end of this document)

You have right to object at any time – due to reasons related to your particular situation – to processing of personal data related to you based on your consent or legally justified interest of the Controller (see information above), including profiling. **In case of such an objection to the Controller, your personal data is no longer allowed to be processed, unless the Controller proves that there are important and legally justified grounds to process, overriding your interests, rights and freedoms, or proves that there are grounds to establish, exercise or defend legal claims.**

If your data is processed in accordance with the information above for purpose of direct marketing, you have the right, at any time, to object to processing of your personal data for purposes of such a marketing, including profiling, to the extent that processing is related to such a direct marketing. **In case of such an objection to the Controller your personal data is no longer allowed to be processed for such purposes.**

You may object in any manner, in writing, by e-mail or by telephone using data of the Controller specified at the beginning of this document.

Your Rights towards the Controller of Personal Data (hereinafter referred to as the Controller) as the data subject are as follows:

Right of access to data: Article 15 of GDPR. You have the right to obtain your data processed by the Controller (the Controller shall provide to you the copy of the data being subject to processing with fee regulated by GDPR as an option) and the information related to: the purpose of processing, categories of personal data concerned; the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular recipients in the third country or international organization; security related to transfer; where possible, the envisaged period for which the personal data will be stored, or, if it is not possible, the criteria used to determine such a period; the right to request from the Controller rectification or erasure of personal data or restriction of processing of personal data or to object to such processing; the right to lodge a complaint with a supervisory authority; where the personal data is not collected from you, any available information as to its source; automated decision-making, including profiling and principles of how they are made, as well as the significance and the envisaged consequences of such processing for you.

Right to rectification: Article 16 of GDPR. You have the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning you. Taking into account the purposes of the processing, you have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Right to erasure, so-called right to be forgotten: Article 17 of GDPR. You have the right to obtain from the Controller the erasure of your personal data without undue delay where one of the following grounds applies: the personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed; the data owner withdraws consent on which the processing is based and where there is no other legal ground for the processing; you object to processing and there are no overriding legitimate grounds for the processing in cases other than direct marketing; the personal data has been unlawfully processed; the personal data has to be erased for compliance with a legal obligation in European Union or member state law to which the Controller is subject; the personal data has been collected in relation to the offer of information society services. However, the law specified above shall not apply to the extent that the processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation which requires processing by European Union or member state law to which the Controller is subject or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; for reasons of public interest in the area of public health; for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in so far as the right referred to above is likely to render impossible or seriously impair the achievement of the objectives of that processing; for establishment, exercise or defence of legal claims.

Right to restriction of processing: Article 18 of GDPR. You have the right to obtain from the Controller restriction of processing where one of the following applies: the accuracy of the personal data is contested by you - for a period enabling the Controller to verify the accuracy of this personal data; the processing is unlawful and you oppose the erasure of the personal data and request the restriction of its use instead; the Controller no longer needs the personal data for purposes of the processing, but it is required by you for establishment, exercise or defence of legal claims; the owner of data has objected to processing - pending the verification whether the legitimate grounds of the Controller override grounds of complaint of the person to whom data is related to, except for processing for purposes of direct marketing. Where processing has been restricted, such a personal data shall, with exception of storage, only be processed with your consent or for establishment, exercise or defence of legal claims or for protection of the rights of another natural or legal person or for reasons of important public interest of the European Union or a member state.

Right to data portability: Article 20 of GDPR. You have the right to receive your personal data, which you have provided to the Controller, in a structured, commonly used and machine-readable format and have the right to transmit that data to another controller without hindrance from the Controller, where: the processing is based on consent or on a contract, and the processing is carried out by automated means. You have the right to have the personal data transmitted directly from the Controller to another controller, where technically feasible.

Right to object to data processing: The information about these rights was included by the Controller in the box below the main information, above.

You may exercise these rights in any manner, including by e-mail to the address support@LiveWebinar.com, by mail to the address of the Controller specified at the beginning of this document.