

Redge Media Cloud

General Terms and Conditions of Service

1. DEFINITIONS

The expressions used herein shall have the following meanings, unless the context in which they are used indicates otherwise:

- 1.1. “Agreement for the provision Redge Media Services”** means an agreement for the provision of the Redge Media Services, specifying the mutual rights and obligations of the Parties in connection with the provision of the Redge Media Services by the Supplier, concluded by the Client via the Supplier’s Website through performance of all actions necessary to use the Redge Media Services offered by the Redge Technologies (in particular, this means the Registration by the Client in accordance with the scope and requirements specified by the Supplier and acceptance of these GTCS) as well the successful passing of the Verification carried out by the Supplier. The Agreement for the provision of the Redge Media Services is deemed to have been concluded upon successful completion of the Verification;
- 1.2. “Billing Period”** means the period of 1 (one) calendar month for which the fee is billed by the Supplier. The first Billing Period lasts from the first day of provision of the Redge Media Services in a given month until the end of that month;
- 1.3. “Business Day”** means a day from Monday to Friday, excluding public holidays in Poland;
- 1.4. “Civil Code”** means Act of 23 April 1964 – the Polish Civil Code (Journal of Laws of 2020, item 1740, as amended);
- 1.5. “Client”** means an entity being an entrepreneur conducting business or professional activity on its own behalf as defined in art. 43¹ of the Civil Code, which through Registration, acceptance of these GTCS and positive passing of the Verification, in the manner and under the conditions specified in the GTCS, has

become a party to the Agreement for the provision of the Redge Media Services with the Supplier, under the condition that the Agreement for the provision of the Redge Media Services will be directly related to the business activity conducted by the Client, which has professional nature for this Client;

- 1.6. “Client’s Account”** means the account in the IT system provided by the Supplier, which needs to be created in order to purchase and manage the Redge Media Services;
- 1.7. “GDPR”** means 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);
- 1.8. “General Terms and Conditions of Service” or “GTCS”** means these Redge Media Cloud Terms and Conditions of Service which are available at the Supplier’s Website (<https://cloud.redge.media>);
- 1.9. “Parties”** means jointly the Supplier and the Client;
- 1.10. “Payment Operator”** means the entity that handles payments made by the Client to the Supplier in connection with the provision of the Redge Media Services;
- 1.11. “Personal Data”** means personal data within the meaning of Article 4(1) of the GDPR concerning the Client or a person acting on behalf of the Client, obtained by the Supplier through the Registration;
- 1.12. “Personal Data Subject”** Client (being a natural person) or a natural person acting on behalf of the Client, who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or society identity of that natural person;
- 1.13. “Price List”** means the price list of the Redge Media Services published on the Supplier’s Website, on the basis of which the remuneration due to the Supplier for the provision of the

Redge Media Services is calculated. Prices contained in the Price List are net prices and do not include value added tax (VAT), which will be required separately, in the amount due in accordance with separate regulations;

- 1.14. “Redge Media Services”** means Redge Media services provided by the Supplier to the Client electronically on a continuous basis under the concluded by the Parties Agreement for the provision of the Redge Media Services and these GTCS;
- 1.15. “Registration”** means completion of a registration sign-up form by the Client in the scope and in accordance with the requirements determined therein, including the creating of the Client’s Account and granting by the Client to the Supplier the authorisation to store and process the Client’s data, including Personal Data;
- 1.16. “Supplier” or “Redge Technologies”** means Redge Technologies sp. z o.o. with its registered office in Warsaw, ul. Ostrobramska 86, 04-163 Warszawa, entered into the register of entrepreneurs of the National Court Register under the KRS number 0000287417, whose records are maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, VAT no.: PL1132687365, statistical identification number REGON: 141103558; with the share capital of 500 000,00 PLN;
- 1.17. “Supplier’s Website”** means the website at the domain <https://cloud.redge.media>, where the details of the provision of the Redge Media Services are presented and through which the Client may register and log in to the Client’s Account and order the Redge Media Services to be provided by the Supplier under the concluded by the Parties Agreement for the provision of the Redge Media Services and these GTCS;
- 1.18. “Suspension of Services”** means temporarily disabling the Client from using the Redge Media Services;
- 1.19. “Verification”** means the Supplier’s verification of:
- (a) the fulfilment by the Client of the conditions for being able to use the Redge Media Services and becoming a party to the Agreement for the provision of the Redge

Media Services (obtaining the Client status). The Verification is performed in particular, but not limited, on the basis of data from the "VIES" system, Client's website address, Client's e-mail address, Client's company name or other available data or registers;

- (b) validity/ existence of the payment card with the numbers indicated by the Client. Failure to confirm the validity/ existence of a payment card excludes the possibility of a positive Verification, and consequently prevents the conclusion of the Agreement for the provision of Redge Media Services.

2. GENERAL PROVISIONS

1. These General Terms and Conditions of Service establish the rules for the provision by the Supplier to the Client of the Redge Media Services.
2. The proposal for conclusion of the Agreement for the provision of the Redge Media Services is addressed exclusively to entities that are entrepreneurs conducting business or professional activities on their own behalf within the meaning of Article 43¹ of the Civil Code and will be concluded exclusively with such entities.
3. A natural person conducting business or professional activity may perform the Registration only if the Agreement for the provision of the Redge Media Services concluded on that basis will be directly related to the business activity conducted by this natural person, which has professional nature for this person, resulting in particular from the object of the business activity conducted by said person (made available under the provisions on the Central Registration and Information on Business or on the basis of data obtained from another competent register, appropriate for a natural person who does not have a place of residence or place of business activity in Poland). The conclusion of the Agreement for the provision of Redge Media Services with a consumer is strictly excluded.
4. By completing the Registration via the registration sign-up form available at the Supplier's Website, the Client agrees to be bound by the terms of these General Terms and Conditions of Service. Making a Registration is equal to a declaration of intention to conclude the Agreement for the provision of the Redge Media Services with the Supplier.
5. The Client concludes the Agreement for the provision of the Redge Media Services at its own risk, and in particular the Supplier shall not be liable for any occurrence of a damage (material and/or personal) arising in connection with the provision of the Redge Media Services, unless such liability of the Supplier is in a direct causal connection between the Client's damage and the Supplier's culpable act or omission in connection with the provision of the Redge Media Services.

6. By accepting these GTCS, the Client agrees that by concluding the Agreement for the provision of the Redge Media Services, the Supplier shall have no liability beyond that which is expressly indicated in the provisions of these GTCS.

3. RULES FOR THE VERIFICATION

1. The Supplier, prior to commencing the provision of Redge Media Services, as well before making a billing for a given Billing Period, shall verify the Client's fulfilment of the conditions enabling the use of the Redge Media Services.
2. The Verification is performed in particular, but not limited, on the basis of data from the "VIES" system, Client's website address, Client's e-mail address, Client's company name or other available data or registers. Part of the verification is the confirmation of the validity/ existence of the payment card with the numbers indicated by the Client.
3. The Supplier requires the Client to register a valid payment card at the Supplier's Website. Once the payment card has been registered, the Payment Operator may immediately charge a small amount (maximum 1 Euro) to confirm its validity/ existence. This amount will be reimbursed by the Payment Operator as soon as the validity/ existence of the payment card is confirmed.
4. Failure to confirm the validity/ existence of a payment card excludes the possibility of a positive Verification, and consequently prevents the conclusion of the Agreement for the provision of Redge Media Services.
5. The Verification prior to commencing the provision of Redge Media Services is performed by the Supplier within 14 Business Days from the date of the proper Registration made by the Client.
6. Verification of the Client's data in the scope of fulfilling the conditions enabling the use of Redge Media Services may be carried out independently of the verification in the scope of the validity/existence of the payment card. The Verification in the scopes indicated in the previous sentence may be carried out in any order (one part of the Verification does not block the other part).
7. Negative Verification shall be grounds for refusal to commence of the Redge Media Services and to conclude of the Agreement for the provision of the Redge Media Services.
8. The Supplier will inform the Client of a positive/ negative Verification result via the e-mail address provided by the Client during the Registration.

4. RULES FOR THE REDGE MEDIA SERVICES

1. The provision of the Redge Media Services shall begin on the date of conclusion of the Agreement for the provision of the Redge Media Services and shall continue for an indefinite period unless terminated in accordance with these GTCS.

2. The Supplier agrees to provide the Redge Media Services described at the Supplier's Website for the remuneration calculated on the basis of the Price List.
3. The specification of the Redge Media Services governed by the Agreement for the provision of the Redge Media Services is described on the Supplier's Website detailing the particular service that the Client intends to purchase based on the description existence on the date of conclusion of the Agreement for the provision of the Redge Media Services. The Supplier may modify the services from time to time. If the description of the Redge Media Services changes after the date of conclusion of the Agreement for the provision of the Redge Media Services, the Supplier shall have no obligation to modify the services to reflect such change. Changes resulting from these activities and any extension of the range of Redge Media Services offered shall not be deemed as a change to the terms and conditions of cooperation between the Parties, for which the Client's approval is required.
4. The Client acknowledges that all intellectual property rights to the Redge Media Services and any modifications thereto are and will owned to the Supplier and under the Agreement for the provision of the Redge Media Services, as well under these GTCS, no copyrights are transferred or licenses granted. The Client will have no rights to the Redge Media Services other than the right to use them in accordance with the Agreement for the provision of the Redge Media Services and these GTCS..
5. The Supplier does not represent or warrant that the Redge Media Service will be error-free or available at all times, the provision of the Redge Media Services will be uninterrupted or without delay, defects will be repaired. The Client agrees that the Supplier is not responsible for unauthorised access or alteration of the Client's data. The Supplier disclaims any and all warranties regarding services provided by third parties, regardless of whether those services appear to be provided by the Supplier.
6. The Supplier warrants that the Redge Media Services will comply in all material respects with the specification. If the Client notifies the Supplier in writing of any defect or fault in the Service as a result of which it does not comply in all material respects with the Specification and such defect or fault is not due to the Client or anyone acting under the authority of the Client having used the Service outside the terms of the Agreement for the provision of the Redge Media Services or for a purpose or in a context other than the purpose or context for which it was designed, the Supplier shall, depending on the Supplier, do one of the following: (a) replace the service; or (b) repair the service, provided that the Client provides any information that may be necessary to assist the Supplier in resolving the defect or failure. However, if both replacement and repair appear to be financially unreasonable to the Supplier, the Supplier shall terminate said Agreement for the provision of the Redge Media Services with immediate effect.

5. OBLIGATIONS OF THE CLIENT

1. In order to place an order for Redge Media Services, the Client is obliged to provide truthful data, including Personal Data. The Client is fully responsible for the accuracy and completeness of all data (such as billing address or payment card expiration) and timely notification of changes to such data. The Supplier shall not be liable for the consequences of the Client's failure to notify changes or inaccuracies or completeness of its data.
2. The Client shall be obliged to inform the Supplier of any changes to its contact details required for invoicing and delivery, as well as changes to its contact e-mail address.
3. The Client agrees to pay the remuneration due to the Supplier at the end of the relevant Billing Period. The Client represents and warrants to the Supplier that the information that the Client has provided and will provide to the Supplier to establish and maintain the Redge Media Service are complete and correct.
4. The Client shall not be entitled to withhold any payment due to the Supplier in the event of problems with the operation or availability of the Redge Media Services, if these are not the culpability of the Supplier.
5. The Client is obliged to make timely payments for the provision of the Redge Media Services.
6. The Client, by concluding the Agreement for the provision of Redge Media Services, undertakes to comply with the provisions of the applicable law when using Redge Media Services and not violate the rights of third parties, in particular the Client undertakes not to violate copyright, industrial property rights and the rights of third parties concerning the protection of business secrets.
7. The Client represents and warrants to the Supplier that the Client has the necessary knowledge and experience to use the Redge Media Services in accordance with the specification of the Redge Media Services made available on the Supplier's Website.
8. The Client undertakes that, while using the Redge Media Services, the Client shall not hold or make available any information or data that violate applicable laws or legitimate interests of third parties, nor shall it make any reference to such data or information. In particular, the Client will not hold or make available any data or information of any nature connected with any content harmful to minors, promoting racial, ethnic or national hatred, content threatening public health and safety, promoting illegal products or violating any ban on the marketing of such products, or any content harmful in the light of the rules of good social conduct.
9. In connection with the performance of the Agreement for the provision of the Redge Media Services, the Client represents that all data, information, files or applications stored and shared by the Client as a part of the use of the Redge Media Services do not infringe any

rights of third parties, including copyrights, rights in trademarks, trade secrets and personal rights.

10. The Client is obliged to compensate the Supplier for any damage that the Supplier may suffer in connection with the use by the Client of the Redge Media Services provided to it in violation of the provisions of the applicable laws and third-party rights.
11. In the event that a third party makes any claim against the Supplier relating to unauthorised or illegal use of the Redge Media Services by the Client, the Client shall take all steps necessary to protect the Supplier from such claims. In particular, the Client undertakes to promptly provide the claimant with an explanation, to provide the Supplier with legal assistance, to enter into proceedings alongside or in place of and indemnify the Supplier against any claim, and to reimburse the Supplier for its legal fees and other litigation-related expenses.
12. In the event that Client uses the Redge Media Services illegally and in violation of the rights of third parties, the Supplier shall have the right to delete such data and information or prevent their storage and sharing.
13. The Client agrees not to use any software or tools that may adversely affect the way Redge Media Services operates and the Supplier's ability to provide and offer Redge Media Services to the Clients and third parties.
14. The Client shall keep at least one recent backup with its data in an infrastructure other than the infrastructure provided by the Supplier.
15. The Client shall not use in any form any trademarks, names and designations associated with Redge Technologies without the Supplier's prior consent made in writing under the pain of nullity.
16. The Supplier shall have the right to use free of charge Client's name (also in the form of the logotype with the Client's name) in reference lists unless the Client objects to this in writing.

6. OBLIGATIONS OF THE SUPPLIER

1. The Supplier shall provide the Client with the possibility to access and use the Redge Media Services and shall provide the Redge Media Services with due care and with regard to the parameters as set out at the Supplier's Website.
2. The Supplier shall provide the Client with access and the possibility to use the Client's Account and the Supplier's Website, and ensure the functionality of the Redge Media Services offered by the Supplier, in each case at the time of conclusion of the Agreement for the provision of the Redge Media Services with the Client.

3. The Supplier shall not be obliged to provide any functionality of the Redge Media Services other than that which it offers at the date of conclusion of the Agreement for the provision of the Redge Media Services with the Client.
4. The Supplier is not obliged to provide and assess the suitability of the Redge Media Services for the Client's purposes, or the functionality of the Redge Media Services specified by the Client and not guaranteed by the Supplier at the time of concluding the Redge Media Services Agreement.
5. The Supplier does not initiate the transmission of Client data in connection with access to and use of the Redge Media Services, does not select the recipient of Client data transmission, and does not select or modify Client data. The Supplier provides technical resources in the form of access to the Redge Media Services, while the content, form and use of the same are decided by the Client only. The Provider does not monitor the content of the Client data.
6. The Supplier shall make the tools and documentation of the Redge Media Services available to the Client via the Supplier's Website, in particular:
 - 6.1. tools and interfaces to determine the current status of the Redge Media Services;
 - 6.2. tools and interfaces to remotely manage the Redge Media Services;
 - 6.3. contact details for the Supplier's technical support;
 - 6.4. information about the level of usage of the Redge Media Services.

7. RULES FOR PAYMENT

1. Remuneration due to the Supplier for the provision of the Redge Media Services is calculated on the basis of the Price List. The Supplier may increase its charges for Redge Media Services by amending the Price List. The Price List change should always be implemented at the beginning of the next Billing Period. The Supplier shall notify the Client of such change within at least fourteen (14) days prior such change via the Supplier's Website and also optionally to the Client's e-mail address provided in the Client's Account. The Client is entitled to terminate Agreement for the provision of the Redge Media Services within fourteen (14) days of notification about amending the Price List (as referred to above) with a 1 (one) month notice, effective at the end of the next Billing Period. If the Client does not give written notice of terminate Agreement for the provision of the Redge Media Services, the Client will be deemed to have accepted the new charges shown in the Price List.
2. The Client acknowledges that the fee for the Redge Media Services is based on the Client's agreement to pay the fee for the entire Billing Period during which the Redge Media Services were activated. The fee is calculated based on the extent of the Client's usage of the relevant Redge Media Services (e.g. number of DRM licenses issued) and the Price List.

3. The Client accepts that if in a given Payment Period, in which the Client has used the Redge Media Services, the monthly fee calculated on the basis of the Price List does not exceed the amount of Eur 0.50 (fifty eurocents), the Client shall be charged a minimum fee of Eur 0.50 (fifty eurocents). For the avoidance of doubt, no fee will be charged for the Payment Period in which the Client does not use the Redge Media Services.
4. Payments for the Redge Media Services provided during the Billing Period are charged by the Payment Operator at the earliest when the invoice is sent to the Client's email address provided with the billing information. If the debit of the Client's payment card fails (e.g. technical problems, lack of funds, inactive card, etc.), the Payment Operator will try again and attempt to debit the payment card. After 4 (four) unsuccessful attempts, made each time within consecutive days from the date of the first unsuccessful charge to the Client's payment card, the Suspension of Services will occur.
5. The Client will be notified of each failed attempt by e-mail address provided during Registration or other appropriate e-mail address indicated by the Client. In order to resume the suspended Redge Media Services, the Client shall:
 - 5.1. pay the invoice manually (via the link dedicated for the manual payments placed on the invoice); or
 - 5.2. contact the Supplier via the e-mail address indicated at the Supplier's Website in order to confirm the method of payment and the conditions for resuming the suspended Redge Media Services.
6. Fees collected by the Supplier shall not be refunded unless expressly stated otherwise in these GTCS or such obligation arises from applicable law.
7. Invoices issued for a given Billing Period shall be sent by the Supplier to the Client's e-mail address within 15th day of the next Billing Period. Client's e-mail address shall be provided together with the Client's billing data (where the Client provides a different e-mail address for billing purposes, this address may be different from the e-mail address of the Client's Account).
8. It is assumed that the Client, by accepting these GTCS, agrees to receive electronic invoices.
9. If the Client indicates that there has been an error in the calculation of the fee due for the provision of Redge Media Services in a given Billing Period, the Client shall be entitled to request a correction of the invoice issued by the Supplier.
10. The Client shall be notified by the Supplier via e-mail address provided during Registration (or e-mail address of the Client's Account) of:
 - 10.1. the payment fails (notification after each unsuccessful attempt to debit the Client's payment card);

- 10.2. the Suspension of Services has occurred (notification with instructions to reactivate the Services).

8. LIABILITY OF THE SUPPLIER

1. Subject to the provisions of these GTCS, the Supplier shall be liable to the Client for the non-performance or improper performance of the Redge Media Services on general terms of the Civil Code.
2. The liability of the Supplier to the Client in connection with the Redge Media Services provided, is in any event limited to the value of the fees paid by the Client in connection with the purchase of such Service in the last three (3) months from the date of the damage, and, where the Redge Media Services has been delivered to the Client in a period of less than three (3) months prior to the damage, pro rata to the fees paid in that period.
3. The Supplier, in connection with the Redge Media Services provided to the Client, shall not be liable for:
 - 3.1 any permanent or temporary inability to provide Redge Media Services or for any failure to perform or improper performance of the Redge Media Services as a result of force majeure or other circumstances for which Supplier is not liable under generally applicable laws;
 - 3.2 any profits lost by the Client;
 - 3.3 effects of the improper use of the Redge Media Services by the Client;
 - 3.4 effects of any breach by the Client of the provisions of these GTCS;
 - 3.5 effects of any content made available by the Client while using the Redge Media Services;
 - 3.6 effects of the use of information authorizing access to the Services by a third party, if these parties have come into possession of such information as a result of disclosure by the Client.
4. The Parties hereby exclude mutual liability for non-performance or improper performance of the Redge Media Services Agreement to the extent of lost profits.

9. LIABILITY OF THE CLIENT

1. The Client shall be fully liable under the general principles of the Civil Code for breach of the provisions of these GTCS, including, in particular, those arising from failure to comply with the Client's obligations, use of the Redge Media Services in a manner inconsistent with the law and the provisions of these GTCS.
2. The Client acknowledges and confirms that the Supplier concludes the Agreement for the provision of the Redge Media Services with the Client relying on the aforementioned

representations and warranties of the Client accepting them as true. The Client shall be liable for any damages resulting from the Supplier concluding the Agreement for the provision of the Redge Media Services on the basis of false representations of the Client.

3. The Client shall be liable for access to and use of the Redge Media Services by any persons authorised for the same by the Client, including acts and omissions of such persons.

10. SUSPENSION OF SERVICES OR TERMINATION OF REDGE MEDIA SERVICES

1. Notwithstanding chapter 7, point 3 of these GTCS, the Client agrees that the Supplier may Suspend of Services without notice and without liability if:
 - 1.1. the Supplier reasonably believes that the Redge Media Services are being used by the Client in breach of the Agreement for the provision of the Redge Media Services or these GTCS;
 - 1.2. the Supplier reasonably believes that the Suspension of Services is necessary to protect its network or other customers;
 - 1.3. at the request of law enforcement or regulatory authorities.
2. The Supplier may at any time terminate the Agreement for the provision of the Redge Media Services for any reason by giving written notice to the Client.
3. The Client may terminate the Agreement for the provision of the Redge Media Services in case the Supplier commits a serious breach of contractual provisions and does not end such a breach within an additional period of 14 days set by the Client in writing.
4. The termination of the Agreement for the provision of the Redge Media Services shall not affect the Client's obligation to pay the remuneration due to the Supplier during the period when the for the provision of the Redge Media Services was in force.

11. PROCESSING OF PERSONAL DATA

1. The Personal Data controller is the Supplier: Redge Technologies sp. z o.o. with its registered office in Warsaw, ul. Ostrobramska 86, 04-163 Warszawa, entered into the register of entrepreneurs of the National Court Register under the KRS number 0000287417, whose records are maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, VAT no.: PL1132687365, statistical identification number REGON: 141103558; with the share capital of 500 000,00 PLN.
2. In all matters relating to the processing of personal data, please contact the following e-mail address: iodo@redge.com.
3. The condition for concluding the Agreement for the provision of the Redge Media Services is the proper Registration by the Client. By completing the Registration, the Client

represents that has read the GTCS and accepts their provisions, including the principles of Personal Data processing set out in this chapter 7 of the GTCS.

4. The Personal Data Subject, which provides Personal Data during the Registration, acknowledges that providing the Personal Data referred to in section 3 above is freely given; however, failure to provide such data results in the inability of concluding and performing the Agreement for the provision of the Redge Media Services with the Supplier.
5. Personal Data will be processed:
 - 5.1. for the purpose of concluding and performing the Agreement for the provision of the Redge Media Services with the Supplier, under the terms and conditions set out in these GTCS (in accordance with point (b) of Article 6(1) of the GDPR);
 - 5.2. for the purpose of compliance with a legal obligations which the Supplier is subject under generally applicable law, including tax and accounting law (in accordance with point (c) of Article 6(1) of the GDPR);
 - 5.3. for statistical and archival purposes of the Supplier which are the exercise of the legitimate interest pursued of the Redge Technologies (in accordance with point (f) of Article 6(1) of the GDPR);
 - 5.4. for the purpose of legitimate interest pursued by the Supplier of possibly establishing or pursuing claims or defending against claims (in accordance with point (f) of Article 6(1) of the GDPR);
 - 5.5. for the pursue of legitimate interest pursued by the Supplier of consisting of direct marketing (in accordance with point (f) of Article 6(1) of the GDPR);
 - 5.6. in case the Personal Data Subject gives additional freely given consent to send commercial information (within the meaning of the Act of 18 July 2002 on electronic services, i.e. Journal of Laws of 2020, item 344 as amended), the Supplier may provide the Client with commercial information concerning Redge Technologies and its affiliates, using electronic communication means, in particular by sending commercial information to the e-mail address or telephone number provided during Registration.
6. The recipients of the Personal Data may be the relevant public administration authorities and third parties cooperating with the Supplier to the extent necessary to operate and implement the Redge Media Services:
 - 6.1. other controllers who process the Personal Data made available by the Supplier on their own behalf: payment operators, legal advisers and accountants;
 - 6.2. entities that process Personal Data on behalf of the Supplier: entities cooperating with the Supplier when it is necessary to achieve the purposes set out in the these GTCS, entities providing accounting services, external providers of IT systems and IT services (including hosting and maintenance companies).

7. Personal Data will be processed for the period:
 - 7.1. Personal Data relating to the Personal Data Subject which has given consent to the processing of Personal Data solely for the purpose of concluding the Agreement for the provision of the Redge Media Services will be processed for the duration of the Agreement for the provision of the Redge Media Services, and also until the expiry of mutual claims arising from that Agreement - until the expiry of any limitation periods for claims under the aforementioned Agreement and subject to the relevant provisions of generally applicable law;
 - 7.2. until the moment of effective objection - in case of Personal Data processed within for the pursue of legitimate interest pursued by the Supplier;
 - 7.3. the Personal Data provided on the basis of the consent granted for the sending of commercial information or for the purposes of direct marketing will be processed until the withdrawal of the consent granted - the consent may be withdraw at any time, provided that this disposition will not affect the activities and the legality of the processing of the Personal Data performed on the basis of the consent previously granted.
8. Due to the fact that the Supplier uses the G Suite cloud services provided by Google LLC with its registered office in Mountain View, California, USA (hereinafter referred to as "Google"), the Controller engages Google – in the scope necessary for provision by Google to the Controller of the G Suite cloud services – in the processing of Personal Data, also in third countries. Such engagement is made in accordance with the GDPR, with the provision of appropriate safeguards. Data Subject may obtain a copy of the Personal Data as well as a copy of legal instruments which are the basis of the said engagement in the processing of Personal Data.
9. The Supplier does not make any decisions based solely on automated processing of the Personal Data, including profiling, within the meaning of the GDPR.
10. In relation to the Personal Data provided to the Supplier, the Personal Data Subject shall have the right to:
 - 10.1. request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject as well as the right to data portability;
 - 10.2. object to the processing of Personal Data insofar as the processing of Personal Data is based on the legitimate interest pursued by the Supplier;
 - 10.3. right to lodge a complaint with the President of the Personal Data Protection Office if the Client believes that the Supplier, in the course of processing the Personal Data, has violated the regulations of the GDPR or other relevant regulations concerning Personal Data protection.

11. Realization of the above rights takes place by submitting an appropriate application to the Supplier's e-mail address (specified in point 2 above) or registration address (specified in point 1 above).

12. CONFIDENTIAL INFORMATION

1. Parties shall, during the term of the Agreement for the provision of the Redge Media Services and thereafter, keep confidential all, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party, any information of a confidential nature (“**Confidential Information**”).
2. Subject to point 2 below, Confidential Information shall include, without limitation: technical, technological and organizational information and other information of commercial value, in particular information relating to: experience, know-how, intellectual property, industrial property, human resources, financial or economic situation, products – including software or services), regardless of the form of disclosure (orally, in writing, electronically or otherwise) and regardless of whether the said information is marked as ‘confidential’.
3. Confidential Information shall not include information which on the effective date of the Agreement for the provision of the Redge Media Services is known to the public and information which after the effective date of the Agreement is disclosed to the public as a result of events other than Recipient's non-performance or improper performance of the provisions the Agreement for the provision of the Redge Media Services.
4. During the term of the Agreement for the provision of the Redge Media Services as well as during 2 (two) years after its expiration or termination on any grounds the recipient shall:
 - 4.1. keep discloser's Confidential Information secret and protect discloser's Confidential Information against any disclosure to any third party with at least the same diligence as the recipient exercises to protect its own Confidential Information, however in any case no less than it is justified considering the nature of such information;
 - 4.2. use discloser's Confidential Information only for the purpose of proper implementation of the Agreement for the provision of the Redge Media Services;
 - 4.3. disclose discloser's Confidential Information only to those of its employees or co-workers (i.e. individuals, including individuals who carry out business activities individually or in the form of a civil partnership, who personally perform works or provide services solely to the recipient) who need to have access to such information for proper implementation of the Agreement for the provision of the Redge Media Services;
 - 4.4. not copy, modify or create derivatives of discloser's Confidential Information, in whole or in part, unless it is necessary for proper implementation of the Agreement for the provision of the Redge Media Services, where each such a copy, modification or

derivative of discloser's Confidential Information shall be considered discloser's Confidential Information.

13. FINAL PROVISIONS

1. The provisions of these General Terms and Conditions of Service and the Agreement for the provision of the Redge Media Services concluded on the basis thereof, as well the Price List, regulate the entirety of relations and relationships between the Supplier and the Client related to the provision of the Redge Media Services to the Client.
2. The Supplier reserves the right to change these General Terms and Conditions of Service as well the Price List, and to issue any further rules and regulations related to the implementation of new services or the modification of existing Redge Media Services.
3. If the Supplier wishes to change the scope of the rights and obligations of the Parties, it shall notify the Client of any changes to, respectively, the General Terms and Conditions of Service or the Price List to through the Supplier's Website and also optionally to the Client's e-mail address provided in the Client's Account. The Client is entitled to terminate Agreement for the provision of the Redge Media Services within thirty (30) days of such change. If the Client does not give written notice of terminate the Agreement for the provision of the Redge Media Services, the Client will be deemed to have accepted the new rights and obligations of the Parties.
4. Failure by the Supplier to notify the Client of any changes to the General Terms and Conditions of Service or the Price List, shall cause the terms and conditions of these documents as previously accepted by the Client to remain binding for the Parties in their mutual relations associated with the provision of the Redge Media Services – until the end of the next Billing Period.
5. The Agreement for the provision of the Redge Media Services shall be concluded on the basis of Polish law. The laws applicable to the assessment and interpretation of the Agreement for the provision of the Redge Media Services and these General Terms and Conditions of Service, as well as to the entirety of relations between the Supplier and the Client shall be the laws of Poland.
6. If one or more provisions of the Agreement for the provision of the Redge Media Services, these General Terms and Conditions of Service or the Price List are or become invalid or ineffective, this does not affect the validity or effectiveness of the other provisions.
7. The Parties shall submit all disputes arising out of the Agreement for the provision of the Redge Media Services, these General Terms and Conditions of Service or the Price List to the Polish ordinary court having jurisdiction over the seat of the Supplier.

The present General Terms and Conditions of Service enter into force on 27.09.2022.