

# SHAREBEE PLATFORM TERMS AND CONDITIONS

## §1

### General

1. The “Sharebee” online platform at [www.sharebee.pl](http://www.sharebee.pl) (further referred to as the “**Platform**”) is administered by Sharebee sp. z o.o. with its registered office in Warsaw, ul. Literacka 13 lok. 2, 01-864 Warsaw, registered in the entrepreneur register of the National Court Register maintained the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS No. 0000733366, with its NIP tax identification number 1182174490, and share capital of PLN 50,000.00, e-mail address: [hello@sharebee.pl](mailto:hello@sharebee.pl) (further referred to as “**Sharebee**”).
2. These terms and conditions (further referred to as “**Terms and Conditions**”) set out the conditions and rules for the Platform’s operation, and in particular they set out the terms of its use, the rights and duties of Sharebee, and the rights and duties of Platform users.
3. The Terms and Conditions are available on the Platform at: <https://sharebee.pl/terms-eng>.

## §2

### Definitions

- **Client** – a Sharebee client being a natural person, a legal person or an organizational unit without legal personality that, in connection with its activity, maintains accounts or profiles on social media and has concluded an agreement with Sharebee on the use of the Platform;
- **User** – an adult natural person with a full capacity for acts in law and using the Platform who has completed Registration and is the Client’s employee or contractor;
- **Main User** – the Client for whom a dedicated Account on the Platform has been created to enable User and Content management;
- **Services** – services provided by Sharebee via the Platform for the Main User and Users;
- **Account** – the User’s Account which allows the User to access the Platform and its functionalities free of charge;
- **Registration** – a set of activities performed by the User in accordance with the instructions on the Platform, including completing a Registration Form, required to open an Account.

## §3

### Platform

1. The objective of the Platform is, in particular, to provide tools and content to Sharebee Clients supporting Clients in implementing Social Selling, Employee Advocacy and Employer Branding programs, including by enabling the Client’s employees and contractors to post materials on social media profiles and accounts.

2. Users are free to use, among other things, the following functionalities of the Platform:
3. the registration and use of a User's Account;
4. access to resources, including articles and links to third party websites concerning products, services, events, technical and technological novelties and other information on the sector in which Users are employed ("**Content**");
5. providing tools to link the User's Account on the Platform with the User's personal profiles or accounts on the following social media: Facebook, LinkedIn and Twitter ("**SM**") and to enable the User to post on SM Content intended for a specified number of users having SM profiles or accounts through the functionalities installed by Sharebee, on the terms and conditions set out in the Terms and Conditions and SM terms and conditions;
6. creation of own text and graphic materials to be posted on SM;
7. adding written or graphic comments to the Content posted on SM;
8. adding advertising banners and links redirecting to third party websites;
9. participating in competitions and campaigns organized by Main Users on the terms set out in separate terms and conditions by such Main Users, it being understood that Sharebee shall not be liable to Users in connection with the organization of competitions, campaigns or challenges by Main Users;
10. indexing Users as part of ranking lists for Content made available by Users in accordance with the rules for compiling ranking lists laid down by the Main User.
11. Sharebee is entitled to update, amend and/or delete Content and any other items on the Platform at any time, without giving any reason.
12. The Platform may be used and its functionalities specified in §3.2 may be accessed only upon registration consisting in the User opening an Account. No fees are charged for the User's registration.
13. The use of individual functionalities of the Platform may subject to separate terms and conditions to be communicated to Users by Sharebee via the Platform.
14. Before starting to use the Platform, each User must read these Terms and Conditions. By using the Platform, including by opening an Account, the User agrees to the content of these Terms and Conditions and undertakes to comply with them.
15. For the avoidance of doubt, the list of functionalities specified in item 2 above may be amended, which Sharebee will communicate to Users via the Platform.
16. Sharebee provides the Platform in various language versions.

## §4

### Main User

1. The Client is provided with access to a dedicated subsite of the Platform ("instance") under a separate agreement with
2. Sharebee provides the Main User with the following functionalities and tools on the Platform:
  1. adding Content to the Platform;
  2. selection of SM with which Users will be able to link their Accounts;
  3. awarding Users points for their activity and effectiveness of activities on the Platform and SM;
  4. adding employees or contractors to the Platform;
  5. dividing Users and allocating them to groups;
  6. a tool to compile User ranking lists based on the results (activity) of Users on the Platform, on the terms laid down by the Main User;
  7. a tool to generate reports on Users in accordance with the parameters selected by the Main User.
3. The Main User may designate, from among Users, the following persons acting on the Platform on the Main User's behalf:
  1. an administrator – a person authorized to manage Users (including adding, deleting, assigning to groups), to view Users' results and to add Content to, or delete it from, the Platform;
  2. moderators – persons authorized exclusively to add Content to, or delete it from, the Platform.

4. If the Main User organizes a competition, a campaign or ranking for Users, the Main User is solely responsible to preparing and providing Users with terms and conditions or rules of participation in such activities. Sharebee shall not be liable to the Main User or Users in connection with the organization or conduct of any such activity.
5. If the User ceases to be an employee or a contractor of the Main User or if the Main User decides to prevent a User from accessing the Platform, the Main User shall be entitled to remove the User from the Platform, which shall be tantamount to deleting the User's Account.

## §5

### **Provision of services by electronic means and technical requirements**

1. Sharebee is a provider of services by electronic means within the meaning of the Act of 18 July 2002 on Provision of Services by Electronic Means (Journal of Laws from 2002, No. 144, item 1204, as amended, further referred to as the "**APSEM**"). The Terms and Conditions also constitute the terms and conditions for provision of services by electronic means within the meaning of Article 8 of the APSEM. Sharebee provides services by electronic means in accordance with the Terms and Conditions.
2. To ensure compatibility with Sharebee's ICT system and to use the Platform, the User must have equipment and a system meeting the following minimum technical requirements:
3. a PC, a laptop, a tablet, a smartphone or any other multimedia device with access to the Internet and an installed web browser that correctly supports the HTML 4.01 standard;
4. an Internet connection,
5. correctly configured e-mail;
6. an Internet browser such as Mozilla Firefox 11.0 or higher, Internet Explorer 7.0 or higher, Opera 7.0 or higher; Google Chrome 12.0.0 or higher, or Microsoft Edge 79;
7. a screen with a resolution of 1024×768 or higher;
8. the option to save cookies and JavaScript support enabled in the internet browser.
9. The User shall not do anything that could jeopardize the proper operation of the Platform. It is prohibited to use on the Platform any viruses, bots, worms or other computer codes, files or programs (in particular those automating script or app processes or other codes, files or tools).
10. Users acknowledge that the use of Flashblock software may cause the Platform to malfunction or may completely disable it.
11. Sharebee states that the use of the services specified in the Terms and Conditions may be associated with a standard risk related to the use of the Internet and recommends that Users take appropriate steps to minimize it. Sharebee ensures the operation of an ICT system that enables the use of services provided by electronic means in a way that prevents unauthorized access to the content shared as part of such services, in particular by using cryptographic techniques appropriate to the types of services provided, as well as unambiguous identification of the parties to the services provided by electronic means. In the event of any planned interruptions, upgrades or in other similar cases, Sharebee shall have the right to notify the User about them by e-mail sent to the address provided or by posting an announcement on the Platform.
12. The User's commencement of using the services governed by the Terms and Conditions and available on the Platform is equivalent to the conclusion of an agreement on the provision of services by electronic means.
13. The User's consent to using the services governed by the Terms and Conditions may be withdrawn at any time. The agreement on the provision of services by electronic means, performed on the terms set out in the Terms and Conditions, shall be terminated by ceasing to use the Platform or by deleting the Account (as defined below) on the Platform.
14. Complaints about services provided by electronic means shall be governed by the provisions of §9 of the Terms and Conditions accordingly, it being understood that the time limit for submitting a complaint shall be

counted from the occurrence of an event being the grounds for the submission of the complaint.

15. Any matters not regulated in the Terms and Conditions regarding the provision of services by electronic means shall be governed by generally applicable legal regulations, in particular by the APSEM.

## §6

### Registration

1. To access the Platform, the User must log in to the sharebee.pl website after the User has completed registration and Sharebee has activated an individual Account for the User in accordance with the procedure specified in this §6. The User will gain access to the Account via the User's individual tab on the Platform (further referred to as the "**Profile**").
2. For the User's Account to be created, the Main User shall provide Sharebee with the e-mail addresses of employees, contractors, service providers or subcontractors ("**Contractors**") who will receive an e-mail from Sharebee with an invitation to create a User Account.
3. A Contractor receiving an invitation e-mail should click on the activation link redirecting to the registration form available on the Platform (the "**Registration Form**"), fill in the Registration Form and send it by e-mail.
4. A Contractor may also complete Registration on their own by filling in the Registration Form available on the Platform but such Registration will require an additional approval by the Main User. Until such approval is granted, the User will not have an Account created and will not be permitted to use the Platform's functionalities.
5. A Contractor will be required to provide their data, including their e-mail address, first name and surname, and to create a password to log in. The password must meet the requirements specified by the Main User.
6. A Contractor must fill in all the boxes of the Registration Form, except for those marked as optional, and read the Terms and Conditions.
7. A Contractor is responsible for ensuring that the data provided in the Registration Form is true and correct.
8. The User may complete only one Registration on the Platform and have one Account.
9. The User may not provide access to the Account to any third party, and in particular may not provide them with the login and password to the User's Account. Sharebee shall not be liable for any action performed by unauthorized third parties that gained access to the User's Account, and in particular as a result of the User's failure to exercise caution when using the login and password to the Account.
10. By filling in the Registration Form, the User acknowledges that the User has read, accepted and undertaken to comply with the provisions of the Terms and Conditions and the Privacy Policy.
11. After a correctly completed Registration Form has been sent, the User will receive confirmation of the Registration at the e-mail address provided in the Registration Form.
12. Upon completion of the Registration on the Platform, the User may access the Account upon logging in to the Platform by using the data provided in the Registration Form.
13. The User is entitled to change the data provided in the Registration Form (in particular the e-mail address) via the Profile.

## §7

### Terms of use for the Platform

1. The Platform may be used subject to these Terms and Conditions and all applicable provisions of law.
2. It is unacceptable to post on the Platform any Content that is illegal, generally recognized as socially inappropriate, morally reprehensible, obscene, offensive, vulgar, contrary to good custom or principles of social co-existence, or violates the rights of Sharebee or third parties, and depicts or describes situations or events that may be hazardous to the health or life of people or animals.

3. The User or the Main User posting on the Platform the Content referred to in §7.2 of the Terms and Conditions shall be liable therefore to Sharebee or third parties on the terms provided for in generally applicable provisions of law.
4. Sharebee is entitled to monitor and moderate the Content provided, stored or made available on the Platform by Users or Main Users.
5. In the event where Sharebee receives an official notification or credible information about the illegal nature or non-compliance of the Content posted via the Platform by Users or the Main User with the provisions of the Terms and Conditions, Sharebee shall immediately prevent access to such Content upon prior notice to the User or the Main User about its intention to prevent access to such Content.
6. After the User's Account has been created on the Platform, the User may, through his or her Profile, link the User's Platform Account with the User's SM profiles or accounts. To link the Account, the User must log in to the selected SM and accept the granting of rights to Sharebee. As a result of linking the Account with the User's SM, Sharebee will gain access only to the User's specific data in accordance with the message displayed during the linking process. For the avoidance of doubt, Sharebee shall not post any materials on the User's SM profiles and accounts without the User's involvement, and shall not gain access to messages or other materials posted on the User's SM account or profile that do not come from the Platform.
7. Linking the Account with the User's SM profile or account will provide access to all the functionalities of the Platform.
8. When the Account has been created, the User may choose a profile photo (an avatar) from the profile photos posted on the User's SM or add a new photo of the User's choice.
9. Upon logging in, the User will have access to the Content posted on the Platform and the right to post any Content at the User's discretion on the User's SM accounts or profiles, including the right to create or edit the suggested content of an SM post. The choice of Content to be posted will be made by clicking on the appropriate functionalities of the Profile. Only the User will decide what Content is to be posted on SM.
10. The User acknowledges that in order to ensure an uninterrupted use of all the functionalities of the Platform a SM access token must be updated, which may be done by Sharebee on its own. Should the SM access token expire, the User will be required to renew it at Sharebee's request to be able to continue using the Platform. Sharebee will notify the User about the requirement to do so and about how to do it via the Platform and by e-mail.
11. The User acknowledges that Sharebee, in connection with the provision of services via the Platform, and in particular in connection with maintaining the Account, may send e-mails to the User to the address provided during the registration process, including e-mails confirming the Registration or connected with the User's activity on the Platform or SM.
12. The User shall have the right to unlink selected SM accounts and profiles from the Platform via the User's Profile in the "Your settings" tab.
13. The User's Account may be removed from the Platform by the Main User, in particular when the User loses the status of a Contractor or at the User's request to the Main User. Such removal of the Account will prevent the use of the Platform.

## §8

### **Rights to the Platform and Content**

1. The Platform, its name and content are the property of Sharebee or the respective authors of individual elements, excluding the Content added by the Main User or Users. Sharebee may not grant any rights to the above elements to the Main User or Users.
2. The Main User shall have the right to add to the Platform any Content created or commissioned by the Main User. Sharebee, however, shall not be liable in any way for such Content, its substantive accuracy, legal compliance or for any infringement of intellectual property rights in connection with the use of the Content added by the Main User.
3. No logos or other marks, texts, graphics, illustrations, photographs, animations, sounds, video materials or their compositions on the Platform, including folders, catalogues, presentations and any other advertising

materials and documents on the Platform may be copied, sent, processed and modified for commercial purposes, or made available to third parties without Sharebee's prior consent.

4. No modification, creation of derivative elements or translation of the materials posted on the Platform that are not Content or of the Platform itself shall be permitted without the Sharebee's prior consent.
5. The Platform may include photographs or other materials copyrighted by third parties.
6. Sharebee shall have the right to remove any Content or information posted by the Main User or Users violating the Terms and Conditions, applicable laws, the rights of third parties, and in particular their copyrights and personal rights. In the event where the User's post published on SM via the Platform or using the Content violates the above rights, including the Main User's personal rights, the Main User may request that Sharebee removes such a post from the User's SM.
7. By posting Content via the Platform, the Main User represents and warrants that:
8. the Main User holds all the rights, including the creator's economic rights and moral rights to the Content posted on the Platform;
9. the posting of Content on the Platform and its use by Sharebee and other Users do not violate the rights of third parties, including their personal rights;
10. the Main User is entitled to grant all consents, permits, authorizations, including licenses to use the Content posted on the Platform, in accordance with the provisions and to the extent specified in the Terms and Conditions, and the granting of such consents, permits, authorizations, including licenses, does not violate any rights of third parties;
11. the Main User consents to the granting of a license to use the Content posted on the Platform on the terms specified below.
12. If any Content or part thereof is a work within the meaning of the Copyright and Related Rights Act of 4 February 1994 (Journal of Laws No. 24, item 83), the Main User shall grant the following upon posting the Content on the Platform:
13. to Sharebee - a gratuitous, non-exclusive license and a gratuitous permit and consent, without any temporal or territorial restrictions, to use and dispose of the Content in all the existing fields of permitted use, including the fields of permitted use specified in Article 50 of the Copyright and Related Rights Act of 4 February 1994, particularly in the following fields of permitted use:
  - fixing and multiplication of the Content in whole or in part - production of copies of the Content using any technology available, including printing, reprographics, magnetic recording and digital and multimedia technologies, irrespective of a standard, system or format, on any recording medium, including in particular fixing and multiplication of the Content in any amount and form;
  - trading in the original or copies on which the Content is fixed in whole or in part - placing on the market in the territory of the Republic of Poland and beyond, lending for gratuitous use or rental of the original or copies;
  - distribution of the Content in whole or in part in any manner other than the one specified above - public performance, display, reproduction, broadcasting and rebroadcasting, as well as making the Content publicly available to any person in a place and at a time of his or her choice, including online distribution;
  - introduction of the Content in whole or in part to computer networks, including the Internet and other networks, without any restriction, to computer memory and processing in the computer memory, without any restriction;
  - translation of the Content into various languages and distribution of the Content in any language, on any recording medium.
1. to Users - a gratuitous, non-exclusive license, without any temporal or territorial restrictions, to access the Content via the Platform and to use and dispose of the Content using the functionalities made available to Users via the Platform and within the limits specified in the Terms and Conditions.
2. The license referred to in item 8 a) above includes the right to exercise the derivative copyrights to the Content and the right to permit exercise of the derivative copyrights to the Content, including the right to make and consent to making any adaptations or alterations to the Content at Sharebee's discretion, and in particular to merging with other elements in advertising materials, the right to use and distribute any derivative work in the fields of permitted use specified in item 8 a) above.
3. The license referred to in item 8 a) above includes the right to grant further licenses (sub-licenses).

4. The Main User gratuitously authorizes Sharebee to exercise personal copyrights to the Content on the Main User's behalf, including in particular to make any changes to the Content. The Main User shall not exercise any personal copyrights to the Content with respect to Sharebee, its successors or other Users. The Content may be marked with the name (pseudonym) of the Main User or the author of the Content at Sharebee's discretion, to which the Main User gratuitously consents.

## §9

### Complaints

1. Complaints about the operation of the Platform may be sent by post to the following address: Sharebee sp. z o.o., ul. Literacka 13 lok. 2, 01-864 Warszawa, or by e-mail to: [hello@sharebee.pl](mailto:hello@sharebee.pl).
2. A complaint must include the User's first name and surname and current address and a precise description and specification of circumstances constituting grounds for the complaint.
3. Sharebee shall respond to the complaint within 14 (fourteen) calendar days of the date it is received subject to items 1 and 2 above. Sharebee's response to the complaint shall be provided in writing by post or by e-mail.
4. When the complaint handling procedure has been completed, the User will have the right to pursue dismissed claims in a common court having relevant geographic jurisdiction according to the provisions of the Civil Procedure Code.

## §10

### Final provisions

1. As a rule, the controller of the User's personal data in connection with the use of the Platform is the Client, i.e. the organization which entered into a service agreement with Sharebee. In such a case Sharebee is the processor of the User's personal data. Sharebee is the controller of the User's personal data in connection with the use of the Platform to the extent to which the User consents to receiving marketing content from Sharebee and in order to ensure IT security.
2. The Client shall enter into an appropriate agreement with Sharebee, as a processor, on provision of personal data for processing, including the personal data of Users.
3. Sharebee shall protect personal data provided to it as set out in the "Privacy Policy".
4. For the avoidance of doubt, Sharebee shall not bear any liability for the processing of the personal data of Users or Clients, as part of their use of SM, by SM administrators.
5. Sharebee reserves the right to exclude Users whose conduct is contrary to the law, good custom or the Terms and Conditions or other terms governing the Platform's functionalities, from using the Platform, which shall be equivalent to removing the User's Account.
6. Any technical issues regarding the operation of the Platform should be reported by e-mail to: [hello@sharebee.pl](mailto:hello@sharebee.pl).
7. To obtain information on using the Platform, please e-mail Sharebee at: [hello@sharebee.pl](mailto:hello@sharebee.pl). Answers will be provided within 7 business days.
8. Trademarks on the Platform are the property of respective trademark holders, are provided for information purposes only and may not be used for any purpose without the prior written consent of such holders.
9. Provisions of the Polish law, including the Civil Code and the Copyright and Related Rights Act of 4 February 1994, shall apply to matters not regulated in these Terms and Conditions.
10. These Terms and Conditions have been in force since .
11. Sharebee reserves the right to amend these Terms and Conditions subject to the termination terms and period referred to below.

12. Amendments to these Terms and Conditions may concern in particular extending the Platform's functionalities, options available to Users or Main Users, or changing the Platform's web address. Sharebee shall communicate such amendments to these Terms and Conditions via the Platform, and such amendments will not take effect sooner than 14 (fourteen) days after such amendments are communicated.
13. The Users who have completed Registration and have an Account and the Main Users shall be notified of amendments to these Terms and Conditions and a list of such amendments by e-mail sent to the address given in their Registration Form.
14. The Users who have completed Registration and have an Account shall have the right to terminate these Terms and Conditions. The User may terminate these Terms and Conditions within 14 days from the receipt of an e-mail about amendments to the Terms and Conditions. The Client may resign from the Services provided by Sharebee via the Platform on the terms and conditions set out in a separate agreement between Sharebee and the Client.
15. The termination of these Terms and Conditions by the User who has completed Registration and has an Account shall be equivalent to resignation from having an Account. Following the termination of the Terms and Conditions, Sharebee shall remove the User's data from its database.
16. Any failure to submit a notice of termination of these Terms and Conditions within 14 days from receiving an e-mail about amendments to the Terms and Conditions by the User who has completed Registration and has an Account shall be equivalent to the approval of the amended Terms and Conditions, provided that prior to logging in to the Platform following an amendment to the Terms and Conditions the User must first confirm that the User has read the amended Terms and Conditions.
17. No amendment to these Terms and Conditions may affect the rights acquired by the User in connection with using the Platform before the effective date of such amendments.