

TERMS OF SERVICE FOR BUSINESS USERS

(HEREINAFTER ALSO: "TERMS OF SERVICE")

Bigger Picture

CONTENTS

DEFINITIONS	2
CHAPTER I - RULES FOR THE PROVISION OF SERVICES	4
1. GENERAL TERMS OF SERVICE	4
2. TECHNICAL REQUIREMENTS	5
3. SCOPE OF SERVICES	5
4. CONCLUSION OF THE AGREEMENT	5
5. DURATION AND TERMINATION OF THE AGREEMENT	6
6. REMUNERATION	7
CHAPTER II - INTELLECTUAL PROPERTY	7
7. CUSTOMER DATA	7
8. CUSTOMER INTELLECTUAL PROPERTY	8
9. PROVIDER INTELLECTUAL PROPERTY	8
CHAPTER III - LIABILITY OF THE PARTIES	9
10. REPORTING INFRINGEMENTS AND COMPLAINTS	9
11. CUSTOMER RESPONSIBILITY	10
12. SERVICE PROVIDER LIABILITY	10
13. FORCE MAJEURE	10
14. SUSPENSION OF ACCESS TO THE SERVICES	11
CHAPTER IV - OTHER PROVISIONS	11
15. CONFIDENTIAL INFORMATION	11
16. INFORMATION ACTIVITIES	11
17. AMENDMENTS TO THE TERMS OF SERVICE	12
18. FINAL PROVISIONS	12
LIST OF ATTACHMENTS	13

Bigger Picture

DEFINITIONS

These Terms of Service define the conditions for concluding the Agreement and the rules for using the Services provided by the Service Provider. Whenever the following capitalized phrases are used in the following part of the Terms of Service, they should be understood in the meaning given below, unless the context of their use clearly indicates otherwise.

APP	An IT system made available to the Customer by the Service Provider. The APP is available via the website or the Customer's end device, in particular a tablet or mobile phone.
PRICE LIST	Annex to the Terms of Service, specifying the amount and terms of payment for the use of the Service by the Customer and the scope of the Services provided. The price list is made available to Customers at the stage of concluding the Agreement. Depending on the case, the Price List may be made available in various forms, e.g. in the content of the agreement, in the content of the order, including as a dedicated attachment. The form of making the Price List available is determined each time by the Service Provider. The price list may include the valuation of the indicated APP modules and remuneration for Additional Works. The current version of the price list is available on the website.
CUSTOMER DATA	Any information, content and data (including images or text) that the Customer provides, processes and stores using the APP.
WORKING DAYS	Days from Monday to Friday, excluding holidays in accordance with the generally applicable laws of the Republic of Poland.
WORK HOURS	Hours from 10.00 to 17.00 CET on Business Days.
CONFIDENTIAL INFORMATION	Details of the arrangements made by the Parties regarding the conclusion and performance of the Agreement, as well as all materials, documents and information to which the Parties had access, even indirectly in connection with the conclusion or performance of the Agreement, including all information regarding the functioning of the APP.
CUSTOMER	An entity with full legal capacity and ordering the Service in connection with its professional or business activity, with whom the Service Provider will conclude the Agreement.
ACCOUNT	A separate place in the APP for the User, in which data is stored, including data concerning the User, to which the User gains access in order to use the APP using the login and password; the number of Accounts depends on the number of licenses purchased by the Customer.
COORDINATOR	A person authorized by the Customer responsible for the current and correct performance of the Agreement; comments on the performance of the Agreement by a person who is not authorized by the Customer (or has not demonstrated such authorization) may be omitted by the Service Provider.
MODULE	Selected software or a functionally separated element of the APP offered by the Service Provider.
SUBSCRIPTION PERIOD	The period of provision of the Services for which the Customer pays the Remuneration; The Subscription Period may be 1 month or 12 months, unless the Parties have expressly agreed on a different, individual Subscription Period for the Customer (arrangements require a documentary form under pain of nullity); a single Subscription Period is the minimum duration of the Customer's obligations under the Agreement. The subscription period is determined by the Parties at the stage of concluding the Agreement.

Bigger Picture

TECHNICAL SUPPORT	Standard technical assistance, including answers to the Customer Coordinator's basic questions (in the opinion of the Service Provider) or other support to the extent directly related to the use of the APP or Service. Technical support will be provided by the Service Provider by email or by phone via the helpline whose number is available on the Service Provider's website. The Customer may access Technical Support only through its designated Coordinator. Reports from another person may be omitted by the Service Provider.
ADDITIONAL WORKS	Paid Services that supplement the scope of the Agreement.
TERMS OF SERVICE (TOS)	These Terms of Service and attachments constituting integral part thereof, specifying the rules for the provision of Services by the Service Provider to the Customer
GDPR	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). The provisions of the Terms of Service regarding the GDPR apply accordingly to each case where the cooperation of the Parties is subject to the CCPA (California Consumer Privacy Act, 2018) or the so-called UK GDPR - GDPR incorporated into UK law as amended by „Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019".
FORCE MAJEURE	An event that could not have been foreseen while maintaining the diligence required in professional relations, and which is external, both to the Customer and to the Service Provider, and which they could not oppose by acting with due diligence. Each case of a cyber attack on the APP (e.g. the so-called DDoS) will be considered as Force Majeure by the Parties.
PARTIES	The Service Provider and the Customer.
AGREEMENT	Agreement for the provision of electronic services concluded between the Service Provider and the Customer. The Agreement is concluded under the conditions set out in these Terms of Service, including its annexes, and to the extent not regulated by the Terms of Service - in the provisions of Polish law. Information provided by the Service Provider - in particular on its website or using other means of communication (e.g. electronic message) - constitute an invitation to conclude an agreement, addressed by the Service Provider to Customers, and not an offer, unless otherwise stipulated in the Agreement or explicitly indicated in the abovementioned communication. The Agreement has a professional nature for the Customer.
SERVICE	Paid service provided by the Service Provider electronically to the Customer, consisting in particular in making the use of the APP available to the Customer. The detailed scope of the Service can be found in the provisions of the Terms of Service and in the Price List.
SERVICE PROVIDER	JIGGY Sp. z o.o. entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Wrocław, VI Commercial Division of the National Court Register, under KRS number 0001051115, NIP (tax ID) number 8943216835, with a share capital of PLN 5.000 paid in full; email address support@biggerpicture.software; website: biggerpicture.software.
USER	Customer, Customer's employee or a person cooperating with the Customer on the basis of a civil law contract, using the Service on behalf of and under the authorization of the Customer.
REMUNERATION	Fees payable to the Service Provider by the Customer on the terms specified in the Agreement.

Bigger Picture

CHAPTER I - RULES FOR THE PROVISION OF SERVICES

1. GENERAL TERMS OF SERVICE

- 1.1. Before concluding the Agreement, the Service Provider provides the Customer with these Terms of Service free of charge – at his request - also in a way that enables the acquisition, reproduction and recording of the content of the Terms of Service using the ICT system used by the Customer. The current version of the Terms of Service is available at biggerpicture.software/documents/terms_of_service.pdf.
- 1.2. The Terms of Service define the terms and conditions for the provision of Services to the Customer by the Service Provider, as well as the rights and obligations of the Customer and the Service Provider. Using the APP means accepting the Terms of Service. If the Customer has not read the Terms of Service and has not accepted them, he cannot use the APP.
- 1.3. The Service Provider provides the APP for the Remuneration. The Remuneration depends on the scope of Services provided to the Customer, including the number of Users using the APP, the scope of Modules, Additional Works and other Services provided by the Service Provider.
- 1.4. The Service Provider decides on the functionality of the APP and the scope of Services, taking into account the need to develop the APP and adapt the APP and Services to market requirements. The Service Provider reserves the right to transfer all rights to the APP or rights and obligations under the Agreement to a third party without prejudice to the rights of the Customer under the Agreement.
- 1.5. It is forbidden to use the APP in a manner inconsistent with the provisions of these Terms of Service or applicable law. The customer is prohibited from providing unlawful content. In particular, the Customer may not post materials that may infringe personal rights of third parties or constitute materials that may be used for illegal purposes.
- 1.6. The Customer is prohibited from interfering with the integrity of the content and form of the APP.

2. TECHNICAL REQUIREMENTS

- 2.1. In order to use the functionality of the APP the minimum technical conditions must be met:
 - 2.1.1. Firefox, Safari, Edge, or Chrome (or Chromium-based) internet browser, with Javascript and Websockets enabled;
 - 2.1.2. Safari, Edge, and Chrome (or Chromium-based) internet browsers are supported but not actively tested;
- 2.2. The Service Provider indicates that the use of the Internet and services provided electronically may result in malware entering the ICT system and the Customer's or User's device, which may result in unauthorized access to the processed data by third parties, as well as in the loss of their availability or confidentiality. In order to minimize the threats, the User or the Customer, regardless of the security measures used by the Service Provider, should introduce appropriate technical and organizational security measures, e.g. using up-to-date antivirus programs or programs protecting the identification of the User or Customer on the Internet, and avoid visiting potentially dangerous websites. In order to obtain detailed and professional information on maintaining security on the Internet, the Service Provider recommends obtaining them from entities specializing in this type of IT services.

3. SCOPE OF SERVICES

- 3.1. On the basis of the Agreement, the Service Provider enables the Customer to use the APP on the end device (the Service Provider does not provide the device itself).
- 3.2. Adding or changing the functionality of the APP does not constitute a change to the Agreement.
- 3.3. Additionally, the scope of Services includes:
 - a. remote system configuration by the Service Provider's consultant;
 - b. access to updates and new versions of the APP;
 - c. hosting the APP in the cloud;
 - d. online training in using the APP;
 - e. Technical Support. The need for Technical Support may be reported by the Coordinator electronically (by email); the available email address for requests for Technical Support are each time specified on the Service Provider's website in the footer and may vary depending on the region of the Service provision. Technical Support requests made in any other way may not be considered. Each report may concern only one issue. Service Provider makes due diligence to resolve requests as soon as possible, but without guaranteeing specific response times and problem resolution times;
 - f. Additional Works;
 - g. other services related to the use of the APP provided by the Service Provider.
- 3.4. The Service Provider specifies which Services are subject to a separate fee. Information on payment for individual Services will be provided to the Customer at the stage of ordering a given Service.
- 3.5. The Customer may be offered to use the "Test APP for Free" service, also known as Curious or Sandbox.

Bigger Picture

- 3.6. The "Test APP for Free" service is provided as a temporary test service.
- 3.7. After the end of the "Test APP for Free" service period, the Customer will be given the option to use Services for which Remuneration will be charged in accordance with the Price List and Terms of Service. In the event that the Customer decides not to use Services, all of their Team data will be deleted.
- 3.8. The Customer is not entitled to, and will not pursue, any claims against the Service Provider in connection with the "Test APP for Free" service.
- 3.9. The Customer can use the "Test APP for Free" service as many times as desired.

4. CONCLUSION OF THE AGREEMENT

- 4.1. Conclusion of the Agreement between the Parties may take place in different ways. The Service Provider allows the possibility of concluding the Agreement in the following way:
 - a. in written or electronic form (with qualified electronic signatures) by signing copies of the Agreement by the Parties;
 - b. via a platform for concluding agreements approved by the Service Provider;
 - c. through the Service Provider's own tools;
 - d. by selecting the appropriate functionality within the provided platform (e.g. button, checkbox);
 - e. via email communication.In order to conclude the Agreement it is sufficient for the Customer to accept the Terms of Service (e.g. in one of the forms described in points a - e above) and the Service Provider to commence the performance of the Agreement (e.g. by sending a VAT invoice to the Customer). The Service Provider may, but does not have to, send an order confirmation.
- 4.2. In each case, the Service Provider may request the Customer to confirm the conclusion of the Agreement in writing, and the Customer is then obliged to provide it immediately.
- 4.3. In the case of concluding the Agreement via email communication, the conclusion of the Agreement between the Service Provider and the Customer takes place at the moment of sending the confirmation of acceptance of the order by the Service Provider or at the moment of commencing the performance of the Agreement (e.g. by sending a VAT invoice to the Customer). Until then, the Customer is bound by the submitted offer, and the Service Provider has the right to refuse to accept the order.
- 4.4. Acceptance of the Terms of Service by the Customer is tantamount to making a statement that:
 - a. has read the Terms of Service and accepts all its provisions without reservations;
 - b. the data provided when concluding the Agreement are true, and the statements made in the Terms of Service are true;
 - c. the person who accepted the Terms of Service on behalf of the Customer was duly authorized to represent the Customer;
 - d. the Agreement does not consist of any contractual templates or terms of service applied by the Customer.
- 4.5. As part of the Services, the Customer receives access to an Account enabling the use of the APP.
- 4.6. User is obliged not to disclose access data to the Account to third parties. User through the Customer is obliged to inform Service Provider of any unauthorized access or use of his Account.
- 4.7. The Service Provider is not responsible for the management or administration of the Account or any administration panel by the User, Customer or other persons, respectively, who will gain access to the Account using the User's or Customer's access data, unless such third parties obtain access data through the intentional fault of the Service Provider.
- 4.8. The functionalities and content of the APP may be expanded by the Service Provider at the request of the Customer or at the initiative of the Service Provider. In any case, the use of available functionalities and content is at the sole discretion of the Customer, in particular, he is obliged to verify the admissibility of taking certain actions by him and fulfill all related legal obligations.
- 4.9. Due to the different business models of the Customers, the Service Provider does not verify the correctness or legality of taking certain actions by the Customer using the APP, including if the Service Provider has provided a specific solution to help the Customer meet legal obligations.

5. DURATION AND TERMINATION OF THE AGREEMENT

- 5.1. The Agreement may be concluded for a Subscription Period of 1 month or 12 months, or for another period that the Parties have expressly agreed (at least in a documentary form under pain of nullity).
- 5.2. The contract concluded for the selected Subscription Period is automatically extended for the next Subscription Period corresponding to the completed one, unless within 1 month before the end of the Agreement, the Customer Coordinator informs the Service Provider via email sent to support@biggerpicture.software about the desire to stop using the Services (termination) or change the Subscription Period. The principle set out in the preceding sentence applies in the event of the expiry of subsequent, extended periods of the Agreement.

Bigger Picture

- 5.3. If the Customer has not chosen a 12-month Subscription Period, or the Parties have not agreed otherwise (at least in a documented form under pain of nullity), the Agreement is concluded for a 1-month Subscription Period. On the day of the end of the Subscription Period, the Agreement is automatically extended for another period corresponding to the ended Subscription Period. The principle set out in the preceding sentence applies in the event of the expiry of subsequent, extended periods of the Agreement.
- 5.4. The Customer who has concluded the Agreement for a 1-month Subscription Period may terminate the Agreement at any time with effect at the end of the Subscription Period by sending an email to support@biggerpicture.software informing about the desire to stop using the Services (termination).
- 5.5. Either Party may terminate the Agreement with immediate effect: (a) if the other Party grossly breaches the provisions of the Agreement and an additional period of not less than 14 (fourteen) business days expires ineffectively from the date of delivery of a written or email request to the Party to cease/ removal of the identified infringement; (b) if the other Party is in repeated breach of any provision of the Agreement.
- 5.6. The Service Provider may terminate the Agreement with immediate effect if the Customer has not paid all or part of the Remuneration despite at least a 30-day delay in payment.
- 5.7. In the event of termination of the Agreement by the Service Provider with immediate effect, when the Customer has paid the Remuneration for the Subscription Period in advance and this period extends beyond the date of termination of the Agreement, the funds paid by the Customer for the use of the Service are not refundable.
- 5.8. A declaration of termination of the Agreement or its termination without notice requires a written or document form under pain of nullity.

6. REMUNERATION

- 6.1. The Remuneration for a given Subscription Period is calculated and payable in advance and its amount depends on the scope of Services provided to the Customer, including the number of Members (Users) using the APP.
- 6.2. The Customer may order the extension of the APP to include additional Members (Users) by contacting the Service Provider directly, e.g. by e-mail, or by making such an extension himself within the system (if such functionality has been made available). The Customer hereby authorizes the Coordinator to perform the aforementioned actions on his behalf.
- 6.3. The use of the APP will be extended by an additional number of Members (Users) immediately, and the increased fee will be effective from the current Subscription Period. The fee for the new Members (Users) will be charged in advance in the amount corresponding to the period that remains until the end of the Subscription Period.
- 6.4. Reducing the scope of Services or the number of Members (Users) during the Subscription Period shall be effective from the next Subscription Period.
- 6.5. The fee for the first Subscription Period will be charged each time in an amount not less than that resulting from the parameters of the Service in accordance with the content of the received order.
- 6.6. If the individual components of the remuneration have not been specified in the Price List, the Parties shall separately determine the remuneration for individual activities.
- 6.7. The Customer agrees to receive a VAT invoice for the performance of the Agreement in electronic form. The invoice will be issued in EUR. In case the Remuneration in the price list or offer is expressed only in a currency other than EUR, the payment amount will be converted into EUR according to the current average exchange rate published by the National Bank of Poland on the day preceding the invoice date. If the Remuneration is expressed in EUR, the Service Provider may also present to the Customer (through various channels) its estimated equivalent in PLN or another currency, with the Customer realizing that the price in EUR is binding and the equivalent in another currency is only for illustrative purposes and may change.
- 6.8. Payments for the Remuneration may be made by the Customer by bank transfer or using another payment system accepted by the Service Provider. In particular, the Service Provider may provide the so-called single click / one click payment. In this case, the said payment may be based in particular on data collected from the Customer during card authorization during previous transactions. The use of payment systems accepted by the Service Provider may require the Customer to conclude separate agreements with payment intermediaries.
- 6.9. The Customer will gain access to the APP after paying the Remuneration. The payment date is the date of crediting the funds to the Service Provider's bank account.
- 6.10. The amounts of the Service Provider's remuneration are including value added tax (VAT).
- 6.11. If the Customer is obliged to reduce the payment to the Service Provider due in accordance with the Agreement, e.g. due to tax liabilities resulting from the location of the Customer's registered office outside the territory of the Republic of Poland, the payment to the Service Provider will be appropriately increased so that the amount actually received by the Service Provider corresponds to the amount due under with the Price List or as agreed by the Parties.
- 6.12. The amount of fees specified in the Price List or agreed separately by the Parties may be increased by the Service Provider on a quarterly basis by the amount of the increase in the prices of consumer goods and services in the quarter preceding the update of remuneration, in accordance with the data published by the Central Statistical Office

Bigger Picture

of the Republic of Poland. The above rule applies to both Customers in Poland and those operating in another country.

- 6.13. The updated fees apply to the Customer at the beginning of the next Subscription Period. The Service Provider exercises the above right by including the updated fees in the VAT invoice.

CHAPTER II - INTELLECTUAL PROPERTY

7. CUSTOMER DATA

- 7.1. Customer remains the owner of Customer Data. The Service Provider processes them only to the extent necessary to provide the Services, in a manner consistent with the Customer's instructions and the Terms of Service. The Service Provider is not entitled to process Customer Data for purposes other than those resulting from the Terms of Service.
- 7.2. At the end of the Agreement, the Service Provider is authorized to delete the Customer Data and any data from the APP system, also resulting from the performance of the Services, including Users' data, and to delete the Account, subject to the provisions below.
- 7.3. The Customer accepts that the Services are provided by the Service Provider using cloud services.
- 7.4. Provisions regarding the principles of operation of cloud services, including data processing (including personal data, Customer Data), are set out in the currently applicable provisions for these services, available at <https://www.vultr.com/legal/tos/> and which can be changed by provider. Other terms and conditions are available at the following addresses:
- a. Service Level Agreements (SLA) - available at: <https://www.vultr.com/legal/sla/>;
 - b. Copyright - available at: <https://www.vultr.com/legal/copyright/>;
 - c. Privacy - available at: <https://www.vultr.com/legal/privacy/> <https://www.vultr.com/legal/us-privacy/> and <https://www.vultr.com/legal/international-privacy/>.
- 7.5. With regard to the APP, the Service Provider undertakes to enable the Customer to copy Customer Data at his request within 30 days from the date of expiry of the Agreement, subject to the exceptions indicated in the data processing agreement, but no later than in which, in accordance with the provisions of the documentation of the cloud service provider, the Customer's data will be deleted by the cloud provider. The Customer accepts that the Services are provided by the Service Provider using cloud services of an external provider. Permanent removal of Customer Data from the cloud will take place in accordance with the documentation of the given provider.

8. CUSTOMER INTELLECTUAL PROPERTY

- 8.1. The Customer guarantees that the Customer Data does not infringe the law, the rights of third parties protected by law, or the intellectual property rights of third parties.
- 8.2. In order to provide the Services correctly, the Customer grants the Service Provider, for the duration of the Agreement, a free, territorially unlimited license with the right of sub-license to the Customer's Data, in the following fields of use:
- a. reproduction by recording Customer Data on any data carriers;
 - b. entering into computer memory, databases, multimedia networks or any computer networks (in particular the Internet);
 - c. through the User or persons authorized by the Customer, performing, displaying, displaying, reproducing, broadcasting and re-broadcasting, as well as making Customer Data publicly available in such a way that persons selected by the Customer or User can access them at a place and time of their choice;
 - d. change the method of recording Customer Data and presenting it in any way deemed appropriate by the Service Provider.
- 8.3. The Customer each time represents and warrants that:
- a. has exclusive, unrestricted copyrights and related rights to the Customer's Data, to the extent entitling it to grant a license;
 - b. absolve the Service Provider from liability for any claims regarding Customer Data from persons entitled under copyright or any other rights that may assert their rights in connection with the performance of the Agreement by the Service Provider and undertakes to fully satisfy them and cover the full costs incurred in this respect by service provider.
- 8.4. In the event of a third party making a claim regarding the Customer Data, the Service Provider shall immediately present it to the Customer, who undertakes to immediately contact the third party and take the necessary actions to resolve the dispute or satisfy the claims of the third party. If, due to the Customer's lack of action, the Service Provider will be forced to satisfy the claims of a third party or repair the damage caused to it, then the Service Provider will direct an appropriate recourse claim against the Customer, who will be obliged to satisfy it.
- 8.5. The Service Provider is not responsible for the Customer providing faulty or incorrect Customer Data and any other information, content, data and their impact on the performance of the Agreement.

Bigger Picture

- 8.6. The provisions of this section of the Terms of Service shall apply accordingly to the transfer of Customer Data for the purposes of Additional Work.

9. PROVIDER INTELLECTUAL PROPERTY

- 9.1. Conclusion of the Agreement is tantamount to granting by the Service Provider to the Customer a non-exclusive license to use the APP for the period of concluding the Agreement. The territorial scope of the license is determined by the Parties at the stage of concluding the Agreement, and the license is limited to the number of Users indicated in the order by the Customer. The license is granted in the following fields of exploitation:
- multiplication of the APP in the memory of the end device;
 - using the APP in accordance with its intended purpose.
- 9.2. Granting a license entitles the User to use the APP only with the use of functions made available by the Service Provider for standard use of the APP, excluding in particular decompilation or dissemination of the APP to the extent that goes beyond the legitimate and intended use of the APP.
- 9.3. The Service Provider reserves all rights to the APP not expressly granted to the Customer under the Agreement. The license does not allow the Customer in particular to:
- reproducing, disseminating, renting, selling and any other way of direct and indirect redistribution of the APP, both paid and free of charge, bypassing the Service Provider,
 - modifying, reverse engineering or otherwise interfering with the Software of the APP,
 - using and developing intellectual property belonging to the Service Provider to create its own products and services,
 - using intellectual property belonging to the Service Provider for an unlawful purpose or to the disadvantage of the Service Provider.
- 9.4. Any behavior that meets the above-mentioned conditions will be treated as a breach of the Agreement, which gives the right to terminate the Agreement with immediate effect.
- 9.5. The Customer is not entitled to copyrights arising in the course of work related to the APP and in particular during activities related to improvements, modifications or further development of the APP. The Parties may agree otherwise in writing under pain of nullity in the scope of dedicated solutions prepared individually for the Customer.

CHAPTER III – LIABILITY OF THE PARTIES

10. REPORTING INFRINGEMENTS AND COMPLAINTS

- 10.1. The Customer who notices data of an unlawful nature, in particular infringing intellectual property rights, and contained in the APP system, should immediately inform the Service Provider about this fact to the email address support@biggerpicture.software. If the Service Provider obtains reliable information about the unlawful nature of the data or related activities, the Service Provider will immediately prevent access to this data, and will notify the Customer who has placed this data in the APP system of the intention to prevent access to it.
- 10.2. In such cases, the Service Provider is not liable to the Customer for any damage resulting from preventing access to such data.
- 10.3. The Customer has the right to submit objections in the form of a complaint to the use of the APP or its functioning and to the Services provided. The complaint should come from the Customer Coordinator and contain at least data enabling identification of the Customer (name, surname, mailing address, optionally telephone number) with an indication of justified reservations and comments to the APP or Services, the period complained about, together with the circumstances justifying the complaint. Complaints are accepted electronically via the email address support@biggerpicture.software. If the complaint needs to be supplemented, the Service Provider will ask the complainant to clarify.
- 10.4. The Service Provider will respond to the complaint within 21 (twenty-one) days from the date of receipt of the Customer's complete complaint notification. The Customer Coordinator will receive a response to the address from which the complaint was sent or to the address provided in the complaint notification. The Service Provider reserves the right to extend the deadline for considering the complaint in justified cases.
- 10.5. The date of receipt of the complaint shall be the date of receipt by the Service Provider of the notification in electronic form.

11. CUSTOMER RESPONSIBILITY

- 11.1. The Customer is responsible for the User's actions that result from the functioning of his Account. The Customer is responsible for all data and materials added, distributed or sent by the Customer or User in connection with the use of the APP, as well as for the consequences of such actions. The Service Provider's activities in the field of Customer

Bigger Picture

Data placed in the APP do not include verification of their legality. The Service Provider's activities are primarily of a technical nature.

- 11.2. Any claims of third parties related to the use of the APP by the Customer or the User, in particular related to the content posted and processed by the Customer, shall be charged to the Customer, who at the same time undertakes to release the Service Provider from any liability in this respect.
- 11.3. The Service Provider is not liable for damages related to:
 - a. actions or omissions of the Customer, User or a third party to whom the Customer or User gave access to the APP, in particular those violating the provisions of the Terms of Service;
 - b. lack of access to the APP resulting from reasons attributable to the Customer, User or a third party to whom the Customer or User allowed access to the APP;
 - c. providing by the Customer or User the login or password to his Account to third parties;
 - d. the action of malicious software (malware) unlawfully introduced by the Customer, User or a third party to whom the Customer or User allowed access to the APP.

12. SERVICE PROVIDER LIABILITY

- 12.1. The Service Provider provides the ICT infrastructure and ensures its efficient technical functioning, and in this respect is responsible for the APP and the Service.
- 12.2. Technical breaks in access to the APP are possible due to the need to carry out maintenance or modernization works. The Service Provider is not liable to the Customer for any events resulting from this. The Service Provider undertakes to inform the Customer about the planned technical break not less than 24 hours before the date on which the planned technical break is to take place.
- 12.3. In the case of the Service Provider's liability, it is limited to the amount of remuneration for specific Services in connection with which the liability arose, actually paid by the Customer.
- 12.4. In the case of services of a continuous nature, to determine the liability of the Service Provider in accordance with the above limit, the remuneration actually paid in the month preceding the occurrence of the event for which the Service Provider is responsible, and if in the month preceding the Customer did not pay the remuneration, the last month in which it took place is assumed. In the case of fees paid in advance for a specific period of provision of the Services, the amount actually paid by the Customer divided by the number of full months of providing the Services for which the fee has been paid is used to determine the Service Provider's liability in accordance with the limit.
- 12.5. The total limit of the Service Provider's liability for damages that occurred in a given calendar year is the sum of remuneration paid by the Customer for the last 3 months of the provision of services or for the period of the actual duration of the Agreement, if it is shorter than 3 months. In the case of fees paid in advance for a specific period of Services, the total annual limit is three times the amount actually paid by the Customer, divided by the number of full months of Services for which the fee was paid.
- 12.6. The Service Provider's liability for lost profits is excluded.
- 12.7. The Service Provider is liable to the Customer only for damage caused to the Customer intentionally.
- 12.8. This paragraph comprehensively regulates the rules of the Service Provider's liability.

13. FORCE MAJEURE

The Parties shall not be liable for delay, non-performance or improper performance of the Agreement when it is related to an event beyond the control of the Parties, i.e. an event constituting Force Majeure. Such an event does not release the Customer from the obligation to pay the Remuneration for the Services provided.

14. SUSPENSION OF ACCESS TO THE SERVICES

- 14.1. If the Customer fails to pay the Remuneration despite at least a 30-day delay in payment, the Service Provider is entitled, without additional request to the Customer to pay the amount due, to suspend the Services, including blocking access to the APP, with the possibility of making them available again if the amount due is settled.
- 14.2. Regardless of the right provided for above, in a situation where the Customer is late with the payment of the Remuneration, the Service Provider - from the first day after the deadline for making the payment - may display in the APP a message visible to all Users, which will inform about the delay in payment of the Remuneration and the number of days remaining until the authorization referred to above is updated.
- 14.3. The Service Provider is entitled to remuneration for the suspension period for being ready to provide the Services.
- 14.4. The Service Provider may terminate the Agreement with immediate effect in any case of suspension of access to the Services for more than 30 days.

Bigger Picture

CHAPTER IV - OTHER PROVISIONS

15. CONFIDENTIAL INFORMATION

- 15.1. Both the Service Provider and the Customer will treat as strictly confidential all data, information and documents concerning the business or professional activity of the other Party and related to its marketing, promotional and commercial plans, obtained directly and indirectly during the implementation of Agreements concluded on the basis of for these Terms of Service, and in particular any technical and commercial data of the Party or its affiliates and their customers (so-called Confidential Information). Each Party undertakes not to disclose Confidential Information to any third party without obtaining the prior express consent of the other Party.
- 15.2. The obligation to maintain and protect confidentiality applies regardless of whether the Confidential Information was provided orally, in writing or in any other form or form.
- 15.3. Confidential Information may only be accessed by persons who need such information in order to properly implement the objectives of the Agreement and who have been informed about the confidential nature of the information and about the obligations arising from these Terms of Service.
- 15.4. The confidentiality obligation referred to applies to the duration of the Agreement, as well as the period of 3 (three) years from the date of its expiry, which does not exclude the Customer's obligation not to use the Service Provider's business secrets also after this period (if they are still in their possession).
- 15.5. The Parties shall ensure compliance with the above confidentiality obligation by all persons representing them and third parties related to them in any way, who could become acquainted with the Confidential Information thanks to this Party.
- 15.6. If the Service Provider provides the necessary know-how under the Agreement and enables its use by the Customer, this is done on the basis of a license (know-how license) granted only for the purpose of using the APP in accordance with its intended purpose and only in cooperation with the Service Provider (and by this period). This includes all technical, technological, organizational, financial, commercial information regarding the customer / contractor base or other information of economic value.

16. INFORMATION ACTIVITIES

- 16.1. As part of the remuneration described in the Agreement, the Customer grants the Service Provider consent to the use of information about cooperation with the Customer for the purpose of marketing the Service Provider's products and services, including the use of trademarks or other indications of the Customer for this purpose (authorization / license to the extent necessary justified by the above-mentioned purpose). The Service Provider will be entitled to undertake information and marketing activities, such as a "case study" regarding the implementation of the Agreement, including the operation of the APP at the Customer's. The Customer may participate in activities agreed by the Parties (e.g. interview).
- 16.2. The Service Provider may provide information about cooperation with the Customer, in particular as part of such activities as: (i) internet marketing, (ii) event marketing; (iii) advertising activities using the mass media or (iv) targeted at a specific customer, including information contained in leaflets, offer catalogs, etc.
- 16.3. The Service Provider declares that its activities will be carried out in accordance with appropriate standards and will make every effort to ensure that the Customer's trademarks or designations are used in a positive context for the Customer's image.
- 16.4. The provisions of this paragraph are valid for the duration of the Agreement. After this period, they become an agreement concluded for an indefinite period with a month's notice (in writing under pain of nullity), effective at the end of the month.

17. AMENDMENTS TO THE TERMS OF SERVICE

- 17.1. The Service Provider reserves the right to amend these Terms of Service and its attachments. The amendments come into force after 14 (fourteen) days from their publication on the Service Provider's website or from the date they are made available to the Customer. Service Provider may determine a later date of entry into force of specific amendments. The Customer has the right to terminate the Agreement within this period, and in such a case the Agreement in its current wording shall be terminated upon the expiry of the notice period.
- 17.2. In each case, the amended Terms of Service apply to the Customer and its provisions apply to the Agreement at the latest with the beginning of the next Subscription Period.
- 17.3. The Terms of Service may be amended in particular in the event of one of the following reasons:
 - a. a change in the laws regulating the Agreement or a change in the interpretation of the laws as a result of court rulings, decisions, or recommendations of competent authorities in a given scope;
 - b. change in the way the Services are provided due to technical, economic or technological reasons, including the development of the APP;

Bigger Picture

- c. changing the scope or provision of Services by introducing new ones, modifying or withdrawing existing functionalities or Services by the Service Provider.
- 17.4. The Service Provider is entitled to make changes to the Price List, about which he will inform the Customer in accordance with the rules described above. The new Price List applies to the Customer at the beginning of the next Subscription Period, subject to section 17.6. below. Changes in the Price List may result, in particular, from the improvement of the Services, an increase in costs or an increase in the remuneration of specialists on the IT services market.
- 17.5. The changes do not affect any orders or payments made by the Customer prior to the effective date of such changes.
- 17.6. The Service Provider may update the Price List at any time in the event of price changes made by entities providing cloud infrastructure for the purposes of the APP. In this case, the Customer will be informed about the price update no later than 7 days before the date of entry into force of the changed prices. The changed prices come into force each time not later than on the day of their introduction by the cloud infrastructure provider.

18. FINAL PROVISIONS

- 18.1. The Customer undertakes to inform the persons whose data it provides to the Service Provider, including the Customer Coordinator, about the content of the information clause available online at: in Polish: [here](#) in English: [here](#) (before making the data available) and about its possible updates. At the request of the Service Provider, the Customer will provide proof of compliance with this obligation. The Customer will ensure that, if necessary (e.g. due to the employee's nationality), the information clause includes a language version that is understandable to the recipient. The Customer, who is a natural person, declares that before providing the Service Provider with his personal data, he has read the information clause published under the above-mentioned web address.
- 18.2. If any provision of the Terms of Service is considered invalid, unlawful or unenforceable, this shall not affect the validity of the remaining part of the Terms of Service.
- 18.3. The law applicable to the Agreement is Polish law. To the extent that it is allowed, the application of international law and foreign law is expressly excluded. In the event that international or foreign law were to apply to the Agreement, the Customer is obliged to inform the Service Provider of this fact. In the event of failure to inform, the Service Provider has the right to terminate the Agreement with immediate effect.
- 18.4. The Customer may not, without the consent of the Service Provider, transfer any receivables related to the Agreement to a third party or set off any of its receivables with the receivables of the Service Provider related to the Agreement. Consent must be given in writing under pain of nullity.
- 18.5. Customer agrees to comply with all applicable laws and Terms of Service regarding the import/export of content, services or equipment. The Customer agrees not to transfer content, services or equipment related to the Agreement to persons from countries that support terrorism, as determined by European authorities, Great Britain or the United States of America. Customer also represents and warrants that it is not under the control of, and is not a national or resident of, such country.
- 18.6. Any disputes arising from the implementation of the provisions of these Terms of Service will be considered by the common court competent for the registered office of the Service Provider. The Parties hereby agree that matters arising from or in connection with the Agreement are always subject to the jurisdiction of Polish courts.
- 18.7. If the Agreement has been concluded in two or more language versions or has been translated into any language other than English, the text in English shall prevail.

Archived versions of the Terms of Service available via support@biggerpicture.software.

LIST OF ATTACHMENTS

- Data processing agreement
- Price list

Bigger Picture

APPENDIX TO THE TERMS OF SERVICE

DATA PROCESSING AGREEMENT

CONTENTS

DEFINITIONS	1
1. SUBJECT	1
2. SCOPE OF PERSONAL DATA	2
3. PRINCIPLES OF PROCESSING	2
4. CONTROL	3
5. DURATION OF THE AGREEMENT	3
6. SUB-PROCESSING	3
LIST OF ATTACHMENTS	4

DEFINITIONS

Controller	Controller within the meaning of the GDPR.
Personal Data	Personal data within the meaning of the GDPR.
Agreement	Agreement for the provision of electronic services concluded between the Service Provider and the Customer. The Agreement is concluded under the conditions set out in these Terms of Service.
Sub-processing	Situation when Service Provider subcontracts Personal Data processing to a third party.
GDPR	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.

Capitalized terms not included in the table above should be interpreted in accordance with the definitions in the Terms of Service.

1. SUBJECT

The Customer as the Personal Data Controller engages the Service Provider, acting as a processor, to carry out processing activities on behalf of the Customer for the purpose of providing Services under the Agreement (nature and purpose of the processing).

2. SCOPE OF PERSONAL DATA

- 2.1. Due to the nature of Services provided by Service Provider, the type of Personal Data and categories of data subjects are determined and controlled by the Customer. Depending on the case, Personal Data may include in particular: identification data, contact details, position, employment, business activity, data on the current performance by the User of the contract between him and the Customer in accordance with the functionalities of the APP selected by the Customer, data on clients and business partners.
- 2.2. Depending on the case, Personal Data processed by Service Provider may concern in particular the following categories of data subjects: Customer's employees, Customer's associates, Users, data of contractors, clients and

Bigger Picture

business partners of the Customer, including potential ones, and data of other persons processed using the APP for the needs of the Customer's business.

- 2.3. The Personal Data shall be processed in an electronic form with the use of software necessary to perform the Agreement. The processing of Personal Data may include in particular the following processing activities: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

3. PRINCIPLES OF PROCESSING

- 3.1. Personal Data will be processed both within the European Economic Area and in third countries (within the meaning of the GDPR). Data transferred to third countries will be processed in accordance with the requirements of Chapter V of the GDPR, including in particular the use of standard contractual clauses adopted by the European Commission.
- 3.2. The Service Provider processes Personal Data only at the documented request of the Customer. In case of doubt, the Agreement is also deemed to constitute such a documented instruction. The Service Provider shall immediately inform the Customer if, in his opinion, the instruction given to him constitutes a violation of the GDPR or other provisions of the Union or a Member State on data protection.
- 3.3. The Service Provider declares that - taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of violating the rights or freedoms of natural persons with different probability of occurrence and severity of the threat - it will implement appropriate technical and organizational measures to ensure a level of security corresponding to this risk, including but not limited to, where applicable:
- a. pseudonymization and encryption of personal data;
 - b. the ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services at all times;
 - c. the ability to quickly restore the availability and access to personal data in the event of a physical or technical incident;
 - d. regularly testing, measuring and evaluating the effectiveness of technical and organizational measures to ensure the security of processing.
- 3.4. The Service Provider will authorize the processing of Personal Data to all persons who will have access to the Personal Data and shall ensure that persons authorized to process Personal Data undertake to keep the Personal Data confidential as well as the methods of their protection, or that they are subject to an appropriate statutory obligation of confidentiality.
- 3.5. The Service Provider will inform the Customer about any problems related to the security of Personal Data processing and any violations in this respect, without undue delay.
- 3.6. The Service Provider is obliged, through appropriate technical and organizational measures, to help the Customer fulfill the obligation to respond to the requests of the data subject in the exercise of his rights set out in Chapter III of the GDPR.
- 3.7. The Service Provider is obliged, taking into account the nature of the processing and the information available to it, to help the Controller meet the obligations set out in art. 32-36 GDPR.
- 3.8. Service Provider shall be liable for the damage caused to the Customer and third parties (including specifically other controllers) in relation to the performance of the Data Processing Agreement, exclusively on the principles and within the limits specified in the Terms of Service. The Customer shall be obligated to ensure performance of the provision of section 3.8 above under relevant contracts with appropriate third parties to the extent allowed by the law.

4. CONTROL

- 4.1. The Service Provider undertakes to enable the Customer or an auditor authorized by the Customer to conduct audits, including inspections, and contributes to them. The audit may be carried out:
- a. only by employees authorized in writing by the Customer or representatives of other companies acting on the Customer's behalf, and provided that they are obliged in writing to keep confidential all information obtained during the audit activities;
 - b. in a manner that guarantees no violation of other areas of the Service Provider's activity (including the rules of cooperation with entities other than the Customer), confidential information, contractual obligations, information regarding the Service Provider's cooperation with other entities;
 - c. the Service Provider shall be notified in advance of the planned audit at least 30 working days before the planned date of the audit.
- 4.2. Only documentation control is permitted as part of the audit / inspection. The Customer has the right to obtain the necessary explanations.

Bigger Picture

5. DURATION OF THE AGREEMENT

Personal Data processing is carried out for the duration of the Agreement and ends with the end of the Agreement. After the end of the Agreement, the Service Provider, depending on the Customer's decision, deletes or returns to the Customer all Personal Data and deletes all existing copies, unless the Service Provider is authorized to further process them as an Controller.

6. SUB-PROCESSING

- 6.1. The Customer gives the Service Provider general consent to use the services of other processors. The Service Provider informs the Customer about any intended changes regarding the addition or replacement of Sub-Processors, thus giving the Customer the opportunity to object to such changes. If the Customer does not raise an objection within 7 days from the Service Provider's delivery of the notification referred to above - the Customer has consented to engaging further processor by the Service Provider.
- 6.2. Where the Service Provider engages another processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in the Data Processing Agreement shall be imposed on that other processor by way of a contract or other legal act under the law. Where that other processor fails to fulfill its data protection obligations, the Service Provider shall remain liable (within the limits described in the Terms of Service) to the Customer for the performance of that other processor's obligations.
- 6.3. The Customer agrees to sub-processing Personal Data to entities listed in the appendix 1 and their distributors and partners.

7. COUNTRIES OUTSIDE THE EUROPEAN ECONOMIC AREA

The Parties confirm that this appendix applies accordingly to the requirements of personal data protection and privacy laws applicable in third countries (i.e. outside the European Economic Area) to the extent they are applicable to the Agreement, in particular to the requirements of US law, including California Consumer Privacy Act, and to the requirements of UK law, including the so-called UK GDPR. If necessary, the Parties shall take the necessary steps in good faith to bring this Agreement into line with the legal requirements of third countries.

LIST OF ATTACHMENTS TO DPA

1. List of further processors
2. CCPA

Bigger Picture

APPENDIX 1 TO DPA: FURTHER PROCESSORS

no.	Name	Country of company office	Categories of processing
1.	Vultr	United States Data - hosted in DC in Warsaw.	Cloud services, including: server / hosting
2.	Stripe	Ireland	Payment processing
3.	Mailjet	France	Sending system, technical, marketing communications

APPENDIX 2 TO DPA: CCPA

In consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to that all of the provisions of the Data Processing Agreement shall apply to the "Personal Information" (as defined in the CCPA), processed by Service Provider on behalf of Controller (hereinafter "Customer Personal Information").

Service Provider agrees that it will not:

- a. collect, share, retain, or use any Customer Personal Information except as necessary to perform Services for Controller;
- b. receive any Customer Personal Information as consideration for any services or other items that Processor provides to Controller, and shall not have, derive or exercise any rights or benefits regarding Customer Personal Information;
- c. sell any Customer Personal Information, as the term "sell" is defined in the CCPA.