

# **ORGANIZER'S REGULATIONS OF THE SF-CONFERENCE SYSTEM**

## **§ 1. General Provisions**

1. These Terms and Conditions set out the rules for the provision of services to Organizers through the SF-CONFERENCE System by SF-LABS sp. z o.o., with its registered office in Kraków (30-443), ul. Józefa Marcika 6, Tax Identification Number (NIP): 6793213075, National Business Registry Number (REGON): 388297924, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number 0000886671, with a share capital of PLN 5,000, fully paid up.
2. These Terms and Conditions are addressed to entities that register in the System as Event Organizers for the purpose of using its functionalities related to the management of Events.
3. Acceptance of these Terms and Conditions is a prerequisite for the conclusion of an Agreement between SF-LABS and the Organizer, governing the rules for the use of the System.
4. SF-LABS, as a Small Payment Institution (entry number in the register of payment service providers maintained by the Polish Financial Supervision Authority (KNF): MIP130/2022), provides the Organizer with payment acquiring services (within the meaning of Article 3(1)(5) of the Payment Services Act). Accordingly, SF-LABS acts as a merchant acquirer within the meaning of the aforementioned provision, with respect to accepting payments on behalf of the Organizer through the System.
5. Payments for participation in Events may be processed through the imoje payment system operated by ING Bank Śląski S.A., with its registered office in Katowice (40-086), ul. Sokolska 34, Tax Identification Number (NIP): 6340135475, KRS number 0000005459, under which SF-LABS acts as the Organizer's merchant acquirer.
6. Whenever the following terms are used in these Terms and Conditions, they shall have the meanings set out below:
  - a. **AI Assistant** – a System functionality enabling the Organizer to interactively search for information and perform operations related to Event management through an automated module that processes queries expressed in natural language,
  - b. **Account** – an individual user profile within the SF-CONFERENCE System that enables access to functionalities intended for the Organizer, including the management of Events and Participants' data, acceptance of payments, and communication within the System,
  - c. **Payment Operator** – an entity providing payment transaction processing services with which SF-LABS cooperates,
  - d. **Organizer** – a natural person, legal entity, or organizational unit without legal personality that has entered into an Agreement with SF-LABS,
  - e. **Terms and Conditions** – this document, available at <https://www.sf-conference.com/en/organizers-regulations>, the contents of which may be accessed free of charge by any person,
  - f. **General Terms and Conditions** – the SF-CONFERENCE System Terms of Use applicable to all Users of the System, including the Organizer, available at <https://www.sf-conference.com/en/terms-of-use>,
  - g. **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),

- h. **SF-LABS** – SF-LABS sp. z o.o., with its registered office in Kraków (30-443), at ul. Józefa Marcika 6, Tax Identification Number (NIP): 6793213075, National Business Registry Number (REGON): 388297924, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number 0000886671, acting as the operator of the System,
- i. **System** – the SF-CONFERENCE system available at <https://www.sf-conference.com/en> and its other technical components, including the Demo Version,
- j. **Consumer Rights Act** – the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended),
- k. **Act on the Provision of Electronic Services** – the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2002, No. 144, item 1204, as amended),
- l. **Payment Services Act** – the Act of 19 August 2011 on Payment Services (Journal of Laws of 2011, No. 199, item 1175, as amended),
- m. **Participant** – an entity that has registered for an Event organized by the Organizer through the System or has been registered by another person (e.g. a representative), regardless of whether it has an Account in the System,
- n. **Agreement** – an agreement concluded electronically between SF-LABS and the Organizer through registration in the System and acceptance of these Terms and Conditions,
- o. **Data Processing Agreement** – the agreement on the entrustment of personal data processing concluded between the Organizer and SF-LABS, constituting Appendix No. 1 to these Terms and Conditions, governing the rules for the processing of Participants' personal data by SF-LABS acting as a data processor,
- p. **Services** – all functionalities of the System provided by SF-LABS to the Organizer,
- q. **Payment Services** – the acquiring service referred to in Article 3(1)(5) of the Payment Services Act, which SF-LABS may provide to the Organizer,
- r. **AML Act** – the Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing (Journal of Laws of 2018, item 723, as amended),
- s. **User** – any entity using the Services within the System, in particular as an Organizer or Participant,
- t. **Event** – an event, conference, meeting, seminar, competition, or any other form of activity organized by the Organizer through the System, in relation to which registration, communication, payment, or other functions are carried out as part of the Services.

## § 2. Conditions for Using the Platform and Organizer Registration

1. SF-LABS represents that the Services are offered and provided under the Software as a Service (SaaS) model, which means that the software comprising the Platform is installed and maintained entirely within the infrastructure of SF-LABS. The User does not acquire any rights to the software forming part of the Platform.
2. In order to commence use of the System, the Organizer is required to complete the registration form available at <https://system.sf-conference.com/en/organizer/registration> and to accept these Terms and Conditions, the General Terms and Conditions, the Privacy Policy, and the Data Processing Agreement.
3. Registration of an Account requires the provision of the following information:
  - a. Where the Organizer is a natural person:
    - i. full name;

- ii. PESEL number (or, if no PESEL number has been assigned, date of birth);
    - iii. country of birth;
    - iv. nationality;
    - v. identity document series and number;
    - vi. business name (company name), Tax Identification Number (NIP), and the address of the principal place of business, where the Organizer is a sole proprietor;
    - vii. the Organizer's website address (if applicable);
    - viii. the industry or subject matter of the Events that the Organizer intends to organize using the System;
    - ix. email address.
  - b. Where the Organizer is not a natural person:
    - i. full legal name of the entity;
    - ii. legal form (e.g. limited liability company, joint-stock company);
    - iii. Tax Identification Number (NIP) or another identification number (or, where no such number has been assigned, the country of registration, the name of the relevant register, and the registration number and date of registration);
    - iv. registered office address or principal place of business;
    - v. with respect to the person registering the Account on behalf of the Organizer:
      - full name;
      - email address;
      - the legal basis authorizing such person to act on behalf of the Organizer (e.g. power of attorney, commercial proxy (prokura), or status as a member of the management board);
    - vi. the Organizer's website address (if applicable);
    - vii. the industry or subject matter of the Events that the Organizer intends to organize using the System.
4. In order to comply with its obligations under the AML Act, SF-LABS also requires the Organizer to provide information and data enabling SF-LABS to:
    - a. identify and verify the Organizer's beneficial owner;
    - b. determine whether the Prospective Organizer or its beneficial owner(s) qualifies as a Politically Exposed Person (PEP), i.e. whether they are, or have been within the 12 months preceding SF-LABS' verification, a politically exposed person, a family member of such person, or a person known to be a close associate of such person;
    - c. obtain information regarding the Organizer's business activities that is relevant to the provision of Payment Services, including, for example, the expected number of transactions, the expected transaction volume, the type of business activity, the industry sector, and similar information.
  5. As the use of the Payment Services provided by SF-LABS is optional, where the Organizer elects not to use such services, SF-LABS may refrain from collecting the information and data referred to in Section 4 and certain of the information and data referred to in Section 3 above.
  6. Upon SF-LABS receiving confirmation of the Organizer's Account registration in the System, if the Organizer has elected to use the Payment Services, a Payment Services Agreement shall be concluded between SF-LABS and the Organizer, the Account shall be activated, and the Organizer shall gain access to the "client service." The Organizer may then integrate its services with the System, commence organizing Events, and accept payments from Payers using the Payment Services provided by SF-LABS.
  7. By completing the Account registration procedure and entering into the Agreement as described in this Section, the Organizer accepts the fees set out in these Terms and Conditions.

8. SF-LABS reserves the right to deviate from the fees specified in these Terms and Conditions and to present selected Organizers with individual pricing offers.
9. SF-LABS reserves the right to establish business relationships only with entities selected at its sole discretion.
10. The Organizer represents and warrants that:
  - a. it has full legal capacity and the authority to enter into the Agreement on behalf of the registered entity;
  - b. all data and information provided during the registration process are complete, accurate, and up to date. If any such data or information ceases to be accurate, the Organizer undertakes to update it within 14 calendar days and acknowledges that failure to do so within this period shall constitute grounds for SF-LABS to terminate the Agreement with immediate effect;
  - c. it will use the System solely for its intended purpose and in compliance with all applicable laws;
  - d. all payments accepted through the Payment Services provided by SF-LABS relate exclusively to Participants' participation in Events;
  - e. it has read and fully accepts these Terms and Conditions, the General Terms and Conditions, the Privacy Policy, and the Data Processing Agreement;
  - f. its use of the System will not infringe the rights of any third party, including, without limitation, rights relating to the protection of personal data, intellectual property rights, and personal rights;
  - g. it will not use the System to organize Events whose content or purpose is contrary to applicable law, public morals, or the rights and freedoms of other persons;
  - h. it will not grant access to the System to any unauthorized third party;
  - i. it will ensure that Events organized through the System are not used for conducting activities that are:
    - i. fraudulent;
    - ii. fictitious or sham transactions;
    - iii. contrary to the principles of fair trading;
    - iv. it will ensure that the Events are not connected in any way with the offering, sale, promotion, or distribution of any of the following products or services:
      - psychotropic substances, narcotic drugs (including narcotics), or any other substances intended to be used as substitutes for such substances, irrespective of whether their possession or trade is prohibited by law;
      - explosives and pyrotechnic materials;
      - software designed or adapted to facilitate unlawful activities, including software:
        - a. containing computer viruses;
        - b. enabling the collection of information from a computer user without that user's knowledge;
        - c. intended to remove passwords, locks, or security protections from desktop computers, laptops, hard drives, other storage media, or car radios, as well as information or services relating to the installation or removal of such protections;
        - d. enabling the harvesting of email addresses from websites or the mass distribution of unsolicited emails, messages, or similar communications to users who have not consented thereto;
      - human or animal organs;

- materials containing content that infringes the personal rights of third parties;
  - music, films, software, or any other works infringing the intellectual property rights of third parties;
  - hazardous chemical substances in their pure form that may endanger human life, health, or the environment;
  - live or dead specimens of animals (including any parts or derivatives thereof) belonging to species listed in Annexes A–D to Council Regulation (EC) No. 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein, as amended;
  - materials containing pornographic content;
  - content depicting or promoting violence against animals;
  - items containing content that promotes hatred based on nationality, ethnicity, race, religion, lack of religious belief, age, sex, gender reassignment, disability, or sexual orientation;
  - instructions, website addresses (links), or FTP servers containing information that enables or facilitates:
    - a. the creation or acquisition of hazardous materials;
    - b. the commission of unlawful acts;
  - services or products related to participation in pyramid schemes;
  - weapons or ammunition the possession or trade of which requires a licence, permit, or registration under applicable law.
11. The Organizer undertakes to ensure that Participants of Events organized through the System receive proper customer service and that the Organizer fulfills all obligations arising under applicable law, including, in particular:
- a. providing Participants with complete and legally compliant information regarding the conditions of participation in the Event, including, in particular, the Event Terms and Conditions and the rules governing payment for participation;
  - b. ensuring that Participants are able to exercise their statutory rights, including the right of withdrawal where the provisions of the Consumer Rights Act apply;
  - c. handling and responding to Participants' complaints and inquiries independently and under the Organizer's sole responsibility;
  - d. refraining from discriminating against Participants and ensuring equal treatment in access to the Event;
  - e. complying with all applicable personal data protection laws and the provisions of the Data Processing Agreement with respect to the processing of Participants' personal data;
  - f. providing Participants with complete information regarding the available payment methods for participation in the Event.
12. An Organizer may hold only one Account.

### **§ 3. Scope of Services Provided to the Organizer**

1. SF-LABS provides the Organizer with access to the System in the Software as a Service (SaaS) model, making available selected functionalities through the Organizer's individually configured Account.
2. The System enables, in particular:
  - a. creating and managing Events;
  - b. configuring and administering Participant registration forms;
  - c. managing Participant registrations and communications with Participants;

- d. managing the submission, review, and qualification of papers;
  - e. generating and automatically sending email notifications;
  - f. integration with electronic payment systems;
  - g. issuing invoices and generating accounting reports;
  - h. creating and editing Event websites;
  - i. managing access to the Event administration panel;
  - j. using the AI Assistant to support the organization and management of Events.
3. SF-LABS provides the Organizer with technical support consisting of:
    - a. handling reports of technical issues submitted by the Organizer via the contact form, email, or the ticketing system;
    - b. providing ongoing assistance with the configuration of System settings to the extent covered by the user documentation;
    - c. correcting critical errors affecting the availability or core functionality of the System.
  4. Technical support is provided on Business Days between 9:00 a.m. and 5:00 p.m. Central European Time (CET). SF-LABS will make reasonable efforts to resolve reported issues as promptly as possible but does not guarantee any specific response or resolution time unless otherwise agreed with the Organizer.

#### **§ 4. Payment Terms and Fees**

1. The use of the System is subject to a fee and is based on Participant packages, which the Organizer may purchase in accordance with the current price list available at <https://www.sf-conference.com/en>.
2. The base price of a package and all applicable pricing tiers (including volume discounts) are specified in the current price list published at <https://www.sf-conference.com/en>. The price includes a one-time access for a given Participant to a specific Event. Removing a Participant does not free up a slot for another Participant in a different Event.
3. The Organizer may, at any time, purchase additional packages or increase the Participant limit assigned to an Event, in accordance with the terms and price list available at <https://www.sf-conference.com/en>.
4. SF-LABS provides discounts for the purchase of larger packages; however, their amount and thresholds are determined each time in the current price list available at <https://www.sf-conference.com/en>.
5. Discounts and pricing tiers apply only to a single, one-time purchase of a specified package threshold.
6. Purchased packages are non-refundable and do not have an expiration date, unless otherwise stipulated in the Agreement. SF-LABS reserves the right to deactivate a package in the event it has not been paid for.
7. Any expansion of the System by SF-LABS (e.g. the addition of new functionalities and views) is subject to separate pricing and requires individual agreement on the scope and timeline of the work.

#### **§ 5. Handling of Participant Payments and Provision of Payment Services to the Organizer**

1. Payments System allows Organizers to accept payments from Event Participants through integrated electronic payment systems operated by Payment Service Providers, including:
  - a. imoje – operated by ING Bank Śląski S.A., with its registered office in Katowice;
  - b. PayU – operated by PayU S.A., with its registered office in Poznań (60-166), ul. Grunwaldzka 186, Tax ID (NIP): 7792308495, KRS: 0000274399;

- c. Przelewy24 – operated by PayPro S.A., with its registered office in Poznań (60-198), ul. Pastelowa 8, NIP: 7792369887, KRS: 0000347935;
  - d. Stripe – operated by Stripe, LLC, with its registered office at 354 Oyster Point Boulevard, South San Francisco, California 94080.
- 2. Where imoje payment processing is used, the Organizer enters into a separate agreement with SF-LABS for the acceptance of payments using payment instruments, setting out the detailed terms of cooperation regarding transaction processing.
- 3. Use of online payments is subject to the technical requirements specified by the relevant payment service provider and SF-LABS, including in particular:
  - a. correct configuration of payment integration within the System;
  - b. ensuring that the Organizer's data in the administration panel is up to date;
  - c. acceptance of the payment service providers' terms and conditions.
- 4. All fees and commissions related to electronic payment processing shall be borne by the Organizer, in accordance with the individual agreement with the Payment Service Provider or the payment acceptance agreement concluded with SF-LABS, as referred to above.
- 5. SF-LABS provides services exclusively to Organizers holding bank accounts maintained by providers established in Poland.
- 6. By using the Services, the Organizer agrees that SF-LABS will accept payments from Payers on its behalf. Funds collected in this manner shall be held on a payment account maintained for SF-LABS by the Payment Service Provider until they are withdrawn by the Organizer.
- 7. The Organizer is provided within the Platform with data regarding the total amount collected on the payment account referred to above, the amounts available for withdrawal, as well as data on payments, settlement dates, payment methods, total payment amounts, commission values, and commissions already charged.
- 8. The SF-LABS System confirms and accepts payments identified by transaction number and corresponding in amount to the transaction value.
- 9. The Organizer may at any time request withdrawal of funds from the account referred to above via its Account. During the withdrawal process, the SF-LABS system may require two-factor authentication using:
  - a. the Account password;
  - b. a verification code sent to the Organizer's email address at the time of the withdrawal request;
  - c. a verification code sent via SMS to the Organizer's phone number; or
  - d. a time-based verification code generated in a paired authentication application via QR code.
- 10. Funds are transferred to the Organizer automatically within 2 business days from receipt of payment from the Participant, and automatically upon termination of the Agreement. However, in cases of force majeure, technical issues affecting the sender's or recipient's bank, or other unforeseen circumstances, this period may be extended.
- 11. Once SF-LABS' system confirms successful payment by the Payer, relevant information is automatically displayed in the Organizer's Account.
- 12. In certain cases, the Payment Service Provider reserves the right to perform additional verification of transactions in order to assess money laundering and terrorism financing risk.
- 13. SF-LABS or the Payment Service Provider may refuse to process a payment from a Payer that does not meet the requirements set out in the Agreement or the Terms and Conditions, as well as in cases provided for by applicable law, including in particular AML regulations, regardless of when the grounds for refusal are identified. This may occur in particular in the following cases:
  - a. doubts regarding compliance of the payment with applicable law, the Agreement, or the intended use of the Platform;

- b. a negative risk assessment related to the payment;
  - c. inability to identify the payment due to missing required information.
- 14. In the event of:
  - a. reasonable suspicion by SF-LABS, including notifications from authorized authorities or other entities regarding a breach of law, the Agreement, or the Terms and Conditions by the Organizer, or misuse of the Organizer's activity by third parties;
  - b. repeated negative assessment of payments or the Organizer by SF-LABS monitoring systems;
  - c. occurrence of grounds under AML regulations justifying termination of cooperation,
 SF-LABS is entitled, at its sole discretion, to:
  - d. immediately suspend acceptance or processing of payments or specific types of payments;
  - e. suspend transfer of funds to the Organizer;
  - f. block the Account;
  - g. terminate the Agreement with immediate effect.
- 15. Suspension of payment processing and/or transfers remains in effect until SF-LABS determines that the underlying reasons no longer exist.
- 16. SF-LABS shall inform the Organizer of the circumstances referred to above, unless prohibited by law or a competent authority's decision.
- 17. A Payer's payment made via the Platform/Services may be disputed or challenged, resulting in an obligation to refund the Payer in accordance with the Payer's agreement with the Payment Service Provider and applicable payment services regulations. Where such a refund occurs and SF-LABS is charged back accordingly, the Organizer shall not be entitled to remuneration for such payment, regardless of the reason for the refund, and any amounts already received must be returned. The refund shall be made by offsetting SF-LABS' claim for reimbursement against the Organizer's receivable, or by payment of the outstanding amount to SF-LABS' bank account within 7 calendar days of receiving a demand.
- 18. Additional services related to the Service, not described in the Terms and Conditions, may be provided by SF-LABS upon a separate written order by the User, after prior agreement on scope, timeframe, and remuneration. Such services shall be subject to additional individually determined fees.
- 19. The Organizer is strictly prohibited from engaging in any form of further financial intermediation.
- 20. Activities carried out within the Platform do not constitute banking operations. The use of the Services does not involve the opening of a bank account within the meaning of the Polish Civil Code or the Polish Banking Law.
- 21. Within its Services, SF-LABS does not maintain any payment account for Users within the meaning of applicable payment services regulations.

## **§ 6. Organizer's Obligations**

1. The Organizer shall bear full responsibility for the legality and compliance with applicable law of each Event organized through the System, in particular with respect to:
  - a. holding all required permits, licenses, administrative decisions, or other authorizations necessary to conduct the Event;
  - b. compliance with tax law, consumer protection law, copyright law, and personal data protection regulations;
  - c. ensuring that all content, materials, and activities carried out within the Event do not infringe the rights of third parties or good morals.

2. The Organizer is obliged to ensure that Event Participants are provided with:
  - a. access to the Organizer's own Event Terms and Conditions, defining the conditions of participation;
  - b. access to a privacy policy indicating the controller of Participants' personal data, the purposes of processing, and the rights of data subjects;
  - c. information on the right of withdrawal and complaint procedures, in accordance with the provisions of the Consumer Rights Act;
  - d. information on the rules and costs of participation, including payment terms and any additional fees.
3. The documents referred to above must be made available in a manner enabling Participants to download, store, and reproduce them before concluding the contract, and must also be accessible within the System during Event registration.
4. The Organizer undertakes to:
  - a. promptly respond to Participant reports concerning violations of their rights;
  - b. continuously update legal documentation assigned to the Event;
  - c. cooperate with SF-LABS in ensuring compliance with the GDPR and other applicable regulations;
  - d. verify the correctness and compliance of each invoice generated in the System, both prior to its issuance or submission to the National e-Invoicing System (KSeF), and immediately after such actions; in the event of any errors, the Organizer shall be obliged to correct them independently.
5. If the Organizer chooses to make its own privacy policy available to Event Participants via the System, it shall:
  - a. ensure that the document complies with the GDPR;
  - b. explicitly state within the document that the Organizer is the controller of Participants' personal data;
  - c. provide the document in a manner allowing Participants to review, download, store, and reproduce it prior to contract conclusion;
  - d. ensure that the content of the privacy policy is consistent with the activities carried out within the Event and the functionalities of the System.

## **§ 7. Personal Data Protection**

1. Administratorem danych osobowych Organizatora oraz osób działających w jego imieniu (np. użytkowników Konta Organizatora, osób wskazanych do kontaktu, przedstawicieli do rozliczeń) jest SF-LABS. Szczegółowe informacje na temat przetwarzania danych osobowych przez SF-LABS zostały opisane w Polityce Prywatności dostępnej pod adresem: <https://www.sf-conference.com/en/privacy-policy>.
2. W zakresie danych Uczestników Wydarzenia, Organizator pozostaje odrębnym administratorem danych osobowych w rozumieniu RODO. Odpowiada on samodzielnie za zgodność przetwarzania tych danych z przepisami prawa.
3. Zasady i warunki powierzenia przetwarzania danych osobowych przez Organizatora SF-LABS zostały określone w Umowie Powierzenia Przetwarzania Danych Osobowych, stanowiącej Załącznik nr 1 do niniejszego Regulaminu.
4. Akceptacja Regulaminu przez Organizatora jest równoznaczna z akceptacją Umowy Powierzenia. Brak akceptacji Umowy Powierzenia uniemożliwia zawarcie Umowy i uniemożliwia jego użycie.
5. W przypadku udostępnienia przez Organizatora własnej polityki prywatności Uczestnikom Wydarzenia w ramach Systemu, Organizator ponosi pełną odpowiedzialność za jej treść, legalność oraz zgodność z obowiązującymi przepisami prawa. SF-LABS nie weryfikuje ani nie zatwierdza

treści polityk prywatności publikowanych przez Organizatorów i nie ponosi odpowiedzialności za ich treść ani sposób realizacji obowiązków informacyjnych wobec Uczestników.

## **§ 8. Zasady korzystania z Systemu**

1. The controller of personal data of the Organizer and persons acting on its behalf (e.g. users of the Organizer Account, contact persons, billing representatives) is SF-LABS. Detailed information regarding the processing of personal data by SF-LABS is set out in the Privacy Policy available at: <https://www.sf-conference.com/en/privacy-policy>.
2. With regard to the personal data of Event Participants, the Organizer acts as a separate controller within the meaning of the GDPR. The Organizer is solely responsible for ensuring that the processing of such data complies with applicable law.
3. The terms and conditions governing the entrustment (processing) of personal data by the Organizer to SF-LABS are set out in the Data Processing Agreement, which constitutes Annex No. 1 to these Terms and Conditions.
4. Acceptance of the Terms and Conditions by the Organizer is deemed equivalent to acceptance of the Data Processing Agreement. Failure to accept the Data Processing Agreement prevents the conclusion of the Agreement and the use of the System.
5. If the Organizer makes its own privacy policy available to Event Participants via the System, the Organizer shall bear full responsibility for its content, legality, and compliance with applicable law. SF-LABS does not review or approve privacy policies published by Organizers and shall not be liable for their content or for the manner in which information obligations towards Participants are fulfilled.

## **§ 9. Copyright and Licences**

1. All copyrights and intellectual property rights to the System, its components (including source code, user interface, databases, documentation, graphic materials, texts, templates, UI components, and analytical tools), as well as to training and informational materials provided as part of the Services, are exclusively owned by SF-LABS or by third parties with whom SF-LABS has entered into appropriate licensing agreements.
2. The Organizer is granted a non-exclusive, non-transferable, non-sublicensable, and territorially limited (to the area of use of the System) right to use the System for the duration of the Agreement, solely to the extent necessary to organize Events in accordance with the intended purpose of the System and the provisions of these Terms and Conditions.
3. Nothing in these Terms and Conditions shall be construed as transferring any intellectual property rights to the Organizer in relation to the System or its components, and all rights not expressly granted are reserved by SF-LABS.
4. It is prohibited to:
  - a. copy, modify, adapt, translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the System or its components;
  - b. create derivative works or competitive products based on the System or its components;
  - c. provide, rent, lease, sublicense, or otherwise transfer rights to use the System to any third party without prior written consent of SF-LABS.
5. Any materials uploaded by the Organizer into the System (e.g. Event descriptions, programmes, graphics, presentation content) remain the property of the Organizer, subject to the granting to SF-LABS of a non-exclusive, royalty-free licence for the duration of the Agreement to use such materials for the purpose of providing the Services and ensuring the proper functioning of the System.

6. The Organizer consents to SF-LABS using publicly available information about Events and the Organizer entered into the System by or on behalf of the Organizer (including screenshots, Event names, and names of institutions/foundations/companies) for promotional and marketing purposes, in particular by publishing such information on the SF-LABS website, in sales presentations, and in informational materials. The Organizer may withdraw this consent at any time by sending a relevant statement to: [office@sf-labs.com](mailto:office@sf-labs.com). Withdrawal of consent does not affect the lawfulness of prior use before such withdrawal.
7. Any breach of this § may result in immediate termination of the Agreement by SF-LABS, as well as liability for damages under general principles, and criminal liability in accordance with the provisions of the Copyright and Related Rights Act and the Penal Code.

## **§ 10. Amendments to the Terms and Conditions**

1. SF-LABS reserves the right to unilaterally amend the content of these Terms and Conditions at any time for important reasons, subject to the provisions of this paragraph.
2. Important reasons referred to in paragraph 1 shall include, in particular:
  - a. the need to adapt the provisions of the Terms and Conditions to generally applicable laws;
  - b. a court judgment or a decision issued by a public authority requiring amendments to the Terms and Conditions;
  - c. changes in legal regulations relating to the business activities conducted by SF-LABS;
  - d. changes in market conditions concerning the business activities conducted by SF-LABS;
  - e. improvements by SF-LABS to security, functionality, or the level of personal data protection;
  - f. expansion, improvement, or discontinuation of certain Platform functionalities.
3. SF-LABS shall make changes to the Terms and Conditions public by publishing an appropriate notice on the Platform, as well as by sending notifications directly to Users.
4. Information about the changes, including their content and scope, shall be made publicly available one month prior to their entry into force.
5. Until the effective date of the changes, the Organizer shall be entitled to:
  - a. terminate the Agreement with immediate effect without incurring any fees;
  - b. object to the proposed changes. An objection shall result in termination of the Agreement on the day preceding the date on which the changes enter into force, without any fees. If the User does not object, it shall be deemed that the User has accepted the amended Terms and Conditions.
6. Payments initiated before the effective date of the amendments shall be processed under the previous terms, unless the new terms are more favorable to the Organizer.

## **§ 11. Liability and Exclusions**

1. SF-LABS shall be liable solely for the proper provision of services covered by these Terms and Conditions, to the extent resulting from the Agreement concluded. SF-LABS' liability is limited to actual losses incurred by the Organizer and does not include lost profits.
2. SF-LABS shall not be liable for:
  - a. the content or legality of Events organized by the Organizer;
  - b. actions or omissions of Event Participants;
  - c. damages resulting from the Organizer's or Participants' breach of applicable law or the Terms and Conditions;

- d. technical issues on the side of the Organizer or Participants (e.g. lack of internet access, incorrect browser configuration);
  - e. the Organizer's failure to fulfil obligations towards Participants, including contractual obligations, payment processing, complaint handling, or information obligations;
  - f. the content, accuracy, and correctness of invoices generated in the System and submitted to the National e-Invoicing System (KSeF), their compliance with tax law, and any related tax or accounting consequences;
  - g. damages resulting from the Organizer's failure to verify accounting documents or from incorrect operation of external systems (including KSeF).
- 3. The Organizer bears full and exclusive responsibility towards Participants for:
  - a. the organization, conduct, and legal compliance of the Event;
  - b. performance of contracts concluded with Participants;
  - c. providing Participants with legally required information, including information on the right of withdrawal and payment conditions;
  - d. handling complaints and refunds.
- 4. SF-LABS shall exercise due diligence to ensure that the System operates continuously and without errors; however, it reserves the right to:
  - a. temporary technical interruptions necessary for maintenance, updates, or system upgrades;
  - b. temporary limitation of certain functionalities due to external causes (e.g. failures of hosting providers or infrastructure providers).
- 5. SF-LABS, the Payment Service Provider, and the Payer shall not be liable for the Organizer's tax settlements in respect of received funds, including in particular liability under the Polish Personal Income Tax Act of 26 July 1991 (Journal of Laws 2012, item 361, as amended) and the Corporate Income Tax Act of 15 February 1992 (Journal of Laws 1992, No. 21, item 86, as amended). The Organizer is obliged to independently calculate and pay all public-law obligations related to payments received via SF-LABS services. The Organizer acknowledges that invoicing functionality and KSeF integration constitute solely technical support and do not constitute tax advisory services, nor do they relieve the Organizer of responsibility for accounting correctness.
- 6. SF-LABS shall be liable for irregularities in payment processing only if such irregularities are attributable to its fault. If such irregularities arise from the actions of the Payment Service Provider, the Payment Service Provider shall be responsible for remedying the resulting damage.
- 7. SF-LABS may, for security reasons or due to maintenance, updates, or system upgrades, temporarily suspend access to the Platform for the period necessary to remove threats or resolve failures. Accordingly, SF-LABS does not guarantee uninterrupted availability of the Services, including access to User Accounts, in particular the ability to process payments. Where possible, SF-LABS shall inform Users in advance of planned interruptions or disruptions in the operation of the Platform and Services.
- 8. SF-LABS may provide links to third-party websites on the Platform. By using such links, the User leaves the Platform. SF-LABS shall not be responsible for the content of third-party websites, the software or materials available there, nor for any consequences arising from their use. Use of third-party websites linked from the Platform is at the User's own risk.

## **§ 12. Complaints and Contact**

- 1. The User has the right to submit complaints regarding the functioning of the System and the provision of Services by SF-LABS.
- 2. Complaints should be submitted electronically to: [office@sf-labs.com](mailto:office@sf-labs.com) or via the contact form available within the System.

3. SF-LABS shall review the complaint within 15 days from the date of its receipt and shall provide the User with a response indicating the decision and its justification, in a form corresponding to the form in which the complaint was submitted.
4. In particularly complex cases preventing the complaint from being handled and responded to within the time limit set out in paragraph 3 (e.g. cases requiring technical or operational analysis), SF-LABS shall:
  - a. explain the reason for the delay;
  - b. indicate the circumstances that must be clarified in order to resolve the matter;
  - c. specify the expected extended time limit for handling the complaint and providing a response, not exceeding 60 business days from the date of receipt of the complaint.
5. If the deadline referred to in paragraph 3, and in certain cases the deadline referred to in paragraph 4(c), is not met, the complaint shall be deemed to have been resolved in accordance with the complainant's request.
6. The response to the complaint shall include in particular:
  - a. factual and legal justification, unless the complaint has been resolved in accordance with the complainant's request;
  - b. comprehensive information on the position of the financial market entity regarding the raised objections, including references to relevant provisions of the agreement or contractual template;
  - c. the name and surname of the person providing the response, together with their job title;
  - d. specification of the deadline for the fulfilment of claims resulting from a complaint resolved in favour of the complainant, not exceeding 30 days from the date of the response.
7. If the complaint is not upheld, the response shall also include information on the possibility of:
  - a. using mediation or arbitration proceedings;
  - b. submitting a request for the matter to be reviewed by the Financial Ombudsman;
  - c. bringing a claim before a common court, including identification of the defendant and the court having jurisdiction.
8. The complainant has the right to submit a request to the Financial Ombudsman (<https://rf.gov.pl>). The Financial Ombudsman is an entity authorized to resolve out-of-court disputes between entrepreneurs concerning financial services. Disputes arising from payment services may also be resolved by the Arbitration Court at the Polish Financial Supervision Authority (<https://www.knf.gov.pl>, "Arbitration Court" section).
9. For general matters concerning the functioning of the System, including technical support, the Organizer may contact SF-LABS via the following communication channels:
  - a. email: [office@sf-labs.com](mailto:office@sf-labs.com);
  - b. telephone: a number available at <https://www.sf-conference.com/en>;
  - c. contact form available on the same website.
10. The Organizer is obliged to store all paper and electronic documents relating to each transaction for a period of no less than 5 years, in particular copies of invoices confirming the transaction, reliable confirmation of delivery of goods or services to the Payer that are the subject of the transaction, or reasons for non-delivery. The above documents and any other requested materials must be provided immediately upon request by SF-LABS, but no later than within 3 business days from the date of the request.

### **§ 13. Termination of the Agreement**

1. The Agreement is concluded for an indefinite period, unless separate arrangements between the Organizer and SF-LABS provide otherwise.

2. SF-LABS may terminate the Agreement for important reasons at any time (in such case, where necessary, SF-LABS and the Organizer shall settle the Account), and without stating a reason, with one month's notice period.
3. Important reasons referred to in paragraph 2 shall include, in particular, situations where the User:
  - a. uses the Platform in a manner contrary to the Agreement, the Terms and Conditions, generally applicable law, principles of social coexistence, or good morals;
  - b. provided false data during registration or at any stage of the Agreement;
  - c. commits a material breach of the Terms and Conditions or the Agreement;
  - d. acts to the detriment of SF-LABS.
4. The Organizer may terminate the Agreement at any time with one month's notice. The notice period shall commence at the beginning of the month following the month in which the termination notice was submitted. Upon the Organizer's request, SF-LABS may agree to shorten the notice period in accordance with the User's request. Any such shortening may only take place after prior settlement of accounts.
5. During the notice period, the Organizer and SF-LABS shall make every effort to fully complete the cooperation (e.g. in relation to active complaints or settlements). After the expiry of the notice period, provided that all matters between the Organizer and SF-LABS have been concluded, the Agreement shall be terminated and the Account shall be deleted from the Platform. If not, the Parties shall make efforts to finalize such matters as soon as possible.
6. Termination notices shall be submitted by sending a statement of termination to the email address: office@sf-labs.com or via the Account.
7. SF-LABS may refuse to provide Services and delete the Account if it has been re-created after prior termination of the Agreement by SF-LABS or deletion of the Account due to the User's breach of applicable law or the Terms and Conditions/Agreement.
8. SF-LABS reserves the right to cease operations or transfer rights to the Platform to another entity at any time, for any reason, and without stating a reason. No consent from the Organizer shall be required in this respect.
9. In the event of termination of SF-LABS' or the Organizer's business activities, the Agreement shall be terminated.

#### **§ 14. Final Provisions**

1. These Terms and Conditions and the Agreement concluded on its basis shall be governed by Polish law.
2. The Parties undertake to strive to amicably resolve any disputes arising from this Terms and Conditions or the Agreement concluded on its basis, in particular through direct negotiations.
3. In the event of failure to amicably resolve a dispute, the court having jurisdiction to hear it shall be the common court having jurisdiction over the registered office of SF-LABS, unless mandatory provisions of law provide otherwise.
4. The Terms and Conditions shall enter into force on the date of its publication in the System and shall remain in force until amended or repealed.
5. In the event of discrepancies between the content of the Terms and Conditions and the provisions of an individual agreement concluded with the Organizer, the provisions of that agreement shall prevail.
6. The provisions of the Act of 14 March 2014 on public fundraising (Journal of Laws of 2014, item 498, as amended) shall not apply to these Terms and Conditions. It is prohibited to use the Platform to conduct public fundraising within the meaning of the aforementioned Act.