

TERMS OF SERVICE FOR ELECTRONICALLY PROVIDED SERVICES

§1 DEFINITIONS

1. Provider – SSC Master Sp. z o.o. (limited liability company) with its registered office in Poland – Torun, ul. Polna 100, postal code: 87-100, entered into the National Court Register by the District Court in Torun under KRS number 0000535582, NIP 956-23-097-01, REGON 360338668.
2. Account – an account created on the Platform using an email address, password, and the name of the organization on whose behalf the Account is created. The Account is necessary to use SSC Master Services. Access for additional Users is granted by the Client. User data is collected within the Account, with all data processed and available exclusively in databases stored on a dedicated server environment. Applications available to the User (front-end) do not store data, particularly personal data.
3. Client – a business entity or organization that enters into an agreement with the Provider for the provision of SSC Master services (SaaS) as defined in these Terms of Service. The Client manages the Account and grants access to its Users within its dedicated environment.
4. Terms of Service – these Terms of Service.
5. Website – the Provider's website, available at the following URLs: o <https://www.sscmaster.com> o <https://support.sscmaster.com> and the corresponding URLs dedicated to the SSC Master service environment contracted for the Client, which serve as access channels for SSC Master Services. Through the Website, the User gains access to the Account by providing an email address and password and complying with the organizational and technical security measures agreed upon with the Client (e.g., MFA). The Provider enables Users on the Website to review Services, pricing, these Terms of Service, and the Privacy Policy.
6. Platform – a system of web and mobile applications of the Provider, including a restricted access area, through which the Client can use services and manage them. The Platform is available at a URL dedicated to the Client's Users and in mobile applications developed by the Provider for Apple iOS and Google Android operating systems.
7. SSC Master Services – providing the Client and Users with, via the Platform, a set of functionalities and IT system resources through which Users may store and process data.
8. User – a person using the Platform within an Account who has been granted appropriate access by the Client based on an active Client Agreement with SSC Master.

§2 GENERAL PROVISIONS

1. These Terms of Service define the types and scope of services provided electronically, the rules for their provision, including technical requirements, the principles of entering into and terminating agreements for electronic service provision, the rules for sending commercial information, complaint procedures, copyright protection rules, personal data protection principles, and the Provider's scope of liability.
2. The Provider of the electronic services called SSC Master Services is SSC Master sp. z o.o. (hereinafter referred to as "SSC Master" or "Provider"), with its registered office in Poland – Toruń, ul. Polna 100, postal code: 87-100, entered into the National Court Register

by the District Court in Toruń under KRS number 0000535582, NIP 956-23-097-01, REGON 360338668.

3. SSC Master provides electronic services through a dedicated environment contracted for each Client organization, which, among other things, enables the optimization of processes related to personnel management and data concerning working time and absences. The updated description of functionalities is published at: o <https://www.sscmaster.com> o <https://support.sscmaster.com>

4. These Terms of Service set out the essential elements of the Agreement concluded between SSC Master as the Provider and the Client's organization, under which the User is authorized to use SSC Master applications with login credentials provided by the Client's organization. Due to SSC Master's business model and the technical and functional topology of the service environment, a User using SSC Master applications available through websites and mobile applications is entitled to interact with the SSC Master environment solely based on a valid Agreement concluded between the Client's organization (company) and SSC Master as the SaaS Provider (Software as a Service). If applications are used without connection to the Client's contracted server environment, they do not have full functionality, in particular, they do not allow access to or management of User and organizational data. Without connection to the proper server and prior configuration, SSC Master applications are of a test and demo nature; their use does not meet the conditions of the License Agreement and does not create contractual liability for SSC Master as the Provider.

§3 TYPES AND SCOPE OF SERVICES PROVIDED

1. The Provider enables the use of SSC Master Services via the Platform.

2. The Client and its Users, within access to SSC Master applications, may, among other things: a) use the functionalities available in the Account and enter data, b) post various types of work-related information, c) add information on absences or remote work and the reasons for them, d) update information in personal profiles, e) within their permissions: describe, modify, and delete posted content, f) view and download reports, g) modify configuration of functionalities and access scopes to data, h) access data entered by other Users within the same Account depending on Account settings, i) use support provided by the Provider's helpdesk center.

3. Depending on the contracted scope, SSC Master Services may include restrictions on the availability of certain functionalities and/or differences in the number of views and tabs available to Users in the application.

4. The use of SSC Master Services by the Client and Users involves creating, storing, and processing personal data for which the Client is the data

controller, and which are processed by the Provider under the terms described in the Data Processing Agreement.

5. The provision of electronic services takes place under the conditions set out in these Terms of Service. These conditions are strictly defined in the Agreement signed between SSC Master and the Client.

§4 GENERAL CONDITIONS OF SERVICE

1. The Provider does not provide SSC Master Services to consumers, serving only Client entities and organizations.

2. Before starting to use SSC Master Services, the Client confirms that they have read these Terms of Service and accept all of its provisions and agree to comply with them.
3. In order to start using SSC Master Services, the User must have an Account created based on the conditions of an active Agreement with the Client.
4. The User is not a party to the Agreement, and its terms and validity may be verified by contacting the appropriate department within their organization.

§5 RIGHTS AND OBLIGATIONS OF THE CLIENT

1. The Client undertakes to provide the Provider with accurate information, refrain from using unlawful content, and provide information necessary for the proper performance of electronic services.
2. When using SSC Master Services, the Client is obliged to act in accordance with the law and good practices, respecting the personal rights and intellectual property rights of third parties.
3. The Client bears sole responsibility for the consequences of actions of the Client or Users added within the Client's Account.
4. The Client is obliged to cooperate with the Provider during the provision of electronic services.
5. The Client may not transfer the rights and obligations arising from the agreement for electronic services within the Platform to other entities without the prior written consent of the Provider, under pain of nullity.
6. The Client and their associated Users are entitled to register any data on the Platform except unlawful content.

§6 RIGHTS AND OBLIGATIONS OF THE PROVIDER

1. SSC Master declares that the Platform is available continuously, while warning of possible temporary limitations in availability due to technical reasons (e.g., the need to perform repairs or maintenance of the Platform, as well as the need to modernize or expand it).
2. The Provider informs Users in advance of longer, planned technical interruptions and, as far as possible, schedules downtime during off-peak hours.
3. The Provider is entitled to block and/or delete a User's account if:
 - a. The Client violates these Terms of Service,
 - b. The Provider receives a request from a court or law enforcement authorities,
 - c. The User or Client, by improper use of the Platform, creates a threat to the Platform,
 - d. The User or Client commits abuse.
5. The Provider reserves the right to modify the Platform and SSC Master Services, in particular to expand the scope of functionalities.
6. The Provider informs about significant changes by publishing information on the Website.
7. The Provider is entitled to place marketing content related to services provided by the Provider on the Platform and the Website.

§8 COMPLAINTS

Due to the professional nature of services provided using the SSC Master environment and the contracting process of these services, all complaints may be submitted by the User to their organization's HR department or through the ticketing system available to the Client and Users under the provisions of the Agreement.

§9 LIABILITY OF THE PROVIDER

1. The Provider will make every effort to ensure the proper functioning of the Platform.
2. The Provider is not responsible for technical problems, hardware limitations of the computer equipment used by the Client or Users authorized by them, which prevent the use of the Platform and the services offered through it.
3. The Provider is not responsible for damages resulting from improper use of the Platform by the Client or Users, the entry of false or incomplete data, or malfunctioning of the hardware, software, or connectivity used by the Client and Users.
4. The Provider is not responsible for damages to the User caused by software failures, data loss, or temporary unavailability of the Platform. The Provider is also not responsible for business decisions made by the Client in connection with the use of SSC Master Services.
5. The Provider is not responsible for damages caused by the User disclosing access data, such as login, password, or other credentials required to access SSC Master applications and the environment, to third parties.
6. The Provider is not responsible for any actions or obligations of the User resulting from the use of SSC Master Services, including accounting or tax obligations.
7. The Provider is not liable to the User for non-performance or improper performance of Services caused by third parties (including telecommunications network operators) or force majeure.

§10 PERSONAL DATA PROTECTION

1. The Provider stores and processes data provided by Clients in accordance with applicable laws and in line with the Privacy Policy and the Data Processing Agreement.
2. The Client is the data controller of all personal data provided by the User while using the Platform.
3. The SSC Master Platform does not process payments arising from the Agreement or any other payments, particularly those related to employee settlements and salaries.

§11 COPYRIGHTS

1. All software and content included on the Website and in SSC Master Services, such as text, graphics, logos, photos, audio, and video files, are the property of the Provider and are legally protected.
2. Neither the Client nor any person or entity authorized by them may remove, obscure, prevent reading, or modify trademarks, copyright notices, and/or other ownership information included in content published on the Website and SSC Master mobile applications. In particular, it is prohibited to remove and/or modify the SSC Master logo from images made in

the form of screenshots, reports, and other results of using the Service, except where the Provider has granted consent in documentary form.

3. The use of the above intellectual property rights or SSC Master Services for purposes other than those agreed upon between the Provider and the Client is

prohibited. The Client bears full responsibility for any damage caused to the Provider as a result of the use of the company name or trademarks without the Provider's consent.

§12 TECHNICAL REQUIREMENTS

Access to SSC Master Services is possible only via the Internet using standard web browsers or SSC Master mobile applications available in official online stores (Apple Store and Google Play). Technical requirements necessary for using SSC Master Services:

1. A device with stable Internet access,
2. A web browser in the appropriate version (Google Chrome, Mozilla Firefox, Safari, MS Edge),
3. Operating system: MacOS, Linux, MS Windows,
4. Mobile application operating system: Google Android or Apple iOS.

§13 FINAL PROVISIONS

1. The Provider reserves the right to amend these Terms of Service.
2. The Provider notifies Clients of its intention to amend the Terms of Service by making the new version available on the Website and, in the case of significant changes, also by sending appropriate information via email.
3. Amendments to the Terms of Service come into force 14 days after publication of the new Terms of Service or its update.
4. All disputes arising from the implementation of the Agreement concluded between the Provider and the Client are subject to the jurisdiction of Polish courts and will be resolved under Polish law.
5. In matters not regulated in the Terms of Service, the provisions of Polish law, including the Civil Code, shall apply.
6. The court with jurisdiction will be the court competent for the Provider's registered office.