

Terms and Conditions for the provision of the Hero Box service (01.2018)

1. Introduction

- 1.1. These Terms and Conditions shall constitute an integral part of the Agreement for provision of the Hero Box service by Customer Support Heroes sp. z o.o.

2. Definitions

- 2.1. **Partner** – entrepreneur who is an individual, corporate entity or an organizational unit without legal personality with the capacity to enter into legal transactions who entered into the Agreement for provision of the Hero Box service.
- 2.2. **Client** – potential user or end user of the Partner's services or products.
- 2.3. **Customer Heroes** - company Customer Support Heroes sp. z o.o. with its registered office in Warsaw, which is providing the Service.
- 2.4. **Hero Box/Service** – a service offered by Customer Heroes in relation to provision of multichannel services for the Partner's clients, the description of which along with the principles of operation has been published on the website hero-box.co. Principles of operation provided on the website hero-box.co shall constitute an integral part hereof. Any amendments to the principles provided on the website her-box.co shall be subject to the provisions included in these Terms and Conditions.
- 2.5. **Price list** – summary of fees with respect to the performance of the Service as provided on the website hero-box.co
- 2.6. **Interaction** – completed contact with the Client.

In the case of the voice channel it shall mean a single incoming call or a phone call made to the Client. For the channel chat / communicator it shall mean a single session (exchange of information, questions and answers).

In the case of e-mail channel it shall mean the exchange of correspondence with the Client during a single working day.

- 2.7. **Basic group languages** – list of languages identified as a basic group as provided on the website hero-box.co.



- 2.8. **Agreement** – the agreement made between the Partner and Customer Heroes, to which these Terms and Conditions constitute an appendix.

3. Performance of the basic version of the Service

- 3.1. Prices of packages, description of the scope of support, supported foreign languages as well as days and hours of provision of the basic version of the Service are provided on the website hero-box.co.
- 3.2. Basic version of the Service includes additionally the following assumptions:
- 3.2.1. Unless otherwise agreed in the Agreement, standard minimum period for launching the Service shall be 3 business weeks for the languages from the basic group and 5 business weeks for other languages starting from the date of execution of the Agreement.
- 3.2.2. Initial product and tool training of the Customer Heroes' team conducted with the participation of the Partner (on-line or on premises) shall be covered by the basic package and will comprise up to 16 working hours. If the required training exceeds the above number of hours, additional fees for every subsequently started 8-hour block per participant shall apply.
- 3.2.3. Quality review – Partner shall have the right to review the quality of the provided Service once a month by accessing the archives of recordings or transcripts of interactions with the Clients realized by Customer Heroes, provided that the service is rendered with the use of tools supplied by Customer Heroes.

4. Duration of the Service

- 4.1. The Service shall be provided for at least 3 full calendar months. If the service was started later than on the 7th day of a given month, then this period shall not be included in the calculation of the minimum 3-month period of performance of the service.
- 4.2. After this period the provision of the Service may be terminated with one-month notice period effective at the end of the following calendar month on the basis of the written (under the pain of nullity) declaration of the Partner.

- 4.3. In the event of any changes in the scope or price of the offered services, Customer Heroes shall have the obligation to notify the Partner of the same 30 days in advance. Until the date that the changes come into force, the Partner shall have the right to terminate the Agreement without observing the period of notice, effective immediately. Fees for the service shall be calculated in proportion to the period of actual performance of the service.
- 4.4. Termination of the service by the Partner without observance of the period of notice may also be effected in the event of blatant breach on part of Customer Heroes of the provisions hereof and failure to remedy the same within 3 business days from the date of justified notice from the Partner.
- 4.5. Termination of provision of services on part of Customer Heroes without period of notice may be effected in the case where the Partner has breached the provisions hereof and failed to remedy the reason for the breach within 3 business days from the date of justified notice from Customer Heroes. The above shall in particular apply in the cases of:
- 4.5.1. default in payment,
- 4.5.2. unjustified lack of contact on part of the Partner for the period exceeding 10 calendar 10 days, provided Customer Heroes made an attempt to make the contact via e-mail and telephone.
- 4.6. Termination of the provision of the service by Customer Heroes shall not release the Partner from the obligation to make the payment for the Service in the case where the realization period does not exceed time limits specified in clause 4.1 hereof.
- 4.7.

5. Changes to the scope of the Service

- 5.1. Partner may change the scope of the Service in accordance with the below specified principles. After Customer Heroes have been notified in writing, the change shall come into effect at the end of the month following the month in which the notice was submitted.
- 5.2. Change in the package of interactions – package may be changed to the one package higher or one package lower in accordance with the price list for a given type of packages.
- 5.3. Change in the serviced languages – change may apply to switching on or off maximum two languages from the basic group.

5.4. In specified cases the above principles may be changed after they have been agreed on with Customer Heroes and after Customer Heroes have confirmed that it shall be possible to comply with them.

6. Obligations of Customer Heroes

6.1. Customer Heroes guarantees that it shall provide the Hero Box Services in a professional and diligent manner, in accordance with terms and conditions of provision of the Service as well as Partner's guidelines.

7. Obligations of the Partner

7.1. Partner undertakes to provide all necessary information, tools and guidelines required to provide the services to the Clients as well as to conduct introductory trainings for the Customer Heroes' team.

7.2. Partner undertakes to obtain all consents and declarations of the Clients required under the Polish and international law, enabling the Customer Heroes to perform the Service.

7.3.

8. Calculation of fees for the Services

8.1. All prices in the Agreement are provided exclusive of any due taxes (e.g. VAT).

8.2. Payments for the service are made in the currency in which the price quote was provided.

8.3. Cost of transfer of the remuneration to the bank account of Customer Heroes shall be paid by the Partner.

8.4. Customer Heroes shall not be liable for any consequences of changes in the currency exchange rates.

8.5. Payment for the Subscription services shall be made in advance for the following calendar month within 7 days of the receipt of the invoice. Invoices in this respect shall be issued at least 8 days prior to the beginning of the next calendar month.

8.6. In the case where the Service was launched during the calendar month, payment for the service and the volume of the package shall be calculated in proportion to the entire settlement period.

- 8.7. In the case where the number of interactions as part of the Hero Box package has been exceeded, the invoice taking into account additional services shall be issued at the end of a given calendar month in accordance with the price list applicable for a given package as indicated in the Agreement.
- 8.8. In the case where the invoices have not been paid within the specified time limit, Customer Heroes shall have the right to stop the performance of the Service after three working days from the date of issue of ineffective notice of the overdue payment. In the event of delays in payment exceeding 7 days from the date of the receipt of the invoice, Customer Heroes shall have the right to charge the contractual penalty in the amount of 1% of the value of the unpaid service for each business day of the period of the delay.
- 8.9. If the trainings and subject-related preparation of the team for the realization of the Service exceeds 16 working hours or it is required that the team has specialist (e.g. technical, legal, commercial or medical etc.) skills or additional qualifications requiring certification, the value of the service shall be determined individually and additional costs may be due in relation to launching of the Service.

9. IT tools and systems

- 9.1. Customer Heroes may use the tools made available by the Partner to provide services to the Clients, without additional charges, provided that the number of ordered interactions in the Hero Box packages amounts to at least 1000. In other cases an additional fee in the amount of 25% of the total value shall be added to the value of the Service.
- 9.2. Reporting from the Partner's IT systems shall take place only in the scope supported by these systems and it is possible that it shall not cover the scope of reporting normally offered as part of Hero Box.
- 9.3. Hero Box packages do not include the costs related to additional IT works such as integrations or creation of dedicated application for the package. In such case the value of such works shall be determined individually between the Parties.

10. Confidential Information

- 10.1. The following shall constitute the confidential information: materials and documents as well as information received or obtained from one of the Parties in relation to the products or services offered by the other Party, any and all other materials, documents and information, in particular of legal, financial, technical, technological, organizational or economic nature as well as any and all procedures, reports, analyzes, compilations, memoranda, summaries, notes, forms, lists of clients and business partners, business concepts, technical and organization plans, software (including documentation, and data which may become available during the use or testing of the software), specifications, plans, know-how, which relate directly or indirectly to the party or the entities cooperating with the Party and to the business activity conducted by the Party or the entities cooperating with the Party. Any and all materials, documents and information created by the Party receiving the Information in the course of cooperation between the Parties which include or directly relate to the information indicated in the preceding sentence.
- 10.2. Any information of confidential nature or expressly identified as confidential concerning the Parties shall be treated as confidential by the Parties and shall be disclosed or used by the parties only in the scope in which the disclosure or use is required to perform the Services.
- 10.3. Parties undertake not to provide the Confidential Information to any third parties, except for the employees or partners whose obligations following from the cooperation between the Parties require such knowledge, having informed them in advance of their obligations following from these Terms and Conditions. Party shall be liable for any breach of the obligations hereunder by the above persons, as for its own actions.
- 10.4. Parties undertake to promptly inform the other party on any loss, disclosure or reproduction of the Confidential Information in the manner that is inconsistent with the provisions hereof or the provisions of law.
- 10.5. Obligation to maintain confidentiality shall be in force also for the period of 2 (two) years from the date of termination of the Agreement, however it shall not apply to the information which is disclosed to the public legally or



the possession of which was acquired by the parties in other manner, unrelated to the obligation to maintain confidentiality.

- 10.6. As of the date of expiry of the Agreement both parties undertake to completely delete all Confidential Information received by virtue of the Agreement.
- 10.7. At a written request of the Disclosing party, made at any time, the Receiving party shall be obligated to return all materials, in any form, together with any copies and compilations, regardless of whether authorized or not.
- 10.8. Confidential information shall not include information which:
 - 10.8.1. Is or becomes known to the general public in the manner unrelated to the disclosure by any of the Parties, their agents, representatives, subcontractors or employees;
 - 10.8.2. Has been made available to any of the Parties in a manner that does not require confidentiality from a source other than the other Party or its agents, representatives or employees, who are not prohibited under any laws or agreement to disclose such information.

11. Entrusting the Processing of Personal Data

- 11.1. Partner ("Administrator") certifies that he is a personal data administrator within the meaning of applicable provisions of law and has all the consents and declarations in order to entrust Customer Heroes with data of the Clients for the purposes of performance of the Agreement.
- 11.2. Administrator entrusts Customer Heroes with processing of Personal Data of the Clients on behalf of the Administrator ("Processing of Personal Data" or "Processing").
- 11.3. Customer Heroes shall be entrusted with processing of Personal Data for the term of the Agreement and for the purpose of performance of the same.
- 11.4. Scope of Processing of Personal Data shall include the following activities with respect to the Personal Data: collection, recording, storing, transferring, preparing, changing, making available, deleting of Personal Data both in hard copies as well as in IT systems.

- 11.5. Processing Party shall have the right to further entrust the processing of Personal Data with other processing entities. Processing Party shall inform the Administrator on any intended changes with respect to adding or replacing other processing entities, at the same time giving the Administrator the opportunity to express his objection as regards the said changes within 7 (seven) days of the date at which the Administrator has received the information.
- 11.6. Processing Party undertakes to ensure security of the Personal Data intended for Processing, and in particular:
- 11.6.1. Processing Party represents that it is familiar with the provisions of the Act, the Directive and the Regulation and undertakes to process the Personal Data in accordance with the said provisions, and in particular to develop and use relevant documentation and procedures with respect to Processing of the Personal Data as well as technical, IT and legal security measures in accordance with the requirements specified in the Polish and European Union laws, including among others:
- 11.6.1.1. Pseudonymization and coding of the Personal Data; Capacity to permanently ensure confidentiality, reliability, access and durability of Processing systems and services;
- 11.6.1.2. Capacity to timely regain availability and access to Personal Data in the event of technical breakdown or other incident.
- 11.6.1.3. Process of regular testing, verification and evaluation of the effectiveness of technical and organizational methods of ensuring the security of Processing of the Personal Data.
- 11.7. Processing Party undertakes to take action, prior to commencement of Processing of the Personal Data, aimed at securing the Personal Data in accordance with art. 36-39 of the Act;
- 11.8. Processing Party undertakes to engage in Processing of the Personal Data only the persons who have obtained the consent for processing of the Personal Data.
- 11.9. Processing Party represents that all persons authorized to Process the Personal Data undertook to maintain confidentiality or are bound by a statutory obligation to maintain confidentiality;

- 11.10. Processing Party shall promptly notify the Administrator of any violations as regards the security of the Personal Data entrusted with the Processing Party and processed on the basis of this Agreement;
- 11.11. Processing Party undertakes to use the Personal Data entrusted with it on the basis of this Agreement solely for the purposes specified in this Agreement and undertakes not to disclose this data in any form to unauthorized third parties;
- 11.12. Processing Party shall provide to the Administrator, at his every request, necessary information on any and all Personal Data stored by the Processing Party.
- 11.13. Processing Party represents that:
 - 11.13.1. It shall process the Personal Data solely on the basis of a documented instruction from the Administrator, and the same shall also apply to provision of the Personal Data to any foreign countries or international organization;
 - 11.13.2. It undertakes to support the Administrator in ensuring that the obligations imposed on the Administrator by the EU laws are complied with, taking into account the nature of Processing of the Personal Data and information to which the Processing Party has access;
 - 11.13.3. Processing Party or its representative shall maintain a register (in hard copy or in an electronic form) of all categories of processing performed on behalf of the Administrator which shall include:
 - 11.13.3.1. Name and surname or business name and contact details of the Processing Party or its subcontractors and the Administrator as well as, if applicable, the representative of the Administrator or the Processing Party as well as the data protection inspector;
 - 11.13.3.2. Categories of Processing performed on behalf of the Administrator;
 - 11.13.3.3. If applicable, sending the Personal Data to a foreign country or international organization, including the identification of such country or organization, and, if applicable, documentation of relevant security measures;



- 11.13.3.4. As practicable, general description of technical and organizational security measures.
- 11.14. Administrator warrants that:
 - 11.14.1. He shall process all Personal Data in compliance with the Act, the Directive and the Regulation;
 - 11.14.2. He has obtained all required consents or has been authorized in other manner to process the Personal Data.
- 11.15. Processing Party hereby undertakes, not later than within 30 (thirty) days from the expiry or termination of this Agreement or as per instructions of the Administrator, to:
 - 11.15.1. Send to the Administrator any and all materials and carriers which do not constitute the property of the Processing Party or its subcontractors and which relate to processing of the Personal Data, delivering the same at the expense of the Administrator, to his address;
 - 11.15.2. Permanently delete or destroy any and all Personal Data entrusted by the Administrator, from all information carriers, software or devices used for processing of the Personal Data. Documents containing the Personal Data shall be destroyed in the manner guaranteeing that it shall not be possible to read the Personal Data recorded on the said documents. Destruction of the data shall be confirmed by the protocol prepared by a commission. Obligations described in this paragraph shall also apply to subcontractors.

12. Intellectual Property

- 12.1. Partner grants to Customer Heroes, without any additional remuneration, non-exclusive, unlimited by territory license to use, present and copy the name and logotype of the Partner solely for the purposes of marketing of the Customer Heroes' services.

13. Indemnification

- 13.1. Each Party shall indemnify the other Party against any third party claims, including all expenses, costs of legal assistance, court costs and costs of legal representation borne by the Party in connection with the breach of



this Agreement by another Party or third party claims against the Party in connection with the Agreement.

14. Limitation of liability

- 14.1. Regardless of the circumstances, Customer Heroes shall not bear any contractual or tort liability for any loss of profit or income by the Partner nor for any damage suffered by the Partner in connection with the Services provided by Customer Heroes, even in the case where the Partner notified of the possibility of such losses or damage. Partner represents that the entire contractual and tort liability of Customer Heroes for any actions or omissions on part of Contractual Heroes shall not exceed the amount which is the equivalent of the value of the Services provided for full calendar month preceding the breach.
- 14.2. Neither party shall be liable for a delay or failure to perform its obligations if it was caused by force majeure or other events which the Party could not have foreseen and which could not have been influenced by the Party.
- 14.3. Parties exempt Customer Heroes from liability for lost profits.
- 14.4. Partner shall be liable for any obligations, damage, claims as well as any and all reasonable costs and expenses of any type and nature, which may be due from Customer Heroes as a result of a breach of the Partner's obligations as specified by these Terms and Conditions.
- 14.5. Parties shall not be liable for their failure to perform or improper performance of their obligations under the Agreement if the same was caused by force majeure.
 - 14.5.1. By force majeure the Parties shall understand circumstances independent of the will and actions of the Parties, which could not have been foreseen by neither of the Parties and which could not have been prevented or the results of which could not have been prevented even if the Parties acted with due diligence.
 - 14.5.2. The following may in particular be deemed as force majeure: natural disasters and abnormal weather conditions, disasters, mobilizations, embargo, strikes, closing of borders or significant disturbances to traffic at the border crossings, public bans and regulations issued by



the authorities, preventing the full or partial performance of the Agreement.

15. Severability clause

15.1. In the case where any of the provisions of these Terms and Conditions prove to be invalid, this shall not affect the validity of other provisions of these Terms and Conditions.

16. Titles

16.1. Titles of paragraphs in these Terms and Conditions have been provided for convenience only and they do not constitute a part of the Terms and Conditions and should not be treated as providing guidelines as regards their interpretation.

17. Final provisions

17.1. Customer Heroes shall have the right to amend these Terms and Conditions, expand and modify the Services at any time without prior notice. The above shall in particular apply to the situations where such modifications or changes are needed to comply with applicable laws.

17.2. If Customer Heroes introduce any changes to these Terms and Conditions, it shall send a new version for the attention of the Partner to his email address at least 14 calendar days prior to the entry into force of the new Terms and Conditions.

17.3. Partner represents that by continuing to use the Services after the *ex-parte* change of the Terms and Conditions by Customer Heroes, he accepts at the same time the changes to the Terms and Conditions. In the case where he does not accept the changes, the Partner shall have the right to submit his objection within 14 days from the date of the receipt of the changes. Submitting an objection by the Partner shall result in the termination of the Agreement with observance of 1-month period of notice counted at the end of a calendar month.



- 17.4. Unless upon prior written consent of Customer Heroes, the Partner may not transfer rights and obligations under the Agreement to any third party
- 17.5. Matters not regulated in these Terms and Conditions and the Agreement, shall be governed by the laws of Poland.
- 17.6. Any disputes following from the Agreement or in connection thereto, shall be resolved by the common court with jurisdiction to the Capital City of Warsaw.
- 17.7. These Terms and Conditions along with the Agreement constitute the entire agreement between the Parties and shall replace any previous arrangements, agreements, statements and covenants (with respect to the subject matter of the Agreement).
- 17.8. None of the provisions of these Terms and Conditions or the Agreement shall be deemed to imply any attorney, employer-employee or joint-venture relationship between the Parties.