

REMOTLY SERVICE TERMS AND CONDITIONS

I. PRELIMINARY PROVISIONS

1. These Terms and Conditions (hereinafter: the “Terms”) set out the rules of the use by Users of the Remotly internet service (the “Service”) operated by Mirillis Core sp. z o.o. with its registered office in Zielona Góra, Poland, as well as the rules of communication with the Service Provider via the contact form available through the website.
2. The Service is operated in Polish, English, Turkish, Arabic and Spanish.
3. These Terms also define the rules for registering an Account and concluding Subscription Agreements, as well as the principles of providing paid and free Services made available within the Service, including the Community.
4. To ensure the best quality and full functionality of the Remotly Service, the User should meet the following requirements:
 - a) have an electronic device connected to the Internet,
 - b) use one of the following web browsers in their current version or one of the four previous major versions: Microsoft Edge, Google Chrome, Mozilla Thunderbird, Opera or Safari,
 - c) use a device equipped with a processor of at least 1.2 GHz and having 2 GB of available RAM,
 - d) have a screen with a horizontal resolution above 1024 px,
 - e) have access to an e-mail mailbox,
 - f) for mobile devices via the Mobile Application: have a supported mobile device equipped with the current version of the operating system or a version up to four full releases back.

II. DEFINITIONS

1. **Service** – the online service operating at <https://remotly.com/>, being a tool that enables the use of the Services made available within the Service.
2. **Company** – Mirillis Core sp. z o.o. with its registered office in Zielona Góra (postal code 65-001), entered into the Register of Entrepreneurs of the National Court Register under KRS number 0001050325, NIP 9292078550, REGON 525981046.
3. **Community** – a separate part of the Service intended to support Users in matters related to the Software and available at <https://community.remotly.com>.
4. **Subscription Service, Subscription Agreement, Subscription** – the right to use the Software granted under the Subscription Agreement entered into for a definite or indefinite period against payments made in favor of the Company or free of charge within the Service.
5. **Password** – a string of letters, digits or other characters used to authorize the User. The Password should meet the following requirements: contain at least 6 characters.
6. **Consumer** – a natural person who, together with an entrepreneur, undertakes legal acts not directly related to his or her business or professional activity, or a natural person concluding an agreement directly related to his/her business activity, if it results that such activity does not have a professional nature, deriving in particular from the object of his/her business activity.
7. **Client** – a User who has registered an Account in the Service in order to use Subscription Services.

8. **Materials** – texts, photographs, graphics, charts, video materials, multimedia, etc., in particular constituting works within the meaning of copyright and related rights regulations, published or made available on the Service, including within the Community.
9. **Contact Form** – a free-of-charge electronic service that enables the User to: a) receive, upon request, commercial information, in particular information about the Company's Offers; b) send inquiries to the Company; c) submit statements and demands in connection with concluded Agreements.
10. **Offer** – information regarding the License Plans offered by the Company, information available on the Service which constitutes an invitation to Users to submit offers to conclude a Subscription Agreement.
11. **Terms and Conditions** – these Terms and Conditions of the Remotly Service.
12. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th of 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).
13. **Agreement** – an agreement for the provision of Free-of-Charge Services referred to in Chapter III of the Terms and Conditions.
14. **Account Agreement** – an agreement concluded between the Company and the Client, allowing for the creation and use of an Account in the Service.
15. **Service** – an electronic service provided by the Company within the Service.
16. **Free-of-Charge Service** – a free-of-charge electronic service provided by the Company within the Service.
17. **Electronic Device** – a phone, tablet or computer (laptop or desktop) enabling the use of the Remotly Service and meeting the technical requirements described in the Terms and Conditions.
18. **Content Moderation** – activities, whether automated or not, undertaken by the Company aimed, in particular, at detecting, identifying and combating content that is not compliant with the Terms and Conditions (including illegal content) transmitted by Users, including measures implemented that affect the availability, visibility and reach of such non-compliant content, such as de-ranking such content or information, disabling access to it or removing it, or that affect the ability of Users to transmit such content, such as closing or suspending an Account in the Community.
19. **User** – a natural person with full capacity to perform acts in law to the extent in which he or she uses the Service.
20. **Community Account** – the page in the Community made available to a given User after prior registration and log-in, through which the User may place and present in the Community Posts visible to other Users. Through the Community Account the Community User introduces and manages Posts and other functionalities related to participation in the Community.
21. **Post** – a message or entry placed by the Community User.

22. **Community User** – a User of the Service who has registered a Community Account and accepted these Terms and Conditions.

23. **Technical Support** – technical assistance services provided by the Company within the Community, tutorials made available in the Service in written and video form, as well as within the User Documentation.

III. TYPES OF SERVICES PROVIDED WITHIN THE SERVICE

1. For the purposes of operating the Service, the Company provides Free-of-Charge Services consisting of:
 - a) displaying, upon the individual request of the User, content and Materials placed in the Service;
 - b) enabling contact with the Company via the Contact Form <https://remotly.com/contact>;
 - c) use of the Community;
 - d) registration and use of the Account;
 - e) registration and use of the Community Account.
2. Account registration is free of charge. However, the use of its functionalities is strictly linked to the Subscription Services, which may be paid or free where the Free Home Licence is concerned. More about Subscription Services can be found [HERE](#).
3. Use of the Services listed in para. 1 letters a and b does not require Account registration. Full use of the Remotly Community service is possible after registering a Community Account.
4. A Service is deemed to have been delivered:
 - a) in the case of a Service constituting a digital service – at the moment when the User or a physical or virtual device selected by the User gains access to the Service;
 - b) in the case of a Service constituting digital content – at the moment when the Service or a means enabling access to the Service or download of the service has been made available to the User or a virtual Device, or when the User or such a Device has gained access to the Service.
5. Provision of the Service referred to in para. 1 letters a and c above commences at the moment the User enters the Site and gains access to the Service.
6. Provision of the Service referred to in para. 1 letter b above commences at the moment of sending a message to the Company via the form.
7. Provision of the Service referred to in para. 1 letters d and e above commences at the moment of Account registration/Community Account registration.
8. If the Company has failed to deliver the Service, the User requests it to deliver the Service. If the Company fails to deliver the Service without delay after receiving the request or within an additional period expressly agreed by the Company and the User, the User may rescind the Agreement.
9. The User may rescind the Agreement without requesting delivery of the Service if:

- a) it is clear from the Company's statement or from the circumstances that the Company will not deliver the Service; or
- b) the User and the Company have agreed, or it clearly follows from the circumstances of conclusion of the Agreement, that a specified time for delivery of the Service was of significant importance for the User and the Company failed to deliver it within that time.

IV. RULES FOR USING THE SERVICE

1. The Service presents Materials, including informational content and advertising content.
2. The Company has the right to place within it advertising and informational content concerning Subscription Services and the Software.
3. Exclusive rights to the content made available within the Service, with particular reference to the name of the Service and the graphic elements comprising it, are legally protected and belong to the Company.
4. Fixing, copying, permanent reproduction or any other form of interference by the User with the content that is the subject of Services offered in the Service, which would be contrary to applicable law or the provisions of the Terms and Conditions, is prohibited.
5. The Company shall inform the User about updates to the Service, insofar as they concern security necessary to maintain the conformity of the Services with the Terms and Conditions, and shall deliver such updates to the User for as long as the Services are provided.
6. If a Service is to be supplied once or in parts, the Company shall inform the User about updates to the Service software for the period reasonably expected by the User, taking into account the type of Service, in order for it to be used, and the circumstances of conclusion and the nature of the Agreement.
7. If the User does not install, within a reasonable time, the updates supplied by the Company in accordance with point 6 above, the Company shall not be liable for any lack of conformity of the Service with the Agreement resulting solely from the absence of the update, provided that:
 - a. it informed the User about the update to the Service, including security-related updates, necessary to maintain the conformity of the Services with the Agreement and the consequences of not installing it;
 - b. the failure to install or the improper installation of the update referred to in point 6 above did not result from errors in the installation instructions provided by the Company.
8. The User is obliged to:
 - a) use the Service in accordance with applicable law, social norms and customs, the provisions of the Terms and Conditions and the rules of social coexistence on the Internet;
 - b) use the Service in a manner that does not disrupt its functioning, in particular through the use of specific software or devices;
 - c) use the Services offered by the Service in a manner that is not burdensome to other Users, with respect for their personal rights and all rights vested in them;

- d) secure their Electronic Device before starting to use the Service in order to protect against viruses, as well as against the harmful impact of third parties, malicious software and other potential threats that may be encountered on the Internet. The User should pay particular attention to threats in the form of unsolicited commercial information and fake electronic messages sent in the name of the Company.
- 9. The functioning of the Service requires cyclical technical monitoring, fixes and maintenance, which may cause temporary and short-term interruptions in the operation of the Service or of a Service. In the event of interruptions in access lasting longer due to a failure, the Company will use its best efforts to remove the failure as soon as possible.
- 10. While using the Service, short text information called “cookies” is stored on the User’s device. The installation of cookies is necessary for the correct operation of the Service. Detailed information concerning cookies in connection with the provision of services through the Service is contained in the Privacy Policy available at <https://remotly.com/legal>.

V. ACCOUNT REGISTRATION AND LOG-IN

- 1. Account registration is voluntary and free of charge.
- 2. Registration is carried out by, consecutively:
 - a) completing by the User the registration form available in the Service by filling in the indicated information fields;
 - b) accepting the Terms and Conditions;
 - c) accepting the Licence Agreement;
 - d) setting a Password for the Account;
 - e) receiving a message sent by the Company with a request to activate the Account to the e-mail address provided by the Client in the registration form;
 - f) activating the Account by the User clicking on the link contained in the message sent by the Company.
- 3. The User may register in the Service via an external account on Facebook or Google. Registration via an external account requires acceptance of the terms of service of that platform.
- 4. The User may have only one Account assigned to a given e-mail address.
- 5. The User is obliged to protect the Password and not to disclose it to other persons.
- 6. The User is obliged to notify the Company immediately upon becoming aware that a third party has obtained the Password. In the absence of such notification, the User bears the risk associated with a third party using his or her Account.
- 7. An Account Agreement is concluded at the moment of registration. From that moment the Company commences the provision of the Account maintenance Service.
- 8. The User may delete the Account at any time. For this purpose, the User should issue the appropriate instruction within his or her Account. The instruction to delete the Account is equivalent to termination of the Account Agreement with immediate effect, subject to the preservation of acquired rights of the other party before termination and the provisions below.

9. The User's Account stores the data provided by the User, information about added devices and the Subscription purchased. In the event of any change to the data, the User is obliged to update it. The User is liable for the consequences of entering false or incomplete data or for failing to update it.
10. Log-in is possible using the e-mail address provided during Account registration.
11. The data provided during Account registration can be changed using the form available in the "Profile" tab of the User's Account.
12. If the User has forgotten the Account Password, it can be reset by using the form on the log-in page and providing the e-mail address.

VI. OFFERS

1. Offers are published in the Service.
2. To order a Subscription, the User should click the "Subscribe" button under the selected Licence Plan. The Service will redirect the User to the log-in/Account registration panel (having an Account is necessary to use the Subscription) and then to the Order panel for the selected Licence Plan.
3. Prices in the Service relating to the Commercial Licence do not include VAT; prices relating to the Home Licence include VAT.

VII. REMOTLY COMMUNITY

1. REGISTRATION

- 1.1. Any User may register in the Community.
- 1.2. The User registers in the Community by providing a Community user name, e-mail address and password. Registration of a Community Account is possible only on the condition that the User accepts these Terms and Conditions.
- 1.3. The User's log-in is visible within the Community to all Community Users and may also be accessible to persons using the Internet and may be indexed by internet search engines.
- 1.4. A Community User also has the option to mark his or her Community Account with a photo or one of the graphical symbols (avatars) made available for this purpose within the Community.
- 1.5. The User's registration in the Community is tantamount to his or her consent to the use of electronic means of communication for the provision of services by the Company within the Community.

2. GENERAL PRINCIPLES OF USING THE COMMUNITY

- 2.1 The purpose of the Community is to exchange knowledge, provide mutual assistance among its members and conduct discussions related to the Remotly Software, as well as to provide Technical Support services by the Company.
- 2.2 Use of the Community by the User is free of charge.
- 2.3 Users may be natural persons who are at least 18 years old and have full legal capacity.

- 2.4 To fully use the functionalities of the Community, log-in is required. After logging in to the Community, the User is entitled, in particular, to:
- a) read Posts placed by the Company or other Users;
 - b) start new threads and post Posts in existing threads;
 - c) exchange private correspondence between Community Users.
- 2.5 An unregistered or not logged-in User may use the Community only within the scope indicated in point 2.4 letter a).
- 2.6 Posts placed by the User are public information which, upon being posted, become public. In particular, they may be available to persons using the Internet and may be indexed by internet search engines.
- 2.7 A registered User has the right at any time to resign from using the Community by deleting the Community Account. To delete the Community Account, the User should: 1) log in to the Account, 2) open the "Members" tab, find "Staff", select an "Administrator" and send him/her a message requesting deletion of the Account. The User acknowledges and agrees that deleting the Community Account is equivalent to the irreversible loss of all data collected within that Community Account, subject to data retention rules. Posts placed by the User in the Community remain public even after the Community Account is deleted.
- 2.8 Suspension or temporary limitation of the functionality of the Community Account does not affect the User's ability to use the Community. In the event of termination of the Community Account Agreement concluded between the User and the Company, the User loses the ability to log in to the Community Account at the moment the Agreement is terminated in accordance with the Terms and Conditions.
- 2.9 If the User does not comply with the rules set out in the Terms and Conditions, the Company reserves the right to remove any offensive content; remove the User's Community Account or limit its visibility and keep the data associated with it in accordance with our data storage policies; as well as to notify third parties (including law enforcement authorities) and provide them with information related to the User's Community Account. Taking such steps may be necessary to ensure the safety of Users and others, to investigate, prevent or confirm potential violations of the Terms and Conditions, and to detect and resolve any issues related to fraud or security.

3. CONTENT MODERATION

- 3.1 The Company enables Community Users to provide certain content within the Service, including the ability to add comments, express opinions or actively participate in dedicated closed or open communication groups/channels.
- 3.2 The User acknowledges and agrees that all content published by him or her will be visible to other persons who have access to the Service (including the groups/channels operating within it).
- 3.3 The User may not submit content that is contrary to these Terms and Conditions. Content contrary to these Terms and Conditions shall in particular mean content that constitutes illegal content within the meaning of the Digital Services Act. Illegal content is, in particular, content which in itself or by reference to an activity, including the sale of products or provision of services, is not compliant with Union law or with the law of any Member State that is compatible with Union law,

regardless of the specific subject matter or character of that law, or which becomes illegal under applicable provisions because it relates to illegal activities.

For example:

- a. content that is untrue, misleading or capable of misleading other Users;
- b. content that may infringe copyright or other intellectual property rights;
- c. content infringing the rights of third parties;
- d. content violating personal rights;
- e. content containing personal data of the User or another person;
- f. discriminatory content (e.g. on the grounds of gender, race, nationality, language, religion), inciting violence or of a pornographic nature;
- g. offensive or vulgar content (also in foreign languages) or containing threats directed at third parties;
- h. content that constitutes direct attacks on other Users;
- i. content unrelated to the subject matter of the discussions conducted within the Community;
- j. content containing advice that could result in harm or the commission of an offence;
- k. content whose subject is moderation actions;
- l. content containing website addresses or names of competing services;
- m. content promoting, in any form, the activity of the User or third parties conducted outside the Service;
- n. content constituting an announcement of products or services offered by oneself;
- o. content containing advice or instructions regarding behaviours or omissions by Users that could result in a breach of the Terms and Conditions or that would assist in circumventing security measures applied within the Service and Community;
- p. content constituting a commercial communication or containing commercial information within the meaning of Article 3 point (w) of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act);
- q. dissemination of images depicting the sexual exploitation of children;
- r. unlawful sharing of private images without the owner's consent;
- s. cyberstalking;
- t. sale of non-compliant or counterfeit products;
- u. sale of goods or provision of services in breach of consumer protection law;
- v. unauthorized use of copyright-protected materials;
- w. illegal offering of services or illegal sales;
- x. unlawful incitement to hatred;
- y. terrorist content;
- z. unlawful discriminatory content;
- aa. illegal sale of live animals.

3.4 It is also prohibited:

- a. to send the same message repeatedly (spam) or many different messages at very short intervals (flooding);
- b. to duplicate threads;
- c. to disseminate or encourage the download of computer viruses or malicious/harmful software;

d. to conduct political, religious or other agitation.

3.5 Content contrary to these Terms and Conditions shall also mean off-topic content, content devoid of substantive value or content violating good customs.

3.6 The Company may perform preventive verification of content provided by Users and, in particular, reserves the right to approve user-supplied content before publication.

3.7 The Company does not verify whether the supplied content originates from Users who have used or are using the Company's services and products.

3.8 The Company has the right at any time, ex officio or upon request, to moderate content supplied by Users.

3.9 The Company shall not be liable if:

3.9.1 it has no actual knowledge of illegal activity or content contrary to the Terms and Conditions (including illegal content), and with regard to damages claims – it is not aware of facts or circumstances that make the illegal activity or content contrary to the Terms and Conditions (including illegal content) evident; or

3.9.2 it acts promptly to remove or disable access to content contrary to the Terms and Conditions (including illegal content) once it obtains such knowledge or awareness.

3.10 The Company also has the right to:

3.10.1 send to the Community User's e-mail address provided during registration technical, system and service information regarding the functioning of the Community, which do not constitute commercial information;

3.10.2 place within the Community informational content regarding its own services and products.

4. REPORTING MECHANISMS AND ACTIONS

4.1 The Company has implemented mechanisms enabling any person to report specific content that such person considers to be content contrary to these Terms and Conditions.

4.2 A report may be submitted electronically via the Contact Form at <https://remotly.com/contact> by selecting from the list the subject: "Report of illegal content (DSA)".

4.3 A valid report should contain the following elements:

4.3.1 a sufficiently reasoned explanation of the reasons why the person alleges that the content constitutes content contrary to the Terms and Conditions;

4.3.2 a clear indication of the exact electronic location of the content, such as an exact URL or exact URLs and, where applicable, additional information enabling identification of the content contrary to the Terms and Conditions;

4.3.3 the name and surname or designation and e-mail address of the person or entity submitting the report, except for reports concerning content considered to be related to one of the offences referred to in Articles 3-7 of Directive 2011/93/EU of the European Parliament and of the Council

of 13 December 2011 on combating the sexual abuse and sexual exploitation of children and child pornography, replacing Council Framework Decision 2004/68/JHA;

- 4.3.4 a statement confirming the good-faith belief of the person or entity submitting the report that the information and allegations contained therein are accurate and complete.
- 4.4 A person making a report may use the report template constituting Annex 1 to the Terms and Conditions.
- 4.5 A report shall be deemed to provide grounds for obtaining actual knowledge or awareness of illegal activity or content contrary to the Terms and Conditions (including illegal content) if it enables the Company, acting with due diligence, to determine – without detailed legal analysis – the illegal nature of a given activity or content.
- 4.6 If the report contains electronic contact details of the person who made the report, the Company shall, without undue delay, send that person confirmation of receipt of the report.
- 4.7 The Company shall also, without undue delay, inform that person or entity of its decision regarding the content to which the report relates, providing information on the possibility of appealing the decision. The Company's decision shall include a justification.
- 4.8 The Company shall examine all reports and make decisions regarding the content to which the reports relate in a timely, non-arbitrary and objective manner and with due diligence.

5. CONSEQUENCES OF PROVIDING CONTENT CONTRARY TO THE TERMS AND CONDITIONS

- 5.1 If the Company determines that content provided by the User constitutes content contrary to the Terms and Conditions (including illegal content), the Company may apply the following restrictions:
 - 5.1.1 de-ranking of the content – subjecting the content to actions that decrease its visibility on the Internet;
 - 5.1.2 disabling access to the content – taking actions that will prevent access to the content by both the User who provided the content and other Users;
 - 5.1.3 removal of the content – complete and irreversible elimination of the content;
 - 5.1.4 suspension of the service in whole or in part – suspension of the service means a temporary impact on the User's interests that may be applied for up to 60 days;
 - 5.1.5 termination of the service in whole or in part – termination of the service means permanent exclusion of the User;
 - 5.1.6 suspension of the User's Community Account – suspension of the Community Account results in loss of access to the Community Account service for up to 60 days;
 - 5.1.7 closure of the User's Community Account – closure of the Community Account means its complete deletion, i.e. termination of the Community Account Agreement.
- 5.2 The Company reserves the possibility to apply restrictions in the form of de-ranking content or disabling access to content for the duration of proceedings aimed at definitively determining

whether the content provided by the User is contrary to the Terms and Conditions. In such a case, the restriction may be applied for no longer than 30 days.

- 5.3 When choosing a restriction, the Company takes into account that it should be effective, proportionate to the gravity of the violation and dissuasive.
- 5.4 If the Company takes such decisions, it must provide Users, including persons or entities who made the report, for at least six months from the decision, with an effective internal complaint-handling system. This system shall enable interested parties to submit complaints electronically and free of charge against the decision taken by the Company after receiving the report.
- 5.5 The Company shall inform the reporter and the person who published the content of its decision. If the decision affects the person who published the content, the Company shall justify its decision and inform the parties of the possibility of appealing the decision.
- 5.6 The justification of the decision shall contain at least the following elements:
 - 5.6.1 an indication of whether the decision includes: de-ranking content, disabling access to content, removal of content, suspension of the Service in whole or in part, termination of the Service in whole or in part, suspension of the User's Community Account, closure of the User's Community Account, and, where applicable, the territorial scope of the decision and its duration;
 - 5.6.2 the facts and circumstances on which the decision is based, including, where applicable, information on whether the decision was taken on the basis of a report or on the basis of voluntary own-initiative investigations and, where absolutely necessary, the identity of the reporter;
 - 5.6.3 where applicable, information on the use of automated means when taking the decision, including information on whether the decision was taken in respect of content detected or identified using automated means;
 - 5.6.4 if the decision concerns potentially illegal content, an indication of the legal basis on which the decision is based, together with an explanation of the reasons why, on that basis, the content is considered illegal;
 - 5.6.5 if the decision is based on the alleged non-compliance of the content with the Terms and Conditions, an indication of the contractual basis on which the decision is based, together with an explanation of the reasons why the content is considered non-compliant with that basis;
 - 5.6.6 clear and user-friendly information on the available means of appeal against the decision, in particular, where applicable, via internal complaint-handling mechanisms, out-of-court dispute resolution and judicial remedies.

6. APPEAL

- 6.1 If dissatisfied with the decision issued by the Company, the person or entity making the report as well as the Community User who provided content contrary to the Terms and Conditions may lodge an appeal.

6.2 The appeal shall be submitted within 14 days from the date of receipt of the decision, in electronic form via the Contact Form at <https://remotly.com/contact> by selecting from the list the subject “Appeal against decision regarding illegal content (DSA)”.

6.3 The appeal should contain at least:

6.3.1 name and surname (or company name);

6.3.2 contact details, in particular the e-mail address;

6.3.3 detailed justification;

6.3.4 indication of what the appellant is requesting.

6.4 The Company shall, without undue delay, confirm receipt of the appeal by electronic means (e-mail).

6.5 The Company shall use all due diligence to ensure that the appeal is considered within 14 days.

6.6 The Company shall inform the appellant of its position by electronic means (e-mail).

7. ORDER TO TAKE ACTION AGAINST ILLEGAL CONTENT OR ORDER TO PROVIDE INFORMATION

7.1 The Company points out that, upon receiving an order to take action against specific illegal content or specific illegal contents, issued by the competent national judicial or administrative authorities on the basis of applicable Union law or applicable national law that is consistent with Union law, it is obliged, without undue delay, to inform the authority that issued the order, or any other authority indicated in the order, of any actions taken in response to the order, indicating whether and when actions were taken in response to that order.

7.2 The Company points out that, upon receiving an order to provide specific information concerning at least one identified individual User, issued by the competent national judicial or administrative authorities on the basis of applicable Union law or applicable national law that is consistent with Union law, it is obliged, without undue delay, to inform the authority that issued the order, or any other authority indicated in the order, of its receipt of the order and of the actions taken in response to that order, indicating whether and when actions were taken in response to that order.

7.3 The Company shall, at the latest at the moment of taking action in response to the order or, where applicable, at the moment specified in the order by the issuing authority, inform the User who provided the illegal content of the receipt of the order and of the actions taken in response to that order. The information provided shall include the reasoning, the available means of appeal and, in the case of an order referred to in point 7.1, a description of the territorial scope of the order.

8. NOTICE OF SUSPECTED CRIMINAL OFFENCE

8.1 If the Company obtains any information giving rise to the suspicion that a criminal offence that endangers the life or safety of a person or persons has been, is being, or may be committed, it shall immediately inform the law-enforcement or judicial authorities of the Member State or Member States concerned of its suspicion and provide all available information on the matter.

9. ROLE AND POWERS OF THE COMPANY

- 9.1 In accordance with Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act), the Company has designated a point of contact for direct communication with the authorities of EU Member States, the European Commission, the Digital Services Board and the Users of the Service on matters covered by that act. The point of contact is available at: Mirillis Core spółka z ograniczoną odpowiedzialnością, ul. Fabryczna 14B/1, 65-410 Zielona Góra, Poland, and via the Contact Form at <https://remotly.com/contact> by selecting the communication topic "Point of contact (DSA)".
- 9.2 The primary role of the Company is to supervise and moderate content posted by Community Users.
- 9.3 For the effective management of the Community, the Company shall appoint its employees or other persons to act as moderators, managers or administrators of the Community. These persons will be distinguished with the additional designation "Administrator" (or similar). The Company is not liable for Posts or other content placed by persons who have not been appointed to perform the aforementioned functions.

10. INTELLECTUAL PROPERTY

- 10.1 Rights to the content made available within the Community, in particular copyright, the Community name, the graphic elements comprising it, other trade names and database rights are legally protected.
- 10.2 Rights to the Materials placed by the Company belong to the Company.

11. LIABILITY

- 11.1 Liability for Posts and Materials posted rests solely with the Community User. The Company is not liable for content posted by Community Users in the Community.
- 11.2 The Community User is liable for the acts or omissions of another entity whom he or she allows to use the Community Account as for his or her own acts or omissions.
- 11.3 To the extent permitted by applicable law, the Company is not liable for:
- a. Materials transmitted and published by Community Users;
 - b. the manner in which Users use the Community or for any consequences arising therefrom;
 - c. the content, accuracy, timing of publication or reliability of information posted within the Community, nor for statements, advice or opinions expressed by its Users;
 - d. damages resulting from the use of or inability to use the Community, if caused by third parties or force majeure. The foregoing exclusion also applies to liability for damages caused by computer viruses, hacking of the Community Account, or takeover of the Community Account password by third parties, if these events occurred without the Company's fault;
 - e. technical problems or technical limitations in the User's computer equipment, terminal device, ICT system and telecommunication infrastructure that prevent the Community User from correctly using the Community.
- 11.4 The User shall indemnify the Company against any liability arising from non-compliant use of the Community.

12. USE OF MATERIALS SUBMITTED BY A COMMUNITY USER

12.1 Upon the Community User submitting to the Service a photograph, video or any other material (the “Work”) constituting a work within the meaning of copyright and related rights regulations, the User grants the Company a free-of-charge, non-exclusive, sublicensable, transferable license, unlimited in time and territory, authorizing the Company to use the Work on the following fields of exploitation with respect to each Work:

- a. fixation and reproduction by any technique of copies of the Work, including printing, reprographic, magnetic recording and digital technique, regardless of standard, system and format;
- b. public performance, exhibition, display, playback as well as broadcasting and re-broadcasting, and public making available of the Work in such a way that anyone can have access to it at a time and place of their choosing;
- c. introduction of the Work into trade, lending and rental of the original or copies of the Work;
- d. making modifications to the Works by the Company;
- e. use of the Work for purposes justified by the existing or future commercial, business or economic needs of the Company or its legal successors and business partners, in particular for advertising, promotion, identification or designation of the Company or the Service, publication in any form;
- f. entering the Work into computer memory and placing it on servers and introducing it into a multimedia network including the Internet, as well as making copies of such recordings.

12.2 In addition, the User declares that he or she is the author of the submitted Work and that the Work does not infringe the rights of third parties or mandatory provisions of law, and, in the event of such infringement, assumes all liability therefor.

12.3 In the event of withdrawal from the contract for the supply of digital content or a digital service, the Company shall, from the day of receipt of the Consumer User’s statement of withdrawal, refrain from using content other than personal data provided or created by the Consumer while using the digital content or digital service supplied by the Service, except for use permitted directly by law.

VIII. CHANGE OF SERVICE – ACCOUNT MAINTENANCE

1. The Company reserves the right to change the Service which is not necessary to maintain its conformity with the Agreement, for the following justified reasons:

- a) merger or acquisition of companies involving the Company, requiring reorganization of its business activities;
- b) change in applicable law or entry into force of new legal regulations, issuance of a decision by a public administration authority or a court judgment, requiring appropriate modification;
- c) change of trade names under which the Services are offered;
- d) the need to adapt the Services to a new technical environment;
- e) the need to introduce measures to ensure the integrity of the network and Services;
- f) the need to introduce measures to ensure that the Services are provided at a high quality level;
- g) the need to introduce measures to protect the Services against their use for purposes contrary to the Terms and Conditions, detailed terms, promotional terms or applicable law;

- h) addition of new Services and development of existing Services;
 - i) force majeure.
- 2. The provision of point 1 above does not apply to changes to a Service supplied on a one-off basis.
- 3. Subject to point 4 below, information on the changes referred to in point 1 above shall be provided to the User by e-mail to the e-mail address provided by the User, constituting his or her login in the Service or login in the Community, at least one month in advance. This period may be shorter if the publication of the legal act requiring the change occurs less than one month before its entry into force, or if such a period results from a decision of a public administration authority. In addition, this information shall be made public via the Service or in another appropriate manner.
- 4. Information on a change to the Service that does not materially and adversely affect the User's access to the Service or use of the Services shall be provided by the Company to the User in a clear and understandable manner in the Service. In the case of such a change to the Service, the User is not entitled to terminate the Agreement.
- 5. If the change referred to in point 1 above materially and adversely affects the User's access to the Service or the User's use of the Services, the User has the right to terminate the Agreement.
- 6. Termination of the Agreement may be communicated to the Company as follows:
 - a) in the case of the Account Agreement and the Community Account Agreement – by issuing an instruction to delete it via the Account.
- 7. The information referred to in point 1 above shall be provided to the User in a form allowing it to be downloaded, saved, printed or reproduced in the ordinary course of business and shall include:
 - a) the content of the planned change;
 - b) the date on which the change enters into force;
 - c) information on the right to terminate the Agreement referred to in point 5 above.
- 8. The provision contained in point 5 above does not apply if the Company has granted the User the right to retain, at no additional cost, a Service compliant with the Agreement, in an unchanged state. In such a case, the User does not have the right to terminate the Agreement.

IX. BLOCKING ACCESS TO THE SERVICE

- 1. Access to the Service or to the Materials may be blocked for a User if the User:
 - a. uses the Service or the Materials for purposes incompatible with their intended use or to the detriment of third parties;
 - b. hinders other Users' use of the Service or the Materials, including by interfering with individual elements of the Service or the IT environment in which the Materials are located;
 - c. undertakes actions aimed at reading the passwords to other Users' accounts, including attempting to guess such passwords without authorization;
 - d. shares the login or password to his or her Service account with other Users or unauthorized third parties;
 - e. places in the Service or in the IT environment in which the Materials are located scripts, programs or files that may disrupt the functioning of the Service or that IT environment;

- f. commits a breach of the Terms and Conditions – after the Company has issued a notice in this respect and the set deadline to cease the breach has expired ineffectively.
2. Blocking access to the Service results in termination of the Agreement with immediate effect.

X. LIABILITY

1. The Company is liable to the User for lack of conformity of the Services with the Agreement:
- a) in the case of a Service supplied once or in parts, the Company is liable for lack of conformity of the Service with the Agreement that existed at the time of supply and became apparent within two years from that moment; if the lack of conformity results from the Company's failure to supply updates, the Company is liable for a lack of conformity that became apparent within the period referred to above,
 - b) in the case of a Service supplied on a continuous basis, the Company is liable for lack of conformity of the Service with the Agreement that occurred or became apparent during the time in which the Service was to be supplied under the Agreement.
2. Unless otherwise provided by law, the Company is liable for non-performance or improper performance of its obligations under the Agreement, unless this is due to circumstances for which it is not responsible.
3. The Company is not liable to the User:
- a) if the User has no access or has severely limited access to the Internet;
 - b) if disruptions in the use of the Services result from acts or omissions of the User contrary to the Agreement, in particular the Terms and Conditions;
 - c) if poor quality of the Services is caused by reasons attributable to the User or the Internet access provider used by the User.
4. The Company is responsible for the operation of the Service and the provision of the Services.
5. The User is liable for:
- a) damages resulting from actions contrary to applicable law or the provisions of the Terms and Conditions;
 - b) consequences of using information downloaded from the Service.

XI. COMPLAINTS AND GRIEVANCES

1. Every User has the right to file a complaint in matters related to the functioning of the Service and in connection with non-performance or improper performance by the Company of its obligations under the Terms and Conditions and concluded Agreements.
2. Complaints concerning the above matters should be submitted via the Contact Form. A complaint should contain at least: a contact e-mail address, the e-mail address provided during registration (if the User has an Account or Community Account), a description of the objections raised and the expected manner of resolving the matter.
3. If the complaint cannot be properly processed because it requires supplementation, the Company will ask the User to supplement the indicated deficiencies. Ineffective expiry of the deadline for supplementation may result in rejection of the complaint. The request to supplement deficiencies

interrupts the time limit for processing the complaint. This provision does not prejudice provisions of law guaranteeing broader protection to Consumers.

4. The Company will respond to the complaint within 14 days of its receipt. This does not prejudice the Company's obligations related to liability for conformity of the Service with the Agreement.
5. If the Company fails to respond to the complaint within the time limit referred to in point 4 above and the complainant is a Consumer User, the complaint is deemed to have been accepted.
6. The response to the complaint will be provided on a durable medium to the e-mail address given in the complaint.
7. Regardless of the complaint procedure, the User may take the matter to a competent common court.
8. A Consumer User has, among others, the following possibilities to use out-of-court means of handling complaints and pursuing claims:
 - a. the right to apply to the permanent consumer arbitration court operating at the Trade Inspection for resolution of a dispute arising from the Agreement;
 - b. the right to apply to the provincial inspector of the Trade Inspection to initiate mediation proceedings to amicably settle the dispute between the Consumer and the Company;
 - c. the right to obtain free assistance in resolving a dispute between the Consumer and the Company, also using free assistance from the municipal or district consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. the Consumer Federation, the Polish Consumers' Association). Advice is provided by the Consumer Federation at the free consumer hotline number 800 007 707 and by the Polish Consumers' Association at the e-mail address porady@dlakonsumentow.pl;
 - d. the right to submit a complaint via the EU ODR platform available at <http://ec.europa.eu/consumers/odr/>.
9. Information on the mode of access to the above procedures and dispute resolution rules is available at www.uokik.gov.pl in the "Consumer dispute resolution" section.

XII. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

1. The User may exercise the right to withdraw from the Agreement within 14 days of its conclusion, without giving any reason and without incurring costs.
2. However, the right of withdrawal does not apply to a User who has taken actions in the Service as a result of which the Company commenced provision of the Services.
3. A statement of withdrawal from the Agreement may take any form provided that it unequivocally indicates the User's intention to withdraw from the Agreement.
4. A statement of withdrawal from the Agreement may be submitted using the form template constituting Attachment No. 2 via the Contact Form at <https://remotly.com/contact> by selecting from the list the subject "Withdrawal from the agreement".
5. The Company makes the withdrawal form template referred to in point 4 above and in Attachment No. 2 to the Terms and Conditions available in a manner that allows it to be

downloaded, reproduced, stored and printed in the ordinary course of business, and also provides it together with the Agreement documents immediately after its conclusion.

6. To meet the deadline it is sufficient to send the statement before it expires (the date of dispatch decides on meeting the deadline). Withdrawal from the Agreement is effective upon delivery to the Company of the statement of withdrawal.
7. In the event of withdrawal from a distance Agreement, the Agreement is deemed not to have been concluded.
8. The right of withdrawal from the Agreement does not apply in particular when:
 - a. the Company has fully performed the Service before the expiry of the withdrawal period with the User's express prior consent, and the User was informed before the Service was commenced that, after it has been performed, he or she will lose the right to withdraw and acknowledged this;
 - b. the performance concerns the supply of digital content not stored on a tangible medium for which the Consumer is obliged to pay a price, if performance began with the User's express and prior consent before the expiry of the withdrawal period, the User was informed by the Company before performance began that, after performance by the Company, he or she will lose the right to withdraw and acknowledged this, and the Company provided the User with confirmation of this information.

XIII. FINAL PROVISIONS

1. The Terms and Conditions enter into force on June 16, 2025.
2. Whenever terms used in the Service Terms and Conditions are capitalized and are not defined in this document, the Parties assign them the meanings indicated in the definitions of the License Agreement and Subscription Services.
3. If it becomes necessary to amend the Terms and Conditions due to changes in legislation, conditions for concluding Agreements, the complaint procedure, or the need to introduce clarifications in the provisions of the Terms and Conditions concerning applicable law and other provisions affecting the execution of Agreements, the Company undertakes to inform Users by posting on the main page of the Service a notice of amendment to the Terms and Conditions and by sending registered Users and Community Users a message to the e-mail address. Publication or sending of a notice containing a compilation of changes to the Terms and Conditions will take place at least 14 days before the amendments take effect.
4. Any amendment to the Terms and Conditions requires acceptance by registered Users prior to logging into the Service.
5. Use of the Service by an unregistered User after changes to the Terms and Conditions have been introduced constitutes acceptance thereof.
6. The provisions of the Terms and Conditions do not exclude or limit any Consumer rights granted to them under mandatory provisions of law. In the event of a conflict between the provisions of the Terms and Conditions and mandatory provisions of law granting Consumer rights, those provisions take precedence.

7. Obtaining, storing or reproducing the current version of the Terms and Conditions is possible on the website at <https://remotly.com/legal>.

FORM FOR REPORTING CONTENT ILLEGAL OR CONTRARY TO THE TERMS AND CONDITIONS

The form below allows you to submit a justified report to Mirillis Core spółka z ograniczoną odpowiedzialnością of content that is illegal or contrary to the Terms and Conditions of the Service. As a rule, Users are responsible for the content they publish and for how they use the Services provided by the Company; however, Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act – DSA) allows any person to report justified illegal content. To do so, please precisely complete the following form in its entirety:

● **Name and surname or name of the entity submitting the report:**

.....

● **E-mail address of the person submitting the report:**

.....

● **Please indicate the exact URL address or addresses and any additional information enabling the identification of the illegal content, appropriate to the type of content and the specific type of service:**

.....

.....

● **Provide a sufficiently reasoned explanation of the reasons why the information constitutes illegal content:**

.....

.....

.....

.....

.....

.....

.....

.....

DECLARATIONS

I hereby declare that, when making this justified report of illegal content, I have a good-faith belief that the information and allegations contained herein are accurate and complete.

I hereby declare that I have read the information clause on the processing of my personal data – Information clause on the processing of personal data of persons reporting illegal content.

..... (place), date

Mirillis Core spółka
z ograniczoną odpowiedzialnością
ul. Fabryczna 14B/1
65-410 Zielona Góra
Poland

CONSUMER DATA:

first name and surname

correspondence address

e-mail address

.....

.....

.....

.....

**Statement
of withdrawal from a distance Agreement**

I/We,.....

..... (name and surname/names and surnames), hereby inform you of my/our
withdrawal from the Agreement for the provision of the following service:

.....

Date of conclusion of the Agreement

Signature of the Consumer(s)

(*) Delete as appropriate