RULES FOR SUPPLYING ELECTRONIC SERVICES VIA ZILLIN.IO

These Rules for supplying electronic services via zillin.pl meet the requirements of the Electronically Supplied Services Act of 18 July 2002 (Journal of Laws No 2019.123) and provide as follows:

§ 1
General regulations

1. **The website of www.zillin.io** (hereinafter referred to as the **"Website"** or **"Zillin Website"**) is operated by **Adaptive Vision Sp. z o.o. with its registered office in Gliwice, Poland,** Bojkowska Str. 41N, entered in the National Court Register kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under the number: 0000749832, VAT No (NIP): 6312681823, statistical ID (REGON): 381349210 (hereinafter referred to as "**Adaptive Vision**" or "**Service Provider**").

2. The telephone number and address to enable the Customer's or user's contact with the Service Provider:
    1) postal address: Bojkowska Str. 41N**,** 44-141 **Gliwice, Poland**;
    2) telephone: +48 32 213 15 00;
    3) e-mail address: hello@zillin.io

3. The Zillin Website is a tool used to manage image datasets, create dataset annotations, collaborate as a team, prepare training data for machine learning projects, perform training of machine learning models and provide consultancy on creating machine learning models.

4. On the Zillin Website, the Service Provider offers the following type and scope of electronically supplied services:
    1) account opening on the Website;
    2) entering into Website service agreements concerning the creation of training data;
    3) providing information and explanations about Zillin in response to inquiries;
    4) sending commercial information about Zillin's services, as ordered;
    5) performing and providing consultancy on training machine learning models.

5. The **Customer** of the Zillin Website is a person who was interested in the Website services, signed in on the Website, and opened an account. The **User** of the Website is a person that was invited by the Customer or Service Provider to cooperate in supplying services via the Zillin Website. The Customer and User are hereinafter collectively referred to as "**Service Recipients**".

6. The Service Recipient must use the Website in accordance with law and good habits with respect to personal rights and intellectual property rights of third parties.

7. Necessary technical requirements to use the Website:
    1) a device enabling Internet browsing;
    2) a keyboard or another device that enables to fill in electronic forms correctly;
    3) an electronic mail account;
    4) an Internet browser:

- Internet Explorer
- Chrome
- Firefox
- Opera

5) an enabled cookies function.

§ 2
Terms and conditions for entering into a Website Service Agreement;
Singing in on the Website

1. To use the Zillin Website, you must prior sign in on the Website in the sign-in window by giving at least the following data which are necessary to establish cooperation:
   - E-mail address
   - Password

2. The sign-in data must be correct. If the data change, the Customer is obliged to update them immediately in the application. The Service Provider reserves the right not to establish or stop cooperation if it becomes aware that the data given by the Customer are incorrect, incomplete or invalid.

3. The Zillin Website services connected with the operation of training data creation tools may be used solely by adult persons (i.e. persons that are 18 years old as at the sign-in date). If you are between 13 and 18 and you want to use our services, you must obtain a written consent from your parent or another legal guardian. For this purpose, contact us by the use of our contact form available on the Website.

4. By entering into the Website service agreement with us on behalf of a legal person or an unincorporated business entity (company, foundation, association, union or any other organised unit, including public units, authorities, offices), you are deemed to certify that you are authorised to enter into the agreement on behalf of such an entity.

5. To use Zillin's services to the extent set out in Section 1 above, the Customer must familiarise itself with and accept these Rules. If you do not understand or agree with the Rules or terms of services set out herein, but you want to establish cooperation with us, please contact us to obtain explanation by e-mail at hello@zillin.io.

6. Upon signing in, the Customer receives an encrypted account on the Website where the Service Provider will make its Zillin services available. A password is created by the Customer. The Customer must take care of the password confidentiality and must not make its password available to third parties. Data recorded in the Customer's account are visible solely to the Customer and other Users to the extent to which the Customer have authorised such users to access the data kept in the Customer's account.

7. The Service Provider has access to the Customer's data input on the Website via the Customer's account solely to the extent of and for the purpose necessary to provide products and services to the Customer; this may include, without limitation: Website maintenance, technical support services, data annotation services, consultancy and model training services.

8. The Customer that opened an account on the Website does not need to make any payments for opening or maintaining such an account. By opening the account, the Customer is not obliged to use the Website.

9. The Customer may close the account at any time by sending a relevant notice by e-mail to **hello@zillin.io.**

10. The Customer may not transfer its account.

11. The Service provider will confirm that the Customer has entered into a distance agreement in a durable medium (by sending it to the e-mail address given by a consumer during signing in) within a reasonable period from the agreement date, however no later than cooperation upon the account opening on the Website is commenced. The foregoing in relation to Customers being consumers meets the obligation set out in Art. 12.1 of the Consumer's Rights Act of 30 May 2014 (Journal of Laws No 2017. 683).

§ 3
Commercial information

1. The Service Provider will send free commercial information concerning the Website, including marketing information, information about promotions, changes, new services, new products, solely with the Website Customer's consent to be given by ticking a relevant checkbox next to the consent under the contact form or sign-in form or in another place indicated by the Service Provider. To obtain commercial information, it is not necessary to sign in on the Website and open an account.

2. The agreement concerning commercial information mailing is entered into the moment the data of the Website user is sent to the Service Provider by e-mail or via the contact form on the Website together with the user's consent to receive the Service Provider's commercial information which is given by e-mail or by the user ticking a relevant consent checkbox in the contact form.

3. The Website user that receives commercial information, including information connected with the Zillin Website, can opt out of such e-mailing at any time without reason by sending a relevant message to the Service Provider by the use of the tool available in the content of the commercial information or by e-mail or via the contact form.

§ 4
Terms of payment

1. The use of Zillin is subject to commercial fees. The Service Provider reserves the right to change pricing at any time for this service or certain of its functionalities. If pricing is increased, the Service Provider will notify the Customer at least one month in advance. If you do not accept new terms of service, including the payment, you are deemed to terminate the agreement in the way set out in § 13 hereof.

2. The use of Zillin tool to create training data of an extended standard is offered against additional payment. The terms of payment will be agreed with the Customer on a case-by-case basis.

3. Commercial information is ordered and received free of charge.

§ 5
Provision of Zillin tools used to create training data [1]

1. As part of Zillin, the Service Provider offers:
   1) a basic version - free of charge - available online upon account opening;
   2) an extended version - paid - under terms and conditions specified in the Standard Pricing, available on the Website, or specified in a dedicated agreement between the Parties.

2. The agreement on supplying services connected with the training data creation tools is deemed to be entered into:
   1) the moment an individual account is opened on the Website by the Service Recipient signing in and obtaining an access to basic tools of the Zillin Website;
   2) the moment the Parties exchange bilaterally signed originals or scans of the agreement on supplying services connected with the Zillin training data creation tool - in the case of the extended version and account opening on the Website by signing in.

3. As part of the Zillin training data creation tool, whatever the version, the Customer receives, in particular, the following functionalities:
   1) marking objects on photos;
   2) creating and responding to qualification questions;
   3) verifying the correctness of data marked;
   4) data export.

4. A person invited by the Customer to cooperation as a user to become active must also sign in on the Website in order to open the user's account in accordance with the terms and conditions set out in § 2. Having signed in on the Website and having obtained an own account, the user may at once become the Website Customer under terms and conditions set out herein.

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[1] Please, describe here general and understandable functions that the Customer obtains, without too much details. So that in the case of changes, the Rules do not need to be amended.

5. If the user invited to cooperation by the Customer does not sign in on the Website in accordance with Section 4 above within 30 days, the user's data will be deleted from the Customer's account and all other databases or places where they have been recorded to provide the Website services to the Customer.

6. By giving personal data of other users in its account on the Website, the Customer is exclusively liable toward such persons for making their data available on its account and authorises the Service Provider to process such users' data for Website service purposes.

7. Notwithstanding the above, the Customer is fully liable for disclosing and inputting the data of other users and acknowledges and agrees that the data of other users that the Customer inputs, even upon their deletion from the Customer's account by the Customer or the Service Provider in accordance with Section 5 above, can be still accessible and visible to the extent to which they have been copied or recorded by other users.

8. The Service Provider reserves the right to change the scope of its services on a continuous basis in order to improve tools offered on the Website. If such changes are significant, including changes having an impact on access to defined functionalities, then the Service Provider will notify the Customer in advance, however no later than within 14 days, to enable the Customer to protect itself against data loss.

§ 6
Copyrights to products and services of Zillin Websites

1. The Service Provider represents that it is a sole owner of all copyrights to the Zillin Website and products or services offered on the Website.

2. It is forbidden to copy or imitate the Service Provider's products or services referred to in Section 1 above.

3. The Customer must not interfere in the operation of the Website or its individual functionalities, either. The Customer or persons authorised by the Customer must not modify, interfere in, violate, burden, or hinder the operation of the Website.

4. The Service Provider grants a non-exclusive licence for the use of copyrights connected with the Zillin Website to the Customer solely to the extent of the use of Website services offered by the Service Provider. Under the licence, the Customer has the right to grant sublicences to users it invites in order to assign defined tasks to them as part of cooperation connected with the use of the Website services.

5. The licence is granted for the period the Customer has the account and uses the Website services.

6. The Customer will not modify, publish, transfer, take part in transferring or sale, reproduce, create derivative work based on or otherwise use any services offered via the Zillin Website.

7. Without the Service Provider's prior written consent, the Customer does not have the right to transfer the licensed rights to any other entity, subject to the right to grant sublicences to the Customer's invited users.

§ 7
Copyrights to materials input by the Customer to the Website resources

1. As the Website Customer, you realise that any and all materials displayed, played or available in or via the services, including, without limitation, text, graphical elements, data, articles, photos, images, illustrations, user announcements, etc. (hereinafter referred to as the "**Materials**"), which you input via your account to use the Website services, can be protected by copyrights and/or other intellectual property rights of yours or third parties. Using these Materials for the purpose of the Website services, you commit yourself to meet all obligations and restrictions stemming from commonly applicable regulations on copyrights and related rights and on industrial and intellectual property rights, as well as those stemming from your agreements with right owners, if any.

2. If, as the Customer or user of the services offered via the Website, you have access to the Materials made available by other persons (i.e. by other Customers or users of the Website or by the Service Recipient), you commit yourself to absolutely obey all rights in or related to such Materials, including rules concerning trademarks, copyrights, industrial or intellectual property rights, information and restrictions contained in the Materials you obtain access to via the Website, and you will not use, copy, duplicate, modify, translate, publish, disseminate, transmit, perform, send, display, license, sell, rent or otherwise use such Materials or

parts thereof which are not your property for any purposes that exceed the right granted to you for the purpose of the Website by other Customers or users of the Website, without a prior consent of the Content owner.

3. The Customer and each user remain solely and fully liable for all forms of use and all breaches related to such rights to the Materials in connection with the use of the Website services.

4. The Service Provider is not liable for any breach to the rights to the Materials. If any third party makes any claims against the Service Provider in connection with the breach of rights to the Materials, the Customer or user who input or used such Materials in connection with the Website will have to take all actions to release the Service Provider from such claims and will have to pay for the whole damage suffered by the Service Provider in connection with violations, if any.

5. If, as the Customer or user of the Website, you notice any violation of the rights to the Materials in connection with the operation of the Website, you are requested to take immediate actions to eliminate the breach and notify the Service Provider to its contact data.

6. The Service Provider reserves the right to cancel or block access to all contents or Materials in the case of which it receives reliable information or notice or otherwise becomes aware that their provision and use in connection with the Website services violates or may violate third party rights. In such circumstances, the Service Provider will inform the Customer or user about deleting or blocking of the defined contents or Materials by e-mail or by publishing a relevant message in the Customer's or user's account. In that case, the Customer or user may not make any claims against the Service Provider, including claims for their damages, in connection with the deletion or blocking of the defined contents or Materials.

7. If the Materials input and used by the Customer or user contain personal data, including special personal data, the Customer or user that makes such Materials and data available must have a full legal basis to process the data, including relevant consents of the data subjects.

§ 8
Ban on providing illegal contents by the Customer or user

1. The Service Recipient must not deliver illegal contents via the Website.

2. The Service Provider has the right to delete or block access to contents or Materials whose character may violate these Rules or commonly applicable legal regulations, including in particular:
    a. contents contrary to commonly applicable law, including those inciting racial, religious, ethnical hatred or promoting violence;
    b. contents commonly considered as morally reprehensible, offensive, socially improper (including those containing vulgarisms, contents offending, personally attacking or impersonating other persons, spams, etc.);
    c. contents of pornographic or ethnical character;
    d. contents of racist character;
    e. contents regarded as crimes or acts of unfair competition;
    f. contents violating copyrights or intellectual property rights;
    g. advertising messages, contents or Materials advertising other websites, including websites competitive in relation to Zillin.pl;
    h. spams or promotional materials;
    i. contents containing announcements of competitions organised without the Website's consent.

3. The Service Provider reserves the right to delete or announce the contents or Materials in accordance with Sections 1 and 2 above and notify the Customer or user if the Service Provider finds out or reasonably suspects or obtains reliable information that by publishing the contents or Materials in the Website, the Customer or user violated or tried to violate or avoid commonly applicable law or these Rules.

4. The Service Provider reserves the right to moderate the contents, including blocking the right to publish any contents (in particular comments or posts) in the defined functions made available on the Website services and/or by other Service Recipients.

5. Each Customer and user that, in connection with the use of the Website, becomes aware of any violation or potential violation referred to in Sections 1 or 2 above is requested to immediately notify the Service Provider and, if applicable, competent authorities.

§ 9
Liability

1. All information and contents displayed to the public or sent privately via the Services come within the sole responsibility of the person they come from and the user obtains access to all such information and contents at the user's own risk. The Service Provider is not liable for any errors or omissions in the contents or Materials or for any damages or losses that you can incur in connection with the use of such Materials or contents.
2. We neither warrant the identity of users invited by and cooperating with the Customer under the tools and services of the Website nor are liable anyhow for actions or omissions of such users or any damage incurred by the Customer in connection with such users' conduct. The limitation to the Service Provider's liability applies to the users and the Customer's actions or omissions on the Website.
3. The Service Provider is not liable for any relationships between the Customer and users invited by the Customer to cooperation or users to which the Customer granted any rights to use the Materials or contents via the Website, unless the Service Provider provided services of defined users for a given Customer for the purpose of the Website services and based on separate agreements that were confirmed in writing or electronically.
4. The services may contain links or connections with third party websites or services which are neither owned nor controlled by the Service Provider. If the Customer or user obtains access to or uses third party websites via the Website, it acknowledges that the Service Provider is not liable for risks connected with the use of such third party pages, websites or services.
5. The Service Provider is not liable for breaks in Service provision resulting from any failures or malfunction of ICT systems being beyond the Service Provider's control or influence.
6. The Service Provider is not liable for any irregularities in service provision on the Website arising from Force Majeure within the meaning of commonly applicable law.
7. The Service Provider is not liable for any lost benefits.

§ 10
Personal data processing

1. Detailed principles for the processing of personal data of Service Recipients being natural persons by the Service Provider are set out in the **Privacy Policy** of the Service Provider, which is available on: http://www.zillin.io/legal/zillin_privacy_policy.pdf
2. If the Customer makes available any Materials or contents that contain personal data of third parties via the Website, the Customer must obtain a prior consent of the Service Provider and enter into a relevant personal data processing agreement with the Service Provider, as set out in Art. 28 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). (O.J. EU L 119, p. 1). Otherwise the Service Provider may delete or block the Materials or contents containing such personal data.

§ 11
The Service Provider's information duties

1. The Service Provider informs you that the use of the Services by Service Recipients may be connected with risks of threats arising from the use of such Services. For detailed information, see: "**Information**

about special threats connected with the use of services supplied electronically by Adaptive Vision Sp. z o.o.", which is attached hereto.

2. Valid information about the function and purpose of the software or data which are not incorporated into the Service and are input the ICT system used by the Service Recipient is set out in the **Cookies Policy** published on http://www.zillin.io/legal/zillin_cookies_policy.pdf

§ 12
Terms of termination

1. Apart from cases separately set out herein, either Party may terminate the agreement with notice by e-mail if the other Party violates the agreement and fails to repair the violation within thirty (30) days of the notice.
2. Notwithstanding the above, the Service Recipient may terminate the agreement at any time without notice by liquidating its account on the Website.
3. In the cases set out herein, the Service Provider may stop providing services or delete the account of the Customer or user if these Rules, as set out herein, or commonly applicable legal regulations are found violated. Notwithstanding the above, the Service Provider has also the right to block the account until the violation is removed within the defined time limit. By taking such actions, the Service Provider is deemed to have terminated the electronically supplied service agreement. The Service Provider will notify the Service Recipient of the termination to the indicated e-mail address.
4. In the event of the termination of the agreement, rights and licences granted to the Customer or user hereunder expire.
5. As of the termination of the agreement by either Party, the Service Provider will delete all contents, Materials, information and data input by the Service Provider in the Service Provider's servers or other places in connection with service provision via the Zillin Website at the latest within 12 month of the termination of the Agreement, unless the Service Provider is requested by competent authorities or courts to provide such data, contents, Materials or information under the pending proceedings.
6. In the event either party terminates the agreement, save for the deletion or blocking the account or Materials and contents by the Service Provider because of a suspected crime or offence, the Service Provider will retain the data recorded or produced by or for the Customer in connection with the use of the Website services for 3 months to have them collected or recorded or otherwise secured by the Customer outside the servers or access places offered by the Service Provider.
7. The Service Provider has the right to stop providing the Services at any time if it obtains a related reasonable request from the Internet supplier or another authorised entity.
8. In special cases that influence the security or stability of the ICT system, the Service Provider has the right to temporarily stop or limit its Services without notice to Service Recipients and to carry out maintenance works aimed at recovering the system security and stability.
9. Apart from the circumstances set out herein, the parties may separately and individually agree on the terms of termination.

§ 13
Withdrawal from the agreement by consumers

1. In accordance with Consumer Rights Act of 30 May 2014 (Journal of Laws No 2019. 134), the Customer being a consumer that entered into a distance agreement or an agreement outside business premises has the right to withdraw from such a sales agreement within 14 days of the agreement date without reason.
2. To exercise the right referred to in the previous sentence, the Customer must notify the Service Provider and submit a notice of withdrawal in the form made available by the Service Provider as Appendix No 2 hereto on _____ (**a notice of withdrawal from a distance agreement with a consumer**) or

make a relevant statement by e-mail via the contact form available on the Website.

3. In the event the Customer submits the notice of withdrawal by the use of the electronic form, the Service Provider will immediately send the confirmation that it has received the notice to the e-mail address indicated by the Customer.

4. In the event of withdrawal, all payments made by the Customer, if any, in connection with the execution of the Zillin Website service agreement will be transferred into the Customer's bank account immediately, however no later than within 14 days of the receipt of the Customer's notice of withdrawal by the Service Provider.

§ 14
Complaints

1. The Service Recipient may lodge complaints against the use of the Services set out herein by e-mail to the address given in § 1.2 hereof.

2. The Service Provider must settle the complaint within 30 (thirty) days of receipt.

3. If the complaint contains gaps and cannot be reviewed, the Service Provider may request the Service Recipient to supplement it within at least 7 (seven) days, specify what must be supplemented, and instruct the Service Recipient that the complaint that is not supplemented within the defined deadline will not be taken into consideration. Upon the expiry of the above period without effect, the complaint will not be reviewed.

4. The Service Provider will respond to the complaint to the e-mail address specified by the Service Provider in the complaint.

§ 15
Miscellaneous

1. These Rules and other arrangements between the parties, if any, constitute integral parts of the agreement between the Customer or user of the Website and the Service Provider concerning electronically supplied services via the Zillin Website.

2. The Service Provider may use the name or logo of the Customer that is not a consumer to promote the Customer as the Service Provider's Customer.

3. Before entering into the agreement and at request, the Service Provider will make these Rules available on the Website to Service Recipients free of charge in the way enabling to obtain, read or record the Rules by the use of the Service Recipient's ICT system.

4. The Service Provider has the right to amend these Rules at any time. All amendments will be published on the Website and a relevant notice will be sent to the e-mail addresses specified by the Customer or users in due advance of at least 7 days.

5. Minor amendments to the Rules which do not have an impact on the parties' rights and obligations come into force as of their publication.

6. If the material amendments to the Rules made as set out above are not accepted, the Service Provider will be deemed to have terminated the agreement and will be notified separately.

7. These Rules come into force as of _____.

Files:

1. Information about special threats connected with the use of services supplied electronically – http://www.zillin.io/legal/zillin_information_about_special_threats.pdf
2. Notice of withdrawal from a distance agreement with a consumer -

http://www.zillin.io/legal/zillin_notice_of_withdrawal.pdf