

TERMS AND CONDITIONS OF ins2outs PLATFORM USE

I. General

1. The terms used in these ins2outs Terms and Conditions of Use (hereinafter referred to as the "Terms") shall mean:
2. **Star (also Co-Controller)**- Star Poland Sp. z o.o. with its registered office in Wrocław, at ul. Garbarska 1, 50-079 Wrocław, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Wrocław Fabryczna 6th Commercial Division under KRS number 0000498888, Tax id. number (NIP) PL8971796885, REGON 022359132.
3. **i2o** – ins2outs platform developed and fully owned by Star under the following addresses: <https://ins2outs.io> and <https://ins2outs.com> offering a management system and know-how sets for Organizations to enable cooperation between Organizations and Consultants.
4. **Organization (also a Co-Controller)** - Entity holding an established account on i2o platform, which may invite its employees, co-workers or other entities and third parties to i2o for the purpose of proper quality management and know-how management in the Organization.
5. **User**-persons invited to use the i2o platform by the Organization or a Consultant.
6. **Consultant**- a person/Entity specializing in a particular field and providing advice on their area of expertise by means of i2o.
7. **Entity** - a person to whom personal data concern, being a User, Consultant, Organization or any other person whose personal data are processed in connection with the use of i2o.
8. **Content** - policies, processes, procedures, instructions, ins/outs, document templates, documents, records, training, guidelines, tools, knowledge bits, normative sources, contexts, roles, data, documents, multimedia files (graphics, audio and video) and any other materials made available under i2o.
9. **Know-how set** - a set of empirical and practical content that is important and useful, not publicly known or easily available, and that has been identified in an appropriate form which constitutes a collection of works within the meaning of the Copyright act. The know-how set having in particular the nature of policies, processes, procedures, instructions, ins/outs, documents templates, documents, records, training, guidelines, tools, normative sources, and roles, comprising a description of a management system, that was prepared by Star and delivered to an Organization's account on i2o.
10. **Ordered role** - a consulting role, e.g. a Quality Manager or an Information Security Officer, ordered by the Organization, and delivered in the "role-as-a-service" model by Star to the Organization.
11. Your use of i2o is subject to these terms and conditions, which, together with the Privacy Policy, constitute a legally binding agreement between the Organization, User or Consultant and Star regarding the use of such entities of the i2o platform.
12. Anyone who intends to use i2o services should read these Terms and Conditions. Use of the i2o platform takes place only after the Organization, User or Consultant has accepted these Terms and Conditions and the Privacy Policy.

13. By starting using i2o Organization, the User and Consultant declare that they accept the content of these Terms and Conditions and the Privacy Policy.
14. These Terms and Conditions apply to all current and future ins2outs platform functionalities, components, including but not limited to browser-based applications, email notifications and Content.
15. Star has a right to update and/or revise these Terms and Conditions unilaterally but shall inform the Organization, Users of any such updates and/or revisions.
16. Organization bears full responsibility for ensuring its Users and anyone with access to ins2outs platform have read and accepted these Terms and Conditions.

II. Use of i2o

1. The ins2outs platform offers electronic Management System, Product Lifecycle Management system, and know-how sets available in the cloud and offered in the Software as a Service (SaaS) model.
2. The use of the service begins upon registration of an account of the Organization or a Consultant on the i2o platform.
3. An Organization or Consultant can create their own organization accounts on i2o, as a result of which they can define and share Content. The Organization and the Consultant may invite Users to work and use the Content, for whom registered user accounts will be created.
4. The accounts of i2o Users shall be personalized. The exact scope of information stored by i2o is specified in the Privacy Policy.

5. Each Organization account is assigned to only one organization. An Organization may not share its account with a third party.
6. Each user account is assigned only to one person. An i2o user may not share his i2o account with a third party without the consent of Star.
7. When using i2o the Organization, the User or the Consultant is responsible for maintaining the confidentiality of their account information and in particular about login and password.
8. Organization, User and Consultant are fully responsible for all actions that will be performed from the account assigned to them.
9. Star does not take any responsibility for access to the i2o account by third parties, in particular in the event of non-observance of the above recommendations or incorrect use of the account. In this regard, Star has the right to terminate the access for the entire Organization in case the access is granted to third parties without Star's consent.

III. Limitations of Use

1. The User, Organization or Consultant undertake to use i2o in a lawful manner and in accordance with these Terms and Conditions.
2. The User, Organization and Consultant declare that the Content made available to them on the i2o platform will only be used for the following purposes and may not be used for other purposes.
3. The User, Organization and Consultant undertake not to modify, share, publish, transmit, copy or otherwise reproduce, reverse engineer any part of i2o except in the event of such functionality being made available to them within the scope of their rights to use the i2o platform.

4. It is prohibited to obtain or attempt to obtain information or materials through any means, services or interfaces that are not knowingly made available through Star.
5. It shall be prohibited to block, slow down or otherwise interfere with the operation of the i2o platform or impair any of the following emissions from its components (and attempting to do so). It is also prohibited to circumvent, block or interfere with the i2o platform's security features that prevent or restrict the use of the Content, as well as to prevent copying of the Content.
6. The Organization undertakes not to copy or reproduce in any other way, distribute, transmit, broadcast, modify, delete, display, sell, license or otherwise distribute, or use the Content in a manner that goes beyond the scope of the rights resulting from the license agreement concluded with the Consultant or Star, or any other legal basis.
7. The Organization and its Users must not:
 - (a) use the platform to provide the services or access to third parties or otherwise reproduce, license, sell, rent, lease, outsource, act as service bureau, or sublicense the i2o platform;
 - (b) use the i2o platform (including by uploading your data, downloading or sharing other content or information, or emailing, calling, or communicating with others through the platform) in any manner that is harmful, infringing, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, is a hate crime, or otherwise violates the rights of another or does not comply with applicable law;
 - (c) except as permitted by applicable law, decompile, decipher, disassemble, translate, modify, prepare derivative works of, reverse engineer or otherwise attempt to access or derive the source code or other trade secrets from the i2o platform; or
 - (d) interfere with or disrupt, disable, damage, impair, or overburden the i2o platform, including by transmitting viruses

or other malicious code or using the i2o platform to spam others

8. Star reserves the right to suspend or disable User, Organization or Consultant access to any or all parts of the i2o platform at any time without notice in case of breach of the Terms or the Privacy Policy or creating a security or technology threat for i2o.

IV. Content

1. The ins2outs platform enables the exchange of Content between an Organization, its Users, and Consultants.
2. It is not allowed on the ins2outs platform to post content that is offensive, obscene, violates the dignity, privacy or good name of individuals or Users, Organizations or Consultants, as well as inappropriate, untrue or violating the law.
3. Star is not responsible for the Content. Entities solely responsible for this are those posting Content on the i2o platform. Users, Organizations and Consultants hereby acknowledge that they are solely responsible for the Content and the consequences of their publication.
4. Star reserves the right to review i2o Content, from the technical, security, and Terms' compliance perspectives, and remove or edit certain Content based on its arbitrary decision in such situations. Star does not edit or remove Content compliant with the Terms and not causing technical or security issues.
5. Content made available on the i2o platform may be subject to restrictions due to size, quantity, type, use, copying or deletion. The User, Organization and Consultant are obliged to comply with the restrictions introduced by Star.
6. Star shall not give any warranties, assurances, or promises and the Organization purchasing or otherwise acquiring the Know-how set accepts the risk

arising from the consequences of the use or an impossibility to use the Know-How set.

7. Star shall not give any warranties, assurances, or representations regarding the effects of the implementation and use of the Know-How set or works based on the Know-How set in the purchasing or acquiring Organization. Star represents that the Know-How set only constitutes a starting point for making changes in the Organization and shall be adapted by the Organization themselves, or by means of a third party employed for that purpose, to the needs and regulations applicable to a particular Organization context, which the Organization hereby acknowledges.

V. Copyrights

1. All Content and components of i2o, such as processes, text, video, graphics, user experience solutions, as well as source code, its compilations and other platform tools are the subject of Star's proprietary copyrights and are subject to copyright protection and industrial property rights, as well as other rights related to the protection of intellectual property.
2. All Content prepared exclusively by the Organization, its Users or Consultants, excluding the Know-how set that is regulated in the chapter "VI. Know-how set license", are the subject of Organization's proprietary copyrights and are subject to copyright protection and industrial property rights, as well as other rights related to the protection of intellectual property.
3. The Organization and the Consultant declare that they are entitled to full economic copyrights together with the right to exercise the derivative rights to the Content posted by them on i2o and they are not encumbered with any rights or claims of third parties, and in particular that the granting of authorisation to use the Content offered by other Organizations and

Consultants does not require any permission from third parties.

4. In the event that the Content posted on i2o by the Organization or a Consultant is the subject of a license or other agreement specifying the terms of use of the Content, they declare that they are authorized to publish and distribute and commercially use the Content by other Organizations.
5. All Content posted on the i2o platform, such as processes, text, video, recordings, graphics, training materials, organizational and other materials, is subject to intellectual and industrial property protection under a license agreement or any other The contract for the use of the Content is the subject of an agreement between the Organization and the Consultant, excluding Star. At the same time, Star has no influence on the content of the aforementioned agreement and assumes no responsibility for its content or any failure by any of the parties to comply with its provisions.
6. By using i2o, the User, the Organization and the Consultant agree to abide by copyright and personal rights, as well as industrial property rights and the contents of license agreements, information and other agreements related to the use of the Content available on i2o.
7. As a result of using the i2o platform, the User, the Organization and the Consultant do not acquire any proprietary rights to the i2o components.
8. The User, Organization and Consultant do not acquire any proprietary rights to the Content made available under i2o as a result of using i2o, unless otherwise agreed between the Organization and the Consultant.
9. Star gives no warranty of any license obtained by the Organization or a Consultant, arising directly or indirectly from the use of i2o, concerning an intellectual or industrial property object Star, Organization or Consultants providing Content on i2o.

10. The obligations arising from the provisions governing the protection of intellectual property shall apply despite the termination of the contract concluded between the Organization, the Consultant and Star.

VI. Know-how set license

1. In the situation when the Organization purchased, or otherwise acquired, a Know-how set from Star on ins2outs, Star grants the Organization an authorization for non-exclusive use of the Know-how set (non-exclusive license).
2. Star grants the license in return for a one time fee for the Know-how set. The Know-how set fee entitles the Organization for the current status of the Know-how set without any updates in the future. In case, the Organization account on i2o is populated with the subset of the Know-how set for demo purposes, Star grants the license in return for the "Access to i2o" fee. The fee entitles the Organization to the current status of the subset of the Know-how set without any updates in the future.
3. The license, being the subject matter hereof, is granted for an indefinite period. The Organization shall be authorized to use the Know-how set also after the expiry or termination hereof, to the extent specified in points 5 and 6 below.
4. Users also are entitled to use the Know-how set under the principles specified by Star and in accordance with the ins2outs terms and conditions, however, to the extent not larger than that to which it can be used by the purchasing Organization.
5. The Organization is entitled to use the Know-how set to the extent set out herein within all the fields of exploitation known at the time of conclusion hereof, except for those explicitly excluded in the further points; in particular, the Organization is entitled to use the Know-how set within the following fields of exploitation:

- a. Uploading, editing, downloading, processing, storing the Know-how set within i2o;
- b. Organizing the implementation of a selected management system in the Organization;
- c. Creating copies of works falling within the know-how set using printing, reprographic, magnetic storage, and digital technologies;
- d. Exporting, exhibiting, displaying, playing, or making available within the premises of the Organization among the Organization's Users, employees and associates, as well as persons staying within the premises of the Organization;
- e. Using, capturing and multiplying entirely or partially by any means and in any form, irrespective of the format, system, or standard, including uploading to the computer memory and permanent or temporary recording or reproduction of such records for the Organization's purposes;
- f. Right to specify names for particular works constituting components of the Know-how set;
- g. Distribution on the Organization's internal network (Intranet);
- h. Conducting training based on the Know-how set provided and using it for educational purposes if recipients of such services are the Organization's employees, associates, and

management and supervisory staff;

persons then those specified in the item 5(i);

- i. Making the Know-how set available or works derived from it to entities conducting any control or audit of the Organization, limited to the scope needed in order to conduct such audit or control, without the authorization to use it for its own purposes.

- 6. The Licensee is not entitled to use the Know-how set through:
 - a. Marketing, lending for use, or leasing out the original or the created copies of the Know-how set entirely or any part thereof, which constitutes a separate work;
 - b. Exhibiting, displaying, playing, or making available in any other place or for any other audience than as specified in point 5(d);
 - c. Distributing the Know-how set on the Internet to an unidentified group of entities or even a single entity that is not a User;
 - d. Conducting training or any other educational activities based on the Know-how set under any agreement if the recipients of such training or activities are other persons than those specified in item 5(h);
 - e. Reselling or making otherwise available of the Know-how set, Content, or works derived from them to another company, entity, or a person if the recipients of such Know-how set, Content, derived work are other

VII. Responsibility

- 1. Star does not verify nor evaluate the completeness, effectiveness, accuracy or reliability of the i2o Content and makes no warranties of any kind.
- 2. Star shall not be liable for damages resulting from the sharing or use of Content on the i2o platform, as well as for damages resulting from a referral of the Organization or a Consultant to other tools outside the i2o platform.
- 3. Star shall not be liable in any way for the effects of the implementation and use of the Know-how set or other content of i2o, as well as documents based on them, by the Organization, including liability for damage (loss or lost profit) caused by their use, as well as liability for penalties imposed by public authorities or other public charges.
- 4. Star shall not be liable in any way for the effects and work delivered by a person working in the Ordered role model including liability for damage (loss or lost profit) caused by their work, as well as liability for penalties imposed by public authorities or other public charges.
- 5. In particular, Star shall not be liable for any loss or damage suffered by the Organization or a Consultant as a result:
 - a. entry by the Organization or a Consultant into any relationship or transaction with another Organization or a Consultant, via the i2o platform;
 - b. changes that Star may make to the i2o platform, as well as temporary or permanent exclusion of access to the i2o platform (or withdrawal from any i2o platform elements);
 - c. remove, damage or failure to maintain the Content and other

- communication data maintained or transmitted as part of the use of i2o by the User, Organization or Consultant;
- d. User, Organization or Consultant's failure to comply with security rules and the confidentiality of your password or account details on i2o;
 - e. infringement of economic and personal copyrights, as well as industrial property rights or other intellectual property rights by Users, Organizations or Consultants;
 - f. failure to respect the confidentiality of the Content and other data made available on the i2o platform (excluding users' personal data) by Users, Organizations or Consultants;
6. If the Organization purchased a Know-how set it shall pay Star liquidated damages for each violation of the provision set forth in the "VI. Know-how set license" chapter committed by the Organization, its Users or Consultants.
 7. IN NO EVENT WILL STAR BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL, EVEN IF STAR WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.
 8. THE AGGREGATE LIABILITY OF STAR FOR ALL CLAIMS RELATING TO THE SERVICES OR CONNECTED WITH THIS AGREEMENT, REGARDLESS OF THE DAMAGES THEORY, WILL NOT EXCEED THE FEES PAID OR OWING TO STAR UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. STAR WILL NOT

BE LIABLE FOR ANY DAMAGES INCURRED BY ORGANIZATION TO THE EXTENT ARISING FROM ANY UNAUTHORIZED ACCESS RESULTING FROM THE ACTIONS OF ORGANIZATION OR ITS USERS, CONSULTANTS OR ANY THIRD PARTY OTHER THAN STAR'S REPRESENTATIVES. THE FOREGOING SHALL NOT LIMIT PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

9. Shared Responsibility for Backup and Recovery. While Star is responsible for maintaining backup and recovery measures for the i2o platform infrastructure, including databases and cloud storage, the i2o service operates under a Shared Responsibility Model. The Organization remains responsible for the management, accuracy, retention, and independent archival of its data and Content uploaded to the platform, including the periodic export or download of critical compliance reports, records, and other Content where needed for its own business continuity purposes. Star shall not be liable for the deletion, modification, or loss of data resulting from the actions of the Organization, its Users, or Consultants.

VIII. End of Use of i2o

1. The contract between Star and the Organization or Consultant may be terminated with 30 days advance notice, and shall be effective at the end of the accounting month following the notice served. Notice of termination should be sent in writing to the following Star address ins2outs@star.global.
2. Failure to pay for the use fee for i2o within the period specified in the VAT invoice shall be tantamount to termination of the agreement referred to in section 1 above. In such a situation Star may disable the Organization account and all Users accounts without any notice.

In some situations it may not be possible to reactivate the Organization account e.g. the Organization data was already removed from the platform.

3. If the organization purchases a person from ins2outs in the Ordered role model, failure to pay for the Ordered role fee within the period specified in the VAT invoice shall be tantamount to termination of the agreement in respect to the Ordered role referred to in section 1 above.
4. Star reserves the right to terminate the agreement between Star and the Organization or a Consultant with immediate effect in the following cases:
 - Violations by a User acting within the Organization, Organization or Consultant of any of the provisions of these Terms and Conditions or the Privacy Policy or other documents governing the use of i2o;
 - Violations by the User acting within the Organization, the Organization or the Consultant of legal regulations, including in particular regulations governing intellectual property and processing of personal data.
 - Violations by a User, a Consultant, or an Organization the license terms for the provided Know-how set.
 - Deactivating the last User account for the Organization.
5. Star may terminate the contract between Star and the Organization with 60 days advance notice, and shall be effective in 60 days following the notice served. Notice of termination should be sent to the Organization in writing or electronically to the email address provided at registration on the i2o platform or other active i2o Users' email addresses from the Organization.
6. Termination of the contract shall not affect the scope of obligations and responsibilities provided for by law or arising from these

Terms and Conditions, which are expressly stated to remain in force, despite the termination of the contract.

IX. Trade Secret

1. The User, Organization and Consultant undertake to keep the Content confidential in the form of any information, know-how or information concerning intellectual and industrial property in their possession in connection with the use of the Content the i2o platform, for the duration of its use i2o and for a period of 5 years from the date of termination of the use. In particular, the scope of protection of business secrets pursuant to Article 11(4) of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws 1993 No. 47, item 2). on combating unfair competition

(Journal of Laws of 1993 No. 47 item 211 as amended) include Content, Know-how sets, lists of Users, as well as processes, texts, video, graphics, solutions in the area of Star experience, and the source code and its compilations and other platform tools, as well as other organizational and technical solutions made available by the Organizations, Consultants and Star.

2. Organizations acquire the right to use the Content made available to them through i2o, on the basis of separate license agreements or other agreements concluded directly with Consultants. Organizations retain the right to use the Content even after termination of the agreement with Star, unless license agreements or separate agreements with Consultants provide for an obligation to stop using the Content.
3. Organizations and Consultants undertake to oblige their employees or persons providing services to them on another legal basis, on the basis of separate agreements, to maintain the confidentiality of confidential information to which they have gained access through the i2o platform.

X. Payment

1. Star will issue a VAT invoice for the i2o fees.
2. The fee rates for the following services
 - a. Access to i2o (obligatory)
 - b. Know-how set (optional, if services requested)
 - c. Ordered roles (optional, if services requested)
 - d. Complementary services (optional, if services requested)shall be set out in a separate document.
3. Payment for the “Access to i2o” or “Ordered roles” services is made in advance, for the next billing period (quarterly or yearly).
If the Organization account was not registered on the 1st day of the month, the first invoice for “Access to i2o” includes the proportional fee for the incomplete days in the month that precedes the first billing period.
4. Payment for the “Know-how set” services is made in advance as a one time payment. The Know-how set is transferred to the Organization account only when the payment is received by Star.
5. VAT invoices are payable within 14 days of their sending to an Organization’s email address. The method of payment will be indicated on VAT invoices.
6. Star reserves the right to review the fee rates and shall inform the Organization about any such changes with 30 days notice.
7. To reactivate the Organization account, in the situation described in the chapter VIII.2 the Organization shall pay in advance the reactivation fee 150 Euro.

XI. Final provisions

1. Star will notify i2o users of any changes to these Terms and Conditions for use of i2o, in the form of a message sent via i2o or other means, so that i2o users can review the changes before continuing to use i2o. If they object to any changes, the i2o user may close their account. Continued use of i2o after publication or notification to the Organization, User or Consultant of any changes to this Privacy Policy constitutes your agreement to such changes.
2. These Terms and Conditions, as well as any other agreements regulating access and use of i2o, concluded between the Organization, the Consultant and Star shall be governed by Polish law.
3. Any possible doubts arising in connection with the use of i2o, the Organizations, Consultants and Star shall try to settle amicably, and any disputes arising in connection with the use of i2o shall be submitted to the common court having jurisdiction over Star Poland Sp. z o.o..
4. The address provided in the chapter “XII. Contact” indicates the court having the jurisdiction over Star with respect to the Terms.

XII. Contact

If you have any questions or comments regarding use of i2o, please contact us at the following address:

Star Poland Sp. z o.o.
ul. Garbarska 1
50-079 Wrocław
Poland

Email: ins2outs@star.global