

# 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** - 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** - Entity holding an established account on i2o platform, which may invite its employees, co-workers, consultants, contractors or other authorized persons to i2o for the purpose of proper quality management, product lifecycle management, regulatory management, know-how management, or other business purposes supported by i2o.
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 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. **Account Data** - personal data and other information processed by Star in connection with registration, authentication, account administration, billing, platform security, support, communication, analytics, service notifications, maintenance, and operation of i2o.

12. **Customer Data** - any data, information, content, documents, records, files, metadata, personal data, business data, or other materials submitted to i2o by or on behalf of the Organization, Users, Consultants, or imported into i2o from Third-Party Services on behalf of the Organization, excluding Account Data, Usage Data, Star Content, platform telemetry, logs, and Star's proprietary materials.
13. **Customer Personal Data** - personal data contained in Customer Data or Integration Data for which the Organization acts as controller or is otherwise responsible under applicable data protection laws.
14. **Data Processing Addendum or DPA** - a separate data processing addendum, data processing agreement, or equivalent document incorporated into these Terms by reference, which applies where Star processes Customer Personal Data on behalf of the Organization as a processor.
15. **Integration** - functionality enabling i2o to connect with Third-Party Services, including but not limited to Jira, ClickUp, Slack, Google Workspace, Microsoft services, or other systems made available or supported by Star from time to time.
16. **Integration Data** - Customer Data imported, synchronized, indexed, displayed, linked, exported, accessed, transmitted, or otherwise processed through an Integration. Integration Data may include ticket identifiers, titles, descriptions, statuses, comments, attachments, user identifiers, names, email addresses, roles, timestamps, metadata, logs, and other data available through the connected Third-Party Service, depending on the configuration and permissions granted by the Organization.
17. **Integration Terms** - additional terms, technical requirements, security requirements, customer-specific arrangements, or other rules applicable to the use of a specific Integration.
18. **Security Measures** - technical and organizational measures applied by Star to protect i2o and Customer Data within Star's control, as described in the DPA, Security Measures document, technical documentation, security policy, or other documents made available by Star.
19. **Service Account** - an account created or designated by the Organization within a Third-Party Service for the purpose of enabling an Integration with i2o, instead of using an individual personal user account, where technically and commercially available.
20. **Subprocessor** - a third party engaged by Star to process Customer Personal Data on behalf of Star where Star acts as processor under the DPA.
21. **Subprocessor List** - a list of Subprocessors used by Star, as made available to the Organization or incorporated by reference into the DPA or other applicable document.
22. **Third-Party Services** - products, platforms, applications, systems, APIs, websites, cloud services, or other services provided by third parties and connected or used together with i2o, including services integrated through OAuth, API tokens, webhooks, service accounts, or other technical means.
23. **Usage Data** - telemetry, logs, diagnostic data, performance data, security data, analytics data, metadata, usage statistics, and other technical or operational data generated through the use, operation, security, support, or maintenance of i2o or Integrations, excluding Customer Data to the extent it identifies the Organization or an individual.
24. Your use of i2o is subject to these Terms and Conditions, which, together with the Privacy Policy, DPA, Subprocessor List, Security Measures, Integration Terms, order

forms, statements of work, or other documents expressly incorporated by reference or accepted by the Organization in connection with i2o, constitute a legally binding agreement between the Organization, User or Consultant and Star regarding the use of i2o.

25. 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.
26. By starting using i2o Organization, the User and Consultant declare that they accept the content of these Terms and Conditions and the Privacy Policy.
27. These Terms and Conditions apply to all current and future ins2outs platform functionalities and components, including but not limited to browser-based applications, email notifications, Content, Customer Data, Integrations, and Integration Data.
28. 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.
29. Organization bears full responsibility for ensuring its Users and anyone with access to ins2outs platform have read and accepted these Terms and Conditions.
30. The Privacy Policy applies where Star processes personal data as controller, including in relation to Account Data, platform administration, communication, support, analytics, billing, and other processing activities described in the Privacy Policy.
31. The DPA applies where Star processes Customer Personal Data on behalf of the Organization as processor, including Customer Personal Data contained in Customer Data or Integration Data.
32. Star and the Organization shall not be deemed joint controllers merely because the Organization uses i2o, submits Customer Data, enables an Integration, or makes Integration Data available to i2o. Star shall act as joint controller only where this is expressly stated in the Privacy Policy, the DPA, or another written arrangement between the parties.
33. In case of conflict between documents forming part of the agreement between Star and the Organization, the following order of precedence shall apply, unless expressly stated otherwise in the relevant document: first, the applicable order form or statement of work; second, the DPA with respect to processing of Customer Personal Data by Star as processor; third, applicable Integration Terms with respect to the relevant Integration; fourth, these Terms; and fifth, the Privacy Policy with respect to matters not otherwise governed by the foregoing documents. The Privacy Policy shall prevail with respect to Star's processing of personal data as controller .
34. Use of specific Integrations may be subject to additional Integration Terms, technical limitations, security requirements, prior review, approval, or customer-specific written arrangements.

## 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.
10. Star targets monthly uptime of 99.5% for i2o, measured solely during the service window from Monday to Friday, 09:00-17:00 Central European Time (CET/CEST, as applicable). Downtime occurring outside the service window and during maintenance windows agreed or notified in advance shall be excluded from the uptime calculation.
11. i2o may include Integrations with Third-Party Services. Integrations are optional and may be made available generally, by plan, by configuration, or on a case-by-case basis.
12. Star may make certain Integrations available only after prior review, approval, configuration, execution of additional documents, or confirmation that the Organization has accepted the applicable DPA or Integration Terms.
13. The Organization is responsible for deciding whether to enable an Integration, which Third-Party Service to connect, which workspace, project, list, channel, repository, account, or other data source to connect, and what permissions or scopes to grant.
14. Where technically available, the Organization should use a dedicated Service Account for Integrations and should avoid connecting personal user accounts unless this is necessary and properly authorized by the Organization.
15. The Organization represents that it has all necessary rights, permissions, authorizations, notices, and legal bases to connect the relevant Third-Party Service to i2o and to allow Star to process the related Integration Data for the purpose of providing the Integration.
16. Star may process Integration Data only to provide, maintain, secure, troubleshoot, improve, and support the relevant Integration, unless otherwise agreed in writing or permitted under the applicable legal documents.

### III. Third-party integrations

1. i2o may allow the Organization to connect i2o with Third-Party Services. Integrations are optional and may be made available generally, by plan, by configuration, or on a case-by-case basis. Third-Party Services are not operated or controlled by Star unless expressly stated otherwise.
2. Enabling an Integration constitutes the Organization's instruction and authorization for Star to access, import, synchronize, index, display, store, transmit, export, process, and otherwise handle Integration Data made available through the connected Third-Party Service in accordance with these Terms, the DPA, and the applicable Integration Terms.
3. The Organization is solely responsible for selecting, enabling, configuring, maintaining, reviewing, and disconnecting Integrations, configuring access permissions and scopes, ensuring lawful use of the connected Third-Party Service, ensuring that it has the right to make Integration Data available to i2o, providing any required notices to employees, contractors, consultants, customers or other data subjects, and reviewing and limiting the data made available through the Integration.
4. Star is not responsible for the content, accuracy, legality, availability, retention, deletion, security, or configuration of Third-Party Services. Star is also not responsible for changes, outages, restrictions, pricing, API limitations, permissions, or terms imposed by providers of Third-Party Services.
5. The Organization acknowledges that Third-Party Services may return more data than is visible in the i2o user interface or more data than the Organization initially expected, depending on the permissions granted by the Organization and the technical design of the Third-Party Service.
6. Star may apply technical measures to limit, filter, index, or minimize Integration Data processed by i2o. However, the Organization remains responsible for granting appropriate permissions and for ensuring that excessive, unlawful, confidential, sensitive, or unnecessary data is not made available to i2o through the Integration.
7. Star may refuse, suspend, limit, or disable an Integration if Star reasonably believes that the Integration may create legal, security, privacy, operational, or compliance risk; the Organization has not accepted the required DPA or Integration Terms; the Integration is misconfigured; the connected account has excessive permissions; the Integration may expose Star, i2o, other customers, or third parties to unauthorized access, data loss, or unlawful processing; or the Third-Party Service changes its API, terms, security model, or technical requirements.
8. Unless otherwise agreed in writing, Star does not guarantee that any Integration will remain available, compatible, supported, or unchanged. Star may modify, suspend, or discontinue any Integration at any time, especially where required for security, legal, operational, or technical reasons.
9. If an Integration is disconnected, Star may delete or disable related tokens, credentials, webhooks, local indexes, cached metadata, and other technical data used to operate the Integration. Deletion from active systems may be subject to technical limitations, security logs, backup rotation, legal retention requirements, and the DPA.
10. The Organization should regularly review connected Integrations, permissions, Service Accounts, and data sources and promptly disconnect any Integration that is no longer required.

## IV. 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.
9. The Organization, User, and Consultant must not use i2o or any Integration to access, import, process, disclose, copy, synchronize, index, or transfer data from Third-Party Services where they do not have proper authorization, rights, permissions, notices, or lawful basis to do so.



10. The Organization, User, and Consultant must not configure an Integration in a way that bypasses or circumvents access controls, security restrictions, contractual restrictions, privacy obligations, confidentiality obligations, technical limitations, or permission models applicable to the connected Third-Party Service.
11. The Organization must not use Integrations to import special categories of personal data, criminal offence data, highly confidential data, regulated data, or other data subject to enhanced legal or contractual protection unless this is necessary for the agreed use of i2o, lawful, properly authorized, and covered by the applicable contractual and security arrangements.
12. The Organization, User, and Consultant must not upload, import, or synchronize data in a way that is excessive, unlawful, misleading, malicious, infringing, unauthorized, or unrelated to the intended use of i2o.

## V. Content

1. The ins2outs platform enables the exchange of Content between an Organization, its Users, and Consultants.
2. It is not allowed on the i2o 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.
8. For the purpose of these Terms, Content may include Customer Data and Integration Data where such data is made available, linked, displayed, imported, indexed, or otherwise processed in i2o. To the extent Customer Data or Integration Data is also treated as Content under these Terms, the provisions specifically governing Customer

Data, Integration Data, the DPA, confidentiality, security, and Integrations shall prevail over general Content provisions.

9. The Organization retains all rights, title, and interest in and to Customer Data. Nothing in these Terms transfers ownership of Customer Data to Star .
10. The Organization grants Star, its affiliates, personnel, service providers, and Subprocessors, a limited, non-exclusive, worldwide, royalty-free right to host, store, copy, display, transmit, process, index, modify for technical purposes, and otherwise use Customer Data only as necessary to provide, operate, secure, maintain, monitor, troubleshoot, support, develop and improve i2o, the applicable integrations, and the related services, subject to the DPA where Customer Personal Data is processed by Star as processor .
11. Star may collect, generate, and use Usage Data, telemetry, logs, diagnostic data, performance data, security data, analytics data, metadata, usage statistics, and aggregated or de-identified data derived from the use of i2o or Integrations for security, analytics, product improvement, service development, benchmarking, reporting, and other legitimate business purposes, provided that such data does not identify the Organization or any individual. Nothing in these Terms restricts Star's right to use such aggregated or de-identified data.
12. Star shall not sell Customer Data and shall not use Customer Personal Data for purposes materially unrelated to the provision, security, support, maintenance, or improvement of i2o, except as permitted by the DPA, the Privacy Policy, applicable law, or the Organization's written instructions.
13. Where Customer Data includes Customer Personal Data processed by Star on behalf of the Organization, such processing shall be governed by the DPA.
14. The Organization is responsible for the accuracy, quality, legality, integrity, classification, and appropriateness of Customer Data and Integration Data made available to i2o.

## VI. 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 "VII. 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. For the avoidance of doubt, Customer Data and Integration Data are governed by the Customer Data provisions of these Terms and the DPA where applicable, and are not part of Star's proprietary Content merely because they are hosted, displayed, indexed, or otherwise processed in i2o.
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.

## **VII. 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 now-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;
  - 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 persons than those specified in the item 5(i);

## VIII. 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 "VII. 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.
10. The Organization acknowledges that the use of i2o, including Integrations, operates under a shared responsibility model. Star is responsible for providing and securing the i2o platform within the scope controlled by Star. The Organization is responsible for its use of i2o, including user administration, access rights, account management, Customer Data, Integration configuration, connected Third-Party Services, Service Accounts, credentials, permissions, scopes, internal approvals, notices, and lawful basis for data processing under its responsibility.
11. Star shall not be liable for any loss, damage, claim, unauthorized access, data exposure, deletion, modification, synchronization error, or compliance issue caused by incorrect configuration of an Integration by the Organization or its Users, excessive permissions granted to i2o through a Third-Party Service, use of a personal account instead of a Service Account where a Service Account should have been used, changes, outages, limitations, or incidents affecting Third-Party Services, Customer Data or Integration Data made available to i2o without sufficient rights, authorization, notices, or legal basis, or failure by the Organization to review or disconnect an Integration that is no longer required.
12. Star shall maintain reasonable technical and organizational measures designed to protect i2o and Customer Data within Star's control. The Organization acknowledges that no system, network, software, cloud service, API, or integration can be guaranteed to be completely secure, uninterrupted, or error-free. Star shall not be responsible for security incidents, unauthorized access, data exposure, data loss, or compliance failures arising from the Organization's systems, users, devices, credentials, configurations, access rights, Third-Party Services, or failure to follow Star's instructions or recommended security practices.
13. Nothing in these Terms excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law.
14. The Organization shall defend, indemnify, and hold harmless Star, its affiliates, officers, employees, contractors, service providers, and Subprocessors from and against any claims, demands, damages, losses, liabilities, penalties, costs, and expenses, including reasonable legal fees, arising out of or relating to: Customer Data or Integration Data; the Organization's use or configuration of i2o or any Integration; the Organization's breach of these Terms, the DPA, Integration Terms, or applicable law; alleged infringement or misappropriation caused by Customer Data or Integration Data; failure to obtain or maintain required rights, permissions, consents, notices, lawful bases, or authorizations; excessive or unlawful permissions granted to i2o; use of personal

accounts instead of Service Accounts where inappropriate; or any Third-Party Service connected by or on behalf of the Organization.

## IX. 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](mailto: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.
7. The Organization is responsible for exporting or downloading Customer Data and Integration Data before termination of its account or disconnection of an Integration, where such export or download is required for the Organization's business continuity, compliance, audit, recordkeeping, or archival purposes.
8. Upon termination of the Organization account or upon disconnection of an Integration, Star may disable the relevant account or Integration and may and delete, deactivate, anonymize, or retain Customer Data, Integration Data, related OAuth tokens, API credentials, webhook configurations, local indexes, cached metadata, logs and other

technical records in accordance with these Terms, the Privacy Policy, the DPA, Star's retention practices, backup rotation, legal requirements, and security requirements .

9. Star shall have no obligation to retain, restore, reconstruct, or provide Customer Data or Integration Data after termination, except to the extent expressly required by the DPA, an applicable order form, or mandatory law.
10. The Organization is responsible for disconnecting Integrations that are no longer required and for revoking access from the relevant Third-Party Service where necessary.
11. Deletion of Customer Data and Integration Data from i2o shall be handled in accordance with these Terms, the Privacy Policy, the DPA, applicable retention requirements, technical deletion timelines, and backup rotation.
12. Termination or disconnection of an Integration does not automatically delete data stored in the original Third-Party Service. The Organization remains responsible for data retained in Third-Party Services.

## **X. 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.
4. Customer Data and Integration Data may constitute confidential information or trade secrets of the Organization or third parties. The Organization is responsible for properly classifying such data and for ensuring that its Users, Consultants, employees, contractors, and other authorized persons protect such data in accordance with applicable law, contractual obligations, and the Organization's internal requirements. Star shall protect Customer Data within Star's control in accordance with these Terms, the DPA where applicable, and Star's applicable Security Measures.

## **XI. 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. AI Modules (optional, if services requested)
  - d. Additional licenses (optional, if services requested)
  - e. Complementary services (optional, if services requested)shall be set out in a separate document.
3. Payment for the "Access to i2o" or "Additional licenses" services is made in advance, for the next billing period (quarterly or yearly). Invoices are issued for full calendar months and for the confirmed number of licenses. If the Organization account was not registered on the 1st day of the month, the first invoice will cover the full calendar month in which the account was registered, regardless of the registration date.
4. Payment for "AI Modules" is made upfront, and covers a full year of access from the date of purchase. Each AI Module is licensed and invoiced separately, and must be purchased individually. This is a single annual payment per module and is not subject to proration or partial refunds for unused time within the subscription period.
5. 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.
6. 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.
7. Star reserves the right to review the fee rates and shall inform the Organization about any such changes with 30 days notice.
8. To reactivate the Organization account, in the situation described in the chapter IX.2 the Organization shall pay in advance the reactivation fee 150 Euro.

## **XII. 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 these Terms 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 "XIII. Contact" indicates the court having the jurisdiction over Star with respect to the Terms.

5. Star may update these Terms, the Privacy Policy, DPA, Subprocessor List, Security Measures, Integration Terms, or other documents incorporated by reference from time to time. Star will notify Organizations or Users of material changes in accordance with these Terms or the relevant document.
6. If the Organization does not agree to material changes affecting an Integration or data processing arrangement, the Organization should stop using the affected Integration and contact Star to discuss available options.

## **XIII. Data Processing Addendum**

### **1. Applicability and Roles**

This Section XIII constitutes the Data Processing Addendum or DPA referred to in these Terms.

It applies where Star processes Customer Personal Data on behalf of the Organization in connection with the provision, operation, support, maintenance, troubleshooting, security, and service improvement of i2o or an Integration, in each case to the extent such processing is performed on behalf of the Organization and in accordance with its documented instructions.

In such cases, the Organization acts as the Controller and Star acts as the Processor. This Section does not apply to processing where Star acts as an independent Controller, including processing of Account Data, Usage Data, platform administration data, billing data, security monitoring data, support communications, analytics data, service notifications, or other data described in the Privacy Policy.

### **2. Subject Matter, Duration and Purpose of Processing**

The subject matter of processing is the provision of i2o and, where enabled by the Organization, the relevant Integrations.

The processing shall continue for the duration of the agreement between Star and the Organization and for the period reasonably required to delete, return, retain, secure, anonymize, or otherwise process Customer Personal Data in accordance with these Terms, applicable law, backup rotation, security requirements, and Star's retention practices.

The nature of processing may include collection, recording, organization, structuring, storage, hosting, retrieval, consultation, access, use, display, indexing, transmission, disclosure by transmission, synchronization, alignment, restriction, deletion, anonymization, and other processing operations necessary for the provision, operation, security, support, maintenance, troubleshooting, and service improvement of i2o and the applicable Integrations.

Star may process Customer Personal Data solely for the following purposes:

- a. hosting, storing, displaying, organizing, transmitting, and otherwise making i2o available to the Organization and its authorized Users;
- b. providing, operating, securing, maintaining, troubleshooting, supporting, and improving i2o and the applicable Integrations to the extent necessary or reasonably useful for the provision, security, maintenance, troubleshooting, or support of the services for the Organization;

- c. processing Integration Data according to the Organization's configuration, permissions, instructions, and use of the relevant Third-Party Service;
- d. preventing, detecting, and responding to security incidents, misuse, fraud, technical failures, and breaches of these Terms;
- e. complying with applicable law, court orders, regulatory requirements, or lawful requests from competent authorities where Star is legally required to process or retain Customer Personal Data.

### 3. Categories of Data Subjects and Personal Data

Customer Personal Data may relate to the Organization's Users, employees, contractors, consultants, customers, suppliers, business partners, representatives, auditors, or other individuals whose data is included in Customer Data or Integration Data.

Customer Personal Data may include names, contact details, usernames, user identifiers, roles, account information, ticket or task information, project information, comments, communications, attachments, timestamps, activity information, metadata, technical logs, content uploaded to i2o, and other information determined by the Organization or made available through a connected Third-Party Service.

The Organization determines and remains responsible for the categories, scope, accuracy, lawfulness, appropriateness, and sensitivity of Customer Personal Data made available to i2o or through an Integration.

### 4. Instructions and Restrictions

Star shall process Customer Personal Data only on documented instructions from the Organization, including these Terms, the Organization's use, configuration, permissions, settings, and operation of i2o, enabled Integrations, applicable Integration Terms, and other written instructions provided by the Organization, unless Star is required to process Customer Personal Data under applicable law.

Where Star is required by applicable law, court order, regulatory requirement, or lawful request from a competent authority to process Customer Personal Data other than on the Organization's instructions, Star shall inform the Organization before such processing unless applicable law prohibits such notification or such notification would prejudice legal, regulatory, security, or law-enforcement interests.

Star shall inform the Organization if, in Star's reasonable opinion, an instruction from the Organization infringes applicable data protection laws, unless applicable law prohibits such notification. Star shall not be required to conduct a legal review of the Organization's instructions and may rely on the Organization's instructions unless they are manifestly unlawful.

Star shall not sell Customer Personal Data or process Customer Personal Data for independent purposes materially unrelated to the provision, operation, security, support, maintenance, troubleshooting, or service improvement of i2o and the applicable Integrations.

Star may generate and use aggregated or de-identified data that does not identify the Organization or any individual for security, analytics, service development, benchmarking,

reporting, and product improvement purposes. Such aggregated, anonymized, or de-identified data shall not constitute Customer Personal Data for the purposes of this Section XIII.

Star may rely on the Organization's instructions, configurations, permissions, settings, credentials, authorizations, and representations and is not required to verify the Organization's lawful basis, notices, consents, access rights, internal approvals, or authority to make Customer Personal Data available to i2o or the applicable Integration.

## 5. Confidentiality and Security

Star shall ensure that persons authorized to process Customer Personal Data are bound by confidentiality obligations or are subject to an appropriate statutory duty of confidentiality.

Star shall implement and maintain appropriate technical and organizational measures designed to protect Customer Personal Data within Star's control against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, taking into account the nature of the processing and the risks involved.

Such measures shall include, as applicable and where appropriate to the service configuration and risk level, access controls, authentication measures, encryption in transit and at rest, logging and monitoring, backup and recovery measures, vulnerability management, incident management, segregation of customer environments, and procedures for granting and reviewing access to Customer Personal Data within Star's control.

The Organization acknowledges that no system, software, cloud service, API, network, or Integration can be guaranteed to be completely secure, uninterrupted, or error-free. Star shall not be responsible for security incidents, unauthorized access, data exposure, or data loss arising from the Organization's systems, users, devices, credentials, configurations, permissions, Third-Party Services, or failure to follow Star's instructions or recommended security practices.

## 6. Subprocessors

The Organization grants Star a general written authorization to engage Subprocessors for the processing of Customer Personal Data.

Star shall ensure that each Subprocessor is subject to written data protection obligations that are substantially no less protective than the obligations imposed on Star under this Section XIII, to the extent applicable to the services provided by that Subprocessor.

Star shall maintain an up-to-date Subprocessor List and make it available to the Organization on request or through an online location notified by Star.

Star shall provide reasonable prior notice of intended additions or replacements of Subprocessors. The Organization may object to a proposed Subprocessor on reasonable and documented data protection grounds. The parties shall work in good faith to resolve the objection. Where no reasonable solution is available, Star may suspend or discontinue the affected processing, Integration, or Service, or the Organization may terminate the affected service in accordance with these Terms. Star shall not be required to continue providing the affected processing, Integration, or service without the relevant Subprocessor where Star reasonably determines that such Subprocessor is necessary.

Star shall remain responsible to the Organization for the performance of its Subprocessors' data protection obligations to the extent required by applicable data protection laws and subject to the limitations and exclusions of liability set out in these Terms.

## 7. Assistance to the Organization

Taking into account the nature of the processing, the functionality of i2o, technical feasibility, and the information available to Star, Star shall provide reasonable assistance to the Organization in responding to requests from data subjects exercising their rights under applicable data protection laws.

Star shall also provide reasonable assistance, where required by applicable data protection laws and taking into account the nature of processing and the information available to Star, in relation to data protection impact assessments, prior consultations with supervisory authorities, and the Organization's assessment of security measures, in each case to the extent such matters relate to Star's processing of Customer Personal Data under this Section XIII

Star may charge reasonable fees for assistance, cooperation, questionnaires, data export support, assessments, or other support requested by the Organization, except to the extent such assistance is required due to Star's breach of this Section XIII.

## 8. Personal Data Breaches

For the purposes of this Section XIII, "Personal Data Breach" has the meaning given to it under applicable data protection laws.

If Star becomes aware of a confirmed or reasonably suspected Personal Data Breach affecting Customer Personal Data, Star shall notify the Organization without undue delay.

Star shall provide available information reasonably necessary for the Organization to assess the incident and comply with its obligations under applicable data protection laws, including, where available, the nature of the breach, categories of affected data, likely consequences, and measures taken or proposed to address the breach. Star may provide such information in phases as it becomes available.

Any notification, communication, or cooperation by Star in relation to a Personal Data Breach shall not be construed as an acknowledgement of fault, liability, or breach of this Section XIII by Star.

## 9. International Transfers

Star and its Subprocessors may process Customer Personal Data within the European Economic Area and in other jurisdictions where Star or its Subprocessors operate, subject to applicable data protection laws.

Where Customer Personal Data is transferred outside the European Economic Area in a manner requiring transfer safeguards under applicable data protection laws, Star shall ensure that the transfer is subject to an appropriate transfer mechanism, including, where applicable, the European Commission's Standard Contractual Clauses or another legally recognized transfer mechanism.

## 10. Audits and Compliance Information

Star shall make available to the Organization information reasonably necessary to demonstrate compliance with this Section XIII, taking into account the nature of the processing, confidentiality, security, and the need to protect Star's systems, trade secrets, other customers, and security-sensitive information.

Before requesting an audit or inspection, the Organization shall first review information, documentation, certifications, reports, questionnaires, or other compliance evidence made available by Star. Star may satisfy its audit obligations by providing relevant third-party audit reports, certifications, security documentation, written responses, or other independent compliance evidence where reasonably sufficient.

If such information is not reasonably sufficient to demonstrate compliance with this Section XIII, and upon reasonable written request, Star shall permit audits or inspections relating to the processing of Customer Personal Data, provided that such audits:

- a. are conducted no more than once in any twelve-month period unless required by a supervisory authority or following a material Personal Data Breach;
- b. are conducted during normal business hours, on reasonable prior written notice, and in a manner that does not unreasonably interfere with Star's business operations;
- c. are subject to confidentiality obligations;
- d. do not provide access to information relating to other customers, personal data of other customers or individuals, Star's trade secrets, source code, product roadmap, internal financial information, privileged information, security-sensitive systems, vulnerability information, credentials, or information beyond what is reasonably necessary to verify compliance with this Section XIII. .

No audit or inspection shall include penetration testing, vulnerability scanning, load testing, social engineering, physical access to Star premises, access to production systems, access to source code, or access to live customer environments, unless expressly agreed by Star in writing.

Star may charge reasonable fees for audits, inspections, questionnaires, evidence collection, or other compliance support requested by the Organization, except to the extent such audit or support is required due to Star's breach of this Section XIII.

## 11. Return and Deletion of Customer Personal Data

Upon termination of the Organization's account or the relevant service, and subject to these Terms, technical feasibility, backup rotation, legal obligations, security requirements, and Star's retention practices, Star shall delete or return Customer Personal Data in accordance with the Organization's documented instructions, unless retention is required by applicable law.

Star may retain Customer Personal Data in backups, security logs, archival systems, or other systems for a limited period in accordance with its retention practices, backup rotation, legal obligations, and security requirements. Deletion from backups may occur through ordinary backup rotation. During such retention, Customer Personal Data shall remain protected and



shall not be actively processed except where necessary for backup restoration, security, legal compliance, or incident response.

The Organization is responsible for exporting or downloading Customer Personal Data before termination of the Organization's account or disconnection of an Integration where such export or download is required for the Organization's business continuity, audit, compliance, recordkeeping, or archival purposes.

## 12. Organization Responsibilities

The Organization remains responsible for ensuring that its instructions to Star, use and configuration of i2o, Customer Data, Integration Data, enabled Integrations, permissions, Service Accounts, connected Third-Party Services, and use of Third-Party Services comply with applicable data protection laws.

The Organization is responsible for obtaining and maintaining all necessary rights, permissions, notices, employee and contractor notices, consents, lawful bases, internal approvals, contractual rights, and authorizations required to make Customer Personal Data available to Star and to enable the relevant Integrations.

The Organization shall not make available to i2o or any Integration special categories of personal data, criminal offence data, highly confidential data, regulated data, or other sensitive data unless this is necessary for the agreed use of i2o, lawful, properly authorized, and covered by appropriate contractual, technical, and security arrangements.

Star is not required to verify the Organization's lawful basis, notices, consents, access rights, internal approvals, or authority to make Customer Personal Data available to i2o or the applicable Integration.

## 13. Precedence

In the event of a conflict between this Section XIII and another provision of these Terms in relation to the processing of Customer Personal Data by Star as Processor, this Section XIII shall prevail. This Section XIII does not govern processing where Star acts as an independent Controller; such processing is governed by the Privacy Policy and other applicable documents.

## XIV. Contacts

If you have any questions or comments regarding the 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](mailto:ins2outs@star.global)