



ClickMeeting Application (“Application”) End User License Agreement “EULA”

The license terms are an agreement between ClickMeeting Sp. z o. o. (“ClickMeeting”) and you. General Terms of ClickMeeting Service available at <https://legal.clickmeeting.com/terms-of-service/general-terms-of-service/> („Terms of Service”) shall form an integral part of this EULA. Unless this EULA provides otherwise, the terms used in this EULA shall have the meaning according to the Terms of Service. Please read them carefully.

A. SCOPE OF LICENSE. ClickMeeting grants to you a limited, non-exclusive, non-assignable, nontransferable, revocable license to use the Application within the following fields of exploitation: download, permanent or temporary reproduction (taking into account other provisions of this EULA and applicable copyright law) in full or in part, by any means and in any form, including to the extent necessary to introduce, display, use and store Application. You may not transfer, redistribute or sublicense the Application. You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Application).

B. BETA VERSION. The Application may be offered as a beta version – if labeled as such. If you decide to use the beta version, you agree that:

- the beta version may contain bugs, errors and other defects, and the use of the beta version is at your sole risk;
- the beta version is available only for a limited time and to a limited extent and may be deactivated or modified at any time at ClickMeeting’s sole discretion;
- ClickMeeting does not warrant that any feature, service or software made available as a beta version will be included in the Service, and ClickMeeting may resign from further development of any beta version at any time at its sole discretion;
- you are solely responsible for the consequences of using the beta version, in particular but not limited to the impact it may have on the Service settings, set up webinars, collected data and other information, etc. Please remember that once ClickMeeting deactivates the beta version, certain processes that took place with respect to the service, set up webinars, collected data and other information may be irrecoverable, and ClickMeeting will bear no responsibility for consequences resulting therefrom;
- at the end of the testing period, the feature, service or software may be available subject to a separate fee, (e.g. as a paid add-on) or as a component of particular pricing options only.

C. USE OF DATA. If you are our customer: You acknowledge and agree that ClickMeeting may collect and process your data, including personal data as their controller. You also acknowledge and agree that ClickMeeting may also act as the processor – when ClickMeeting store the personal data entrusted by you and allow you to carry out operations on such data using our Application and services. For more information see



our Privacy Policy available here: <https://legal.clickmeeting.com/privacy-security/privacy-policy/>.

If you are a participant: You acknowledge and agree that ClickMeeting act as the processor of your personal data. For more information see our Privacy Policy available here: <https://legal.clickmeeting.com/privacy-security/privacy-policy/> or contact with the controller of personal data.

D. TERMINATION. This EULA is effective until terminated by you or ClickMeeting. Your rights under this EULA will terminate automatically if you fail to comply with any of its terms.

E. EXTERNAL SERVICES. The Application may enable access to ClickMeeting's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. ClickMeeting is not responsible for examining or evaluating the Content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. The use of External Services may be subject to the terms of use established by such third parties. Upon successful integration with an External Service you agree to the exchange of certain information and data (including confidential data) belonging to you or your participants between ClickMeeting and an External Services in order to enable you to take full advantage of the integration. All and any references and links to External Services or websites, that appear on our websites are placed for your convenience only; we do not control or endorse any materials or information that are placed on third-party websites. You acknowledge that if you use any integration of your account with any External Services (including those listed in an appropriate ClickMeeting website tab or being a part of certain functionality of the Service) you are doing so at your own expense, risk and on your own responsibility. In particular, if during the use of the service you present content from YouTube Platform or publish Content on that Platform using our integration with YouTube API Services, you are agreeing to be bound by YouTube Terms of Service (<https://www.youtube.com/t/terms>) and Privacy Policy (<https://policies.google.com/privacy?hl=en>).

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G. LIMITATION OF LIABILITY: To the greatest extent permitted by law neither ClickMeeting nor its agents, employees, directors, officers, or suppliers shall be liable for any direct, indirect, special, incidental, or consequential loss or damage (even if ClickMeeting has been advised of the possibility of such a loss) including, but not limited to, loss of business revenue, loss of profits, loss of data, damage to reputation, failure to realize expected profits, pure financial loss or other commercial or economic loss or for any claim against you by any third party resulting from or arising in any connection with the use, misuse, or inability to use the Application or from unauthorized access to or alteration of transmission or Content.



ClickMeeting's entire liability towards you shall in no event exceed in the aggregate the amount paid by you for the Service that is the subject of the claim in one month immediately preceding the date on which the event causing damage occurred, in respect of all claims under or related to the services provided by ClickMeeting to you.

The limitations, exclusions, and disclaimers in this EULA shall apply irrespective of the nature of the cause of action, demand, or claim by you or a third party, including, without limitation, breach of contract, negligence, tort, strict liability, or any other legal theory and shall survive a fundamental breach of this EULA.

H. MISCELLANEOUS. EULA shall be interpreted and construed in accordance with, and governed by, the laws of the Republic of Poland, excluding any such laws that might direct the application of the laws of another jurisdiction. The Polish court (with the venue of ClickMeeting' registered office) shall be the governing jurisdiction.