

## TERMS AND CONDITIONS OF SALESMANAGO REFERENCE PROGRAM

### § 1 General provisions

1. These Terms and Conditions set out the terms and conditions for participation in the SALESmanago Reference Program, including the conditions for receiving a Prize and how to submit and process complaints.
2. The Organizer of the Program is Benhauer sp. z o. o. based in Cracow (30-705) at Stanisława Klimeckiego 4, VAT ID: 676 244 77 54 entered into the Register of Entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, Division XI of the National Court Register under entry number KRS: 0000523346.
3. The Organizer declares that participation in the Program does not constitute a contest, game of chance, sweepstakes, pari-mutuel betting, promotional lottery, the outcome of which depends on chance.

### § 2 Definition

1. Definitions used in these Terms and Conditions shall mean:

<b>Registration form</b>	form sent by the Organizer to the Referrer, which is filled out by the Referrer, for the purpose of register the Customer to participate in the Program, indicating the following details of the Referrer: name and surname, business e-mail, business telephone number and optionally a link to the profile on LinkedIn; the following details of the Customer: company name, website address; and indicates the preferred form of contact with the Potential customer; the preferred language of communication and the preference for prior contact information by the Potential customer;
<b>Customer</b>	a natural person with full legal capacity who conducts business activity, a legal person or an organizational unit without legal personality, to which a separate act grants legal capacity, who has concluded an Agreement with the Organizer and remains a party to the Agreement throughout the period of participation in the Program;
<b>Prize</b>	non-monetary benefit in the form indicated in the Terms and Conditions, issued by the Organizer in favor of the Customer in case of fulfillment of the requirements and performance of the activities indicated in the Terms and Conditions;
<b>Organizer</b>	Benhauer sp. z o. o. based in Cracow (30-705) at Stanisława Klimeckiego 4, VAT ID: 676 244 77 54 entered into the Register of Entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, Division XI of the National Court Register under entry number KRS: 0000523346;
<b>Referrer</b>	1) Customer who is an natural person or 2) an natural person

who has full legal capacity and who represents or is employed by the Customer (contract of employment, orders, B2B) and who has the authorization to registry the Customer to the Program - and making a Referral and selecting a Prize;

**Referral** Referrer's action of recommending the SALESmanago System to a Potential customer by expressing a positive opinion on the use of the SALESmanago System during a meeting with a Potential customer, a telephone conversation, in the form of an email or conversation via LinkedIn;

**Potential customer** a natural person with full legal capacity who conducts business activity, a legal person or an organizational unit without legal personality, to which a separate act grants legal capacity, who is interested in concluding an Agreement with the Organizer, or a Customer who is interested in purchasing additional services from the Organizer's offer;

**Program** Reference Program SALESmanago organized by the Organizer, in accordance with these Terms and Conditions, under which the Referrer recommends the SALESmanago system to a Potential customer, in exchange for which the Referrer selects on behalf of the Customer the Prize indicated in these Terms and Conditions;

**SALESmanago System** a marketing automation system, available to Customers at [www.salesmanago.com](http://www.salesmanago.com), which collects behavioral and transactional data about a Customer's customers and automates and personalizes outreach to Customers across all marketing channels;

**Agreement** SALESmanago System license agreement, which was concluded between the Customer and the Organizer;;

**Service** the service provided electronically by the Organizer to the Customers, consisting in the application for participation in the Program through the Registration Form

**Act of providing services by electronic means** Act of July 18, 2002 on providing services by electronic means (Journal of Laws of 2020, item 344, as amended).

### **§ 3 Conditions for participation in the Program**

1. The Program is open to all Customers of the Organizer who will maintain the status of a Customer for the entire time of participation in the Program.
2. Registration of the Customer to participate in the Program is made by the Referrer. In order to join the Program, the Referrer is required to complete the Registration form, accept the necessary consents and accept these Terms and conditions.
3. Participation in the Program is voluntary and free of charge.
4. By making a registry to participate in the Program Referrer confirms on behalf of Customer the willingness to recommend the SALESmanago System to Potential

customers by expressing a positive opinion on the use of the SALESmanago System in the manner provided for in these Terms and Conditions.

5. The Customer or the Referrer may not simultaneously be a Potential Customer under the same Referral.
6. The Customer agrees to obtain all legally required consents from the Referrer acting on his/her behalf, in particular consents to share personal data with the Program Organizer.
7. The Organizer reserves the right to exclude a Customer from participation in the Program or to refuse to grant a Reward if the Customer or Referrer:
  - a. hinders other Customers from participating in the Program;
  - b. uses the SALESmanago System for purposes inconsistent with its purpose or to the damage of third parties;
  - c. statements negative comments about the Organizer's company or the SALESmanago brand in public or in direct contacts with other Customers, Potential customers;
  - d. grossly violates the fundamental having an impact on SALESmanago's image or SALESmanago brand in particular violation of the SALESmanago Marketing Automation Anti-Spam Policy available [here](#);
  - e. violates the provisions of applicable law, good morals and rules of social coexistence, discrediting his/her credibility as a recommender;
  - f. uses participation in the Program to provide unlawful content;
  - g. violates the Terms and Conditions in any other way despite receiving a summons from the Organizer to desist from violations (after the time limit indicated in the summons has expired ineffectively).
8. The Customer and the Referrer may resign from participation in the Program at any time by notifying the resignation via e-mail to the Organizer's address indicated in § 10 item 4 of the Regulations.

#### **§ 4 Referral**

1. The Potential customer shall notify the Organizer which of the Referrers proposed by the Organizer he/she wishes to contact for feedback on the SALESmanago System.
2. If the Referrer has indicated such a preference, the Organizer will inform the Referrer of the Potential customer's choice before providing the contact information.
3. The Referrer's contact with the Potential customer can take place in several ways:
  - a. an online meeting with the participation of a representative of the Organizer;
  - b. an online meeting without the participation of a representative of the Organizer;
  - c. telephone contact;
  - d. contact via email;
  - e. contact via LinkedIn.
4. In order for a Referral to be considered effective and entitle the Customer to receive the Prize, it must be confirmed, with the proviso that confirmation is not required for those Referrals witnessed by a representative of the Organizer participating in the online meeting.
5. Confirmation of the Referral, a.i. can be done by:
  - a. a statement from the Potential customer;

- b. screen of an email correspondence between the Referrer and the Potential customer containing the Referral.
6. A Referrer may make an unlimited number of Referrals, with the proviso that a Referrer may make only one Referral in relation to a single Potential customer.

### **§ 5 Prizes**

1. Making a confirmed Referral, including in the manner indicated in § 4.5, entitles the Referrer to select one of the Prizes on behalf of the Customer.
2. The Referrer may select one Prize from the following list:
  - a. 30% discount on the fee for an additional module or booster available within the SALESmanago System, selected from the current offer of the Organizer. The discount does not combine with other discounts the Customer is entitled to under the concluded Agreement;
  - b. preparation by employees of the Organizer's R&D team of one of the following creations: e-mail template, contact form, recommendation frame or sidebar;
  - c. a voucher worth PLN 200 for the purchase of selected products or services in a selected store from the following list: Media Expert, Notino, Empik, Ikea, Allegro and Amazon;
  - d. donation by the Organizer of the amount of PLN 200 to a charity organization selected by the Referrer.
3. The amounts listed above are gross amounts.
4. The rules for the use of vouchers are defined by the suppliers of the products or services in question in their terms and conditions, available at the stores' web addresses.
5. The Referrer is obliged to come forward to collect the selected Prize within 6 months from the date of confirmation of the Referral. If the indicated deadline is exceeded, the Organizer will be entitled to refuse to issue the Prize.
6. Once a Prize has been selected, it may be exchanged for another of the available Prizes only if the originally selected Prize has not yet been realized. Each time the possibility of exchanging the Prize is decided by the Organizer.
7. Except in the case indicated in paragraph 6 above, the Prize may not be exchanged for a cash equivalent or any other type of prize.
8. The Customer to whom the Prize has been awarded will be obliged to tax the Prize on their own under the provisions of the Income Tax Act.
9. Organizer is not responsible for local, federal, or state taxes chargeable in the Customer's country.

### **§ 6 Duration of the Program**

1. The Program is effective from February 16, 2024 until canceled by the Organizer.
2. The Organizer reserves the right to cancel the Program at any time. Information about the termination of the Program will be provided 14 days in advance by sending a notice via e-mail to the address indicated by the Referrer in the Registration form.
3. In the case where, before the date of termination of the Program by the Organizer, the Referrer has made a Referral in accordance with the rules set forth in the Regulations, the provisions of the Terms and Conditions in the version in force before

the termination of the Referral Program shall apply to the effects of such Referral, in particular to determine the fulfillment of the conditions for receiving the Prize by the Customer.

### **§ 7 Providing services by electronic means**

1. The Terms and Conditions are at the same time the rules and regulations referred to in Article 8. of the Act of providing services by electronic means and specify the terms, scope and conditions of participation, as well as the rights and obligations of the Referrers and the Organizer of the Program.
2. The Organizer shall provide the Referrer with the Service consisting in the registry to participation in the Program via the Registration form.
3. The conclusion of the agreement for the provision of services by electronic means in the scope of the Service of applying for participation in the Program through the Registration form takes place at the moment of authorization and reading and accepting the content of these Terms and Conditions.
4. Termination of the agreement for the provision of services by electronic means with respect to the Service of applying for participation in the Program through the Registration form takes place when the Referrer sends the Registration form.
5. In order to apply for participation in the Program via the Registration form, the Referrer must have a valid business e-mail address and a computer or other device that meets the following technical conditions:
  - a. Internet access;
  - b. an installed, up-to-date web browser (e.g. Mozilla Firefox, Opera, Google Chrome, Microsoft Edge).
6. Complaints related to the provision of the Services may be submitted in the manner provided in § 8 below.

### **§ 8 Complaints**

1. Complaints may be submitted via e-mail to the Organizer's address indicated in § 10, paragraph 4 of the Regulations within 14 days from the day of learning about the irregularities.
2. The complaint should include:
  - a. designation of the person making the complaint, with indication of necessary identification data, including the e-mail address provided in the Registration form;
  - b. indication of the date of occurrence of the irregularity and its comprehensive description.
3. If the required information is missing, the Organizer will call on the complainant to complete it. During the complaint process, the Organizer may request additional explanations, documents or verification of the event subject to the complaint.
4. The reporting person will be notified of the outcome of the processed complaint by e-mail to the e-mail address provided in the complaint application within 30 (thirty) days from the date of submission of a complete and correct complaint, with the proviso that this deadline may be extended in particularly complicated cases.

Exceeding the deadline for responding to a complaint is not equivalent to its recognition.

## **§ 9 Personal data**

1. The Program Organizer is the data controller of the personal data processed in connection with the Program.
2. Personal data of Customers who are natural persons will be processed:
  - a. for the purpose of implementing the Terms and Conditions concluded between the Customer and the Program Organizer (Article 6(1)(b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)) (hereinafter: GDPR),
  - b. in order to fulfill the obligations imposed on the Program Organizer under applicable laws, in particular in the field of tax law (Article 6.1.c GDPR),
  - c. for the purpose of possible establishment, investigation as well as defense of claims, which is the legitimate interest of the Program Organizer (Article 6(1)(f) GDPR).
3. The data of the Referrers, acting on behalf of the Customers, will be processed:
  - a. for the purposes of implementing the Referral Program, providing contact data to Potential Customers and granting the reward, which is the legitimate interest of the Program Organizer (Article 6(1)(f) GDPR),
  - b. for the purpose of fulfilling obligations imposed on the Program Organizer under applicable laws, in particular in the field of tax law (Article 6(1)(c) GDPR),
  - c. for the purpose of possible investigation as well as defense of claims, which is a legitimate interest of the Program Organizer (6(1)(f) GDPR).
4. Personal data may be made available to entities authorized by law. Entities supporting the Program Organizer, among others in the field of IT services, may also have access to the data on the basis of relevant contracts. Personal data in the following areas: first name, last name, e-mail address or telephone number, as well as positions and places of employment may be made available to Potential customers participating in the Program.
5. Customers' personal data will be stored for the duration of the Program, and thereafter for the period required by applicable laws or until any claims expire, whichever is later. Referrers data will be processed for the period required by applicable law, until the expiration of any claims or until they object to the processing, whichever is later.
6. Provision of personal data is voluntary, however necessary to participate in the Program.
7. Personal data will also be processed using tools/systems provided by entities supporting the Program Organizer that are based or process data outside the European Economic Area. In this case, personal data is transferred on the basis of standard contractual clauses approved by the European Commission or a decision of the European Commission stating an adequate level of protection in a given country, e.g. under the EU-US Data Protection Framework.

8. The Program Organizer does not make decisions based on automated processing, including profiling (with respect to the purposes of data processing described above).
9. You have the right, as applicable, to:
  - a. request access to your personal data, rectification, deletion and restriction of processing, and if your personal data is processed in an automated manner on a contractual basis, you also have the right to portability of your personal data;
  - b. object to the processing of your personal data - when your data is processed on the basis of the legitimate interest of the Program Organizer;
  - c. lodge a complaint to the supervisory authority (PUODO - President of the Office for Personal Data Protection 2 Stawki Street, 00-193 Warsaw, email: kancelaria@uodo.gov.pl).
10. Contact information for matters related to the processing of personal data is indicated below:
  - Benhauer sp. z o.o. based in Cracow  
Stanisława Klimeckiego 4 Street  
30-705 Cracow  
e-mail: [rodo@salesmanago.com](mailto:rodo@salesmanago.com)
  - Data Protection Officer  
e-mail: [dpo@salesmanago.com](mailto:dpo@salesmanago.com)

## **§ 10 Final provision**

1. The Organizer shall not be liable for any irregularities and hindrances related to the participation in the Program resulting from the malfunctioning of the means of communication, in particular the functioning of the Internet or local network, through which the Referrers will make their applications to participate in the Program.
2. The Organizer reserves the right to change the Terms and Conditions. Information about the change of the Terms and Conditions will be provided 14 days in advance by sending a notice via e-mail to the address indicated by the Referrer in the Registration form.
3. For information about the Program, please contact the Organizer by phone: +48 533 600 808 or via e-mail: [support@salesmanago.com](mailto:support@salesmanago.com).
4. These Terms and Conditions shall be applied and interpreted in accordance with the laws of Poland.
5. Any disputes or claims arising from these Terms and Conditions will first be resolved amicably. In case of failure to reach an agreement, the competent court to resolve disputes will be the Polish common court with jurisdiction over the seat of the Organizer.