

HIDONE SERVICES REGULATION

1. What is this document?

- 1.1. This document (hereinafter referred to as the “Regulation”) concerns electronic services provided by HiDone application (hereinafter referred to as “HiDone” or the “Application”). You will find the description of services available in the Application (“Services”) therein and technical rules of using the Application, the contractual principles of our agreement, including its conclusion and dissolution and reclamation conditions. The Regulation is our agreement setting up your rights and obligations.
- 1.2. You accept the contractual conditions of the Regulations by using the Application so you should read it carefully beforehand. The use of the Application is not possible if you fail to accept the Regulation.
- 1.3. This document is also the regulation of electronic service, as required in Article 8 of Polish Electronic Services Act of July 22, 2002 (published in Dziennik Ustaw of 2002 No. 144 item 1204, as amended), which implements Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce').
- 1.4. The Regulation is made available free of charge at www.hidone.com/regulamin. You can find, copy and store it in any form, in the memory of the facility, or print it.

2. Definitions

- 2.1. HiDone - as defined in 3.1 above.
- 2.2. HiDone Application / Application - a platform managed by HiDone, used to publish Offers and to be an agent in the conclusion of service contracts and communication between its Users, available as an application for mobile elements.
- 2.3. Offer - a draft Agreement, on terms and conditions determined by the Contractor, in particular as regards the description of services and their price.
- 2.4. Order - the scope of service to be performed, accepted by the Principal and the Contractor, as results from the Offer placed in the HiDone Application and its approval pursuant to the provisions hereof.
- 2.5. Agreement - an agreement between Users concluded to perform an order (resulting from a complicated and accepted Offer and the provisions hereof); rights and obligations of the Parties are determined, as approved of by Users within the rules of HiDone Application.
- 2.6. User - a full-aged natural person with full legal capability who concludes a contract enabling the use of services provided by HiDone within the Application. A User can act as a Contractor or a Principal.
- 2.7. Contractor - a User demonstrating the ability to perform services through HiDone Application and performing specific services within an Order.
- 2.8. Principal - a User proposing specific services in response to an Offer of a potential Contractor and assigning specific services within an Agreement.
- 2.9. Account - an individualized entry made for a specific User in HiDone Application from the moment of the first logging. An Account enables the use of the Application and the collection of all the User’s activities, protected by an e-mail address and a password.

3. Who are we?

- 3.1. We are a company registered in Malta. The company name is HIDONE.com Ltd.; the business address is Tigne Place, Office M1, Block 12, Sliema. We are registered in the business register at the Commercial Court in Malta under registration number C88106KRS. We use phrases “HiDone”, “we”, “us” and “our” to refer to ourselves.

4. What do we do?

- 4.1. We provide you the Application, including our electronic services aimed at the correlation of users (Principals and Contractors), enabling the use of HiDone Application and some additional services mentioned in this Regulation.
- 4.2. Our Application enables Users to search Contractors for different services. We also determine the rights and obligations between a Principal and a Contractor, acting as an agent on the basis of the Regulation. This enables Users to pay for services and communicate by means of our Application.

5. Terms and conditions

- 5.1. To use the Application, you must be at least 18 years old and have full legal capacity.
- 5.2. As a User (Principal or Contractor) of HiDone Application, you must declare and assure in separate electronic statements that:
 - 5.2.1. you will respect the provisions of this Regulations;
 - 5.2.2. you agree and accept that the Regulation determines not only rights and obligations of Users to us; but it also forms directly rights and obligations arising between a Principal and a Contractor, including the responsibility of a Contractor to a Principal for the quality and performance of ordered services, excluding our responsibility thereof;
 - 5.2.3. you know the content of the Regulation exactly; you know the character of our activity in the transactions. So you do not make any comments or reservations when you begin to use the HiDone Application to place yours Offers or make Orders.
- 5.3. The submission of statements mentioned in 5.2.1 - 5.2.3 conditions the end of registration and enables the conclusion of a contract on services in HiDone Application, to allow the use of the Application.
- 5.4. The statements mentioned in 5.2.1 - 5.2.3 must always be voluntary, explicit and clear. Such an electronic statement shall be made either by marking a checkbox or by a return email confirmation.
- 5.5. Acting as a Principal, you hereby declare and confirm that if your Contractor fails to perform his/her obligations to you or performs them incorrectly, all the resulting liability will be borne by the Contractor; hence no claims shall be directed to us and you waive all related claims against HiDone. If you intend to direct any claims against your Contractor without communicating in HiDone Application we will provide you all the necessary information about your Contractor and the Order.
- 5.6. Acting as a Contractor, you hereby declare and confirm that you are liable to your Principal for the performance of contracted services, thereby for the failure to perform them or incorrect performance. You agree that we will inform your Principal, if requested, information about your person and pass documents concerning the Order, to let your Principal direct claims directly to you.

- 5.7. Acting as a User, you hereby declare and confirm that you are obliged to regulate all public charges resulting from an Agreement (especially taxes and social security premiums) and issue all related documents required by law (invoices etc.). If you fail to fulfill this obligation and fulfill it incorrectly, you shall not direct any related claims against us and you hereby waive such claims against HiDone.
- 5.8. Any communication between Users connected with Offers published in HiDone Application shall be carried out in internal communication channels, specified in the Application.
- 5.9. Users correlated by HiDone Application must not settle their transactions out of the Application. If you breach this obligation you will be subject to all resulting damages; in particular, you will be obliged to pay HiDone damages resulting from lost profits.
- 5.10. It is forbidden to use HiDone Application for sending to other Users any spammed unordered commercial information.
- 5.11. Acting as a Contractor, you hereby declare that any services ordered by your Principal will be performed in accordance with legal regulations. This declaration makes you fully liable to your Principal, in terms of law. If this declaration is not consistent with reality your Principal shall be entitled to request from you damages, according to the general rules of law. W
- 5.12. All communication between HiDone and Users will be carried out in internal communication channels of HiDone or by e-mail. E-mail addresses specified during the registration procedure for Users or addresses specified by Users will be used.

6. Technical requirements

- 6.1. To be able to use HiDone Application, you must have a mobile facility (cellular telephone, tablet) connected to the Internet and Android system (5.0 or newer) or iOS system (10.2 or newer).
- 6.2. We do not provide facilities necessary to use the Services, we do not take any responsibility for telecommunication costs or any other costs necessary to fulfill the technical requirements of using the Application.

7. Standards

- 7.1. We shall provide our Services on permanent basis, with breaks necessary for maintenance and updates of the Application.
- 7.2. We protect your data in a way disabling the access of third parties unentitled to confidential information, by using special techniques, including SSL DV certificate obtained from Let's Encrypt and appropriate protection from attacks. Services described in the Regulation involve no special risk or danger.
- 7.3. We can send you "push" information. You can switch out or switch on "push" information at any moment, changing the settings of your mobile facility.
- 7.4. By giving us your data required for the registration of your account and providing any other information for the Services, you assure that they are true, complete and accurate. If the data change you will be expected to inform us by updating the settings of your Account.
- 7.5. We reserve our right to:
 - 7.5.1. refuse to perform the Services if you breach the Regulation. This includes entitlement to suspend your Account for 7 days or for indefinite time;
 - 7.5.2. change the Regulation for important reasons at any time;

- 7.5.3. remove the content of information or any part of it sent in the Application, if the Regulation is breached.
- 7.6. The following is forbidden during the use of the Application:
 - 7.6.1. sending of offensive, illegal or indecent contents or contents infringing our rights or the rights of third parties;
 - 7.6.2. publication of advertisements, unwanted information, “chain letters”;
 - 7.6.3. any activities aimed at making the Application difficult or troublesome (including excessive or redundant charge of our structure);
 - 7.6.4. use of the Application to send or receive dangerous materials (including computer viruses, Trojan horses, worms, harmful elements, damaged data, malware);
 - 7.6.5. attempts to break protective elements or network protections, including access to the data of third parties and interception of data;
 - 7.6.6. illegal activities or illegal transactions with the use of the Applications, including money laundering and financing of terrorism;
- 7.7. Be informed that if the Regulation is breached we will perform our legal duties. We will execute the decisions of courts and other institutions as regards the removal of data, revelation of identity and place of residence.

8. Types of Services available in the Application

- 8.1. We provide the following Services in the Application:
 - 8.1.1. “Account”
 - 8.1.2. “Offers”
 - 8.1.3. “User’s Contents”
 - 8.1.4. “Additional Contents”

9. Account. Registration

- 9.1. You must have an Account to be able to use Services available in the Application (conclude a contract opening an “Account” Service).
- 9.2. You must carry out the registration to open an Account, i.e.:
 - 9.2.1. enter the data indicated in the registration form;
 - 9.2.2. accept the Regulation and the Privacy Policy;
 - 9.2.3. consent to the processing of your personal details.
- 9.3. The “Account” agreement shall be concluded when you have received our e-mail confirming the registration. The agreement shall be made for indefinite period of time and it will be terminated when the Account is cancelled.
- 9.4. We can cancel your Account, if:
 - 9.4.1. you breach the Regulation, in particular by using the Application for inappropriate purposes;
 - 9.4.2. you do not accept changes of the Regulation.
- 9.5. We shall inform you by e-mail about the cancellation of your Account.
- 9.6. The cancellation of your Account will terminate the “Account” agreement.
- 9.7. You are obliged to keep the account access data secret. Top diligence is required not to let the data be lost or intercepted by any third parties. If the data are intercepted or any other loss of safety is experienced we must be informed thereof immediately. We shall not be liable for passing a User’s name and/or password to third parties unless our fault is involved.
- 9.8. We can introduce a verification system of information placed by a User on his/her account, for the sake of full transparency and confidentiality, as well as

preventive and detection purposes. In particular, it can concern a telephone number or identity document.

10. Offers

- 10.1. You receive appropriate system tools necessary for placing Offers and conclusion of agreements concerning the subject of the Offers, according to the rules of the Regulation.
- 10.2. An Offer can be placed only by a User entitled to perform services indicated in the Offer.
- 10.3. The character of our participation in transactions within HiDone Application is described in 5 and 17 hereof. We do not grant any warranty for physical and legal defects (our liability for physical and legal defects is excluded). We do not make any statements and we do not guarantee that an Order will be performed correctly. We do not guarantee that a Contractor has necessary knowledge, skills or experience for the performance of an Order. As a Principal, you take the risk of decisions concerning your Contractor. Any claims resulting from non-performance or incorrect performance of an order must be directed only against your Contractor.
- 10.4. The content of an Offer must be reliable and complete. It must not mistake other Users, especially as regards the description of Services. An Offer must be assessable by a principal and it must not contain contact data of a Contractor (the only acceptable form of contact will be the HiDone Application system).
- 10.5. Your Offer shall be classified, in view of its type. We reserve our right to change the class if we find the classification made by a User wrong.
- 10.6. A User is fully responsible for the content of an Offer, including the errors or inconsistencies of the text.
- 10.7. An Offer is prepared by a User. We do not correct offers and do not modify them, except situations described in 10.9 below.
- 10.8. The content of an Offer, including its subject matter, must not breach the provisions of law, including personal rights and rights of third parties (copyright and intellectual property rights) and rules of good practice. Good reputation of HiDone must not be infringed.
- 10.9. We reserve the right to hide or cancel some passages of an Offer if we find for any reason that they breach the Regulation or any legal norms.
- 10.10. To place an Offer you must create and confirm the description of the Offer, containing the relevant provisions of the Order, by filling the form of the Offer available in the Application. The description must be consistent with the rules of the Regulation. The proposed remuneration must not be much lower than market prices for the performance of such orders.
- 10.11. Acting as a Principal, you accept the performance of your order with a tool available in the Application.
- 10.12. The publication of an Offer ends in the following situations:
 - 10.12.1. when a Principal has chosen a service, activity or work;
 - 10.12.2. after the date of the publication of an Offer set by a Contractor;
 - 10.12.3. if an Offer is published earlier by a Contractor.

11. Performance of the Order

- 11.1. If an Offer of a Contractor is accepted by a Principal, an Agreement is concluded between Users. The content of the Agreement, corresponding to the content

established by Users in an Offer should respect the provisions of the Regulation. A Principal and the chosen Contractor shall begin performing the Agreement.

- 11.2. To secure the payment at the moment of concluding the Agreement between a Principal and a Contractor, we shall block the equivalent of the remuneration due for 15 minutes or 10% of the remuneration on the account of a Principal, by using a credit card or a debit card.
- 11.3. Immediately after the completion of an Order, a Principal shall use appropriate functions to accept the performance of the Order or refuse to accept it, if the performance is found defective or inconsistent with the Agreement.
- 11.4. If the Order is accepted, the blocked amount described in 11.2 above will be unblocked. The amount due for the performance of the Order will be transferred from the bank account of a Principal.
- 11.5. If a Principal refuses to accept the Order it will become a “disputable Order”. In such a case, without any substantial discussion of the Order, we verify only after consultation with with a Principal and a Contractor, whether the service, as performed by a Contractor, is consistent with the content of the Order. If it is we start the money unblocking procedure for a Contractor, as described above.
- 11.6. We are entitled to stop payment for a Contractor only if the non-performance of the Order is obvious. A Principal and a Contractor hereby agree to such a rule. Stopping payment can involve the cancellation or blocking of a Contractor’s account.
- 11.7. Further reservations, reclamations or claims of a Principal against a Contractor arising from the non-performance or incorrect performance of the Order, shall be proceeded between the two parties, without any possibility of directing them to us. We will be obliged to give full access to documents and information related to the performance of the Order.
- 11.8. To enable the evaluation of the qualifications and references of Contractors, we let Users add opinions on Contractors. The opinions will be available for all Users of the system.

12. User’s Contents

- 12.1. We can make available the placing of opinions, consultancy, valuations, statistics, comments, communications, pictures, photos (also profile photos), and other contents, hereinafter referred to as “User’s Contents”.
- 12.2. The User’s Contents can be placed only after you have been registered and your Account has been logged.
- 12.3. The “User’s Contents” agreement will be registered when you have sent your User’s Contents in the Application. The agreement will be concluded for indefinite period of time and it can be terminated by you immediately when you use the system functions (cancel the User’s Contents account). We can cancel the account for important reasons with 7-days’ e-mail notice. We can also terminate the agreement immediately (with no period of notice) if you breach the Regulation. Apart from that, you can terminate the Agreement as described in 23.1 hereof, if you do not accept the changes of the Regulation.
- 12.4. The termination of the “User’s Contents” agreement will result in the cancellation of your User’s Contents (including your comments and opinions) from the Application and from our servers. You consent and accept that they will be removed after the termination of the agreement and you will not be able to have any access to them. They will not be recorded or transferred. It can happen

that your contents (e.g. comments) will still be present in the Application but they will never be linked with your name or account.

- 12.5. The “User’s Contents” service is strictly connected with your Account. Which means that the “User’s Contents” agreement cannot be terminated later than an account is cancelled.
- 12.6. By placing your User’s Contents in the Application, you declare that you created them; or you are entitled to financial copyright; or you obtained the consent of entitled persons for their propagation and licensing rights and necessary authorization for the performance of “User’s Contents” services. You also declare that making the User’s Contents will not infringe the rights of any third parties (including intellectual property rights, trade marks, profile rights, privacy protection rights).
- 12.7. By placing your User’s Contents in the Application, you grant us a free, non-exclusive licence, unlimited in space and time, with an option to grant sublicences for the use, recreation, copying, publication, modification, display and marketing of your User’s Contents in any form, using any technologies; also developments based on the User’s Contents, to be used for promotion, advertising and marketing purposes, market research, customers’ opinion research, quality control and any other purposes consistent with law.
- 12.8. Remember that all your User’s Contents will be available to the public and displayed to all Users of the Application. The receivers can relate the Contents with your person. You are responsible for all results of placing your User’s Contents in the Application, including damages resulting for you and third parties from the breach of copyright, trademarks and any other rights.
- 12.9. We take no responsibility for the truth, reliability, completeness and legality of User’s Contents. Opinions expressed in User’s Contents are not our opinions. We reserve our right to the edition, refusal to publish, removal and monitoring of User’s Contents inconsistent with the Regulation.

13. Additional Contents

- 13.1. This service of the Application contains texts, articles, pictures, photos, films, sound recordings, music and other contents (hereinafter referred to as “Additional Contents”).
- 13.2. Additional Contents will be available only after registration and logging to the Account. The service is of one-off character and it lasts only for the time of the display.
- 13.3. You can use Additional Contents only in accordance with 16 of the Regulation.

14. Charges

- 14.1. Some services of HiDone Application are to be paid for.
- 14.2. The basic charge for our contracted services is commission, added to the remuneration of a Contractor for the performance of an Order. The total amount to be paid for an Order (including our commission) will be proposed to you before you decide to accept an Order.

15. Withdrawal from a contract

- 15.1. If you are a Consumer (using the Application for purposes unrelated to your business or professional activity) you will be entitled to withdraw from a service contract within 14 days from its conclusion, without stating the reason or bearing any costs. Sending the withdrawal statement before the final date is

satisfactory for keeping the time limit. The statement can be delivered by e-mail to addresses specified in the Regulation.

- 15.2. An exemplary withdrawal statement form is attached hereto. You can use the form but it is not obligatory.
- 15.3. Withdrawal from a distant contract does not apply to a licence agreement described in 16 below, as you agree and begin using the licence before the deadline for the withdrawal and we informed you about the withdrawal option, in accordance with Article 38 clause 13 of Polish Consumer Rights Act of May 30, 2014 (published in Dziennik Ustaw of 2017 item 683), which implements Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council Text with EEA relevance (Official Journal L 304 , 22/11/2011 P. 0064 - 0088).

16. Intellectual property rights

- 16.1. If you take the Application from GooglePlay or AppStore and install it on your facility, we grant you an unlimited (in space and time), non-exclusive, inalienable and revocable licence, with no sublicensing option, for the use of the Application to install it on mobile facilities and personal use of Services, in accordance with the Regulation.
- 16.2. We own the Application. The use of the Application, in accordance with the Regulation, does in no way result in your acquisition of any intellectual property rights. The database of the Application, its software enabling the use of the Services, any other elements and contents available in the Application having the features of work (in terms of Copyright Act) or objects of industrial property rights are our exclusive intellectual property (or property of our licensors). It concerns contents, verbal or graphic marks, names, pictures, graphic arts, films, sounds, data, designs, source codes, also their choice, combination, system, and changes, functionalities and services available in the Application. The same refers to the rights of third parties to contents made available in the Application.
- 16.3. You can use the Application and the data contained in the Application only for your needs, in accordance with the Regulation. Which means that you are not entitled to:
 - 16.3.1. translate, adapt, modify the system or make any changes of the ICT system of the Application;
 - 16.3.2. propagate, copy or use information (or any part of it) placed in the Application, especially in the form of lease or sale. This does not apply to temporary automatic storage of files in the memory of your facility, being the usual result of the use of the Application, for purposes consistent with the Regulation and permitted by law;
 - 16.3.3. make the access to the Application and its base or password possible for third parties;
 - 16.3.4. collect information about the internal structure or operational rules of the software of the Application;
 - 16.3.5. unlawful scanning, change or removal of data stored in the Application;
 - 16.3.6. multiplication of data from the Application, except printing for your needs.

17. Liability

- 17.1. We act only as the provider of internet platform in legal relations, enabling only the correlation of Contractors and Principals; and we do not take part in the factual performance of the services and do not negotiate the conditions of the services between Users; and our role is the agency providing the possibility of using HiDone Application. So we are not liable for non-performance of incorrect performance of the services or breach of the Regulation by any Users against any other Users.
- 17.2. As the provider of internet platform in legal relations, enabling only the correlation of Contractors and Principals, not taking part in the performance of specific services, we take no responsibility for the payment of any public charges (including taxes and social security premiums) by Users; nor do we take any responsibility for the issue of documents (invoices) by Users, in connection with agreements concluded with Users.
- 17.3. We take no responsibility for any damage or harm arising from the non-provision of services based on this Regulation, if we are not responsible for the circumstances of such harm or damage, in particular those resulting from force majeure, breakdowns of equipment, acts of third parties or fortuitous events.
- 17.4. Entities independent of us may place their advertisements in the Application, by using links, banners, etc. We do not control the contents of the advertisements and we take no responsibility for their offers, information and actions. If you decide to act according to such an advertisement, you take your risk.

18. Reclamations

- 18.1. You can make a reclamation if you think that:
 - 18.1.1.our Services are provided against the provisions of the Regulation;
 - 18.1.2.our Services are of bad quality;
 - 18.1.3.your rights are infringed by our Services.
- 18.2. You can make an electronic reclamation, sending an e-mail to kontakt@hidone.com.
- 18.3. Your reclamation should contain the following information:
 - 18.3.1. Your first name and surname.
 - 18.3.2.Your e-mail address.
 - 18.3.3.The reason of the reclamation, e.g. why you think that our Services are of bad quality or how your rights are infringed.
 - 18.3.4.Evidence supporting the reclamation (if possible).
- 18.4. We will consider your reclamation as soon as possible, not later than within 14 days from its receipt in correct form and content. We will answer to the e-mail address from which we received the reclamation.

19. Jurisdiction

- 19.1. The Regulation is an act governed by Polish law.

20. Disputes

- 20.1. If you are a Consumer you can use other methods of considering reclamations and contractual claims, including:
 - 20.1.1.a motion to a consumer arbitration court at Commercial Inspection Office, applying to solve a dispute resulting from an agreement;
 - 20.1.2.a motion to the Provincial Inspector of Commercial Inspection Office to initiate mediation proceedings;

- 20.1.3. non-paid aid of your district consumer rights adviser or a social organization if its official tasks include the protection of consumers (e.g. Federation of Consumers, Association of Polish Consumers).
- 20.2. Any disputes concerning the provision of electronic services within our Application shall be settled by Polish courts competent for our legal seat.

21. Personal data

- 21.1. All your personal data shall be collected and processed in accordance with the regulations on personal data protection and our Privacy Policy, constituting a part of the Regulation.

22. Contact

- 22.1. You can contact us sending your message to kontant@hidone.com.

23. Miscellaneous

- 23.1. We can amend the Regulation for important reasons at any time, e.g. if our data are changed, the scope of our services is modified, new services or technical solutions are introduced or legal requirements become different. We shall inform you about any amendments not later than 14 days before they become effective. The consolidated text of the Regulation will be published in the Application and we will also send you an e-mail notifying the amendments (if we have your e-mail address). If you do not accept the changes you can terminate the agreement, by sending an e-mail notice

Within 14 days from the receipt of our notification. The new solutions of the Regulations will not be binding for you unless such a change is required by law. If you do not inform us within 14 days from the receipt of the notification that you do not accept the amendments we will consider it as your acceptance and the new conditions will be binding for you from the day on which they become effective.

- 23.2. This Regulation is effective from _____

- 23.3. Attachments hereto are an integral part of the Regulation.

**Attachment No. 1 to HiDone Services Regulation
Standard withdrawal form**

(to be filled and sent only for withdrawal from an agreement)

(date and place)

(Consumer's first name and surname)

(Consumer's address)

HiDone.com LTD.
Registration No. C88106
Office M1 Block 12, Tigne Place
Tigne Street, Sliema
Malta

I / We (*) inform hereby that I / we (*) withdraw from the agreement concluded on _____, concerning the following services:

(*) Delete the unnecessary