

## **Terms of Use**

### **VOTESTREAM**

Reading this document will help you understand the terms and conditions of use of VoteStream Platform, its content being the following:

- (a) Ownership of the Platform
- (b) Definitions
- (c) Our services
- (d) Personal data processing
- (e) Applicability
- (f) Terms and Conditions applicable to Event Participants

#### **I. OWNERSHIP OF THE PLATFORM**

Welcome to VoteStream!

We want to inform you that this platform belongs to WORKSTREAM L.L.C., a Romanian limited liability company, incorporated and operating under Romanian laws, headquartered in Bucharest, 33 Aviatorilor Boulevard, Building A, 4th floor, Office 2, District 1, registered with Bucharest Trade Register under no. J40/12948/2017, sole registration number (CIF) 37986682 (hereinafter referred to as „VoteStream”).

#### **II. DEFINITIONS**

Regarding the content and application of this document, the following terms shall have the meaning indicated as follows:

<b>Term</b>	<b>Meaning</b>
<b>Approved Purpose</b>	As used in this Agreement, Approved Purpose includes: <ul style="list-style-type: none"><li>1. The conduct of the Event in accordance with the applicable legal provisions;</li><li>2. Voting on the points presented in the calling notice and the Event’s agenda in accordance with the applicable legal provisions in force;</li></ul>
<b>Confidential Information</b>	means all information disclosed by the Disclosing Party via the Platform during the Event as well as any other information uploaded in the Private Virtual Space as well as any other information that is identified as being of a confidential or proprietary nature by the Disclosing Party;
<b>Beneficiary</b>	means the entity which contracted VoteStream’s Services for organising and conducting the Event;
<b>Event:</b>	means the meeting /event called by the Disclosing Party for voting on various matters;
<b>Event Managers:</b>	means those Participants, specially designated by the Beneficiary, who in their capacity as Event Managers have the competence to establish the way of organizing the Event, the date and time, and will take care of the smooth running of the Event, having additional attributions to the Participant, including the authority to instruct the Provider

	in relation to the Services and the Participants in respect of the voting procedure;
<b>Participant:</b>	The individual authorized by the Beneficiary to use the Services, attend the Event and who received Participant identifications and passwords for the Services;
<b>Platform:</b>	The group of software programs that forms the VoteStream application for voting management and which is the exclusive property of the Provider;
<b>Participant</b>	the Participant, Event Manager and any other person who was granted with access to the Platform.
<b>Private Virtual Space:</b>	The cloud space allocated to the Beneficiary in the VoteStream platform, specially designed for the secure storage and sharing of confidential information related to the Event.
<b>Provider/Votestream</b>	means the operator of the Platform, respectively, <b>Workstream SRL</b> , a Romanian limited liability company, incorporated and operating under Romanian laws, headquartered in Bucharest, 33 Aviatorilor Boulevard, Building A, 4th floor, Office 2, District 1, registered with Bucharest Trade Register under no. J40/12948/2017, sole registration number (CIF) 37986682, dully represented by Năsulea Diana, in her capacity as Director,
<b>Services</b>	means, collectively, all activities provided by trough the Platform to the Beneficiary based on a Service Agreement, concluded between Workstream and the Beneficiary.

### III. OUR SERVICES

VoteStream is an online platform that facilitates the organization and conduct of voting sessions by means of secure direct distance communication (online), having the results registers in a private block chain network.

The Platform allows the Beneficiary to organize real-time online secured voting sessions and take part in debates, vote, ask questions and propose solutions to agenda issues, in a secure and personalized online environment for each entity.

### IV. PERSONAL DATA PROCESSING

In order to provide the services available on the platform, VoteStream processes different categories of personal data.

Votestream respects the right to the protection of the personal data of each person and has adopted measures to comply with the legal provisions provided by EU Regulation 2016/679 („GDPR”), as well as the other regulations in force, in the field of personal data protection.

In order to fully understand how we processes personal data through the Platform, please read carefully our Privacy Policy and Cookies Policy.

### V. APPLICABILITY

THE USE OF OUR SERVICES IS SUBJECT TO COMPLIANCE WITH THE TERMS AND CONDITIONS PROVIDED FOR IN SECTION VI OF THIS DOCUMENT.

### VI. TERMS AND CONDITIONS APPLICABLE TO EVENT PARTICIPANTS

#### 1 Acceptance of terms and conditions

- 1.1** Please read the terms and conditions set out below carefully before using VoteStream's Services.
- 1.2** The use of the Services in your capacity as Participant, implies continued acceptance of these Terms and Conditions.
- 1.3** You agree that you may use the services in your capacity as a member, shareholder, employee, officer, director or partner of the entity that contracted the Services or in any other capacity which grants you the right to vote during the Event.
- 1.4** Should there be any differences between the present terms and conditions and the agreement concluded between the Beneficiary and the Provider, the provisions of such an agreement shall prevail, but only after the differences were fully communicated to the Participant.

## **2 Scope**

- 2.1** This Section regulates your use of the Services provided by VoteStream to the Beneficiary which authorised you for using the Services.
- 2.2** In your capacity as Participant, you will participate to the Event, you will vote and upload documents to the Platform, according to the rights given to you by the Beneficiary.
- 2.3** You will perform all the activities regarding the Services only in accordance with the provisions of these Terms and Conditions and the Private Virtual Space Protocol.

## **3 Access to the Private Virtual Space and to the Event**

- 3.1** In order to access the Private Virtual Space assigned to the Beneficiary and to participate to the Event, each Participant will be assigned with a Participant account and password. After activating a Participant account for a person, that person becomes a Participant and can access the Private Virtual Space and participate to the Event.
- 3.2** The Private Virtual Space is made available by VoteStream in a special webpage whose address will be communicated to the Participant, through an email.
- 3.3** After receiving the invitation email, each Participant will activate his/her Participant account following the instructions received. Activation implies the enabling of the already created account and creation of a password which is strictly personal and cannot be disclosed to third parties.
- 3.4** VoteStream grants each Participant with a non-exclusive, non-sublicensable, revocable, non-transferable, limited right to access its vote management services in order to participate in the voting Event being conducted through the Platform.
- 3.5** You understand and agree that the right to access the Platform, as well as the account assigned to you, are granted only for the use of the Services.

## **4 Participant's account**

- 4.1** You agree to take all reasonable and prudent steps not to let any other person learn or use the ID or password assigned to you, except VoteStream representative that gives you support in using the services, as necessary.
- 4.2** You may not transfer, assign or sublicense the rights granted to you under this Agreement, or make the services available for the use of other persons through your User ID.
- 4.3** VoteStream respects your right to data protection, making all reasonable efforts and taking all technical and administrative measures, so that we can ensure the confidentiality of your personal data. Regarding your credentials (User ID, name, surname), those data will be processed only:
  - in order to grant you access to the Private Virtual Space;

- to fulfill a legal obligation imposed on VoteStream;
  - at the request of the Beneficiary who contracted our services and granted you access to the Private Virtual Space;
- 4.4** For more information regarding VoteStream's practice on data processing, please read our Privacy Policy and Cookies Policy.
- 4.5** By using the Services and logging into your Participant account, you agree that you have read and agree to the provisions of our Privacy Policy.
- 4.6** By using the Services and logging into your Participant account, you agree that you have read and agree to the provisions of our Privacy Policy.
- 4.7** As a Participant you accept and acknowledge that Votestream is only providing you with the right to access and use the Services.
- 4.8** The ownership of and all right, title and interest in and to the Services (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining to the Services) as the case may be, is wholly owned by VoteStream.
- 4.9** The Platform design and structure, as well as the functions that facilitate the recording, retrieval, modification and deletion of documents through specific operations are the exclusive property of VoteStream.
- 4.10** All and any of the documents and information uploaded to the Private Virtual Space are and shall remain the property of the Beneficiary (or their respective third-party owners if any) and shall not be considered part of the services.
- 4.11** As a Participant, you undertake to:
- a) not access, store, distribute or transmit any malware, viruses or alike, or any other material that:
    - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - facilitates illegal activity;
    - depicts sexually explicit images;
    - promotes unlawful violence;
    - is otherwise illegal or causes damage or injury to any person or property;
  - b) not use the services in order to provide similar services to third parties;
  - c) not sell, transfer, lease, display, disclose, disseminate or otherwise make available the services to third parties, except Participant, according to this Agreement;
  - d) not access all or any part of the Services in order to build a product or service in competition with the services or the Platform offered by Votestream;
  - e) make every reasonable effort in order to prevent unauthorized access or use of the Services and, in the event of any such unauthorized access or use, promptly notify the Event Manager or VoteStream.

## **5 Confidentiality**

- 5.1** As Participant you undertake that except as needed to use the Service, will not disclose details about the Services to any third party and will exercise the highest reasonable degree of care to safeguard the confidentiality thereof.
- 5.2** Regarding the confidentiality of all and any documents or information uploaded to the Private Virtual Space or in connection with the Private Virtual Space, the ability to disclose those information shall be governed by the Non-Disclosure Agreement, which you went through and accepted immediately after login.

## **6 Security obligations**

- 6.1** As a Participant, you are required to take all reasonable steps with respect to the documents you upload to the Platform to ensure that they are virus and malware free, and that access to such documents is granted only to persons entitled to them. These measures include:

- checking the data in documents or other materials before uploading them to the Private Virtual Space; and
- verifying that the documents and other information that you have uploaded or posted in the Virtual Private Space have been posted properly, so that they are accessible only to the persons entitled to know their content.

## **7 Termination of the Participant status**

- 7.1** The terms and conditions provided in this Section apply to you for the period of time you are qualified as a Participant, respectively the period for which you have been granted access to the Platform, by the entity that contracted the Services.
- 7.2** Without affecting the applicability of the provisions of art.7.1 of this Section, the Participant loses the right of access to the Platform in the following situations:
- a) in the event that he commits a serious violation of the Terms and Conditions of use of the Platform and fails to remedy such violation within a reasonable term;
  - b) in the event that it repeatedly violates any of the conditions of this Section in such a way as to reasonably justify the view that its conduct is incompatible with the intention or ability to comply with the provisions of this Section;
  - c) if the Beneficiary revokes his right of access and orders the closing of the Participant account.
- 7.3** Upon loss of the access rights, notified to the Participant, he will immediately cease all access and use of the Services by any means.

## **8 Limitation of liability**

- 8.1** Except the claims for:

- (a) wilful misconduct or
- (b) fraud

in no event shall VoteStream be liable to the Participant for any failure to exercise his voting rights or for any indirect or incidental damages incurred in connection with the Services.

## **9 Applicable law**

- 9.1** This document, the conditions and the rules established in it are governed by the laws of Romania.
- 9.2** All disputes arising under or related to this agreement shall be exclusively submitted to arbitration for final resolution by the Bucharest International Arbitration Court in accordance with its Rules of Arbitration (the “Rules”) and the following points:.
- (a) The arbitral tribunal shall consist of three arbitrators, one appointed by each party and one appointed by Bucharest International Arbitration Court.
  - (b) The seat of arbitration shall be Bucharest, Romania.
  - (c) The language of arbitration shall be the language chosen by the parties.
  - (d) The dispute shall be governed by the substantive law of Romania.

## **10 Assignment**

- 10.1** You may not assign, novate or otherwise transfer any rights or obligations under this Agreement without Votestream's prior written consent. Any attempted or purported assignment, delegation or other transfer by you without such consent shall be void.

**11 Changes regarding the Participant Agreement**

- 11.1** VoteStream may modify the Terms and Conditions of Use of the Platform by posting updated versions on the Platform. VoteStream will notify you of any changes to these terms by posting a notice on our platform stating that the Terms and Conditions have been changed.
- 11.2** You understand and agree that your use of the Services after the publication of such notice indicates your acceptance of the changes.

BY CLICKING “ACCEPT” AND/OR ACCESSING OR USING ANY THE SERVICES OF THE VOTING PLATFORM, YOU CONFIRM THAT YOU HAVE READ AND THAT YOU ACCEPT TO ENTER INTO THIS CONFIDENTIALITY AGREEMENT.