

TalTap Platform General Terms and Conditions

for Workers

version 1.0 effective as of 14.07.2025

These regulations set forth the general terms and conditions for the use of the TalTap Platform, i.e. the use of electronic services offered by TalTap Poland and specify the terms and conditions for the provision of electronic services (according to Article 8 of the Polish Act of July 18, 2002 on the provision of electronic services).

I. Definitions

1. **TalTap Poland** - Nevacitia spółka z ograniczoną odpowiedzialnością, a limited liability company incorporated under the laws of Poland, having its registered office in Warsaw (00-540) at Al. Ujazdowskie 41, entered into the Register of Entrepreneurs of the National Court Register (KRS) under number 0001166801, with tax identification number (NIP) 7011255339, REGON 54144433, and share capital of 5,000 PLN.
2. **Contractor** - any natural or legal person or any other legal entity engaged in business activity who has entered into a contractual relationship with TalTap Poland and who uses the TalTap Platform to make it available to the Users for the purpose of applying for and performing Orders placed by Customers. The Contractor does not perform services personally but enables the assignment and coordination of work to their Users.
3. **Customer** - any legal or natural person or any other legal entity engaged in business activity who has entered into a contractual relationship with TalTap Poland and, through the TalTap Platform, submits Orders (i.e. short-term jobs or service requests) to be performed by Users assigned by Contractors. The Customer has no direct contractual relationship with the Contractor or the User.
4. **TalTap Platform** - a digital platform (mobile application) managed by TalTap Poland as an information society service, which enables Customers to publish Orders and allows Contractors to make the TalTap Platform available to their Users for the purpose of applying for and performing such Orders. The TalTap Platform serves solely as a technical and organizational tool facilitating communication and coordination between Customers and Users. It is not a party to any service relationship established through the TalTap Platform.
5. **Marketplace** - a virtual environment within the TalTap Platform that allows Customers to post Orders and enables Users, acting under the authority of Contractors, to browse and apply for those Orders. The Marketplace serves only as a facilitation mechanism and does not constitute a marketplace for the sale or purchase of services. TalTap Poland remains the sole contractual intermediary between Customers and Contractors (their Users).
6. **General Terms and Conditions** - these regulations applicable to the relationship between TalTap and the User regarding the use of the TalTap Platform.

7. **Order** - a task, job, or service commissioned by a Customer through the TalTap Platform to be performed by the User for that Customer.
8. **Account** - an individual panel for User, allowing them to use the TalTap Platform for the purposes of applying and performing Orders.
9. **User** - any natural person engaged or assigned by the Contractor and authorized to access and use the TalTap Platform for the purpose of applying for and performing Customer Orders on behalf of the Contractor, under the agreement concluded between the Contractor and TalTap Poland, who has registered an Account on the TalTap Platform in order to apply for and perform Orders. Each User is authorized by the Contractor to use the TalTap Platform and act in the scope defined by the contractual relationship between the Contractor and TalTap Poland.
10. **Privacy Policy** – a document outlining the principles for the processing of Users' personal data by TalTap Poland, available at: <https://taltap.com/pl/> and on the TalTap Platform.
11. **Website** – the Internet service available at <https://taltap.com/pl/>

CONTACT DETAILS OF TalTap:

registered seat: Al. Ujazdowskie 41, 00-540 Warsaw
postal address: Warsaw (00-540) at Al. Ujazdowskie 41
email address: info@taltap.com
phone number: + 48510061561

II. General Provisions

1. The TalTap Platform is made available to Users via a mobile application, within the territory of Poland. Detailed information on how to download and use the mobile application is available on the Website.
2. By registering an Account on the TalTap Platform, the User agrees to be bound by these General Terms and Conditions.
3. These General Terms and Conditions are made available to Users free of charge on the Website and within the Account. Users may download, store, and print the document at any time.
4. The download of the mobile application, the registration of an Account, and the use of the TalTap Platform are free of charge. However, the User shall independently bear any data transmission costs related to the download and use of the application, in accordance with the pricing of the telecommunications operator providing such services to the User. TalTap Poland does not reimburse any such costs.

III. Technical requirements and Use of the TalTap Platform

1. To use the TalTap Platform, the following technical requirements must be met:
 - a) possession of a mobile device capable of connecting to the Internet;

- b) an active Internet connection on the above-mentioned device;
 - c) installation of a supported operating system: iOS (version 15 or later) or Android (version 11.0, API level 30);
 - d) downloading and installing the mobile application from Google Play or the App Store;
 - e) possession of an active Polish mobile phone number;
 - f) possession of an active and properly configured email account;
 - g) registration of an Account on the TalTap Platform.
2. The above technical requirements are essential for the proper functioning of the TalTap Platform, the correct display of its content, and the security of data transmission.
 3. TalTap Poland shall not be held liable for any failure of the User to meet the technical requirements necessary to use the TalTap Platform.
 4. A particular risk associated with the use of the TalTap Platform is the possibility of unauthorized access to data transmitted over the network or stored on connected devices. Such interference may result in the loss, unauthorized modification, or inaccessibility of data.
 5. TalTap Poland may introduce additional software or data (e.g., cookies or similar technologies) into the information and communication system used by the User, which are not essential components of the services provided, subject to the User's prior consent where required by law.
 6. Users are advised to regularly install operating system updates as recommended by the device and operating system manufacturers. Failure to do so may reduce the security of using the TalTap Platform.
 7. In connection with the use of the TalTap Platform, the User is obliged to:
 - a) refrain from providing or transmitting unlawful content, including content that promotes violence, defames, or violates personal rights or other third-party rights;
 - b) use the TalTap Platform in a manner that does not disrupt its operation;
 - c) refrain from sending or placing unsolicited commercial messages (spam) within the TalTap Platform;
 - d) use the TalTap Platform in a manner that is not burdensome to other Users or to TalTap Poland;
 - e) respect copyright and other intellectual property rights related to all content and materials made available through the TalTap Platform;
 - f) use the TalTap Platform in compliance with applicable Polish law, these General Terms and Conditions, and general principles of Internet use.
 8. TalTap Poland shall inform Users of available updates, including security updates, necessary to maintain compliance of the TalTap Platform with these General Terms and Conditions, and shall provide such updates throughout the period of use.
 9. TalTap Poland informs Users that the installation of updates, including those related to the mobile application, may be necessary for the proper operation and security of the TalTap Platform. Detailed information about each update will be provided upon its release.
 10. If the User fails to install the provided updates within a reasonable time, TalTap Poland shall not be liable for any non-compliance of the services with these General Terms and Conditions resulting solely from the lack of such updates, provided that the User was

duly informed of the availability of the updates, the consequences of not installing them, and the failure to install or the incorrect installation was not due to any fault in the instructions provided by TalTap Poland.

11. Access to the TalTap Platform is protected by a verification code sent to the User's mobile phone number. Closing the mobile application, interrupting data transmission, losing connection, or shutting down the device does not automatically log the User out of the TalTap Platform.
12. TalTap Poland recommends that, if a User ceases to use a particular mobile device, they uninstall the TalTap mobile application from that device before transferring it to a third party.

IV. Availability of the TalTap Platform

1. TalTap Poland shall make every reasonable effort to ensure the highest possible availability of the TalTap Platform, and shall eliminate any interruptions in its availability as soon as possible.
2. The User acknowledges that continuous, uninterrupted access to the TalTap Platform cannot be guaranteed and may not be demanded.
3. TalTap Poland reserves the right to carry out necessary maintenance work on the information and communication system, which may temporarily limit or prevent the User from accessing the TalTap Platform. Where possible, TalTap Poland shall notify the User in advance of such maintenance via the Website, the TalTap Platform, or by other available means .
4. In exceptional cases affecting the security or stability of the information and communication system, TalTap Poland may temporarily suspend or restrict access to the TalTap Platform without prior notice, and perform maintenance activities necessary to restore security and stability.
5. TalTap Poland reserves the right to perform updates to the TalTap Platform, modify their functionalities, or discontinue the provision of services.
6. TalTap Poland has the right to determine the location of the User's device using the TalTap Platform. Depending on the location of the User's device, there may be restrictions on the availability of the services within the TalTap Platform.

V. Functionalities of the TalTap Platform

1. The TalTap Platform allows the User to browse available Orders in the TalTap application and accept those that correspond to the User's competencies and availability.
2. The TalTap Platform may use location data to determine the User's availability for Orders in a given region. Access to certain services or functionalities may be restricted depending on the User's geographic location.
3. Once the User accepts an Order via the TalTap Platform, this constitutes a declaration of readiness to perform the tasks specified in the Order. However, the Order is only considered confirmed upon final acceptance by the Customer, in accordance with Section 3 below.

4. An Order is considered confirmed and assigned to a specific User only once the Customer accepts the User's application for that Order via the TalTap Platform. The User's prior acceptance of the Order constitutes a declaration of interest and readiness to perform the tasks described in the Order but does not create an obligation or entitlement until the Customer confirms the assignment. Confirmation of the assignment is visible in the TalTap Platform interface alongside the details of the respective Order.
5. If the Customer decides not to confirm cooperation with the User, no assignment is concluded, and the User may apply for other available Orders published on the TalTap Platform.
6. The User may unilaterally withdraw their application for an Order by submitting a withdrawal through the TalTap Platform, no later than 48 hours before the scheduled start time indicated in the Order.
7. The Customer has the right to request additional information from TalTap Poland regarding the User, in particular if such information is necessary to verify the User's qualifications or certificates relevant to the execution of the Order.
8. If the User wishes to receive more detailed information about the Customer's Order, it may contact the Customer or TalTap Poland support. However, the Customer is responsible for providing accurate, up-to-date and legally compliant information in the Order, including providing information on applicable fees and indicating the unit fee, if required by law.
9. TalTap Poland provides only a technical platform (the TalTap Platform) that facilitates interaction between Customers and individuals (Users) available to perform Orders. TalTap Poland is not a party to any agreements concluded between the Contractor and their Users. TalTap Poland shall not be considered an employer or commissioning entity in relation to the User. The Contractor is solely responsible for all obligations and liabilities towards Users, in accordance with the agreement concluded between the Contractor and those individuals.
10. Given that Users access the TalTap Platform for the purpose of performing Orders under an agreement concluded with the Contractor, who in turn has entered into an agreement with TalTap Poland, TalTap Poland shall provide the Contractor with all information and data generated through the TalTap Platform that is necessary for the settlement of completed Orders and the management of the Contractor's Users. In particular, TalTap Poland shall provide the Contractor with reports containing information such as the number of hours worked or tasks completed under each Order (as confirmed by the relevant Customers), in order to enable the Contractor to accurately settle those Orders and pay the amounts due to the User.

VI. Account registration

1. Registration of an Account is free of charge and voluntary, but it is required in order to use the TalTap Platform.
2. Account registration may be completed via a dedicated form within the mobile application, which requires the User to provide their phone number, email address, first name, last name, date of birth, and gender. Acceptance of these General Terms and

Conditions is mandatory to complete the registration process. Upon completion of the registration process, TalTap Poland creates the Account and an agreement is concluded between TalTap Poland and the User for the use of the TalTap Platform (an agreement for the provision of services by electronic means).

3. Login to the TalTap Platform is carried out using a one-time SMS code sent to the User's registered mobile phone number.
4. Within their Account, the User may provide information about their competencies and upload a photo of their identity document for identification purposes.
5. If there is a suspicion that an unauthorized person has learned of the User's Account credentials or has access to the Account, the User shall immediately inform TalTap Poland. TalTap Poland shall not be liable for any unauthorized actions performed within the Account by a person who gained access to the User's Account for reasons not attributable to TalTap Poland.

VII. Cancellation and discontinuance

1. TalTap Poland reserves the right to block access to the User's Account in the event of:
 - a) actions taken by the User that harm TalTap Poland or other Users;
 - b) violations of applicable law or these General Terms and Conditions;
 - c) or for security-related reasons — in particular, any attempts to breach the security of the TalTap Poland information and communication system or other hacking activities.
2. Account access will remain blocked for the duration necessary to address the cause of the restriction. TalTap Poland will notify the User of the account blockage by email, using the address associated with the Account.
3. Additionally, TalTap Poland may deny the User's access to the TalTap Platform in the following cases:
 - a) failure by the User to arrive at the designated location and time specified in the Order, without timely notification to TalTap Poland or the Customer,
 - b) detected manipulation of geolocation data to bypass location tracking functionalities,
 - c) repeated violations of these General Terms and Conditions, despite prior warnings from TalTap Poland support,
 - d) existence of a covert agreement between the Contractor (or its Users) and a Customer for the fictitious execution of an Order,
 - e) a formal complaint submitted by a Customer concerning the quality of service or non-compliance with required qualifications or certifications,
 - f) actions by the Users that unreasonably damage the reputation of the TalTap Platform (e.g., defamatory posts on social media),
 - g) exceeding the threshold of negative reviews of the User's performance set in the TalTap Platform.
4. Termination or suspension of access to the Account and the TalTap Platform shall not affect any rights or obligations that arose prior to the date of termination or suspension.

VIII. Complaints

1. TalTap Poland shall make every reasonable effort to ensure the proper functioning and availability of the TalTap Platform. TalTap Poland is responsible for providing access to the TalTap Platform in accordance with these General Terms and Conditions, and shall be liable for any non-conformity of the TalTap Platform that occurs or becomes apparent during its proper use by the User.
2. Complaints concerning the use of the TalTap Platform may be submitted by Users:
 - a) in writing to the address: Warsaw (00-540) at Al. Ujazdowskie 41, or
 - b) by email to: info@talzap.com
3. The complaint should include: the complainant's contact details (name, surname, phone number and email address associated with the Account), a description of the issue, and a clear statement of the expected resolution.
4. TalTap Poland shall respond to the complaint promptly and no later than within 14 days of its receipt, unless a shorter period is required by applicable law.
5. Complaints shall be assessed in accordance with these General Terms and Conditions and the provisions of law generally applicable in Poland.
6. If TalTap Poland does not uphold the complaint, and the User disagrees with the decision, they may refer the matter to an authorized alternative dispute resolution (ADR) body competent to handle consumer disputes, if applicable.

IX. Term and Termination

1. These General Terms and Conditions constitute a binding agreement between the User and TalTap Poland and remain in force for as long as the User maintains an active Account and uses the TalTap Platform.
2. The User has the right to withdraw from the agreement for the use of TalTap Platform within 14 days from the date of its conclusion, without giving any reason and without incurring any costs.
3. To meet the deadline referred to in section 2 above, it is sufficient to send a statement of withdrawal from the agreement before the deadline expires. For this purpose, the User may use the statutory withdrawal form as follows:

Recipient: TalTap Poland address: Warsaw (00-540) at Al. Ujazdowskie 41; email address: info@talzap.com

I hereby inform you of my withdrawal from the agreement for access to the TalTap Platform (agreement for the provision of services by electronic means)

Date of conclusion of the agreement [***]

User's full name [***]

User's address [***] *(if the withdrawal statement is submitted in paper version)*, email address and phone number associated with the Account [***] [***]

User's signature *(only if the withdrawal statement is submitted in paper version)*

Date
4. In the event of the User's withdrawal from the agreement, the agreement is deemed not to have been concluded.

5. In case of withdrawal from the agreement, TalTap Poland may prevent the User from further use of the TalTap Platform, in particular by disabling their access to it.
6. The User has the right to terminate the use of the TalTap Platform at any time and without providing any reason. To do so, the User must use the "Delete Account" function available in the Account settings or submit a request to TalTap Poland. Termination shall be effective upon confirmation of account deletion by TalTap Poland.
7. Upon termination of the agreement, the User shall lose access to their Account and all data stored therein, except for data which TalTap Poland is required or entitled to retain under applicable laws or for the purposes of legitimate interests.

X. Personal Data Protection

1. TalTap Poland and the Contractor act as independent data controllers with respect to the User's personal data they each process in connection with the use of the TalTap Platform. Each party is separately and independently responsible for complying with its respective obligations under applicable data protection laws, including the General Data Protection Regulation (GDPR), in relation to the personal data it collects, processes, or otherwise handles.
2. The rules of processing personal data by TalTap Poland are regulated in the Privacy Policy.

XI. Intellectual property rights

1. All intellectual property rights in the TalTap Platform, including the software, mobile application, graphical user interface, content, and any related documentation, as well as all components, updates, and copies thereof, remain the sole and exclusive property of TalTap Poland and/or its affiliates, subcontractors, or licensors. "Intellectual Property Rights" means, in particular: copyright and related rights (including database rights and rights to photographic or catalog works), patents, utility models, design rights, trademarks, trade names, trade secrets, know-how, and any other form of registered or unregistered intellectual property, whether protected under Polish or international law.
2. Users may not copy, modify, adapt, reverse engineer, decompile, or otherwise attempt to discover the source code of the TalTap Platform or any software used in connection with it.
3. It is also prohibited to:
 - a) extract, reproduce, or use any data from the TalTap Platform for commercial or unauthorized purposes (including scraping, automated querying, or indexing),
 - b) upload or introduce any malware, viruses, worms, Trojan horses, logic bombs, or similar code,
 - c) bypass or interfere with any security-related or access-control features,
 - d) promote or engage in any unlawful activity or conduct that may damage the property or reputation of TalTap Poland or its Users.
4. Use of the TalTap Platform is permitted solely for its intended purpose, in accordance with these General Terms and Conditions and applicable law.

5. Provided that the User complies with these General Terms and Conditions, TalTap Poland grants the User a limited, non-exclusive, non-transferable, and revocable license to access and use the TalTap Platform during the term of the agreement, free of charge and solely for the purposes specified herein.

XII. Liability and disclaimers

1. The TalTap Platform is provided to Users on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, TalTap Poland makes no warranties, representations, or guarantees regarding the uninterrupted availability, fitness for a particular purpose, or error-free operation of the TalTap Platform, nor does it guarantee that the TalTap Platform will be free from defects (whether apparent or hidden). TalTap Poland shall not be liable for any loss resulting from the use or inability to use the TalTap Platform, unless such liability arises from willful misconduct or gross negligence.
2. The User is responsible for the accuracy of the information provided during the Account registration process and any data subsequently added or updated within the Account. TalTap Poland shall not be liable for any damage suffered by the User resulting from the provision of false or inaccurate information.
3. The Contractor shall bear sole responsibility for the payment of any remuneration due to the User for the performance of Orders. TalTap Poland shall have no financial obligations or liabilities whatsoever towards the User, including but not limited to the payment of wages, bonuses, benefits, or any other form of compensation. For the avoidance of doubt, TalTap Poland is not responsible for (i) the services provided or work performed by any Contractor or their Users, including any tasks under Orders, or (ii) compensation, benefits, employment taxes, unemployment insurance, workers' compensation, paid vacations, or disability-related matters concerning any Contractor or Users.
4. To the extent permitted by applicable law, TalTap Poland's total liability to a User arising from or in connection with the use of the TalTap Platform, whether based on contract, tort, or other legal theory, shall not exceed the equivalent of EUR 100 (in PLN) in any calendar year. This limitation shall not apply to liability for:
 - a) damages caused intentionally or through gross negligence,
 - b) bodily injury or death,
 - c) violation of mandatory consumer rights.

XIII. Changes to the TalTap Platform and Terms

1. TalTap Poland may introduce changes to the TalTap Platform or to the General Terms and Conditions at any time, when necessary to:
 - a) comply with generally applicable law or final administrative/judicial decisions,
 - b) adapt the TalTap Platform to technological developments (including compatibility and security improvements) or the change in the available functionalities/services within the TalTap Platform,
 - c) improve existing functionalities or add new ones,
 - d) correct obvious errors, improve clarity, or ensure consistency with other legal documents or internal processes.

2. Changes referred to in section 1 shall not involve any additional cost for the User.
3. Users shall be notified of material changes via the TalTap Platform or by email to the address provided during registration. The updated General Terms and Conditions will also be made available within the TalTap Platform.
4. If a change materially and adversely affects the User's access to or use of the Platform, TalTap Poland will inform the User in advance, specifying the nature, scope, and effective date of the change, as well as the User's right to terminate the agreement.
5. Continued use of the TalTap Platform after changes come into effect will be deemed as acceptance of the amended General Terms and Conditions, unless the User has exercised their right to terminate.
6. Amendments to the General Terms and Conditions will not affect or deprive Users of any acquired rights granted under the General Terms and Conditions prior to the amendment.

XIV. Governing law and dispute resolution

1. These General Terms and Conditions and any legal relationship arising under them shall be governed by the laws of Poland, without prejudice to the mandatory consumer protection rules of the User's country of residence (if applicable under EU law).
2. Any disputes arising out of or in connection with the use of the TalTap Platform or these General Terms and Conditions shall be subject to the jurisdiction of Polish common courts, with local jurisdiction determined by applicable law.