

Don't GIG Up, Never!

**Country Case Study Report
POLAND**



dontgigup.eu



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INTRODUCTION

This paper is part of a series of **Country Case Study Reports** published in the framework of the of the *Don't GIG up, Never!* Project. The Project, co-funded by the Directorate-General for Employment, Social Affairs and Inclusion of the European Commission, is aimed at improving expertise and knowledge on the role unions and social dialogue can play with regard to the protection of platform workers, building on the knowledge accrued through the *Don't GIG Up!* Project (1st ed. 2018–2020).

Running for 24 months (2021–2023), *Don't GIG Up, Never!* project combines desk and empirical research to analyse features and challenges of the platform economy in a set of selected countries, namely: Italy, Germany, France, Spain, Poland, Estonia and Sweden.

The **first phase** of *Don't GIG Up, Never!* consists of a preliminary desk review aimed at updating the results of the previous project with regard to platform workers' employment and social conditions, the dedicated political debate, the relevant legislative developments, and the trade unions and employers' organisations involvement in the covered countries. Seven **National State of the Art Reports** were published in 2022¹.

The **second phase** of the project consists of empirical qualitative research, in order to construct a number of national case studies for each country involved about labour platforms providing services outside the passenger transport and goods delivery sector, which was the focus of the previous edition of the project (*Don't GIG Up!*).

In the lights of the results of this Country Case Study Reports' series, the comparison of practices, taking place also by means of three mutual-learning workshops joined by project's partners, as well as during webinars open to stakeholders and the general public, shall lead to a comparative assessment on how the platform economy affects working conditions, social security, and industrial relations at both national and EU level, with a view to delivering policy recommendations. A **Final Report** shall collect these results.

¹ Don't GIG up, Never! State of the Art Reports are available here: <http://www.dontgigup.eu/resources/>

METHODOLOGY

The present Country Case Study Report, as well as all the other papers of the series, is based on a common methodology agreed and shared in advance with the project's consortium.

In particular, in order to achieve a consistent selection of case studies oriented towards the comparability of results, the selection of case studies was restricted to labour platforms falling into categories 3 and 4 of the table below (Table 1), while labour platforms falling into categories 1 and 2 were analysed in the framework of the *Don't GIG Up!* Project (1st ed. 2018–2020).

Table 1. Classification of labour platforms adopted in the project *Don't GIG up, Never!*

N.	Type of platform	Example
1	Platform matching passenger transport services	Uber, Lift, others.
2	Platforms matching goods delivery services	Deliveroo, Foodora, etc.
3	Platforms matching ' traditional gigs ' (gardening, cleaning, babysitting, etc.) up to ' skilled services ' (marketing, advertising, translating, etc.), possibly also by means of auctions	Task Rabbit, Helping, etc.
4	Platforms externalizing micro-tasks , often performed on web, to a 'crowd' of workers (crowd-work platforms)	Amazon Mechanical Turk, etc.

Each Country Case Study Report contains three or four case studies about digital labour platforms carried out at the national level. Where possible, an effort was made to select at least one type n. 3 (low skilled location-based activities) platform, one type n. 3 (skilled web-based activities) platform, and one type n. 4 (microtasks/crowd-work) platform for each country involved. An abridged version of the common template was used to implement a preliminary screening, in order to select practices deemed to be more interesting for the purposes of the project. The final choice was based as well on partners' assessments, the availability of contacts with platforms' management and workforce, and the feasibility of the case studies.

In particular, each case study was realised by national experts appointed by the project partners. Experts developed their research on the basis of a common **template** (Table 2), containing detailed guidelines for implementation.

Table 2. Template for realising national case studies in the project *Don't GIG up, Never!*

GENERAL INFORMATION
Labour Platform
<i>Full name</i>
Sector
<i>NACE Sector(s) addressed & brief description of the jobs</i>
Ownership
<i>Please, explain if the platform is for-profit or cooperative, and provide brief contextual information on its creation and on its links with transnational companies or with other organizations (e.g. if it is part of a multinational group, if it was founded by platform workers or supported by unions/employers' organisations/ public incentives).</i>
Size
<i>Estimated number of platform workers registered and active on the platform</i>
TERMS OF EMPLOYMENT AND WORKING CONDITIONS
Applicable legislation
<i>Please, explain if contracts with workers apply the country of employment legislation or if they opt for the legislations of other states (e.g. the platform's country of establishment).</i>
Type of relationship between platform and worker
<i>Please, explain which contract(s) is/are used by the platform, providing as well contextual elements on the related consequences in terms of labour rights and social protection. Please, specify also if there is or not a tripartite relation between the platform, the worker and the final client as per the terms of service.</i>
Membership costs for the workers
<i>Please, explain if workers are required to pay a membership fee in order to access the platform, its costs and the associated services.</i>
Assignment of tasks/jobs
<i>Please, explain how tasks/jobs are assigned and the possible role played by rating and ranking systems.</i>
Remuneration policy
<i>Please, explain: if and how the remuneration policy refers to statutory/collectively agreed minimum wages; to what extent is pay defined by the platform or by an algorithm as opposed to decision by the worker or bargaining between the worker and the final client; under which conditions workers can be refused pay by the platform or by the client.</i>
Non-competition clauses
<i>Please, explain if non-competition clauses are in place or if competition on other platforms is de facto discouraged due to the functioning of rating and ranking systems or for other factors.</i>
Intellectual rights
<i>Please, explain if any limitations apply to the intellectual property of contents sold via the platform, and their reuse by the creator (if applicable).</i>
Other terms of employment and working conditions
<i>Please, describe formal terms of employment and actual working conditions concerning: working time, health and safety, monitoring of the worker, (paid) holidays and leaves, liabilities and possible sanctions, termination of the relationship with the worker, training, anti-discrimination policies, and other aspects as relevant.</i>

SUPPORT AND DISPUTES

Platform services to the client

Please, describe the features and effectiveness of the services possibly provided to the clients (e.g. securing them from contractual risks, including reclassification of workers, providing global IT purchasing solutions to the client like tools to deal with contingent work, guaranteeing a new service for free if the delivered work is considered unsatisfactory...).

Platform support services to the workers

Please, describe the features and effectiveness of the support services possibly provided by the platform to the workers other than dispute resolution mechanisms (e.g. to help workers use the platform, get in contact with colleagues or establish working teams, to address disputes with the clients over quality of services or pay, to deal with administrative issues, to access work-related software, to insure workers against accidents or social risks).

Dispute resolution mechanisms

If in place, please describe the scope, the involved parties and the features of Dispute resolution mechanisms as per the terms of service/collective agreement and any evidence on their actual use and efficacy. Please, detect also any existing provisions in the terms of service/contracts limiting access to tribunals in favour of alternative dispute resolution mechanisms.

Evidence on support/activities by social partners targeting platform workers

If in place, please explain actors, goals and achievements of the activities

REFERENCES

Please enlist here sources / contacts mentioned above.

The aim of each case study is to give a brief overview of the platform's business model, the services provided to the costumers and to the workers, the working conditions, as well as the social partners involvement.

With a view to guaranteeing homogeneity and comparability of results, guidelines were shared with regard to sources and references to be used for the completion of the case study templates. In particular, the following categories were designated: official platform websites and platform terms and conditions of service (mandatory); scientific literature (previous research papers, reports, surveys, etc.); online and offline press articles; applicable collective agreements. Partners agreed as well to conduct semi-structured interviews for each case study with the following actors: platform's management and/or human resources staff; platform's workers; social partners involved at platform level. Interviews were conducted by phone or video-conference with the support of common questionnaires. In the framework of the interviews (if conducted), experts proceeded in compliance with EU and national General Data Protection Regulations as well as with partners organisations' internal policies.

The information gathered with the templates was later reviewed and reorganised into the Country Case Study Reports, according to the following common structure: i) Description of the platform; ii) Terms of employment and working conditions; iii) Social partners involvement; iv) Assessment; v) References.

CASE STUDIES

Case Study 1: ReachaBlogger

Description of the platform

Reachablogger.pl brings together and mediates transactions between publishers, i.e. influencers and bloggers (individuals who run Web blogs, profiles on FB, Instagram, Snapchat, TikTok, Twitter, LinkedIn, Pinterest, Youtube, Twitch, Podcasts) - on the one side, and advertisers who want to publish marketing content, such as advertisements, sponsored articles or establish another form of co-operation - on the other side. The platform organizes the sales process and ensures the security of transactions.

Nace Sector(s): 73, 12, C (advertising space sale via intermediaries in electronic media (Internet); 71, 20, B (other research and technical analyses); 73, 20, Z (market research and public opinion polling); 63, 12, Z (web portals); 63, 11, Z (data processing, hosting and related activities); 73, 11, Z (Advertising agencies); 62, 01, Z (computer programming activities); 63, 99, Z; (Other information service activities); 70, 21, Z (public relations and communication activities); 62, 03, Z (computer facilities management activities).

Type of platform according to the *Don't GIG Up, Never!* classification: 3.

The platform is operated by REACH A BLOGGER sp. z o. o. a: limited liability/limited partnership company (for profit) based and operating in Poland, owned by natural persons Robert Sosnowski and Agnieszka Sosnowska. Not part of a TNC. Registered in September 2018.

There are 70.000 offers (channels of communications) posted on the platform by influencers (big and small, i.e., having from 500 to over 100.000 users/followers/supporters/subscribers). So far 18.000 orders have been implemented plus a few thousands in-kind transactions².

Terms of employment and working conditions

The **tripartite relations** between the “publisher” (i.e., the influencer), “the organiser” (i.e., the platform), and “the client” (advertiser) are of B2B nature and are regulated by one document: the Terms and Conditions (T&C), which is accepted by the user (publisher or client) on registration and is **subject to the Polish law**. (In particular references are made to the Civil Code and laws regulating the protection of personal data, copyright and related rights, and provision of electronic services).

² <https://reachablogger.pl/kim-jestesmy/> [Access: 17.01.2023]

The publisher has either to operate as a business entity or to have to have a contract with and act on behalf of a business entity to be able to charge and invoice the platform, which, in turn charges and invoices the client. In the first case the publisher is himself/herself legally obliged to pay insurance contributions to the State system, which cover social security (pension and retirement), access to the public health service and the right to accident-related benefits. The sickness insurance which entitles to sickness benefit and maternity allowance is optional. In the second case, the publisher would typically conclude a civil law contract for work (*umowa o dzieło*), under which the material result of work is remunerated (such as an article inspired by a client's product), with a business entity who would act as an intermediary for a fee. This type of contract does not provide for any social protection. Neither case involves employment relationship, labour rights do not apply. The interviewed publishers had their own business activity registered, and one of them used to act as an intermediary contracting party for beginner bloggers [ID11].

Bilateral agreements between the client and the publishers may be concluded in two cases. First, if the case transfer of copyright to a creative work (copywriting, photos, videos) which is to be used in client's channels is involved. Otherwise, under the T&C, the publisher grants the platform a non-exclusive license to the texts ordered via the platform by the platform client and published in the publisher's medium, and the platform transfers it upon the client. There are no limitations as to how the publisher is going to use the contracted content which he developed and published in his/her own medium. Second, to set extra confidentiality provisions (related to the data, information and documents provided by the client and marked as confidential).

Publishers can register free of charge, however, for each successful cash or barter transaction the platform charges **a commission of 15% which is automatically deducted from the remuneration of the publisher**, which is paid via the platform. In the case of in-kind transaction, the lump sum commission of PLN 30 [approx. EUR 6] plus VAT is charged on the client (and none on the publisher).

The platform verifies all the media of publishers on registration (especially audience reach or "the quality of the community") and may reject ones with less than 500 unique users/subscribers/followers. To register a publisher has to attach screenshots of his blog statistics. Depending on the actual audience reach level (up to 1,000, 10,000, or 100,000 unique users per month) the blog is classified to Nano, Micro, or Medium category, respectively.

Publishers registered on the platform may post their **offers** - indicating the terms of co-operation which usually include their rates - which are listed in a **searchable directory** available to platform clients, or to regularly review the **directory of orders** posted by platform clients. The clients are charged for posting their orders (PLN 30 - approx. EUR 6, they may also choose to pay for the mailing out the order to the publishers from maximum 3 thematic categories (PLN 100 - approx. EUR 42). The client has freedom in choosing the publishers with whom he/she wants to conclude a transaction.

The publisher can register a single medium in maximum three thematic categories, which is perceived by interviewees who cover a wider span of topics on

their blogs (lifestyle bloggers) as a barrier to get more orders. [IDI1, IDI2] The client can search the offers by: audience reach, thematic focus, media type, and advertising content publication price, computer and smartphone operation system, gender and city, as well as according to:

- media category related to the monthly number of users (as described above)
- rating of 0-10 points (so called RaB Score) assigned by the platform team, which is supposed to indicate cost-to-quality ratio, and considers the aesthetics, content, viewership of the blog as well as the publication price.
- assessment of 0 to 5 stars, which is an average rating of publisher's delivered services by the clients.
- A publisher who runs a weblog can insert a virtual button or link in it that leads to his/her offer on the platform. Optionally publishers may pay a monthly fee of PLN 20 plus VAT (approx. EUR 5) for **assigning priority** to their offers. Opinions whether it increases the chances of being selected by a client are divergent [IDIs]. RechaBlogger itself points out that it can be highly effective only in the case of offers which are attractively described, highly scored by clients and priced below PLN 1500 (approx. EUR 320)³. The platform may remove or refuse to publish an offer if the content on the publisher's website is of low quality.

RechaBlogger does not interfere with **the pricing policy of its publishers**. The interviewed ones proposed their prices themselves, as typically this is what clients expected. They considered their rates as adequate to the work involved [IDIs]. In FAQ the platform advises the publishers to compete on quality (or extra services offered during the negotiations with a client) rather than price, and to be prepared to justify their rates. It also discourages publishers from excessive pricing before developing a record of successfully completed orders. Clients, on the other hand, are recommended not to negotiate too low, as it might affect the quality of co-operation with a publisher. While the ToR described in a publisher's offer are binding for the client who has selected it, the parties can clarify and negotiate them on the platform (via chat). The amount of transaction can be changed if so agreed by the parties. In such a case they have to report the order to the platform for moderation. This is likely to happen if the client asks for additional services, such as paid advertising to "spice up" the publication to increase the publication reach.

The prices of sponsored publications range from PLN 50 to PLN 45.000 (EUR 11 to EUR 9600) net (without VAT)⁴. Transactions for a few thousand zloty (EUR 200-400) started to sell in 2018, however as of mid-April 2019 their share was less than a 100 in the total number of 10000 transactions. At that time the platform had observed the biggest increase in the volume of transaction priced at PLN 250-500 (EUR 60-120), while in 2016-2017 the most dynamic increase was noted in transactions priced in the PLN 150-250 (EUR 36-60) price brackets.

³ Sosnowski R. 16.04.2019 [Jak zarabiać więcej na influencer marketingu? Stawiamy na jakość, nie walczmy ceną](#)

⁴ <https://reachablogger.pl/cennik>

The trend was matched by growing requirements from the clients concerning the quality of publishers' services⁵.

Accounts between the parties are settled via an **Escrow account**. The client makes a pre-payment which is deposited on the platform before his/her placing an order with the publisher. As soon as the order is completed by the publisher and approved by the client, the deposited due amount (i.e., the price minus automatically deducted 15% commission) is credited to the publisher's account on the platform and available for payment.

In case the completed order is not approved, the publisher and the client should start negotiations. If those are unsuccessful, the platform undertakes **mediation**, i.e., listens to both parties, reviews the transaction and the specifications of the ordered content and on the basis of that takes a decision regarding the resolution of the dispute. The decision is irrevocable and may involve revoking the cooperation (returning funds, or, if applicable, a barter object or its financial equivalent to the client), accepting the transaction (making payment to the publisher) or cancelling the dispute (i.e., restoring the cooperation for the execution of the order).

Since **all the communication is held on the platform** via chat the information on what has been agreed is easily accessible. Any party can also report any irregularities related to transactions to the platform via a dedicated on-line form.

The most common **reasons of disputes** are: lack of contact with the either party, incorrect or untimely execution of an order by the publisher, lack of acceptance of a completed order by the client. The interviewed publishers reported the (isolated) cases of delays on part of the clients in accepting completed orders [IDI1, IDI3]. Following the intervention by the platform, the clients accepted the transactions, and the publishers got their money. According to the platform disputes can typically be quickly resolved, and the parties do not dispute the resolutions. "Very rarely there are difficult disputes that require the exchange of more e-mails. Out of about 16,000 collaborations, there have been 4 such cases so far. All disputes have ended amicably". [FAQ] Beside the dispute resolution mechanism the T&C provides for **a complaint procedure** concerning the platform operation.

The publishers are free to use the services of other platforms, and the interviewees admitted that they do so, especially that they can get more assignments (for instance from Whitepress or Linkhouse) [IDI1, IDI3, Opinions on RechaBlogger]. However, once publishers and advertisers have established co-operation via RechaBlogger.pl they are **not allowed to cooperate outside it without prior written consent of the platform**. Each case of violation is subject to a contractual penalty of 1000.00 PLN (approx. EUR 213) to be paid jointly and severally to the platform. [T&C Art. 9 para 10].

⁵ Sosnowski R. 16.04.2019 op cit.

Assessment

The platform appears to well balance the interests of publishers and advertisers (clients). Its profit is directly linked to the sales of services (publications) by its registered publishers to its advertiser clients, as the key revenue is the commission on their remuneration. It makes good co-operation with publishers and advertisers equally important, creating a win-win situation. The platform verifies the data provided by publishers, which both makes the service credible to advertisers and helps to ensure fair competition among publishers. The limitation of communication to the platform channel (chat, e-forms, e-mail) is helpful in handling any disputes, even though it slows down the process of negotiations.

The commission-based charging system is transparent and clear, even of the rate was considered high by one of the interviewees [IDI2], and the publishers are free to set their prices at levels they consider adequate. The relatively low access threshold of 500 users/followers makes it attractive for beginner bloggers. The legal setup seems appropriate to the irregular character of assignments, which are not likely to provide an equivalent of full time (or even part-time) employment. The requirement to settle accounts through a business entity may seem discriminatory towards bloggers without registered business activity. Actually, another platform: useme.com, offers such intermediation as a mainstream service for any freelancer who needs a VAT invoice to charge his/her client for the completed work⁶.

References

- Platform website: www.reachablogger.pl [Access: 17.01.2023]
- Platform FAQ <https://reachablogger.pl/faq/> [Access: 17.01.2023]
- Platform Blog: <https://reachablogger.pl/blog/> [Access: 17.01.2023]
- Terms and Conditions (T&C): <https://reachablogger.pl/regulamin.pdf> [Access: 17.01.2023]
- Interviews with RechaBlogger publishers: IDI1 (15.11.2022 phone call) , IDI2 (17.11.2022 phone call), IDI3 (18.11.2022 e-mail).
- Opinions on RechaBlogger in: Zarabiajprzez24.pl (website) “RechaBlogger” <https://zarabiajprzez24.pl/reachablogger/> [Access: 17.01.2023]
- Comments in: Pieprzyć z fantazją (blog) „Moja opinia o platformie RechaBlogger” <https://pieprzyczfantazja.pl/2021/05/moja-opinia-o-platformie-reachablogger/> [Access: 17.11.2023]

⁶ <https://help.useme.eu/hc/pl/articles/360023202471-Jak-rozliczy%C4%87-swojego-klienta-faktur%C4%85-bez-firmy#unsafe> [Access 17.01.2023]

Case Study 2: FIXLY

Description of the platform

Fixly.pl is a digital labour platform which platform operates as “a reversed bulletin board/advertisement service” where clients (very often natural persons) looking for specific services post their requests of bids (descriptions/specifications of the needed service) which are matched by the platform with appropriate service providers registered on the platform. The platform’s role is limited to connecting the interested parties, who afterwards bilaterally decide on the terms and conditions of their cooperation. The services covered include: construction, design, (re)decoration, repair and, maintenance, assembly, cleaning, gardening, event organisation, transport, financial, administrative and legal services, remote services, training and education, health and beauty, “handyman” services.

Nace Sector(s): 63, 12, Z (web portals); 63, 11, Z (data processing, hosting and related activities); 62, 09, Z (other information technology and computer service activities); 73, 1 (Advertising); 62, 03, Z (computer facilities management activities); 47, 91 (Retail sale via mail order houses or via Internet); 62, 01, Z (computer programming activities); 63, 99, Z; (Other information service activities); 62,02 (computer consultancy activities); 73, 12, C (advertising space sale via intermediaries in electronic media (Internet); 63,99 (other information service activities n.e.c.).

Type of platform according to the *Don't GIG Up, Never!* classification: 3.

Fixly.pl is operated by a for profit limited liability company Grupa OLX sp. z o.o., registered and based in Poland. The sole shareholder of the company is OLX Group B.V. with the headquarters in the Netherlands and global operations, it operates advertisement platforms in several countries, however, does not operate any other work platforms except Fixly in Poland.

Over 288,850⁷ providers of services (companies as well as natural persons with or without registered business activity) registered on the platform, including, for instance, 98,600 in “the handyman” category⁸. The number of active service providers is subject to seasonal fluctuations as well as affected by the duration of assignments [IDs]. The platform has not revealed how many users have chosen to register as a “business user”, which is optional and involves user’s business registration data verification by the platform. The status is indicated in user’s profile⁹.

⁷ Data quoted from: <https://fixly.pl/> [Access 17.01.2023]

⁸ Data quoted from: <https://fixly.pl/kategorie/zlota-raczka> [Access: 17.01.2023]

⁹ This arrangement has been introduced by the platform anticipating the obligation to make

Terms of employment and working conditions

The relationship between the platform and its users, who use the platform either in the capacity of ordering party, i.e., client who needs a service (e.g. someone with a leaking tap) or in the capacity of contractor, i.e., someone who can provide a service (a plumber who can do the repair), is regulated in its Terms & Conditions, which is accepted by users on registration. The T&C is subject to the Polish law. It also makes reference to EU Regulation (EC) 2019/1150 of 20th June 2019 on promoting fairness and transparency for business users of online intermediation services. No references are made to employment related laws. Actually T&C **prohibits posting requests or offers containing “job offers and job searches”** [Annex 1 to T&C para 3 point 7]. Otherwise, on the platform website there are references the Entrepreneur’s Law, regarding non-registered business activity¹⁰.

The platform does not interfere with and reserves no liability for a **service provision by the service provider to the ordering party, i.e., the client, or its terms and conditions**, as they **are autonomously agreed between the client and the service provider**, once the client have selected the service provider from the bidders responding to his/her request of bids¹¹. This applies to the remuneration for the service as well as the preparation of the site by the client and other aspects of service delivery. A written contract may (but does not have to) be signed between the client and the service provider, as recommended by the platform, in order to better secure the interests of the parties. The T&C provides that client “shall prepare a place where the contractor will be able to perform the contract in a manner that does not endanger life and health as well as enable the contractor to properly perform the Service”. [T&C para 10 point 3]. No guidance is provided by the platform on rates for different services. The platform forbids posting requests suggesting that the service provider (contractor) will not be paid or will be rewarded in the form of barter for performing the service.

A special case has been IKEA kitchen furniture assembly services delivered under so called Partnership Programme involving IKEA as a Fixly partner. IKEA standard guidelines are applied, which require that a written form of contract and specify the necessary conditions which the client needs to secure (including an access to an operable toilet and sink for the service provider), and also indicative rates for the assembly of particular furniture items are given.

The legal setup described is of **B2B** nature and **involves no employment relationship** or labour rights. If **the service provider is a natural person with registered business activity** (self-employed), then he/she is legally obliged to pay relevant insurance social, health and accident insurance contributions, which entitles him/her to social protection and access to public health service and may also pay optional sickness insurance contributions (entitling to sickness

distinction between a business and a private person as implied by the EU law concerning the protection of consumer on digitally organised markets (OMNIBUS, DAC7) (IDI).

¹⁰ <https://pomoc.fixly.pl/hc/pl/articles/4406386695826-Jak-to-dzia%C5%82a->; <https://pomoc.fixly.pl/hc/pl/articles/4406386386450-FAQ-dla-Wykonawcy>

¹¹ In other words, the platform reserves no liability for the job performed by a plumber who has been found via the platform and hired by the client to repair his/her leaking tap, as it has been up to the two parties to set the terms and conditions of the plumber service involved.

benefit and maternity allowance). No similar obligation is explicitly stated by law with reference to natural persons with legally permitted **non-registered business activity**¹², apparently leaving such persons without social protection. However, there are case-related interpretations issued by the Social Insurance Institution, which considers such an activity as work performed under the contract of mandate (*umowa zlecenie*), which involves obligatory social, accident and health insurance contributions (unless the person has other titles to insurance) and an optional sickness insurance contribution (covering sickness benefit and maternity allowance).

Registration on the platform is free of charge for both clients and service providers, no subscription fee is charged either. However, the platform charges service providers with so called Fixly points for posting bids in response to requests of services by platform clients (the points can also be spent on other Fixly services). The points are sold by the platform in packages valid for 30 days or 180 days, depending on the package¹³. On the first registration the service provider is granted a free welcome package of 15 Fixly points valid for 14 days. For each bid submitted the platform charges the bidder 0-50 Fixly points. The bids are priced depending on service demand and supply rates, with a correction mechanism preventing steep rise of prices if there is a surge in demand from service providers. [IDI with Fixly] The majority of bids, according to a Fixly manager are free of charge.

Client's requests **are matched automatically** with service providers according to the content and scope of the request, the location of the request and the service provider's data: his/her rating, inquiries previously received, services provided, profile and site on Fixly. The rating is based on opinions which clients can optionally post to comment on completed services. The algorithm is calibrated in such a way as not to discriminate service providers who have not got opinions yet, as otherwise those who are newly registered would be on the losing end. [IDI with Fixly]. A client's opinion is posted with his/her first name, avatar and city and loaded onto the website profile of the respective service provider, who can respond with one comment. The T&C list types of content that cannot be legally included in opinions or comments to opinions. Depending on the opinions received the service provider may be gain the label of Recommended Contractor, which clients will see in his/her bids submitted to them.

As a rule, only five service providers can post their bids in reply to a single request of service. The bids are filed in the order of submission. In case the request of service has been posted by a client via the Fixly site of a particular service provider, maximum four bids will be admitted from other service providers in response to the request. In both cases one extra bid can be admitted from a service provider who has purchased the so called "sixth bid" option. Other paid options are: access to the requests of service beyond 50km from his/her location indicated upon registration, earlier notification about new re-

¹² This applies to persons whose revenues from the given activity do not exceed 50% of the minimum wage rate (PLN 1505 monthly rate in 2022), and who have not run a business activity for 60 months. The revenues have to be evidenced, and indicated in the person's annual tax statement. No paperwork or reporting to relevant authorities is required.

¹³ <https://pomoc.fixly.pl/hc/pl/articles/360000013459> [Access: 17.01.2023]

quests, disclosure of the telephone number of the client whom he/she sent a bid and expanded on-line public profile (which contains extra information and contact data, and is popular among service providers who do not have websites of their own).

Once the client has received the bids, it is up to him to contact the bidders and select the best offer. The platform does not allow contests in which all bidders perform all or part of a requested service, while only selected ones would be rewarded.

The platform provides clients and service providers with a free access to the so called Fixly payment service, which is based on Escrow account, for cashless settlements. The service has been launched as a response to client preference for non-cash transactions [IDI with Fixly] and for using it service providers can earn extra points.

After the price of a service is agreed, the client deposits the relevant amount of money on the Fixly payments account. The service provider is paid the money once the client confirms the completion of the service or within 192 hours after such confirmation made by the service provider himself/herself, unless the client reports a problem (and the payment is halted). In such a case the money can be returned to the client if: (1) both parties have consensually declared the contract to be dissolved, or (2) the client have submitted a notice of a possible criminal offence by the contractor to law enforcement authorities, or (3) the client documents with photo evidence that the service has been carried out not in accordance with what has been agreed and no photo evidence to the contrary is submitted by the service provider, or (4) the platform accepts the claim as valid regarding the history of previous claims related to services performed by that particular service provider.

In practice, the role of the platform in processing claims concerning client-service provider relationship is limited (IDI with Fixly; Opinions on Trustpilot). Fixly excludes any liability **for improper performance or non-performance** by the service provider (contractor) and the client (contracting party) or responsibility for the truthfulness and accuracy of the data provided by them on the Fixly platform.

The platform has a procedure for complaints regarding its alleged failure to comply with the T&C or Regulation (EU) 2019/1150, technological difficulties, its measures affecting business users, and its blocking selected content of their accounts. It provides for a possibility of mediation if requested by business users.

Assessment

Using Fixly platform requires a minimum of formalities, which makes it easy and convenient, while delivering much faster and more relevant results than placing or responding to ads in the media, and as such provide an excellent access of job opportunities for free lancers. Since the platform does not verify users' identities, nor does it take responsibility for the information they provide, it inevitably attracts also dishonest contractors (service providers) or clients.

The role of the platform is basically limited to matching the client (ordering party) with the service provider (contractor), who subsequently autonomously bilaterally agree on the actual terms and conditions of the service. Therefore, opinions about the platform are shaped by particular user experiences with bilateral client-contractor relationships established through it, and for this reason tend to be polarized. Since the relationships are formed essentially in direct contact, outside the platform, and often are not supported by a written contract, it is difficult or even impossible for the parties to effectively pursue their claims in case of abuses. The platform does not provide any mechanisms or benchmarks which could help setting standards in client-contractor relationship or prevent grey market practices.

There have also been some points of concern raised by users regarding the very mechanics of the platform operation (Trustpilot reviews), of financial relevance to service providers. The little formalities approach apparently creates a room for fake requests of service, which make responding bidders lose their Fixly points in vain, especially that requests can be posted free of charge, as reported by some users (Trustpilot reviews). The point-based pricing system itself may involve a risk of money loss. Since points are sold only in packages with limited validity periods, a service provider who receives too few requests of bids may not be able to use his/her package before its expiry date. Also a few service providers reported a noticeable fall in the notifications shortly after the package purchase, which they interpreted as purposeful action (Trustpilot reviews) – a claim that cannot be verified, due to the confidentiality of the algorithm, which turns out to be a double-edged sword.

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- Interview with Fixly managers (on-line) [24.11.2022]
- Interviews with Fixly user (client) (in person) [23.11.2022]

Case Study 3: TaskHero

Description of the platform

TaskHero (previously TakeTask) is a mobile application which allows assigning, performing and verifying tasks on a large scale in many locations simultaneously for any industry. It is used for **crowdsourcing of microtasks**, such as: taking a few photos in the indicating shops and writing down the prices of the products, checking the quality of service in a restaurant or shop (as a mystery shopper). The clients very quickly receive the results, while the workers can earn extra income while doing their shopping. “Anyone with a smartphone with a camera and GPS can perform certain activities in their neighbourhood for profit. This idea has particularly appealed to young people” (Nowosielski 2017).

NACE Sector(s): 62.01 Z (Computer programming activities); 18 (printing and reproduction of recorded media), 53,20 Z (other postal and courier activities); 62 (computer programming, consultancy and related activities); 63 (information service activities); 64,19 Z (other monetary intermediation); 66, 19 Z (other activities auxiliary to financial services, except insurance and pension funding), 70 (Activities of head offices; management consultancy activities); 73 (Advertising and market research); 78 (Employment activities)

Type of platform according to the *Don't GIG Up, Never!* classification: 4.

TaskHero is operated by TakeTask S.A., a Polish joint stock company (for-profit), with the legal seat in Poland and the share capital of PLN 145,795 (approx. EUR 31,000). The company is not part of a TNC.

Estimated no. of platform workers: a few thousand¹⁴.

¹⁴ In 2017: see <https://www.parkiet.com/technologie/art20779861-taketask-chce-sie-rozpedzic>

Terms of employment and working conditions

Workers can register and use the platform services **free of charge**. To establish an account with TaskHero application the user needs to download and install it on a mobile device¹⁵ and accept the T&C. Workers can be natural persons with or without registered business activity, including persons with limited legal capacity provided they obtain the consent of their legal representatives.

The relationship between the platform and the worker is regulated by the T&C, which, accepted by the user on registration, implies the conclusion of a framework agreement for the provision of electronic services by the platform to the worker as well as by Civil Code based contracts for the performance of microtasks, concluded automatically on worker accepting offers to perform particular tasks. The agreement and contracts are bilateral, and their implementation **is subject to the Polish law**.

Three **types of contracts** are applied depending on the type of assignment indicated in a given offer and the worker legal status, as indicated in Table 3. One worker may simultaneously perform tasks under different types of contracts (which are concluded separately). The process of conclusion and extension of contracts is automated.

Since none of the contract types is an employment contract, the provisions of Labour Code and labour rights do not apply. Workers who perform assignments as part of their registered business activity are responsible themselves for paying relevant contributions to the state system to benefit from social protection and get access to the public health service, irrespective of the contract. Workers without registered business enjoy social protection only under the contract of mandate (*umowa zlecenie*), which applies to service-type (activity oriented) assignments and involves insurance covering pension and retirement, accident-related benefits, sickness benefit and maternity allowance as well as the access to the public health service. The contract for work (*umowa o dzieło*), which can legally be applied only to output related (material result-oriented) tasks e.g., taking a photograph, or writing a text), does not provide for any social protection.

¹⁵ In order to properly and fully use the Application, the User should have a mobile device with Android 6.0 or higher, GPS module and having access to the Internet and equipped with a camera with a minimum resolution of 5Mpix and the ability to record sound and video. [T&C Article 3]

Table 3. Types of contracts concluded with TaskHero users for performing microtasks.

Option	Type of assignment	Worker legal status	Type of contract concluded	Implications for labour rights and social protection
1	Work (with material result)	Irrelevant	One-time contract for work	No labour rights. No social protection. No contributions to the social security or public health system. The contracting party obliged to report the contract to the Social Insurance Institution for possible audit.
2	Service	Person without registered business activity	Contract of mandate for the period of performing the task plus the following 2 months after the expiration of the calendar month in which the deadline for performing the task has passed. In case the worker accepts a subsequent service-type task during the contract period, the contract is analogically extended for another period, and so on. Otherwise, the contract expires. It also expires upon the termination of the framework agreement.	No labour rights. Social protection secured with some limitations. Obligatory social security, accident and health insurance contributions (with some exceptions ¹⁶) and optional sickness insurance contributions (worker decides) are paid for the contractor (worker) by the contracting party.
3	Service	Person with registered business activity, using the account as part of that activity	One time contract for the provision of a service	No labour rights. Social protection secured with some limitations. Obligatory social security, health and accident insurance contributions paid by the contractor him/herself.

The T&C provides that the user shall grant a non-exclusive licence to TakeTask SA to use the work (in particular photos and other materials) developed as a result of the performance of the task. Under the license the platform may exploit the works without indicating the user's name or pseudonym, to decide on the first public release of the works, and to exercise the right to the integrity of the works and the right to supervise the use of the works.

Since TakeTask operates as a temporary work agency, it is legally obliged to monitor and evidence the work performed for the same TakeTask client by workers who are not engaged in business activity, and to request extra documents from such workers to this end¹⁷.

¹⁶ If the person has other titles to social protection: (e.g an employee earning at least a minimum wage) only health insurance is obligatory (entitling to the access to public health service). No contributions are paid in the case of a pupil or student under 26 years of age already insured by school, university, parents or a guardian.

¹⁷ A person cannot legally work under temporary assignments for a longer period than ... over 36 months for the same employer.

Assignment of tasks/jobs

All registered TaskHero users who can perform a given new task, regarding their current GPS location are sent the relevant offer. Certain offers may be made available only to selected users, depending on their ranks, experience, skills or professional qualification, or legal status (running or not running a business). The user's rank depends on the number of experience points gained through the implementation of assignments.

In some cases, the user will be allowed to accept the offer only after completion of a training course organized by the platform or its client. The offer contains the details of the assignment (scope, method, guidelines, date, place) as well as the offered remuneration (type, amount) and the number of "experience points" which the user will be awarded on its completion. Assignments may be remunerated in cash or in the form of shopping vouchers or discount coupons. The form and amount may differ depending on the user status (business or non-business, VAT-payer etc.)

The user may accept or ignore an assignment offer. The assignment will be given to the person who first made the reservation. Once accepted, the task has to be completed by the user within two hours. The platform verifies the data on the basis of the workers GPS position. It also reserves the right to check with the client whether the task has been performed correctly. Clients have access to the platform and can download the results themselves. Worker non-performance or improper performance involves the loss of the experience points awarded for the relevant task. In case the user fails to complete the task within the time specified or to perform it properly his/her remuneration is reduced or not granted at all, whereupon the platform communicates the reasons to the user. The user who disagrees with the decision of the platform has the right to seek legal redress.

For the completion of a single task one can earn between a few and a dozen zloty (a few euro). (Nowosielski 2017) The remuneration of the correctly completed tasks is recorded on the user's account. The payment is made within 21 days from user's submitting request to transfer the means accumulated on his/her account. The request can be submitted any time. Workers performing tasks as part of their business activity are paid after issuing their invoices.

The platform does not have a dispute resolution mechanism. Users may file complaints concerning the operation of the electronic services as well as the correctness of awarding the remuneration for the tasks performed, which, according to the T&C should be considered and answered in writing by the platform within 14 days.

The platform has the right to terminate the framework agreement with the user and remove his/her account for important reasons, in particular when the User does not comply with the T&C. The User can terminate the Agreement and resign from the account at any time. No non-competition clauses are in place.

Assessment

The case is an interesting example of reconciling a business opportunity created by information technology with the law, which seems poorly adapted to the circumstances. We are dealing here with micro-tasks of low unit value in dispersed locations, which can therefore only be an opportunity for obtaining a small occasional income, not even comparable to part-time work. Nonetheless, they are subject to the generally applicable regulations regarding work related remuneration of individuals, generating administrative burden, which, in this case, may be considered as disproportionate. The platform has adapted its operating model to comply with these regulations, while reducing the burden by automating its processes, including the conclusion and extension of contracts.

However, the future prospects of TaskHero are uncertain, as the demand for crowdworking services in Poland is estimated by TakeTask as too small and the tax regulations are too complicated to expand such services beyond audits in shops (E-mail from TakeTask).

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