

Terms of Use

This agreement applies as between you, or the entity that you represent (hereinafter “you” or “your”) (hereinafter “LAH”)

Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to these terms and conditions, do not use this application. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using this application.

Intellectual Property

All Content included in this application, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of LAH, our affiliates or other relevant third parties. By continuing to use this application you acknowledge that such material is protected by applicable Polish and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from this application unless otherwise indicated or unless given express written permission to do so by LAH.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of this application does not grant LAH the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for LAH’s commercial, marketing or any similar purpose. However, you grant LAH permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing this application to you.

User Generated Content

You may transmit or publish content created by you using this application or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines.

You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of this Application, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content.

License to Use

LAH grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal and business use or for internal business purpose in the organization that you represent strictly in accordance with the terms of this Agreement.

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Restrictions to Use

You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Modifications to this Application

LAH reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to the Terms that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of this Application by providing LAH notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights in connection with use of this application. Your continued use of this application after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

Consent to Use of Data

You agree that LAH may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. LAH may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

Your Account

You need to sign up for a user account by providing all required information in order to access or use this application. We recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if LAH has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, LAH may terminate your user account and refuse current or future use of this application.

Employer and Organisation Accounts and Administrators

You are responsible for i) ensuring confidentiality of your organization account password, ii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that LAH is not responsible for account administration and internal management of this Application for you. You are responsible for taking necessary steps for ensuring that your organization does not lose control of the administrator accounts.

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Privacy

For the purposes of applicable data protection legislation, the LAH will process any personal data you have provided to it in accordance Privacy Policy available on the LAH website or on request from LAH.

You agree that, if you have provided LAH with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to LAH and (2) that you have brought to the attention of any such third party the Privacy Notice available on the LAH's website or otherwise provided a copy of it to the third party. You agree to indemnify LAH in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

In order to use this Application, you may need to grant LAH access to information that, directly or indirectly, either alone or in combination with other data, identifies or uniquely relates to an individual employed or otherwise retained by you or your agents or subcontractors or contractors.

You are responsible for compliance with all municipal, provincial, and federal laws or regulations in the area of protection of privacy and personal data including where you provide LAH with or put at LAH's disposal Personal Data.

This application is provided on the basis that you have obtained any required consents under applicable municipal, provincial and federal laws or regulations relating to data privacy legislation for collection, use, disclosure and processing to LAH of Personal Data.

If you give LAH access to any Personal Data, LAH shall be allowed to process Personal Data to perform this Application, and such processing shall adhere to the data privacy legislation applicable to this Application in the jurisdiction where the processing occurs.

You warrant that the transfer of Personal Data to LAH complies with all applicable laws and regulations on protection of Personal Data. If the processing of Personal Data by LAH is conducted in accordance with your instructions as agreed with LAH, you shall indemnify, defend and hold LAH harmless from and against any and all claims, liabilities, losses and reasonable expenses incurred by or asserted against LAH in connection with any third-party claim related to the processing of the Personal Data. You understand and accept that you bear the sole and full responsibility for the backup and redundancy of any Personal Data.

Use this application and acceptable Use

You are solely responsible for: (a) the content, materials and data that you create outside this application and upload to and process on this application; (b) the content, materials and data that you create through your use of this application.

Usage Limits

We reserve the right to impose limits on the bandwidth or capacity available to you. If we do so, you agree that you will comply with these limits. If you exceed these limits or use a disproportionate share of the available bandwidth, we may limit or "throttle" your bandwidth or capacity usage or impose traffic management procedures. You may not circumvent any limits that we place on your use of this Application.

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Email and Spam

You may not use this Application to distribute email, instant messages, text messages or other communications in an unacceptable or illegal manner. For example, you may not: a) create or send hoax emails or chain emails; b) send unsolicited commercial email or bulk email ("spam" or "spamming"); c) harvest email addresses; d) use open proxies or relays to allow spamming; or e) impersonate someone else ("spoofing") or falsify message header information.

Security

You may not use this Application or allow this Application to be used to: a) gain unauthorized access to computer systems or engage in security attacks of any kind including: (i) against trust (such as email spoofing, password cracking, IP spoofing and DNS poisoning); (ii) against confidentiality and integrity (by using malware such as computer viruses, worms, trojan horses, rootkits, keyloggers, spyware or other malicious programs and code); (iii) against availability (such as denial of service and email bombs); b) corrupt, modify or intercept electronic communications intended for any other person or entity; or c) interfere with or disrupt the operation of or this Application. You may not avoid any limitations we place on your use of this Application.

Abuse and Illegal Behaviour

You may not use this Application to: conduct or engage in any illegal business or activity; b) infringe any third-party intellectual property right (for example copyright, patents, trademark, trade secret or know-how); c) collect, copy or process information in a way that breaches data protection laws or leads to a wrongful breach of privacy; d) create, distribute, process or view any: (i) defamatory; (ii) obscene, indecent or pornographic; (iii) racist, sexist or otherwise discriminatory; (iv) misleading, deceptive or fraudulent; or (v) otherwise objectionable, offensive or illegal material.

Inactivity

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data.

Suspension and Termination

Without prejudice to any other rights or remedies it might have available at Law, or under this Agreement, LAH may suspend the provision of Services: a). where You commits a material breach of this Agreement (and for so long as that breach continues); b). where an undisputed Charge owing remains unpaid at the expiry of 30 (thirty) days after the due date for payment; c). in the event of an emergency with respect to this application, or if LAH reasonably believes that the integrity and security of this application is at risk or has been compromised or to maintain, repair or enhance the performance of this application.; and/or d). where it is required to do so by any applicable Law; e) in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies.

All applicable Service Charges in relation to this application will continue to apply during any period of suspension.

We reserve the right to terminate your user account and deny this Application upon reasonable belief that you have violated the Terms.

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Either Party may terminate this Agreement immediately if the other Party: a). enters into any arrangement between itself and its (or any class of its) creditors; b). ceases to be able to pay its debts as they become due; c). ceases to carry on business; d). has a mortgagee enter into possession or disposes of the whole or any part of its assets or business; e). enters into liquidation or any form of insolvency administration; or f). has a receiver, a receiver and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person appointed to the whole or any part of its assets or business.

If LAH terminates this Agreement, you must immediately pay to LAH the total of all amounts then due to GT4ES pursuant to this Agreement.

If LAH terminates this Agreement on any of the grounds set out in this Agreement you are not entitled to a refund or adjustment of any applicable Transition Fee or of any Service Charges paid to LAH.

If You terminates this Agreement before the end of the initial Term (or any renewed Term), you may at our discretion become subject to a termination payment of the minimum monthly Service Charges for the remaining months of the Agreement.

Termination of this Agreement (for whatever cause) does not affect any right or cause of action which has accrued to the Party which terminates this Agreement at or prior to the date of termination.

End-of-Life

If LAH is, in its reasonable opinion, unable to continue to effectively provide this application for an End-of-Life Configuration Item, LAH may, by giving you at least 90 days' prior written notice, remove the End-of-Life Configuration Item from the Record of Entitlement. Upon removal, LAH must make a pro rata adjustment of the Service Charges.

Maintenance

LAH may need to perform scheduled maintenance on this application. LAH will notify you in writing at least 3 (three) Business Days' in advance of any scheduled maintenance, any related Service interruptions and their anticipated durations.

In the case of Emergency Maintenance, LAH: a). will endeavour to provide you with at least 20 minutes' prior written notice; b). LAH will provide you with as much written notice as is reasonably practicable in the circumstances; and c). use its best efforts to minimise the duration of any interruption or disruption to the Service.

LAH will be relieved of its obligations under the applicable Service Level Agreement for the duration of the Emergency Maintenance and you agree to exclude LAH for any liability, loss and or damage suffered during an Emergency Maintenance period.

Technology Management

Due to changes in technology and LAH's desire to maintain the highest possible quality of this Application, it may be necessary to make adjustments or add enhancements to this application. LAH will provide advance notice of any such changes, if possible.

If the Scope of Service is necessarily improved or extended as a result of the enhancements, they will be offered to you for the remainder of the then current Term at no additional cost, provided that LAH will expect that no claim is made for a reduction in the Service Charges for minor reductions in scope as a result of the enhancements.

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Service Level Target Exclusions

LAH will not be liable for Service Level Target defaults resulting from one or more of the following events: a). any of the events specified in the Terms of Service in this Agreement; b). absence of a patch, repair, policy, configuration or maintenance change recommended by LAH but not approved by you; c). scheduled downtime in respect of this application (including upgrades, repair or component replacement, or scheduled backups) or any other mutually agreed-to downtime; d). changes made by you to this application; e). damage or delay arising from you if you fail to carry out an action or contractual obligation required LAH in order for us to render your use of this application; f). modifications or replacements or attempted modifications or replacements not performed by LAH or not approved by LAH in writing prior to such modifications or replacements being performed or attempted by any other Party, including the You; i). the restoration of any lost data connected to this application, without this application. LAH's knowledge; j). failure of Software tools that are used in conjunction with this application; k). data provided by You is inaccurate or not up to date; or n. a virus, worm, distributed denial of Services, or any other malicious activity.

Your Obligations

You agree to use all reasonable endeavours to provide all pertinent information to LAH that is necessary for LAH's provision of this Application.

You may, from time to time, issue reasonable instructions to LAH in relation to LAH's provision of this Application. Any such instructions should be compatible with the specification of this Application provided.

In the event that LAH requires the decision, approval, consent or any other communication from you in order to continue with the provision of this Application or any part thereof at any time, you must provide the same in a reasonable and timely manner.

If any consents, licences or other permissions are needed from any third parties it shall be your responsibility to obtain the same in advance of the provision of this Application (or the relevant part thereof).

Any delay in the provision of this Application resulting from your failure or delay in complying with any of the provisions of this Clause shall not be the responsibility or fault of LAH.

Force Majeure and Excused Performance

Neither Party is liable to the other for the consequences of any delays or failures of its performance which are caused by a Force Majeure Event. If any Force Majeure Event occurs in relation to either Party that affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other Party as to the nature and extent of the circumstances in question. Neither Party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance of that obligation is due to any Force Majeure Event of which it has notified the other Party and the time for performance shall be extended accordingly.

If the performance by either Party of any of its obligations under this Agreement is prevented or delayed by a Force Majeure Event for a continuous period in excess of 30 (thirty) days, the other Party shall be entitled to terminate this Agreement by giving written notice to the Party so affected,

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whereupon all money due up to the point of termination under this Agreement shall be paid immediately, and in particular You shall pay to LAH all arrears of payment.

LAH will not be liable for any failure or delay in providing this Application, or any non-achievement of Service Level Targets, to the extent such failure or delay or nonachievement is the direct or indirect result of any act or omission by You or the failure of

You to comply with any of its responsibilities and obligations under this Agreement. LAH will not be liable for Service Level Target failures resulting from: a. power outages; b. a failure of Third Party supplied equipment and/or services; and/or maintenance of such equipment or services; c. errors caused by You or its end users; and d. a Force Majeure Event.

Limitations on Liability

Other than in respect of its liability for death, personal injury, damage to tangible property, or claims for breach of Third Party Intellectual Property Rights, LAH's aggregate liability, whether arising from breach of agreement, negligence or any other tort, breach of warranty under and indemnity or statute, in equity or otherwise is limited to an amount equal to the annual Service Charges paid by You at the date such liability is proven to have arisen.

If LAH admits a liability to You for a claim for a breach of this Agreement and you elected not to, (or has no right to) terminate this Agreement on the grounds of the breach, LAH may, at its option, elect to apply the whole or part of any amount agreed to be paid to you as the result of such breach as a credit to future Service Charges payable by you.

LAH has no liability to you for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, revenues, profits, goodwill, bargain, opportunities or anticipated savings, whether arising from breach of agreement, negligence or any other tort, in equity or under an indemnity, warranty or otherwise, whether or not LAH was aware of the possibility of such loss or damage.

To the fullest extent permitted by Law, the Parties agree to exclude all express or implied warranties, representations, statements, terms and conditions relating to LAH or the provision of this Application under these terms, not expressly set out in these terms, are excluded from the agreement between the Parties.

LAH will not be liable for any failure or delay in providing this Application where such failure or delay is the direct or indirect result of any action by or the failure of you to comply with this Agreement.

Disclaimers

LAH makes no warranty or representation that this Application will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of this Application.

No part of this Application is intended to constitute advice and the Content of this Application should not be relied upon when making any decisions or taking any action of any kind.

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Availability of this Application

This Application is provided “as is” and on an “as available” basis. We give no warranty that this Application will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

LAH accepts no liability for any disruption or non-availability of this Application resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

Severance

Any provision or the application of any provision of this Agreement, which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Law and Jurisdiction

These terms and conditions and the relationship between you and LAH shall be governed by and construed in accordance with the Law of Poland and LAH and you agree to submit to the exclusive jurisdiction of the Courts of Poland.