REGULATIONS ON THE PROVISION OF Software on Demand SERVICES BY Datacomp IT Sp. z o.o.

§ 1 General Provisions

These regulations, hereinafter referred to as the "Regulations," set forth the principles, scope and conditions of the provision of the Software on Demand Service by Datacomp IT Sp. z o.o., ul. Gen. Henryka Dąbrowskiego 24, 30-532 Kraków, registered at the District Court for Kraków Śródmieście in Kraków, 11th Economic Division of Krajowy Rejestr Sądowy (KRS, National Court Register), under the KRS No. 0000193067, share capital: PLN 110,000.00, fully paid-up, NIP (Tax Identification Number) 676-007-79-45, REGON (Statistical Number) 003900023.

1. The expressions used in these Regulations have the following meaning:

Fee
> fee for ensuring the possibility to use the Software on Demand Service via the Internet,

User
> entity being a party to the Contract for the Provision of Services concluded with Datacomp IT Sp. z o.o.

Price List/ Price Lists
> list of Services and prices for the Services provided by Datacomp IT Sp. z o.o., and other fees and amounts due, together with the principles for their calculation,

Use Period/ Settlement Period
> contractual period for which settlements are made for the Services provided by Datacomp IT Sp. z o.o. and the Invoice for Services is issued,

Service Provider/ Provider
> Datacomp IT Spółka z Ograniczoną Odpowiedzialnością (limited liability company) providing the Services in accordance with legal requirements,

Invoice
> document confirming the payment of fee for the Services by the User,

Regulations
> these regulations on the provision of the Software on Demand Service by the Service Provider which form an integral part of the contract,

Contract
> contract for the provision of the Software on Demand Service by the Service Provider on the basis of which the Service Provider shall provide the service and the User shall observe the conditions specified in the contents of the contract; the following shall be integral parts of the contract:
> Regulations, price lists and special offer terms and conditions related to the provision of services used by the User that are set forth, for example, in the special offer regulations,

Service/ Services
> Services provided by Datacomp IT Sp. z o.o. to the User, as set forth in § 1 of the Contract for the provision of Services by Datacomp IT Sp. z o.o., in line with the principles and within the scope specified in the Regulations and Price List/ Price Lists,

Application
> Computer software available for download and launch from the store-datacomp.eu website as part of the Software on Demand Service,

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Software on Demand Service or Service

service which involves sharing software via the Internet directly on the User's computer in a safe and authorised way, and as a part of which the Service Provider provides the User with paid possibility to access and use individual Applications. The User pays for the purchased period of using a given Application according to the current use prices for individual Applications specified at the http://store-datacomp.eu website,

Force Majeure

means an external event which is beyond the Provider's control, which prevents the performance of obligations under the Contract and which could not have been anticipated and avoided despite exercising utmost care on the part of the Provider, particularly such events as: war, riots (social unrest), earthquake, flood, fire, explosion, administrative decision that is beyond the Provider's control,

Software Activation

first launch of Software on Demand (Application).

2. The provisions of separate regulations, particularly special offer regulations, that are different than the provisions included in these Regulations shall take precedence over the provisions of the Regulations.

§ 2 Terms and Conditions for the Provision of Service and Scope of Maintenance Services

1. The provision of Software on Demand Services does not require previous conclusion of any other separate contract for the provision of Software on Demand Service with the Provider.

2. The Software on Demand Service encompasses:

   a) providing the User with individual account in the store-datacomp.eu store which is comprised of the User name (login) in the form of their email address (e.g. Jan.Kowalski@domain.pl) and password which is a sequence of at least 5 (five) alphanumerical characters selected by the User,
   b) granting the User with necessary authorisations to access and launch Applications compliant with the purchased Software on Demand Service.

3. To use the Service the User must have Internet access, operating system: Microsoft Windows XP or higher, and Internet browser.

4. Detailed parameters, options, type and characteristics of individual Applications, mode of placing orders and prices are available at http://store-datacomp.eu.

5. The account and correspondence security techniques used by the Service Provider are to ensure top level security. The Service Provider guarantees the confidentiality of stored and sent information in line with the level of security for the applied solutions.

6. If the User reports any technical problems related to the use of Applications under the Service, the Service Provider will promptly start the repair works. The Service Provider has the right to check the technical aspects of account operation and perform all repair actions necessary to solve the problems that have occurred.

7. The Service Provider reserves the right to:

    a) Periodically suspend the provision of service in order to conduct system modernisation and maintenance works after previously informing the Users about this fact on the http://store-datacomp.eu website. The period of conducting such works is not included in the time of service unavailability referred to in § 4,
    b) Send technical messages to the User accounts in relation to the operation of the service,
    c) Send information about current offers of the Service Provider and its partners to the User account, provided that the user has consented to this in the registration form.

§ 3 Liability

1. The Service Provider shall not be liable for:

    a) information that is processed as part of the Service by the User and damage suffered by the User due to incorrect saving or readout of such information,
    b) any damage suffered by the User arising from the impossibility of using the Service or the fact that the operation of the service meets the requirements of the User and that the Service is free of faults,
    c) consequences of any third parties gaining access to the User's password, regardless of the cause of such event (e.g. making the password available to a third party by the User, hacking the password by a third party),
    d) making the password and data available to authorised persons on the basis of relevant provisions of the law,
    e) unlawful actions of third parties that involve interference with the User's computer system, particularly hacking and computer viruses,
    f) securing data and software used by the User located on the terminal (computer) and devices connected to it,
    g) damage arising from the fact that the User does not use security measures for their data and software on the terminal (computer) and devices connected to it.

2. The User shall be obliged:

    a) not to undertake any actions causing disturbances in the operation of the technical infrastructure (Data Centre) of the Provider,
    b) to use the Service in compliance with the applicable law and Regulations,
    c) to protect the data processed by the User by archiving and making backup copies,
    d) not to use the Service contrary to the law or the Regulations, or in order to act to the detriment of the Service Provider or third parties,
    e) not to make the Service available to other entities without the consent of the Service Provider in order to earn economic gains for themselves or a third party,
    f) not to use the services in a way that infringes on the interests of other groups of Users, good manners or market practices, and not to engage in acts of unfair competition,
    g) to cooperate upon the call of the Service Provider in order to remove the consequences of actions or events described above.

3. The Service Provider does not guarantee the data transmission capacity and their security in a situation when such data leave the technical infrastructure of the Service Provider (Data Centre).

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4. The Service Provider represents that it has obtained the necessary license rights from the software manufacturers to be able to offer the Users the software under the Software on Demand Service.

5. The Provider shall not be liable for the consequences of the use or the impossibility of use of the Software on Demand Service.

§ 4 Quality Guarantee

1. The Service Provider shall make every effort to ensure proper operation of the Software on Demand Service and protection of data on the Software on Demand Service servers.

2. The Service Provider guarantees the availability of the Software on Demand Service at the rate of 99.0% on a 24/7 basis. The service availability is determined in relation to a given calendar month.

3. If the service availability is lower than 99.0%, the Service Provider shall reduce the Fee, proportionally to the time of unavailability, in the next (second) Settlement Period after the Settlement Period following the Settlement Period in which the reduced service availability has occurred, where the availability ratio is calculated for a calendar month. If it is impossible to reduce the Fee, the Service Provider shall reimburse the User with the relevant part of the Fee by issuing a correcting invoice to the Invoice for the Settlement Period in which the availability has been reduced.

4. The unavailability caused by events being beyond reasonable control of Datacomp, including attacks like DoS (Denial of Service) and other similar attacks, DNS resolution, Internet availability for the User, SYN attacks and other events, or Force Majeure events shall not be included in the calculated time of Service availability.

5. The Service Provider shall not be liable for any lost benefits caused by failure to meet the quality guarantee.

6. Apart from the proper correction of the Fee in line with sections 3 and 4 of this article, the Service Provider shall not bear any liability towards the User for the temporary unavailability of the Service.

§ 5 Conclusion of the Contract

The Contract is concluded with the entity which fills in the registration form and pays the relevant Fee for the Software on Demand Service.

§ 6 Causes of Refusal to Conclude the Contract

1. The Provider has the right to refuse the conclusion of the Contract if there is no technical possibility to perform the service.

§ 7 Term of the Contract

The Contract may be concluded for a definite period of time in line with the Price List.

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§ 8 Withdrawal from the Contract

1. Pursuant to Article 27 of the Act of 30 May 2014 on the Consumer Rights (Dz.U. [Journal of Laws] of 24 June 2014, item 827), the User who concludes a distance contract may withdraw from the contract within 14 days, without stating the reason and without bearing any costs.

2. The withdrawal period starts upon the date of conclusion of the Contract.

3. In order to exercise the right to withdraw from the contract, the User should inform the Provider about their decision to withdraw from the contract by way of unequivocal declaration of withdrawal from the contract. The User may use the model contract withdrawal form [the form is enclosed below the contents of the regulations]. It is not obligatory to use the model form.

4. The withdrawal from the contract may refer to all Services under an order or any part thereof.

6. In order to meet the withdrawal period, it is sufficient to send the declaration before the lapse of the withdrawal period.

7. The Provider enables one to submit the declaration of withdrawal from the contract by electronic means, by sending the scanned declaration to the email address: datacomp@datacomp.pl. The declaration of withdrawal from the contract may also be sent by regular mail to the following address: Datacomp IT Sp. z o.o., ul. Gen. Henryka Dąbrowskiego 24, 30-532 Kraków, with recommended annotation: "withdrawal from the contract." The Provider shall promptly send the User the confirmation of receipt of the declaration of withdrawal from the contract via email.

8. In case of withdrawal from the contract in the mode described above, the contract shall be considered as not concluded.

9. The Provider shall reimburse the User with all payments made by the User, including the costs of service delivery to the User, promptly, that is not later than within 14 days from the data of receipt of the User's declaration of withdrawal from the contract and the return of the goods. The Provider may suspend the reimbursement of payments received from the User until it receives the item back or until the User provides the proof of its shipment, whichever is earlier.

10. The User shall cover all the direct costs of the return of item associated with the withdrawal from the contract, that is costs of packaging, security and postage.

11. The Provider reimburses the payments with the same mode of payment as was used by the User.

12. The User **shall not be entitled** to withdraw from the contract if (i) **the Application has been launched,** (ii) the software activation codes (if issued) have been used.

§ 9 Termination of the Contract

The Contract for the provision of services shall expire in the following cases:

a) with the lapse of the period for which it is concluded;
b) if it is technically impossible to provide the service;
c) if the Software is not activated within 60 days, starting from the date of purchase of subscription, that is from the date of invoice issuance.

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§ 10 Changes in the Contract

Any changes in the services provided under the Contract shall be introduced upon submitting of relevant request by the User to the Provider in writing or in any other form specified by DATACOMP with the use of electronic communication means.

§ 11 Restrictions in the Provision of Services

The Provider shall have the right to promptly block the possibility of initiating services by the User or suspend the provision of all services under any and all contracts for the provision of services concluded with the User, or terminate any and all contracts for the provision of services concluded with the User with immediate effect, if the User violates any of the obligations specified in § 3 section 2.

§ 12 Fees for the Services

1. The scope of Software on Demand Services provided by the Provider, together with the amounts of Fees for such provision, components of the Fees and principles of their calculation, is determined in the Price List.

2. The Price List is available at the Provider's website and at: https://store-datacomp.eu/BIMestiMate/Home/Pricing.

3. The Fee is collected upfront for a period from the launch of the relevant User account from the Provider till disconnection as a result of termination, expiry or change of the Contract leading to the discontinuation of the provision of services.

4. The period for which the Software on Demand Service is purchased starts from the moment of first use of the Application.

§ 13 Invoices

1. The paid Fees for Services are specified in the Invoice issued by the Provider. The Provider is not obliged to issue the invoices, when it is not required by the provisions of the law.

2. In the Invoice, the Provider specifies the settlement period to which it pertains.

3. The data of the provided Services are registered. Upon the User's request, the Provider prepares a detailed list of services in line with the principles set forth in the Price List.

4. The invoices are issued and delivered in the electronic form to the email address of the User.

5. If the Provider fails to deliver the Invoice, the User should promptly notify the User Service Department of the Provider to obtain a relevant document.

§ 14 Principles for Fee Calculation

1. The Provider reserves the right to introduce methods of informing Users about Fees and manners of their calculation other than those in the Price List. The fees and manners of their calculation other than those specified in the Price List refer to special offers and are determined in the special offer regulations.

2. The Fee is collected upfront for the Settlement Period.

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§ 15 Payments

1. The payments for the services are made with the use of electronic payment channels.

2. The service is launched upon the registration of crediting the Provider's account with the payment.

§ 16 Principles for Submitting and Examining Complaints

1. The User may submit a complaint with regard to non-performance or improper performance of the Contract:

   a) via email to the address: datacomp@datacomp.pl,
   b) via fax to the number: 124129977,
   c) in writing to the address: Datacomp IT Sp. z o.o., 30-532 Kraków, ul. Gen. Henryka Dąbrowskiego 24.

2. The complaint should include the following information:

   - full name (name) and residential address (address of the registered office) of the User,

   - subject of complaint with the indication of the type of non-performed or improperly performed service, settlement period to which the complaint pertains and circumstances justifying the complaint,

   - specification of the amount of compensation or other amount due – if the claimant demands their payment,

   - bank account number or address to pay compensation or other amount due, or request for setting them off against any future payments,

   - date and signature of the claimant if the complaint is submitted in writing or orally for the record.

3. If the submitted complaint does not include the information listed in letters a), b), d) or e) and the Provider deems such information necessary for its proper examination, the User shall be promptly called upon to supplement it within 7 days from receiving the call. The call should specify the scope of supplement. If the supplement to the complaint is not submitted within the set period of time, the complaint shall not be examined, and the User should be informed about this fact in the call.

4. The complaint may be submitted within 30 days from the last day of the completed Settlement Period. The complaint submitted after the lapse of this deadline shall not be examined, and the Provider shall promptly inform the claimant about this fact.

6. The Provider shall confirm the submitting of complaint within 14 days, in writing, via email, unless the response is given within 14 days.

7. The Provider shall respond to the submitted complaint in writing within 30 days from the date of submitting. If the complaint is not examined within this period, it shall be deemed as accepted.

8. The response to the complaint should include:

   a) decision stating the acceptance or rejection of the complaint,

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b) if compensation is granted, specification of the amount and deadline for its payment,

c) if another amount due is to be reimbursed, specification of the amount and deadline for its payment,

d) caution on the exhaustion of the complaint proceedings and the right to lay claims in court,

e) signature of an authorised employee representing the Provider, with the indication of their position.

10. If the complaint is rejected in full or in part, the response to the complaint should additionally include the factual and legal substantiation.

11. If the complaint is accepted, the Provider is obliged to reimburse the User with the unduly collected Fees. The unduly collected Fees are to be reimbursed by setting off the amounts due to the User as a result of accepted complaint:

- against the future amounts due if there are no instructions from the User as set forth in letter b),
- to the bank account, upon written request of the User.

§ 17 Personal Data

1. The Data Controller is Datacomp IT Sp. z o.o., 30-532 Kraków, ul. Gen. Henryka Dąbrowskiego 24, entered to the Register of Entrepreneurs of Krajowy Rejestr Sądowy (KRS, National Court Register) kept by the District Court for Kraków-Śródmieście, 11th Economic Division of KRS, under the KRS No. 0000193067, NIP (Tax Identification Number): 676-007-79-45, REGON (Statistical Number): 003900023, share capital of PLN 110,000.00, fully paid up.

2. The personal data are protected in accordance with the Act of 29 August 1997 on Personal Data Protection (Dz.U. [Journal of Laws] No. 133, item 883) in a way that prevents any third parties from accessing them. Pursuant to the above-mentioned Act, the User has the right to access their personal data, modify them and demand that they are erased.

3. When placing an order or registering at store-datacomp.eu, the User provides the following personal data: first name and last name, address, email address and phone number. These data may be processed by the Provider only for the execution of the User's order, e.g. for providing the User with information about the status of the order or obtaining the User's opinion on their satisfaction with the executed order.

4. If the right to withdraw from the contract is exercised, the User may provide the bank account number for the return of the funds.

5. In a separate statement available at: store-datacomp.eu, the User may give their consent to the processing of such data for other purposes other than those related to the execution of the order, including marketing or sending the newsletter of the Provider.

6. Detailed provisions on the protection of personal data of the User are available at the store-datacomp.eu website dedicated to privacy policy: http://www.datacomp.com.pl/polityka-prywatnosci/.

§ 18 Final Provisions

1. Any information about violation of these Regulations by the User of the Software on Demand Service should be sent to the following address: datacomp@datacomp.com.pl.

2. For matters not provided for in these Regulations, there shall apply the provisions of the Act on the Electronic Provision of Services of 18 July 2002 (Dz. U. [Journal of Laws] of 2002, No. 144, item 1204, as amended), the Act of 30 May 2014 on Consumer Rights (Dz.U. [Journal of Laws] of 24 June 2014, item 827), the Act on the Protection of Some Services

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Provided Electronically based on Conditional Access of 5 July 2002 (Dz. U. [Journal of Laws] of 2002, No. 126, item 1068, as amended), the Act on Personal Data Protection of 29 August 1997 (uniform text: Dz. U. [Journal of Laws] of 2002, No. 101, item 926, as amended) and the Civil Code.

3. Any disputes between the Parties shall be settled by the common court proper for the registered office of the Provider.

The Regulations enter into force on 14 June 2016.

Model withdrawal from the contract

....
Place, date

Full name of the consumer:

....

Address of the consumer:

....

....

Email address:

....

Telephone No.:

....

Number of order:

....

Date of order collection:

....

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(annotation: withdrawal from the contract)

Declaration
of withdrawal from the distance contract

I/We (*)...hereby inform you about my/our (*) withdrawal from the contract for the sale of the following services(*):

....

....

Bank account number for the reimbursement of funds [1]

....

account holder

....

....
Signature of the consumer(s)

1) If different from the bank account from which payment was made.