Livespace Terms of Service

§1 SUBJECT MATTER OF THESE TERMS OF SERVICE

1. These Terms of Service define the conditions of use and functioning of the Livespace service, as well as the rights and obligations of Users, obligations and the scope of responsibility of the Service Provider of the Livespace internet-based service.

2. Provisions of these Terms of Service constitute terms of service provision for a service provided by electronic means as per art. 8 section 1 item 1 of the Act of July 18, 2002 on provision of services by electronic means (Journal of Laws of 2002, No. 144, item 1204, with later changes), by Livespace S.A., with its registered seat in 17/38 Tadeusza Rejtana St., 02-516 Warsaw, registered within the National Court Register under KRS#: 0001146367.

§2 DEFINITIONS

The following definitions have been compiled for the purpose of these Terms of Service :

1. Terms of Service - these "Livespace Terms of Service" regulating the use of the Livespace service by the Ordering Party and the User of the Service.

2. Service Provider - Livespace S.A. with its registered seat in Warsaw (02-516), in 17/38 Tadeusza Rejtana St., entered into the National Court Register maintained by the Regional Court for the Capital City of Warsaw in Warsaw, 8th Commercial Division of the National Court Register, under KRS#: 0001146367, with VAT#: 5213568709; REGON#: 142447001, and with a share capital of 141 000.00 PLN.

3. Ordering Party - the entity which orders provision of the Service.

4. Service - access to the Livespace Application, provided to the Ordering Party on the basis of the terms and conditions defined within these Terms of Service.

5. Application - a software application installed on the servers of the Service Provider, made available through a web browser following user authentication with the use of a username and a password under the web address assigned to the Ordering Party.

6. Instance - individual access to the Application arranged for the Ordering Party, which includes a separate database managed with the use of the Application and a set of configuration settings. The Instance is available under a unique internet address selected by the Ordering Party from the pool of available addresses. Within one Instance the Application may be used by many Users, who are granted individual access by the Ordering Party.

7. User - a person in possession of an individual username and password which allow them to use the Application.

8. Seat - a measurement unit within the system which is the basis for charging fees, having an expiry date resulting from the duration of test periods or extended periods of access, which may be assigned a User Account.

9. Administrator - a User with the highest possible level of user rights for the given Instance, one who has set up this Instance, or one who had this highest level of user rights assigned to them.

10. Username - created by the User, individual and unique marking of the User, in the form of an e-mail address, used to gain access to the Service.

11. Password - a string of characters created by the user, used to secure access to the Service.

12. User Account - Individual access of the given User to the Application, defined by their Username, Password, level of user rights and possibly having an expiry date, that is a date after which Access to the application for the given User will be blocked or limited, resulting from the expiry date of the Seat to which their User Account is assigned.

13. Internet Browser - a software application installed on the devices of the Ordering Party with the purpose of communicating with the Service.

14. Agreement - the agreement between the Service Provider and the Ordering Party, based on which the Service Provider is obliged to provide the Service, and the Ordering Party is required to make payments of the fee for using the Service.

15. Settlement period - the period of one full calendar month.

16. Period of extension - the period for which the Ordering Party extended the validity of the Service by making a proper payment.

17. Registration Form - a form used to register for using the Service by the Ordering Party, available through the www.livespace.io website.

18. Package - the selected variant of the Application, which influences the price of the Service, its functions and possible limitations, defined in detail on the www.livespace.io website.

19. Server Infrastructure - the technical environment maintained and administered by the Service Provider, where the Application is operating. It includes such elements as servers, operating systems and devices which maintain the required power supply.

§3 TECHNICAL REQUIREMENTS

1. Using the Service is possible with the use of a device with access to the internet and an internet Browser, version and type of which is included in the list of supported internet browsers.

2. The Ordering Party is obliged to provide its Users with a device mentioned above, access to the internet and the proper version of the internet browser on their own account.

3. The Service has been adapted to properly operate with the use of the following Internet Browsers: Internet Explorer version 11.0 or higher, Microsoft Edge version 15, Firefox version 53 or higher, Chrome version 58 or higher, Opera version 45 or higher and Safari version 10 or higher.

§4 RIGHTS AND OBLIGATIONS OF THE ORDERING PARTY

1. The Ordering Party is obliged to provide genuine information in the process of registration.

2. The Ordering Party has the right to take advantage of free technical support for using the Application through the electronic mail via support@livespace.io and of additional forms of technical assistance, depending on the selected Package.

3. The Ordering Party and Users of the Application are obliged not to upload any content which is forbidden by the provisions of the law, particularly any content which promotes violence, libel, or violates personal rights or legal rights of any third persons.

4. The Ordering Party and Users are obliged to use the Service in compliance with the provisions of these Terms of Service.

5. The Ordering Party is obliged to make timely payments of fees for using the Service.

6. The Ordering Party has the right to use the Service for free throughout the duration of the 14-day free trial, during which they may use the Service in compliance with these Terms of Service, without making any payments. The free trial period may be extended due to seasonal promotional offers, special offers, or individual agreements between the Ordering Party and the Service Provider.

7. If the Ordering Party does not make sufficient payment for provision of the service in accordance with the terms defined within the selected Package within the duration of the trial period, it is assumed that they shall cease using the Service at the end of the trial period and the Service Provider has the right to permanently remove their account, along with all data and backups, and return the internet address under which the Application was made available to the Ordering Party to the pool of available addresses.

8. The Service Provider may use the Ordering Party's logo and name for marketing purposes to place them within a list of references to be found on the Service Provider's website, and the Ordering Party agrees for those items to be used for this purpose. The Ordering Party has the right to oppose to the use of their logo and/or company name for the purpose mentioned above by electronic mail to the address of the Service Provider.

9. Payment of the fee by the Ordering Party takes place on the basis of a service extension order made by the Ordering Party for the validity of their ordered Seats. Upon requesting the extension, the Ordering Party makes payment for all the Seats that have not been removed, for the selected Period of Extension.

10. Extension Period for the given Seat is calculated from the day following the last day the Seat was valid to the end of the month indicated in the extension order for the Seats, or in case when the given Seat expired more than 14 days prior to the order, from the day the extension order is being placed, Extension Period is calculated from the day of placing the order until the end of the month indicated in the account extension order.

11. The fee for extending the validity of the account is calculated on the basis of the Livespace service price list, which is available on www.livespace.io.

12. The fee for extending the validity of the account includes the number of Seats, duration of the Extension Period and possible discounts related to ongoing free trials, the validity of particular Seats resulting from previous extensions, rebates resulting from upfront payments for at least six consecutive Settlement Periods or discount codes. Calculation of the final fee may differ between particular Seats, which may have different values and may be granted different discounts. The amount due is the total sum of charges for all Seats.

13. If online payment is chosen, the payments are handled by Stripe Payments Europe, Limited, based in Ireland , 1 Grand Canal Street Lower, Dublin 2, VAT no. IE 3206488LH.

14. In case the Ordering Party takes advantage of the Livespace API they are obliged to use the API in compliance with the law, provisions of these Terms of Service, API documentation made available on www.livespace.io and API related instructions provided by the Service Provider. By using the API, the Ordering Party can download, add, remove and edit the data included in the Application, bearing full responsibility for conducting those activities on their own. In case the API is found to be misused, including any form of use which generates unnecessary or excessive server load, the Ordering Party is obliged to implement proper modifications in the way the API is used, in accordance to the recommendations of the Service Provider. Lack of appropriate adjustments regardless of appropriate notices received via electronic mail may result in limiting or blocking the ability to use API by the Ordering Party.

§5 RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider is obliged to provide the Service with the highest degree of professional care and in compliance with the standards defined herein.

2. The Service Provider does not bear any responsibility for the consequences of the Ordering Party disclosing usernames and passwords to any third parties.

3. The Service Provider does not bear any responsibility for the Service being provided improperly as result of:

    3.1. non-fulfillment of the Technical Requirements necessary for the use of the Application,

    3.2. any activity of third persons,

    3.3. any causes which are beyond the control of the Ordering Party.

4. The Service Provider has the right to suspend the provision of the Service while keeping the data on their server in case of a lack of payment of the fees by the Ordering Party.

5. In case of a lack of payment by the Ordering Party for a period exceeding 30 days from the day the account expired the Agreement is deemed dissolved, and the Service Provider has the right to permanently remove the account along with all related data and backups, and to return the internet address, under which the Application was made available to the Ordering Party, to the pool of available addresses.

6. The Service Provider does not bear any responsibility for any malfunction of the Application if it results from improper use of the Application by the Ordering Party.

7. The Service Provider does not bear any responsibility for loss of profit or any indirect damages.

8. The Service provider bears the right to suspend or limit access to the Service and the API in the case when they are being used in a way which violates these Terms of Service.

§6 TECHNICAL PARAMETERS OF THE SERVICE

1. The service provider provides the Ordering Party with the ability to use the Service in accordance with the parameters described on the www.livespace.io website.

2. In case the limits available for the given Package are exceeded, the possibility to use the service will be limited, in the scope in which further use of the application, would mean the limits would be further exceeded. In case of using a Package, in which limits are shared between different Seats, the Ordering party can increase the value of particular limitations by increasing the number of Seats used within the Application.

3. The Ordering Party shall be informed about the fact of exceeding limits via e-mail, to the address of the Ordering Party, or by an appropriate message within the Application.

4. The Service Provider shall ensure availability of the Service at the level of no less than 99,2% of monthly uptime.

5. The uptime level indicated in paragraph 6 item 4 does not apply in case of:

    5.1. Any Server Infrastructure malfunction resulting from force majeure. Force majeure is understood as any accidental or natural (related to the occurrence of natural elements) event which could not be avoided or controlled by the Service Provider.

    5.2. Any failures in access to the service resulting from planned maintenance work or any Server Infrastructure development work, under the condition, that the Ordering Party is given at least a 48 notice of such work along with information on when the work shall end.

6. The Service Provider reserves the right to implement changes within the Application, including modifications, implementation of additional features, changes to the layout of the application and the way particular elements of the application function, with the reservation, that the changes which are being implemented will not cause the possibilities of the Application from the perspective of the Ordering Party to decrease in comparison to the possibilities which it provided on the day of signing the Agreement.

§7 DATA SECURITY

1. The Service Provider shall use best efforts necessary to securely store and archive data which is kept in the Application by the ordering Party.

2. The Service Provider shall make sure that access to the Application is only possible through an encrypted SSL connection, authorised with a proper certificate.

3. All data which is entered directly into the system, through API, or downloaded through available integrations (including e-mail) is stored on Server Infrastructure located within the boundaries of the European Economic Area.

4. In case the Ordering Party takes advantage of integrations with external file storage systems (e.g. Dropbox) or an e-mail message appendix storage system, files are not physically stored on the Service Provider's Server Infrastructure, instead, the only information which is stored is the data which allows for those files to be downloaded from external sources.

5. Backup copies of data are created at least once every 24 hours, archived on independent Server Infrastructure and maintained for a period of no less than 7 days from the day of creating the backup.

§ 8 ORDERING AND PROVIDING THE SERVICE

1. The Agreement between the Ordering Party and the Service Provider, as well as the Data Processing Agreement, which constitutes an Appendix to these Terms of Service, are concluded the moment the Ordering Party completes and confirms the Registration Form which results in setting up an account within the Application. Creating the account within the Application by the Ordering Party constitutes a statement of will to enter into an agreement with the Service provider in accordance with the provisions of these Terms of Service.

2. The scope of the provided Service and price of the Service depend on the number of Seats and the selected package which defines the chosen variant of the application, in accordance with the current price lists available on www.livespace.io.

3. A VAT invoice for using the Service shall be issued after the due fee is paid.

4. Upon the request of the Ordering Party, a proforma invoice may be issued to provide a formal basis for making the payment.

5. The Ordering Party agrees for VAT invoices to be issued by the Service Provider in electronic form and sent via electronic mail to the e-mail address indicated by the Ordering Party.

6. Following the Settlement Period for which fees have been paid payment is required in accordance with the current price list available on www.livespace.io for the Service to be extended for another Settlement Period.

7. In case the Service remains unused by the Ordering Party the fees are not to be returned.

§ 9 COMPLAINTS AND TERMINATION OF THE AGREEMENT

1. In case when the Service is not being provided according to the provisions of these Terms of Service, the Ordering Party has the rights to file a complaint.

2. The complaint should be submitted via electronic mail via support@livespace.io or by mail, to the seat of the Service Provider and include a description of all objections.

3. The complaint should include information regarding the address where the Application is being used, details of the entity filing the complaint, their Username within the system, the time when the problem occurred and a detailed description of the problem

4. If as result of the failure which the complaint is regarding the Ordering Party could not use the Service under the provisions of these Terms of Service, discounts and free periods of use can be granted to the Ordering Party in compensation. Investigations related to complaints shall not result in any financial compensation.

5. Lack of payment by the Ordering Party for a consecutive Settlement Period after each full Settlement Period is equivalent to terminating the Agreement. In case the fee is paid as the consecutive Settlement Period begins the Agreement remains in force until the end of that Settlement Period.

6. In case the fee for the use of the Service is reduced, resulting from a long-term commitment amounting to multiple Settlement Periods, the Agreement remains in force until the end of all Settlement Periods included in the agreement which led to the reduced fee.

7. A possibility exists to end access to the Application and terminate the Agreement before the end of a Settlement Period upon an explicit request of the Ordering Party, which shall not result in any refund of any previously paid fees.

§ 10 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The Service Provider declares that they are entitled to provide the Service.

2. The graphic design, solutions used within, content layout and the concept of the functioning of the Application, constitute work as per the Act of February 4, 1994, on Copyrights and Related Rights, and as such, are protected by the provisions of the law.

3. Using the Application by the Ordering Party or any other parties does not mean that those individuals obtain any rights to any intangible property rights to any of the work made available to them.

4. It is prohibited to copy, modify or distribute the Application in full or in part, modify or use it in any other way than defined within the Terms of Service, without a written consent of the Service Provider.

§ 11 RESPONSE PROCEDURES TO ANY REQUESTS FROM THE ORDERING PARTY

1. The Service Provider reserves the right to interfere with the structure of the data, settings of the application and user rights, as long as they are executing orders submitted by the Ordering Party or if those activities are required for proper functioning of the Application and will not cause loss of data.

2. Any support request regarding using the Application, including any notifications of improper functioning of the application, may be submitted by the Ordering Party via electronic mail, with the use of the e-mail address which constitutes Username within the Livespace system, via support@livespace.io, as well as through the online chat available after logging into the Application, or by telephone, if the package selected by the Ordering Party provides for those forms of technical support.

3. The Service Provider assumes that any request submitted by email or online chat by an authenticated User is in fact submitted by that individual. The Service Provider does not take any responsibility for the possibility of communicating through the online chat or e-mail address being shared with any third persons, who as result pretend to represent the Ordering Party legitimately.

4. Requests related to changes of account expiry dates, granting or limiting User rights, any payment corrections, allowing access to Livespace, changes of usernames or data exports require submission in the form of an email to support@livespace.io. This type of request must be sent by a person who is the Administrator of the Account, whose Account was not removed and is valid, or has not expired more than 14 days before the request is submitted, from the email address which is their Username for the Livespace Application.

5. In case of a lack of possibility of submitting such request by the Administrator the range of changes indicated in § 11 item 4 may be performed after a scan of a written order for those changes to be made, signed by a person authorised to represent the Ordering Party, is submitted. In case of any doubts regarding the intentions of the ordered changes or any other reservations, the Service Provider reserves the right to demand the original written order for those changes be delivered before they are implemented. The Service Provider and the Ordering Party agree that a scan delivered by electronic means is sufficient and the Service Provider bears no responsibility for the consequences of implementing such changes.

6. Regaining access to an Account which was blocked as result of using an incorrect password, may take place using a telephone, via chat or by request in the form of an email. It requires an indication of the address of the Instance and the Username of the blocked User.

7. The Service Provider is not obliged to implement any of the submitted changes, particularly any changes regarding the Application or data entered into the application. In agreed circumstances, the Service Provider may suggest the implementation of particular changes for a fee, on the basis of an individually prepared price estimate or within the support provided in relation to the package selected by the Ordering Party.

§ 12 FINAL PROVISIONS

1. These Terms of Service are made available on www.livespace.io. The Service Provider reserves the right to change the Terms of Service, particularly when an update to the Application requires such change or other modifications to the Service or the provisions of the law.

2. In case of any changes to these Terms of Service, the Ordering Party shall be informed of such changes immediately, no later than 7 days before the changes are implemented, by posting the updated Terms of Service on the Livespace website in a form which will allow for them to be stored on a storage device and by appropriate information being conveyed to the Ordering party by at least one of the three methods listed below:
    *   The information being sent via electronic mail to the Administrator's of the Account address,

- The information being presented within the Application,
- Information of a necessity for the new version of Terms of Service to be accepted at the time when account validity is being extended.

3. Any changes to these Terms of Service gain force on the day they are published on the www.livespace.io website, with the reservation of § 12 item 2. Using the service is equivalent to accepting these Terms of Service.