

Terms and conditions of provision of access to the Livespace service

§ 1 SUBJECT OF TERMS AND CONDITIONS

1. These terms and conditions determine the conditions of use and functioning of Livespace service as well as rights and obligations of users and duties and scope of responsibility of the Service Provider of the online Livespace service.
2. The provisions contained in the Terms and Conditions of provision of access to the Livespace constitute the Terms and Conditions of services provided electronically as defined by Article 8 (1) (1) of the Act of 18 July 2002 on electronic services (Journal of Laws of 2002, no. 144, item 1204 as amended), consolidated text of 15.10.2013 (Journal of Laws of 2013, item 1422) by the company Livespace Sp. z o.o., ul. Rosoła 58 /79, 02-786 Warsaw, entered in the National Court Register under number KRS 0000358766.

§ 2 DEFINITIONS

For the purpose of these Terms and Conditions, the following definitions have been specified:

1. Terms and Conditions - these "Terms and conditions of provision of access to the Livespace service" specifying the principles of the Service User's use of Livespace service provided by the Service Provider.
2. Service Provider - the company Livespace Sp. z o.o., ul. Rosoła 58 /79, 02-786 Warsaw, entered in the National Court Register under number KRS 0000358766.
3. Service User - the entity commissioning the Service Provider to provide the Service.
4. Service – access to the Application called Livespace, provided to the Service User on the terms specified by these Terms and Conditions.
5. Application – software installed on servers of the Service Provider, shared with the Service User via a web browser, available after logging in with the use of login and password at the URL address assigned to the Service User.
6. Instance – an individual access to the Application for the Service User, consisting of a separate database managed by means of the Application and a set of configuration settings. The instance is available at a unique URL address selected by the Service User from the pool of available addresses. Under one instance, the Application may be accessed by many Users, via the access assigned to them by the Service User.
7. User - a person having an individual login and password allowing use of the Application.
8. Administrator – the User holding the highest possible level of rights in a given Instance, being the User who established Instances or the User whom these rights were assigned to.
9. Login - individual and unique designation of the User, created by the User, having the form of an e-mail address, used when accessing the Service.
10. Password - sequence of characters created by the User, used to protect the access to the Service.
11. User's account – an individual access of a given User to the Application, defined by Login, Password, the level of rights and the account expiry date, i.e. the date after which the access to the Application shall be blocked to the given User.
12. Web browser - software installed on computers to the Service User, used for communication with the Service.
13. Contract - an agreement between the Service Provider and the Service User on the basis of which the Service Provider undertakes to provide the Service, and the Service User undertakes to pay the fee for using the Service.
14. Settlement period - a period of one full calendar month.

15. Extension period - a period for which the Service User shall extend the validity of the service when making payments.
16. Registration Form - the form used for registration of the Service User of the Service, available on the Livespace website.
17. Server Infrastructure – refers to the technical environment maintained and managed by the Service Provider where the Application operates. It consist of such elements as servers, operating systems and voltage support equipment.

§ 3 TECHNICAL REQUIREMENTS

1. Using the Service is possible via devices with access to the Internet and a Web browser of type and version consistent with the Web Browsers to which the Service has been adjusted.
2. The Service User shall be obliged to provide the above mentioned device with access to the Internet and a proper version of a Web Browser at their own expense.
3. The Service has been adapted to correct functioning in the following browsers: Internet Explorer version 9.0 or higher, Microsoft Edge version 25, FireFox version 25.0 or higher, Chrome version 30.0 or higher, Opera version 15 or higher and Safari version 7.0 or higher.

§ 4 RIGHTS AND RESPONSIBILITIES OF THE SERVICE USER

1. In the processes of registration the Service User shall be obliged to provide true data.
2. The Service User shall be entitled to free-of-charge technical assistance with regard to the use of the Application via e-mail sent to support@Livespace.io.
3. The Service User is the owner of any data entered by it or by Users whom it made the Application available to, and it is entitled to request a permanent removal of any data along with the termination of use of the Service.
4. The Service User shall be obliged to use the Service in accordance with the provisions of these Terms and Conditions and to make timely payment of a fee for using the Service.
5. The Service User is entitled to a free of charge trial period of 14 days during which they may use the Service according to the Terms and Conditions, without incurring any fees. Free of charge trial period may be extended during periodical promotions, special offers or in the event of individual agreement of the Service Provider and the Service User.
6. Should the Customer not pay the fee for provision of the Services during the trial period, it is assumed that its use of the Service has ended, in respect of which the Service Provider is entitled to permanently remove the account along with all data, backup copies and to restore the URL address under which the Application was available to the pool of vacant addresses.
7. The Service User expresses consent for the Service Provider to use the logo and the company name of the Service User for marketing purposes, in the scope of presentation on the reference list.
8. Payment of the fee by the Service User is carried out on the basis of an order to extend the validity of the account placed by the Service User. The Service User indicates therein the Users whose accounts are to be extended and the Extension period.
9. The Extension period is counted from the date of extension until the end of the month indicated in the account extension commission.
10. The calculated account extension fee is determined on the basis of the Livespace Service price-list, available on the website www.Livespace.pl.
11. The calculated account extension fee includes the number of extended user accounts, the length of extension period and possible reduction in the fee resulting from the ongoing free trial periods, user accounts validity dates

resulting from extensions executed in the past and discounts resulting from decisions of an advance payment for at least six full Settlement periods or used discount codes. Calculation of the final fee is distinguished at the level of individual user accounts, which can have various account validity and may be granted different discounts. An amount to be paid is a sum of fees for particular user accounts.

12. In the event of the Service User using API Livespace, the Service User undertakes to use API in compliance with the law, with the provisions of these Terms and Conditions, with the API documentation shared at www.Livespace.pl and in accordance with the API instructions provided by the Service Provider. Using API the Service User has the opportunity to download, add, remove and edit the data contained in the Application, performing these activities at its own responsibility. In the event of observing an incorrect use of API, including the use generating unnecessary or excessive server load, the Service User shall be obliged to introduce relevant modifications in API use, consistent with the recommendations of the Service Provider. Lack of implementation of relevant modifications despite the notice sent via e-mail may result in limitation or blocking the possibility to use API.

§ 5 RIGHTS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

1. The Service Provider undertakes to provide the Service with utmost diligence and apply standards specified in the Terms and Conditions.
2. The Service Provider shall not be liable for any effects of Login and Password of the Service User being made available to third parties.
3. The Service Provider shall not be liable for incorrect Service provision caused by:
 - 3.1. The Technical Requirements necessary to use the Application not being met,
 - 3.2. Third party actions,
 - 3.3. The reasons independent from the Service Provider.
4. In the event of default in payment on the part of the Service User, the Service Provider has the right to suspend the Service provision with maintenance of data on the server.
5. In the event of default in payment on the part of the Service User for a period longer than 30 days from the expiration date of the account validity, the Contract shall be considered terminated, and the Service Provider shall be entitled to permanently remove the account along with all data and backup copies and to restore the URL address under which the Application was available to the pool of vacant addresses.
6. The Service Provider shall not be responsible for an incorrect operation of the Application, if it results from the improper use of the Application by the Service User.
7. The Service Provider shall not be liable for any lost benefits or indirect damages.
8. The Service Provider is entitled to suspend or limit access to the Service and API Livespace, in the event of using them contrary to these Terms and Conditions.

§ 6 DATA PROTECTION

1. Under provision of the Service the Service Provider or the entities authorized by it are authorized to collect and process the data necessary for provision of the Service.
2. The data gathered on the server of the Service Provider in connection with the performed Service are considered confidential information and shall not be disclosed by the Service Provider to other entities.
3. The Service User states that pursuant to the Act on Personal Data Protection (art. 7 (4)) it is the Administrator of personal data entered into the Application and it processes them as specified by the law.
4. The Service Provider undertakes not to process the data gathered on the server of the Service Provider in connection with the performed Service for any purpose other than:

- 4.1. provision of the Service,
- 4.2. creation and reproduction of backup copies,
- 4.3. test reproduction of backup copies in order to check their correctness,
- 4.4. attempts to recreate any possible errors and irregularities in operation of the Application reported by the Service User,
- 4.5. preparation of statistical analyses to improve functioning of the Application, to develop its new functionalities and to publish sample methods of use and the results of conducted statistical analyses.

§ 7 TECHNICAL PARAMETERS OF THE SERVICE

1. The Service Provider shares with the Service User the possibility to use the Service according to the parameters described at www.Livespace.io
2. In event of exceeding the available disk space limits the possibility to use the Service will be limited to the extent to which its further use will mean further exceeding of the disk space. Upon an individual agreement, the Service Provider may charge the Service User with an additional fee resulting from exceeding the above parameters and increase the limits of the disk space.
3. The Service User shall be informed about exceeding the available limits by way of a notice sent to the e-mail address of the Service User.
4. The Service Provider guarantees availability of the Service at the level not lower than 99.2% of time per month.
5. The application of the level of service availability as specified in paragraph 7 item 4 is excluded in case of:
 - 5.1. Server Infrastructure failure caused by force majeure. Force majeure shall be understood as an event of accidental or natural (elemental) character, which is unavoidable, over which the Service Provider has no control.
 - 5.2. Interruption in access to the Service as a result of the planned maintenance works or intended expansion of Server Infrastructure, provided that notification on the planned works and the time of their completion is sent to the Service User at least 48 hours prior to their commencement.

§ 8 DATA SAFETY

1. The Service Provider guarantees to undertake any means necessary for secure storage and archiving of data stored in the Application by the Service User.
2. The Service Provider guarantees that access to the Application is possible only through the encrypted SSL connection, authorized by means of a relevant certificate.
3. The Service Provider guarantees that the Server Infrastructure used for the purpose of provision of the Service meets the following physical protection criteria:
 - 3.1. A secured room with door of increased fire resistance ≥ 30 min.
 - 3.2. Windows in the room are protected by grille, roller blinds or anti-burglary foil.
 - 3.3. The rooms are equipped with anti-burglary alarm system.
 - 3.4. Access to the rooms is covered by the access control system.
 - 3.5. Access to the rooms is controlled by a monitoring system using CCTV cameras.
 - 3.6. Access to the rooms during absence of the hired employees is supervised by security service by means of CCTV.

- 3.7. Access to the rooms 24 h a day is supervised by security service through CCTV.
- 3.8. The rooms are secured against fire by fire-fighting system and/or free-standing fire extinguisher.
4. The Service Provider guarantees that the data stored in the Application by the Service User are secured against loss by:
 - 4.1. The application of redundant hard disks system (RAID matrix).
 - 4.2. Creation of the database backup copies performed not less frequently than every 24 hours, archived in an independent Server Infrastructure using RAID matrix, physically separated from the server where the data of the Application are stored.
5. All the data directly entered, entered via API, downloaded using the available integrations (including email) is kept on servers in Poland.
6. In order to avoid any doubt, the Service Provider would like to make it clear that files uploaded by the Client in the Application may be kept in external storage spaces provided by 3rd party file hosting services located in the European Union.
7. In case of using an integration with an external file hosting service (e.g. Dropbox) and in case of email attachment support, files are not physically stored on the servers of the Service Provider since the Service Provider only saves the information that allows for downloading such files from external sources.
8. Backup copies created daily are kept for the period no shorter than 7 days from the date of the backup copy creation.

§ 9 COMMISSIONING AND PROVISION OF SERVICES

1. Contract between the Service User and the Service Provider shall be concluded upon filling and approval of the Registration Form by the Service User, and along with it – creation of an account in the Application.
2. The scope of provision of the Service and its price depends on the number of Users, in accordance with the offer provided on the website www.Livespace.pl
3. VAT invoice for using the Service will be issued after the payment of fee.
4. At the request of the Service User it is possible to issue a pro forma invoice, on the basis of which the Service User shall make payments.
5. The Service User expresses consent on issuance of VAT invoices by the Service Provider electronically and sending them via e-mail at the e-mail address indicated by the Service User.
6. To extend the Service on a consecutive Settlement Period it is required to pay the fee in accordance with currently valid price list available at www.Livespace.io after expiry of the paid Settlement Period.
7. No refunds are envisaged in the event of not using the paid for Service.

§ 10 COMPLAINTS AND WITHDRAWAL FROM THE CONTRACT

1. In the event when the Service is not provided according to the arrangements of these Terms and Conditions, the Service User shall be entitled to submit a complaint.
2. Complaint submission should be sent by e-mail to the address support@getLivespace.com or by mail, to the registered office of the Service Provider and it should contain a description of the reported complaints.
3. Complaint submission should contain information describing address, at which the Application is available, data of the submitting party, its Login in the system, the time of occurrence of the problem and an exact description of the problem.

4. If, as a result of the submitted complaint the Service User was unable to use the Service according to the Terms and Conditions there are envisaged discounts and free periods to use the Application. The result of positively examined complaint does not include financial compensations. The provision covered by the previous sentence does not apply to Clients being Consumers. Consumers are entitled to cash refund.
5. The Service User may terminate the Contract after each full settlement period not paying for another Settlement period. In the event of payment and commencement of another Settlement period the contract remains valid until its completion.
6. In the event of reduced fee for use of the Service as a result of a long-term obligation amounting to multiplicity of one Settlement Period, the contract remains valid until the completion of all Settlement Periods covered by the agreement resulting in the reduced fee.
7. There is a possibility to end the access to the Application prior to completion of the Settlement Period at the express request of the Service User; this does not cause however, a refund of the paid fees.

§ 11 INTELLECTUAL PROPERTY RIGHTS PROTECTION

1. The Service Provider states that it is authorized to provide the Service.
2. Graphic design, applied solutions, content layout and the concept of work with the Application are considered works as defined by the Act of February 4, 1994 on copyright and related rights and, as such, are covered by protection specified in provisions of the law.
3. Using the Application by the Service User or other persons shall not mean acquiring any rights concerning intangible property to the shared works.
4. It is forbidden to copy, modify or disseminate the Application in whole or in part as well as to modify or use in a manner different than specified in the Terms and Conditions without a written consent of the Service Provider.

§ 12 COOKIE FILES

1. Website www.getLivespace.com and the Application uses cookie files stored in order to create statistics of site viewing popularity and to adjust the website's content to the individual needs of a user.
2. According to valid provision of the Act of 16 July 2004- Telecommunications Law (Journal of Laws No.171, item 1800 as amended) the data Administrator informs that the methods of use and removal of cookie files are included in the instructions of manufacturers of web browsers: Mozilla FireFox: <http://support.mozilla.org/pl/kb/ciasteczka> Internet Explorer: <http://support.microsoft.com/kb/278835/pl> Microsoft Edge: <http://windows.microsoft.com/pl-pl/windows-10/view-delete-browsing-history-microsoft-edge> Google Chrome: <http://support.google.com/chrome/bin/answer.py?hl=pl&answer=95647> Safari: https://support.apple.com/kb/PH21411?locale=pl_PL Opera: <http://help.opera.com/Linux/9.60/pl/cookies.html>.

§ 13 PROCEDURES OF RESPONSE TO THE SERVICE USER NOTIFICATION

1. The Service Provider is entitled to interfere into the data structure, settings of the Application, as well as the rights of the Users, if it fulfils recommendations submitted by the Service User or when these actions are required for proper operation of the Application and will not result in loss of data.
2. Notifications related to the Application use support, including its possible erroneous operations may be sent by the Service User by e-mail, from the e-mail address being the login of the User in the Livespace application to the address support@Livespace.io as well as via the online chat available after logging in to the Application.
3. The Service Provider recognises that notification sent via e-mail and via the online chat by a logged in User are actually submitted by them. The Service Provider shall not be liable for enabling the online chat communication or providing the e-mail address to a third party who, as a result, shall assume the identity of the Service User.
4. Notifications associated with change in accounts validity terms, granting or removal of Users' rights, corrections in payments, granting access to Livespace, changes in logins and exporting of data must be reported to in the form of email to the following address support@Livespace.io. Notification of this type must be sent by the person being the Administrator of the instance, from the e-mail address being the Livespace login.

5. In the event when it is not possible to send the notification by the Administrator, relevant changes within the scope as specified in paragraph 13 item 4 may be performed after sending a scan of a written request for their execution signed by a person authorized to represent the Service User. In the case of doubts regarding the intentions of the introduced changes or any other reservations, the Service Provider is entitled to request the delivery of the original letter of commissioning the implementation of changes prior to their introduction. The Service Provider and the Service User assume that the sent scan of the commission constitutes the sufficient document and the Service Provider shall not take responsibility for any consequences of the introduced changes.
6. The access to the account blocked in consequence of incorrectly entered password can be unblocked on the basis of phone notification, via online chat and by reporting by e-mail. It is required to indicate the address of the Instance and login of the blocked User.
7. The Service Provider is not obliged to implement the reported changes, in particular changes concerning the Application and the entered data. In the determined circumstances the Service Provider may suggest implementation of specific changes against payment, on the basis of an individually prepared quotations.

§ 14 FINAL PROVISIONS

1. These Terms and Conditions are available on the website www.getLivespace.com
2. The Service Provider reserves the right to change the Terms and Conditions at any time.
3. In the event of change in the Terms and Conditions during Settlement Period, the Service User uses the service on the basis of the Terms and Conditions in the previous form until the end of a given Settlement Period.
4. In the event of changes of the Terms and Conditions the Service User shall be informed about the implemented change via at least one of the three methods of changes notification:
 - sending information via e-mail to the address provided during the registration,
 - a message inside the application,
 - information on the need of acceptance of the new version of the Terms and Conditions at the stage of extension of validity of the account.

unless the changes in the Terms and Conditions do not relate to the areas concerning the Service User.

5. Any changes in the Terms and Conditions are valid from the date of publishing thereof on the website www.Livespace.io, subject to item 3 paragraph 14. Using the Service means approval of the Terms and Conditions.