IaaS TERMS
WebDisk Cloud Computing

CHAPTER I. GENERAL PROVISIONS

1. This document constitutes the terms and conditions for the provision of electronic services, within the meaning of Article 8(1)(1) of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended; hereinafter referred to as the "Act"), used by Mazura sp. z o.o. with its registered office in Ząbki at 1C/2 Baśniowa Street, 05-091 Ząbki, entered into the Register of Entrepreneurs by the District Court for M.ST. WARSAW IN WARSAW, XIV ECONOMIC DEPARTMENT
NATIONAL COURT REGISTER under number 0000971559, whose registration files are in this court, NIP: 1251732787 (hereinafter referred to as the "Service Provider").

2. The Service Provider provides to the Client, on the terms set out in the Agreement and other documents listed in paragraph 3 of this chapter, IaaS services called WebDisk Cloud Computing.

3. These Terms and Conditions, together with the Service Level Agreement (SLA) document and the Privacy Policy, constitute an integral part of the Agreement concluded by the Service Provider with the Client.

4. Explanation of definitions used in the content of the Terms and Conditions:

   4.1. Terms and Conditions – these Terms and Conditions for the provision of IaaS services by the Service Provider called WebDisk Cloud Computing.
   4.2. SLA conditions – specifies the parameters related to the IaaS services provided as part of WebDisk Cloud Computing (SLA - Service Level Agreement).
   4.3. Privacy Policy – a document specifying detailed rules for the processing of the Client's personal data, posted on the Service Provider's website at https://webdisk.io/polityka_prywatnosi.pdf
   4.4. Service Specification – a description of the service provided to the Client by the Service Provider, specifying its parameters, SLA, time for which the Agreement is concluded, the amount of the subscription fee and the length of subscription periods, constituting the appendix "Specification of Service Provision Parameters" to the Agreement.
   4.5. Offer – an offer prepared on the basis of the Client's inquiry and commercial information regarding the services provided by the Service Provider (posted on the Service Provider's website at https://webdisk.io), addressed individually in response to the Client's inquiry.
   4.6. Services – IaaS WebDisk Cloud Computing services consisting in making available to the Customer by the Service Provider, in accordance with the offer and at the level indicated in the Service Specification, resources (disk, RAM and processor) in KVM technology based on individual terms agreed between the Parties and described in the Service Specification, as well as granting the Customer access to the Internet connection with a transfer limit, insofar as the limit applies according to the offer or agreed between the Parties

individual conditions specified in the Service Specification. If the Client orders additional services, the services also include additional services.

4.7. Additional services – services provided by the Service Provider to the Client on the terms and conditions agreed individually between the Parties specified in the Service Specification, which are additional to WebDisk Cloud Computing services, consisting of: leasing software licenses, service administration and providing space for backup, creating backup copies.

4.8. Service Administration – an additional service consisting in the installation of the environment and applications, their configuration and updates – the scope and rules of using the Administration Service are specified in the regulations or Agreement relevant to this service.

4.9. Backup - a duplicate of data created for the purposes of data archiving or for data security reasons.

4.10.Data security – ensuring the integrity, availability and confidentiality of data processed in connection with the provision of the Service, and protecting data against unauthorized access.

4.11.Provision of space for a backup copy – an additional service consisting in providing the Client with Object Storage S3 space by the Service Provider to store a backup copy on it. Backup is the responsibility of Customer, unless otherwise indicated in the Agreement or Service Specification.

4.12.Agreement – an agreement for the provision of IaaS hosting service of the WebDisk Cloud Computing type by the Service Provider to the Customer; The agreement may also include additional services: license lease, backup space and service management.

4.13. Service Provider – a provider of services provided to the Client on the basis of these Terms and Conditions, the details of which are specified in paragraph 1 of this chapter of the Terms and Conditions.

4.14. Client – a natural person or a natural person, a legal person or an organizational unit without legal personality conducting business activity on its own behalf, which has concluded an Agreement with the Service Provider as part of its business activity.

4.15. Parties – a common term for the Service Provider and the Client.

4.16. User – a natural person to whom the Client has made available in connection with the use of the services provided by the Service Provider the resources of the leased server or other devices located in the Service Provider's server room and belonging to the Service Provider.

4.17.Client Panel – the Service Provider's application run by the Service Provider for the Client at the Internet address https://cs.dco.webdisk.io or https://cloud.dco.webdisk.io or other address indicated in the agreement, allowing for operations within the scope of services provided by the Service Provider.

4.18. Access data to the Client Panel – user name and password to access the Client account in the Client Panel, referred to in Chapter II § 1 item 3 of the Terms of Service.

4.19. Service Activation – making the services which are the subject of the Agreement available to the Client by the Service Provider on the Internet, commencement of the provision of the service by the Service Provider to the Client.

4.20. Subscription period – a period of time lasting one month or a multiple of a month, indicated in the Service Specification, in which the Service Provider settles the remuneration due to it from the Client for the services that the Service Provider provides to the Client under the Agreement. The subscription period is also the time for which the Agreement was concluded between the Parties. By "month" within the meaning of this clause, the Parties mean thirty consecutive calendar days.

4.21. Subscription fee – a fee paid to the Service Provider by the Client for the services provided to the Client, payable in subscription periods throughout the term of the Agreement, in the amount specified in the Service Specification; in the case of ordering additional services by the Customer, the subscription fee
It also includes a fee for the provision of these ancillary services.

4.22. Payment System Operator – an entity with which the Service Provider has concluded an agreement for online payment services.

4.23. Warez content (warez) - (wares) is a collective term for various types of computer products and licenses - mainly paid closed source software and modified versions of software distributed illegally, e.g. after removing copy protections. The term also applies to other materials distributed in violation of copyright – such as music, films or e-books, and to the way in which files are made available to other users by dividing them into small parts and placing them on free servers.

4.24. Network – network infrastructure and technical infrastructure that are made available to the Client by the Service Provider under the concluded Agreement.

4.25. ICT system – according to Article 2(3) of the Act on Telecommunications Law, it is a set of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving of data via telecommunications networks with the use of a terminal device appropriate for a given type of telecommunications network within the meaning of the Act of 16 July 2004 – Telecommunications Law (Journal of Laws No. No. 171, item 1800, as amended. 3), intended to be connected directly or indirectly to network terminations.

4.26. Service Provider's technical infrastructure – a set of cooperating devices and software necessary to ensure the continuity of the services provided by the Service Provider.

4.27. Failure – an unplanned interruption in the availability of services provided by the Service Provider to the Client on the basis of the concluded Agreement, completely preventing the use of the service or significantly limiting the use of the service provided to the Client, caused by the defective operation of the Service Provider's technical infrastructure.

4.28. Technical Break – an interruption in the availability of services provided by the Service Provider to the Client on the basis of the concluded Agreement,

the use of the service or significantly limiting the use of the service provided to the Client, related to the need to carry out maintenance works, planned and announced to the Client by the Service Provider at least twelve hours in advance.

4.29. Customer Panel – a customer panel used to manage the ordered services provided by WebDisk Cloud Computing located on the https://cs.dco.webdisk.io or https://cloud.dco.webdisk.io website.

4.30. Problem – a problem reported to the Service Provider that concerns the functioning of the network or services sent via the Client Panel or via an e-mail sent to the support@webdisk.io address .

4.31. Force majeure – a sudden, external event, the occurrence of which was beyond the control or prevented by any of the Parties to the Agreement, in particular states of emergency, war, flood, fire, epidemic (including restrictions introduced after the conclusion of the Agreement related to the state of epidemic threat or epidemic), long-term restrictions or interruptions in the supply of electricity or other utilities necessary for the performance of the Agreement, communication blockades of a supra-regional nature, torrential rain, earthquake, strike, cyber attack, social disasters or disasters of structures or buildings, etc.

4.32. Transfer – the maximum amount of data (measured in bits) that can be transmitted over a given telecommunications channel or link in a unit of time (measured in seconds).

4.33. Availability of services – the time during which the Client has the opportunity to use the services provided to him on the basis of the Agreement by the Service Provider.

4.34. SPAM – unwanted, unsolicited electronic messages, sent in bulk, without obtaining the prior express consent of the recipient of the message to receive them.

4.35. Proxy gateways – application intermediaries that transfer application queries; they are a buffer between their user and Internet resources.

4.36. GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; UE of 04.05.2016, L. 119/1).

4.37. Personal data – According to Article 4(1) of the GDPR, this is information about an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

4.38. Personal data administrator – The Service Provider, to the extent that it processes the Client's personal data under the conditions specified in Chapter VI of the Terms and Conditions, deciding on the purposes of the processing of the Client's Personal Data.

5. In order to cooperate with the ICT system used by the Service Provider, the Client must use a computer connected to the Internet and equipped with a Microsoft Edge, Microsoft Internet Explorer, Mozilla Firefox, Opera or Chrome web browser in the current version. The technical requirements necessary for cooperation with the ICT system used by the Service Provider may be higher than those indicated in the previous sentence, depending on the conditions agreed individually between the Parties, and they are described in detail in the Service Specification. Failure of the computer equipment used by the Client to meet the features referred to in the two preceding sentences may prevent the Client from using the services provided by the Service Provider, for which the Service Provider is not responsible.

6. The Service Provider ensures the operation of the ICT system it uses, enabling the Client to terminate the use of the service provided by electronic means free of charge at any time. Termination of the use of the service provided by electronic means does not result in the refund of the subscription fee paid – in such a case it is subject to retention by the Service Provider.

CHAPTER II. COMMENCEMENT AND CESSATION OF SERVICES

1. Method of concluding the Agreement

1.1. The service offered by the Service Provider is ordered by the Client accepting the Service Provider's offer sent in response to the Client's inquiry submitted electronically, by filling in the order form or sending an inquiry to the Service Provider's e-mail address.

1.2 When placing an order for services, the Client is obliged to:

1.2.1. provide their personal data to the extent indicated in the Privacy Policy document,

necessary for the implementation of the provisions of the Regulations;

1.2.2. confirm that you have read and accepted the contractual terms and conditions contained in the Terms and Conditions, Service Specification, Privacy Policy and, if applicable, in the License Terms;

1.2.3. confirm that it concludes an Agreement with the Service Provider.

1.3. The Client is obliged to provide their correct contact details and invoicing data when placing an order. In order to verify the data indicated by the Client, the Service Provider may, before activating the service, request the Client to present the originals or documents certified as true copies by a notary confirming the authenticity of the data indicated by the Client. Providing false data and thus violating the provisions of the Agreement entitles the Service Provider to refuse to activate the service and terminate the Agreement by

Service Provider with immediate effect due to the fault of the Client. In such a case, the The Client's subscription fee is refundable to the Client or retained by the Service Provider, if a refund is not possible.

1.4. After placing an order and accepting the contractual terms by the Client, the Service Provider issues a VAT invoice or a pro forma invoice for the subscription fee to the Client, and then sends it by e-mail to the e-mail address indicated by the Client when placing the order.

1.5. The Service is activated within 24 hours from the moment of payment by the Client of the entire subscription fee on the basis of the invoice provided to the Client in accordance with paragraph 4 above, provided that the payment is credited to the Service Provider's account on a business day. If you pay for the Service on a public holiday, it will be activated on the first business day following that holiday.

1.6. Unless otherwise specified in the Agreement, the Agreement is concluded with the Client for the duration of the paid subscription period indicated in the Service Specification and expires at the end of the paid subscription period, unless the Client pays to the Service Provider pursuant to § 2 section 6 of this Chapter the subscription fee for the next subscription period, which is tantamount to the Client's expression of the will to extend the Agreement for the next paid subscription period.

2. Payment

2.1. The Parties' settlements take place during the subscription period indicated in the Service Specification.

2.2. The subscription fee is charged for the entire subscription period in advance, in the amount indicated in the Service Specification.

2.3. The Service Provider undertakes to issue an invoice or a pro forma invoice for the Client's subscription fee for the first subscription period immediately after receiving the service order from the Client.

2.4. In the event of issuing a pro forma invoice, failure to pay the entire subscription fee by the Client within 14 days from the date of issuing the pro forma invoice and forwarding it to the Client to the e-mail address in accordance with § 1 section 3 of this Chapter will result in the lack of activation of the ordered Service and termination of the Agreement by the Service Provider with immediate effect due to the Client's fault.

2.5. The payment of the subscription fee by the Client is made by transfer to the Service Provider's bank account number indicated in the VAT invoice or pro forma invoice issued by the Client. When paying the subscription fee, the Client is obliged to provide the number of the VAT invoice or pro forma invoice to which the subscription fee relates in the transfer title. The Client bears the full costs of paying the subscription fee to the Service Provider (bank transfer costs). The Parties assume the date of crediting the Service Provider's bank account with the full amount of the payment as the date of payment.

2.6. The Service Provider undertakes to issue pro forma invoices with a 7-day deadline subscription fee for subsequent subscription periods, within the deadline for

at least 7 days before the end of the ongoing and paid subscription period. Payment of the subscription fee for the next subscription period by the Client is tantamount to expressing the will to extend the Agreement for the next subscription period. After the expiry of the paid subscription period and in the event of failure to pay the subscription fee by the Client for the next subscription period, the service is blocked for the next 14 days, counting from the date of expiry of the pro forma invoice payment deadline. Receipt by the Service Provider during this period of confirmation of payment of the entire subscription fee for the next subscription period will result in immediate unblocking of access to the services and is tantamount to extending the Agreement for the next subscription period. After the expiry of the 14-day service blockade period indicated in this paragraph, in the event of the Client's failure to pay the subscription fee for the next subscription period, the activated service and the Client's Personal Data are immediately removed from the Service Provider's databases. The Service Provider shall not be liable for any damage suffered by the Client or any other person as a result of blocking the service and removing the activated Service made under this paragraph.

2.7. The Service Provider is not responsible for problems resulting from delays in payments resulting from the actions or omissions of third parties (banks, post offices, etc.).

2.8. The Service Provider undertakes not to change the financial terms of the provision of services during the paid subscription period.

2.9. If a pro forma invoice is issued at the time of crediting the payment for the service, the Service Provider undertakes to issue a VAT invoice within a period not longer than seven business days.

2.10. Pro forma invoices and VAT invoices will be issued by the Service Provider to the Client in electronic form, to which the Client, by concluding the Agreement with the Service Provider and accepting these Terms and Conditions, agrees. Invoices issued in this way will be delivered to the Client via e-mail to the Client's e-mail address indicated in the agreement. The Parties may agree that VAT invoices issued by the Service Provider will also be sent to the Client via the Polish Post, by ordinary mail. In such a case, the Client is obliged to order the invoice to be sent by traditional mail by means of requests in the Client Panel.

3. Changes to the Agreement

The Service Provider reserves the right to make changes to the content of the Terms and Conditions, Service Specification, SLA Conditions, License Conditions and Privacy Policy, which it announces by publishing the content of new documents on its website at https://webdisk.io In the event of a change to the documents mentioned in the previous sentence, the Service Provider undertakes to inform the Client about the changes made. For this purpose, the Service Provider will send

not less than 30 days before the date of entry into force of the changes in the document, to the e-mail address indicated by the Client in the order, an e-mail containing a link to the content of the amended document. If the Client, before the changes referred to in this paragraph come into force, does not inform the Service Provider by e-mail to the following address: office@webdisk.io or by sending a notification from the Client Panel that they do not agree to be covered by the changed content of the documents, the Service Provider will consider that the changes have been accepted. If the Client has informed the Service Provider in the previous sentence about not agreeing to be covered by the changed content of the documents, the Client shall be bound by the previous content of the documents until the end of the subscription period paid by the Client. When extending the Agreement for another subscription period, the new, changed content of the documents referred to in this paragraph shall apply.

4. Termination

4.1. Unless otherwise indicated in the Agreement, the Agreement expires on the date of the end of the paid subscription period. If the Client pays the subscription fee for the next subscription period in accordance with the provisions of § 2 section 6 of this Chapter, the Agreement is extended for the next paid subscription period, whereas, subject to the Service Provider's right to unilaterally change the documents in accordance with point 3 of this Chapter, in the event of a change in the terms and conditions of service provision in the next subscription period, the Parties are obliged to agree in this respect and accordingly amend the Agreement.

4.2. In the event of the death of the Client who is a natural person and in the event of liquidation of the Client who is a legal person or an organizational unit without legal personality, as well as in the event of the Client's loss of full legal capacity, the Agreement expires. The provisions of subsection 4.6 of this section relating to the case of unused subscription fee shall apply accordingly.

4.3. After the end of the paid subscription period of the service, the Service Provider may, in exceptional situations, in particular such as the Client's actions resulting in destabilization of the Service Provider's system or infrastructure or conducting activities increasing the risk of reducing the level of information security in the Service Provider's systems, refuse to extend the service subscription to the Client for the next billing period. The refusal decision should be justified in writing.

4.4. The Service Provider reserves the right to terminate the Agreement with the Client with immediate effect and to block the services provided to the Client if:

4.4.1. The Client grossly violates the provisions of the Agreement applicable to him, including the documents constituting the Agreement between the Parties;

4.4.2. The Client commits, while using the Services provided by the Service Provider, a violation of the provisions of generally applicable law or a violation of the rights or goods of third parties;

4.4.3. The Client uses the Services provided by the Service Provider in violation of their

by the intended use, excessive or improper use of the Service Provider's resources;

    4.4.4. The Client, by using the Services provided by the Service Provider, acts to the detriment of the Service Provider;

    4.4.5. The Service Provider suspends or terminates its business activity;

    4.4.6. The Service Provider will turn out to be an insolvent entity;

    4.4.7. When further provision of the service has become impossible for objectively justified reasons;

    4.4.8. In the cases referred to in § 1 section 3 and § 2 section 4 of this Chapter.

4.5. The statement on termination or termination of the Agreement should be submitted to the other Party in writing or electronically, to the correspondence address or e-mail address indicated: for the Service Provider – in Chapter VIII, section 2 point 1 of the Terms and Conditions, and for the Client – in the agreement.

4.6. In the event of termination of the Agreement by either Party, the subscription fee not used by the Client is not refundable.

4.7. The Service Provider shall not be liable for any damage related to the failure to renew the Client's services for the next subscription period referred to in paragraph 3 of this paragraph, or for any damage related to the termination of the Agreement with immediate effect to the Client and blocking the services referred to in paragraph 4 of this paragraph.

4.8. The Service Provider undertakes to remove the Client's Personal Data provided by the Client for the purpose of performing the Agreement, from the Service Provider's databases, as well as to remove any content posted by the Client on the Service Provider's servers, within 7 days from the date of expiry or termination of the Agreement.

CHAPTER III. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Service Provider undertakes to provide services to the Client to the extent specified in the order placed and paid for by the Client and subject to the fulfilment of the conditions for its implementation. The Service Provider provides conditions enabling the Client to use the Services on its own and at its own expense while maintaining the parameters described in the SLA Document.

2. The Client is obliged to:

    2.1. security and care of confidential data, such as access passwords;

    2.2. not to use the services provided by the Service Provider in order to conduct activities inconsistent with generally applicable social and moral norms or illegal activities or in a manner that may constitute a violation of the law, in particular to maintain websites containing erotic, pornographic, obscene, generally considered vulgar content or content

warez software, containing illegal software, disseminating knowledge in the field of access code breaking techniques (cracking, phishing), creating viruses, containing content encouraging criminal activities, or elements of which are used by other services, not maintained on the Service Provider's servers;

2.3. not to use the services provided by the Service Provider in a way that violates the rights of third parties, in particular copyrights and personal rights;

2.4. not to use the Service Provider's system resources in a way that makes it difficult for other Customers to use them, or in a manner inconsistent with the nature and purpose of the service;

2.5. not to use the services provided by the Service Provider to send SPAM;

2.6. not to send SPAM constituting an advertisement of websites maintained on the Service Provider's servers or in any way referring to resources stored on servers maintained by the Service Provider;

2.7. not to attempt to violate the Service Provider's system resources to which the Client is not authorized;

2.8. Securing and updating the software used by him;

2.9. comply with the rules for using the services resulting from the applicable documents published by the Service Provider, in particular the Terms and Conditions, SLA Document, Service Specification, License Conditions, Terms and Conditions of additional services, if the Service Provider has purchased such services, as well as keep up to date with changes made to these documents;

2.10. inform the Service Provider of any circumstances that may affect the performance of the Agreement;

2.11. timely payment of subscription fees,

2.12. update your data in the OVHcloud Control Panel.

3. Customer shall have the right to freely dispose of the data it processes using the WebDisk Cloud Computing service, subject to the provisions of Section 2 of Chapter II and sections 3 to 5 of this Section.

4. The Client is responsible for any software that he installs on the servers as part of the WebDisk Cloud Computing service, the Service Provider is not responsible for the software installed by the Client. The Client is also fully responsible for the manner in which the services provided to him are used by the Service Provider.

5. If the Service Provider obtains information about the Client's use of the services provided by the Service Provider contrary to the Terms and Conditions or applicable law, the Service Provider is entitled to process the Client's Personal Data to the extent necessary to determine the Client's liability, provided that it records the fact of obtaining and the content of such information for evidentiary purposes.

6. The Service Provider is entitled to block the data provided by the Client stored on its servers in the event that the Client obtains reliable information about the

unlawful nature of the data. However, the Service Provider is obliged to immediately inform the Client about the intention to block the data stored on its servers by the Client. In accordance with the content of this paragraph, the Service Provider's action releases it from liability towards the Client for damage resulting from preventing it from accessing illegal data.

7. The Service Provider is entitled to block the data provided by the Client stored on its servers also if the Client receives an official notification of the illegal nature of such data. In such a case, the information obligation provided for in paragraph 6, sentence 2 of this Chapter is excluded, and the Service Provider is entitled to provide the competent public authorities with the contact details indicated by the Client. In accordance with the content of this paragraph, the Service Provider's action releases it from liability towards the Client for damage resulting from preventing it from accessing illegal data.

CHAPTER IV. APPLICATION OF THE SLA

1. The Service Provider undertakes to provide the Client with the services ordered by the Client, on its own and at its own expense, providing conditions enabling the Client to use the services in accordance with the parameters described in the SLA Conditions, in accordance with the provisions of the Agreement, the Terms and Conditions, the Service Specification and the Privacy Policy.

2. The service provider allocates RAM allocationally, up to the maximum value indicated in the service specification, and takes the necessary measures to maintain not less than 20% of this value.

3. The application of the SLA document is disabled:

   3.1. in the event of a technical break;
   3.2. in the event of a failure or interruption of equipment that is not part of the Network and which is necessary for the provision of services;
   3.3. in the event of a failure caused by the independent modification of system components by the Client or third parties for which the Service Provider is not responsible;
   3.4. in the event of a failure in the server software layer;
   3.5. exceeding the security parameters specified in the Service Specification by the systems used by the Client.

4. Activities that do not fall within the typical technical support (e.g. installing the Client's software or repairing it, making changes to the Client's website, non-standard configuration of services, etc.) and maintenance of the service may be performed by the Service Provider for a fee. The Service Provider has the right to refuse to perform the action referred to in the previous sentence without giving reasons. Activities that are not typical technical support referred to in this paragraph are not covered by the Agreement and do not constitute services within the meaning of the Terms.

CHAPTER V. PRINCIPLES OF THE SERVICE PROVIDER'S LIABILITY

1. Limitations of the Service Provider's liability

1.1. The Service Provider shall be liable for damage caused to the Client as a result of non-performance or improper performance of the Agreement by the Service Provider, unless it is caused by circumstances for which the Service Provider is not at fault, in particular:

    1.1.1. lack of availability of services caused by the actions of third parties or force majeure;

    1.1.2. the Client's use of the services provided in a manner contrary to the generally applicable law, the Terms and Conditions, the Service Specification, the SLA Document, the License Terms or the Privacy Policy;

    1.1.3. providing false or incomplete data by the Customer in the order form;

    1.1.4. use of the Client's access data by third parties, including access data to the e-mail account, which were made available to third parties by the Client, or the acquisition of which by third parties was caused by their improper protection by the Client;

    1.1.5. the Client's use of materials or software downloaded from the Internet;

    1.1.6. malfunction of the software that the Client has installed and uses on the Service Provider's server.

1.2. The Service Provider's liability for damages provided for in paragraph 1 of this paragraph is limited to the amount equivalent to the subscription fee indicated in the Service Specification for 1 subscription period.

1.3. The Service Provider shall not be liable for the malfunction of the ICT system caused by reasons beyond its control, in particular force majeure, failures of systems and connections of other providers of services provided by electronic means, interference of offices and public administration institutions.

1.4. The Service Provider shall be liable for failure to exercise due diligence in the performance of the Agreement. This liability covers actual damage, excluding profits lost by the Client. The Service Provider's liability is limited to the amount equivalent to the subscription fee indicated in the Service Specification for 1 subscription period.

1.5. The Service Provider shall not be liable for the malfunction of the services provided by the Service Provider in a situation where the service parameters resulting from the Service Specification document are not sufficient to support the resources installed on the server by the Client.

1.6. The Service Provider shall not be liable for any damage suffered by the Client in connection with the

the appearance of malicious code on the Client's website, the installation of which took place as a result of errors in the software used by the Client or as a result of the Client's failure to update this software.

1.7. The Service Provider shall not be liable for unlawful use of the services provided by the Client, User or other persons to whom the Client has provided their access passwords.

2. Additional restrictions

2.1. In order to ensure the highest and uniform quality of services for all Clients, the Service Provider introduces security parameters, the current values of which are provided on the website: webdisk.io

2.2. In the event that the software used by the Client overloads the Service Provider's servers, which may reduce the quality of services provided by the Service Provider to other Clients below the parameters indicated in the SLA Document, or may cause a failure by the Client, the Service Provider shall be entitled to suspend the provision of services to the Client, without the need to notify the Client thereof.

2.3. The Service Provider may apply additional restrictions, including the introduction of a blockade of the Client's server, in special cases, such as, for example: indisputable violation of the law or creating a real threat to the stability of the server by the Client. The Client shall be immediately informed of the restrictions applied by the Service Provider.

2.4. The Client has the right to appeal against the Service Provider's decision to suspend the provision of services on the basis of paragraph 2 or 3 of this paragraph. If the Client proves that his actions did not threaten the occurrence of the situations indicated in paragraphs 2 and 3 of this paragraph, or if the Service Provider finds that the violations have ceased, the Service Provider shall immediately resume the provision of services to the Client.

2.5. In the event of damage on the part of the Service Provider resulting from the Client's actions indicated in paragraphs 2 and 3 of this paragraph, which turned out to be unjustified, the Service Provider shall be entitled to file a claim for damages against the Client. The claim for damages referred to in the preceding sentence is limited to the amount equivalent to the subscription fee indicated in the Service Specification for 1 subscription period and covers only the actual damage.

CHAPTER VI. PERSONAL DATA PROTECTION

1.1. The Service Provider is the administrator of the Client's personal data provided for the purpose of performing the Agreement.

1.2. The Service Provider fulfilled the information obligation resulting from Article 13 of the GDPR towards the Client before concluding the Agreement, by providing them with the Privacy Policy, the current text of which can be found at: https://webdisk.io/polityka-

prywatnosci.pdf. By concluding the Agreement with the Service Provider, the Client confirms that before concluding the Agreement, the Client has read the content of the Privacy Policy and understands and accepts its content.

1.3. Whenever the provision of Services by the Service Provider to the Client requires the Client to entrust the Service Provider with the processing of Personal Data, such entrustment shall take place on the basis of a separate agreement concluded between the Parties for entrusting the processing of Personal Data, meeting the requirements arising from Article 28(3) of the GDPR.

CHAPTER VII. COMPLAINTS

1. In the event of non-performance or improper performance of the service by the Service Provider, the Client is entitled to file a complaint. Complaints about the services provided by the Service Provider to the Client may be submitted via:

1.1. mail to the following address: 1C/2 Baśniowa Street, 05-091 Ząbki,
1.2. fax to the telephone number: +48.502049866,
1.3. e-mail to the following e-mail address: office@webdisk.io

2. A complaint should contain at least:

2.1. data enabling the identification of the Client,
2.2. Customer's contact details,
2.3. Specification of the advertised service
2.4. presentation of the reasons for filing the complaint,
2.5. date and signature of the Client or a person authorized to represent him.

3. The Service Provider is obliged to consider the complaint within 14 days from the date of its delivery and to send a response to the complaint within this period to the contact address by mail, fax or e-mail indicated by the Client in the complaint. A response to a complaint requires justification by the Service Provider.

CHAPTER VIII. FINAL PROVISIONS

1. The Terms and Conditions shall enter into force on the date of their publication on the Service Provider's website.

2. Communication between the Parties will take place in the form of electronic correspondence or by telephone. The parties also allow for different forms of communication between them, and the following contact details are established for the purposes of communication:

Service provider:
correspondence address: 05-091 Ząbki, 1C/2 Baśniowa Street, e-mail address: office@webdisk.io phone number: +48 502049866
The customer provides their contact details when placing an order for services.
The contact details referred to in this paragraph are also included by the Parties in the Service Specification.

3. The applicable law for the Agreement and the interpretation of the documents listed in Chapter I and in point 1 of the Terms and Conditions is the Polish law.

4. If any of the provisions of the Agreement or the documents listed in Chapter I, point 3 of the Terms and Conditions turns out to be invalid or ineffective in the light of the provisions of generally applicable law, the Agreement and the aforementioned documents shall remain in force.

5. In the event of a dispute arising in connection with the performance of the Agreement or the provisions of the documents listed in Chapter I, paragraph 3 of the Terms and Conditions, the court competent for its resolution is the common court with jurisdiction over the registered office of the Service Provider.

6. To the extent not regulated by these Terms and Conditions, the Agreement and the documents listed in Chapter I, Section 3 of the Terms and Conditions, the provisions of the Civil Code, the Act on the Provision of Electronic Services of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended), as well as the relevant provisions of other acts shall apply.