

SaaS TERMS WebDisk Cloud Computing

CHAPTER I. INTRODUCTION

Failure to comply with these WebDisk Cloud Computing SaaS Terms of Use will result in immediate suspension or discontinuation of the SaaS Service (hereinafter referred to as the "Service"), in accordance with the applicable terms of its provision. All applications for information regarding the content of this document should be sent using a special form on the website https://webdisk.io/support

CHAPTER II. BREACH OF PROVISIONS

1. You are prohibited from using WebDisk networks and services to cause and/or promote illegal, abusive, or irresponsible behavior, such as:

- **1.1.** unauthorized access to or use of data, systems or networks, including any attempt to probe, investigate or test the vulnerability of a system or network or breach of security or authentication measures, without the express consent of the system or network owner;
- **1.2** carrying out activities that cause interference in the use of the Service for any user, including, as one of many examples, attacks with the use of pirated software, cracks, keygenerators, serials, computer attacks of any kind, including DOS attacks, viruses and other destructive elements, or deliberate attempts to overload the transmission system;
- **1.3.** collecting and/or using email addresses, names, or other identifying information without the consent of the person concerned (including, without limitation, spamming, phishing, online fraud, password theft, spidering);
- **1.4.** collecting and/or using information relating to third parties without the authorisation of the holder;
- **1.5.** using and/or distributing any false, misleading or unreliable information, as one of many, but not exhaustive, by e-mail or newsgroups;
- **1.6.** Use the Service to distribute software that fraudulently collects or deceitfully transmits information about you;
- **1.7** using the service to distribute software called "adware", excluding cases where:
 - 1.7.1 has the user's express consent to download and install the software, on the basis of an unambiguous and clearly visible notice regarding the the type of software;
 - **1.7.2** it is easily removable software, using standard tools for this purpose, including major operating systems (for example, Microsoft " add/remove programs ");



CHAPTER III. USE OF SYSTEM RESOURCES

1. You may not use the service in a manner that interferes with the normal functioning of WebDisk services. In this situation, Mazura Sp. z o.o. may demand the restoration of the normal level if this improper use interferes, in its independent judgment, with the use of the service by other users.

2. The User undertakes not to use damaged and not homologated, in accordance with European standards, equipment, or equipment with defects that may lead to damage to the integrity of the network and/or interfere with the Services and/or pose a risk to the physical safety of persons. Mazura Sp. z o.o. does not provide any warranty regarding the compatibility of devices and software (hardware and software) used by the Client when using the Service; appropriate such inspections are at the sole discretion of the Client.

CHAPTER IV. SENSITIVITY TEST

The User may not in any way examine, test or penetrate the vulnerability of the system and WebDisk network or violate the security of Mazura sp. z o.o. and the relevant authentication procedures, whether using passive or invasive techniques, without the express written permission of Mazura sp. z o.o., or, therefore, undertake the above-mentioned activities using the services provided by WebDisk, related to networks and/or information related to third parties, without their express permission.

CHAPTER V. NEWSGROUPS, FORUMS, OTHER NETWORKS

The Client accepts and agrees that the content of commercial messages, messages in any online advertisements, group chats or other forums in which he/she participates (as one of many examples), IRC and newsgroups, is subject to the applicable laws and applicable rules. You must also follow the rules of any other network that you access or use when using WebDisk services.

CHAPTER VI. OFFENSIVE CONTENT

1. It is forbidden to publish, transmit or save on the network or via WebDisk equipment, any content or links containing it, which Mazura Sp. z o.o. objectively considers to be:

1.1. establishing, representing, promoting, supporting or relating to the



any way to pedophilia, racism, bigotry, or containing pornographic content, contrary to the applicable law in this matter and allowed only for adults;

- **1.2.** Is excessively violent, violent, threatening, harassing, or hateful;
- **1.3.** are unethical or misleading with respect to the consumer protection laws of any country, including chain letters or pyramid schemes;
- **1.4.** Offensive or invading the privacy of individuals;
- **1.5.** posing a risk to the safety of persons and health, a risk to public safety or to the health of the general public, threatening national security or interfering with investigations conducted by the relevant Authorities;
- **1.6.** improperly discloses trade secrets, confidential information or information owned by third parties;
- **1.7** Activities intended to assist third parties in circumventing copyright law;
- **1.8.** Violate any third party's copyright, trademark, patent, or other proprietary right;
- **1.9.** promoting drugs, violating export control laws, illegal gambling and illicit arms trafficking;
- **1.10.** other illegal activities or incitement to illegal behavior, in violation of applicable law, applicable jurisdiction, customer or Mazura sp. z o.o.;
- **1.11** other harmful behavior, fraud, which may lead to legal proceedings against Mazura sp. z o.o.

2. Content "published and transmitted" via the network or infrastructure of Mazura sp. z o.o. is considered to be the content contained on websites, in e-mails, chats and any other content published or transmitted via the Internet.

SECTION VII: COPYRIGHTED MATERIAL

1. It is forbidden to use Mazura Sp. z o.o.'s network to download, publish, distribute, copy or use in any way texts, music, software, art, images, and other content protected by copyright, except where:

1.1 the owner of the relevant rights has given express authorization;

1.2 Applicable copyright laws in the applicable jurisdiction permit their use.

CHAPTER VIII. FINAL RESOLUTIONS

1. The Client undertakes to provide Mazura sp. z o.o. with their own personal data, necessary for the full and correct fulfillment of the contract; You also guarantee, under your own sole and personal responsibility, that the data you provide is correct, up-to-date and true and that your true identity can be identified.



2. The Client undertakes to immediately notify Mazura sp. z o.o. of any change in the provided data, within a period not exceeding 15 (fifteen) days from the occurrence of such changes, as well as to provide at any time, at the request of Mazura sp. z o.o., an appropriate document certifying his/her identity, place of residence or registered address and, if necessary, proof of performing the function of a representative of the legal person being the applicant or being in possession of the service.

3. By receiving the information described above, Mazura sp. z o.o. has the right to require additional documentation from the client, certifying the communicated changes. If the Client fails to provide Mazura sp. z o.o. with the above-mentioned information or the required documentation, or, in the event that Mazura sp. z o.o. provides us with false, outdated or incomplete data, or data that Mazura sp. z o.o. has reasons to believe, in its own indisputable opinion, as such, Mazura sp. z o.o. reserves the right to:

- **3.1** reject the request presented by the Client regarding the activities to be performed as part of the service provided;
- **3.2** suspend the service immediately, without notice and for an indefinite period;
- **3.3** cancel and/or interrupt without prior notice any modifying the data assigned to the Service;
- **3.4** withdrawal from the Agreement.

4. The Client accepts that in the event that the public IP addresses assigned to his account are entered into a blacklist (abuse database) such as the one on the spamhaus.org website, and there is an automatic violation of these Terms and Conditions; accordingly, Mazura sp. z o.o. may take any measures deemed appropriate to protect its own IP, including suspension and/or termination of the service, regardless of signaling/blacklisting the IP due to the fault of the Client;

5. The Client agrees that the data stored in the shared system may be quarantined or deleted if they are infected by viruses or otherwise damaged, or according to the indisputable opinion of Mazura sp. z o.o., may potentially infect or damage the system or data of other customers located on the same infrastructure.

6. The Client undertakes to comply with the standards of appropriate use of network resources, commonly referred to as "Netiquette".

CHAPTER IX. SLA

Compensation Provided by the "Service Level Agreement" of WebDisk Cloud Computing, do not apply in the event of service interruptions resulting from a breach of these terms and conditions.