

GENERAL TERMS OF USE FOR SERVICES

Version as of 1.03.2023r

Whenever the word Netcloud24 appears in these regulations, it refers to the company NWMA Sp. z o.o. with its registered office in Karniowice, Mickiewicza 13, which is the owner of the domain www.netcloud24.com and provides services on it.

1. ORDERING SERVICES.

- 1.1. To use Netcloud24 services, the customer must have an active customer account, which can be created on the Netcloud24.com website. During registration, the customer must enter the necessary information, such as email address, first and last name or company name, address, and bank details. The customer must confirm that all information provided by them is correct and will be updated throughout the duration of the agreement. If the customer account is used by a third party, this person will be treated as acting on behalf of the customer and must have full authority to enter into and perform the agreement.
- 1.2. Netcloud24 has the right to verify the accuracy of the information submitted by the customer during the registration of the Customer Account, as well as at any time during the agreement. In case of incomplete, inaccurate, or false information, Netcloud24 has the right to request documents confirming their correctness or deactivate the Customer Account. Before activating the Customer Account, Netcloud24 reserves the right to perform such verification.
- 1.3. After activation of the Customer Account by Netcloud24, the Customer has the option to order Services through the Netcloud24.com website or directly using the Customer interface or API interface if Netcloud24 has provided such an interface. The customer is responsible for managing their Customer Account and authentication data (such as username and password). All Service Orders placed from the Customer Account are considered as ordered by the Customer themselves and are binding on them. The terms and conditions of providing Services vary depending on the type of Service ordered, and some of them require prepayment by the Customer. The customer is obliged to familiarize themselves with the terms of the execution of the ordered Services and make sure they meet their requirements.

2. SERVICES.

- 2.1. The provision of Services and their use are subject to these Terms of Use for Services, the Special Terms of Use for Services applicable to specific Services, all other terms set forth by the General Terms of Use for Services and the Special Terms of Use for Services, such as the Personal Data Processing Agreement, the Terms of Use for External Entities' Products, and the Netcloud24 Code of Ethics, as well as any other information provided to the Customer during the submission of the Order (hereinafter "Terms of Use for Services"), available on the Netcloud24.com website. The use of External Entities' Products (such as programs, systems, applications, etc.) provided by Netcloud24 in the course of providing Services may be subject to specific terms of use (hereinafter referred to as Terms of Use for External Entities' Products). The Special Terms of Use for Services and the Terms of Use for External Entities' Products are supplementary to these General Terms of Use for Services. In case of contradiction, the Special Terms of Use for Services and the General Terms of Use for Services shall apply with precedence over the Terms of Use for External Entities' Products. All applicable Terms of Use for Services are available on the Netcloud24.com website and may be sent to the Customer upon request to the Netcloud24 Support Department. The Terms of Use for Services may vary depending on the country in which the services are located.
- 2.2. Through the Netcloud24.com website, the customer has access to online resources that contain information about the offered services. These resources may include information about various features, options, configurations, and documentation, technical guides, and use cases. If the customer requires additional information, they can contact the Netcloud24 Support Department. In cases where Netcloud24 offers services compliant with recognized standards or regulations relating to specific industries, Netcloud24 defines the scope of its responsibility and the conditions under which it meets these standards or regulations.
- 2.3. Netcloud24 is obliged to provide services to the customer with due care and skill, in accordance with the description, terms, and service levels specified in the agreement. The company commits to acting in accordance with the relevant standards and diligence, in terms of providing an appropriate team that will ensure customer support and incident management, as well as ensuring the availability and security of services in line with the established terms and performance levels.



3. TERMS OF USE FOR SERVICES.

- 3.1.** The Customer accepts the order and use of services in accordance with the terms specified by the provider. The use of services should be carried out in a fair manner. The Customer undertakes to comply with the general terms of use for services and special terms related to them and apply the appropriate terms for using the products of other entities, as specified by the provider. If the Customer uses the services on behalf of another entity or allows their use, they must ensure that the entity complies with the relevant terms of use for services.
- 3.2.** Before starting to use the Services, the Customer should familiarize themselves with the Terms of Use for Services, including the Special Terms of Use for Services and the Terms of Use for External Entities' Products, and the documentation related to the Services, in order to choose the appropriate Services for themselves and external entities. The Customer is obliged to ensure that the Services are in compliance with the legal requirements for the actions they intend to perform. If the Customer needs additional information, they can contact the Netcloud24 Support Department. The Terms of Use for Services are updated, and the Customer is responsible for familiarizing themselves with them, especially when placing new orders.
- 3.3.** To use the Services, the Customer must have access to a remote connection, such as the Internet or a private network. Preparing and paying for such a connection is the sole responsibility of the Customer. The Customer is informed that the use of the Internet network carries technical risks and security threats, which are independent of the technical measures applied by Netcloud24 in providing the Services. Netcloud24 is not responsible for the actions of Internet service providers or other external data transmission network entities, including, but not limited to, connection failures, bandwidth changes, connectivity interruptions, etc., or for the consequences of such actions, especially when they result in unavailability or interruptions in the provision of Services.
- 3.4.** The Customer is responsible for managing the authentication methods required for using the Services and for maintaining the confidentiality of this information. The Customer is obliged to ensure that users have the knowledge and comply with standard procedures that allow maintaining the confidentiality of authentication data. The Customer bears sole responsibility for the consequences arising from the loss, disclosure, or improper use of the authentication data provided to the user. Netcloud24 is in no case responsible for these actions. The Customer undertakes to promptly notify Netcloud24 of the loss or disclosure of authentication data and immediately change this data.
- 3.5.** Netcloud24 does not handle information, data, files, systems, applications, websites, and other elements that are used and/or managed by the Customer within the Services (collectively referred to as Content), except for elements provided by Netcloud24. Netcloud24 does not have access rights to the Content for purposes other than necessary for performing the Services. Netcloud24 does not carry out verification, validation, or updating of the Content, nor does it create special backups of the Content stored within the Services. In accordance with the agreement, the Customer bears sole responsibility for securing their Content against loss or degradation. The Customer ensures that the Content is legal and used in accordance with industry standards and applicable laws and regulations. The use of any illegal or inappropriate Content is prohibited, including the use of Content in a manner that is contrary to the law or constitutes abuse. Netcloud24 reserves the right to immediately suspend or deactivate the Customer's Account or terminate the agreement with the Customer in the event of a breach of the agreement by the Customer.
- 3.6.** The Client is obliged to use the Services in a reasonable manner, in accordance with the Netcloud24 Code of Ethics, available on the Netcloud24.com website, and in accordance with applicable laws. The Client undertakes to follow all updates and changes in the Code of Ethics sent by Netcloud24. Prohibited actions include, but are not limited to:
- A.** excessive or unfair use of the Services and resources provided to the Client, particularly those that threaten the stability and security of Netcloud24 systems or may negatively affect the quality of services provided for other Netcloud24 clients;
 - B.** hacking or attempted hacking using the Services (such as port scanning, sniffing, spoofing, or attacks on external entities originating from resources provided by Netcloud24);
 - C.** sending spam or other correspondence similar to spam or attempting such actions;
 - D.** using illegal or prohibited content, as defined in paragraph 3.5 "Content". It should be noted that cryptocurrency mining, distributed denial of service attacks, spam, and any other activities intended to disrupt, damage, or limit the functionality of any Services are strictly prohibited. However, the Client has the right to use consensus mechanisms, such as "proof of stake," for approving transactions in the blockchain, provided that such mechanism does not fall under the restrictions specified in point A. above.
- 3.7.** Netcloud24 reserves the right to suspend or partially suspend services in the event of:
- A.** a threat to the stability and/or security of Netcloud24 systems or the environment by the Client's services and/or content;
 - B.** scheduled maintenance actions;
 - C.** a request from a legal authority or competent court;
 - D.** the Client's non-compliance with the terms of use of the services.



In urgent cases, suspension may occur without prior notice, especially in the case of events mentioned in A. and C., illegal or improper use of services or their use in a manner that infringes on the rights of a third party, or in any way that may involve Netcloud24's liability. Netcloud24 will endeavor to minimize the impact of the suspension on the normal operation of the services unless it is required due to legal or judicial proceedings or when the Client does not comply with the terms of use of the services. Suspension does not relieve the Client from the obligation to pay the entire amount of contractual fees due to Netcloud24. The schedule of planned maintenance actions is available through a special interface. Suspension does not result in the deletion of the Client's data, and the duration of the suspension is not considered a lack of service availability within the meaning of the agreed service level availability unless the suspension results solely from Netcloud24's failure to fulfill its obligations. If the suspension results in the Client's breach of contractual obligations, Netcloud24 retains the right to terminate the agreement in accordance with the article "Duration, extension, and termination of service provision" and to exercise other rights and remedies.

- 3.8.** Netcloud24 has the right to make modifications, additions, changes, or deletions of features, scopes, and options of the Services, as well as to improve their functionality at any time. The Services are described on the Netcloud24 website. The Client is obliged to regularly check for changes in the Services, which are immediately applied to all new orders. The Client will be informed by email or through the management interface of any significant updates regarding the Services used by them, which may affect the quality of the Services provided, at least one (1) month before the introduction of the change. However, changes in External Entities' Products and urgent cases (such as security threats or updates resulting from legal or regulatory provisions) may result in immediate modifications of the Services. In the event that an update reduces the quality.
- 3.9.** Netcloud24 provides the Client with various elements, including software, infrastructure, and documentation, in order to enable the provision of Services. All of these elements remain the exclusive property of Netcloud24 or other entities that have granted permission for their use. Netcloud24 grants the Client a non-exclusive license to use these elements solely within the scope of this Agreement and only for its duration. The Client is responsible for obtaining all permissions and rights to other elements and content, such as data, software, applications, systems, and websites, that are used in connection with the Services. The Client and users retain all intellectual property rights to their content, and Netcloud24 will not use them beyond the scope necessary to provide the Services. However, the Client has no right to decompile the software, source code, and algorithms used during the provision of Services or to apply reverse engineering, in accordance with applicable law.
- 3.10.** The term "Sanctions" used in these Terms of Service means any statutory, executive, embargo, and restrictive measures, administered, enacted, or enforced by the United Nations, the European Union, France, any EU member state, the United Kingdom, the United States of America, as well as other relevant authorities responsible for sanctions. This term refers to economic or trade sanctions, export or trade controls, non-proliferation of nuclear weapons, counterterrorism, and similar laws, regulations, rules, or requirements that are periodically in force.
- A.** The Client undertakes to comply with Sanctions for the entire duration of the Agreement. The Client represents and warrants that they are not and have not previously been subject to Sanctions as a person who is a target or subject to any Sanctions; does not own or act on behalf of a person or entity that has been subject to any sanctions, is a target of or otherwise subject to them; and that the Services will not be sold, exported, diverted, or otherwise provided to persons or entities located in jurisdictions, countries, or regions subject to comprehensive Sanctions or trade embargoes, governments of these countries or regions, or persons or entities that are otherwise targets of Sanction regulations, or persons or entities that are directly or indirectly involved in acts of terrorism or related to weapons of mass destruction or missile applications. The Client will also not use, engage in, sell, supply, provide, transfer, or export, or facilitate the use, sale, supply, provision, transfer, or export of Services in a manner that would otherwise violate Sanctions. The Client will promptly inform Netcloud24 if any representations and warranties in this clause cease to correspond to the actual state of affairs in any respect at any time during the Agreement.
- B.** Netcloud24 does not have to fulfill any obligation arising from this agreement if its performance violates Sanctions applicable to Netcloud24 or exposes Netcloud24 to the risk of enforcement actions, penal measures, restrictions, or other adverse actions resulting from Sanctions.
- C.** Netcloud24 guarantees that, in accordance with the Terms of Service and specific limitations related to the Client's activities, the Services may be legally marketed and used in the European Union and in countries where Data Centers are located and serve to provide Services. However, if the Client uses the Services in a country or outside the borders of a country where Data Centers are not located or allows third parties to use the Services, the Client is responsible for verifying that the use of Services does not violate applicable statutory and executive provisions, including, for example, Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering, and transit of dual-use items and U.S. regulations such as the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Netcloud24 is a reseller of third-party solutions subject to U.S. regulations.
- D.** If the Client breaches any of the provisions of this clause or the representations and/or warranties specified in this clause cease to be consistent with the actual state of affairs at any time during the Agreement, or if paragraph (B) applies, Netcloud24 has the right, at its sole discretion, to terminate all or part of the Agreement, notifying the Client in writing, on the terms and in the manner specified by Netcloud24 in such written notice. Netcloud24 reserves the right to refuse to accept orders placed from areas subject to Sanctions or by individuals residing in those areas or individuals subject to Sanctions.



- 3.11.** Unless otherwise provided for in the special terms of service, Netcloud24 is not responsible for third-party products that are made available as part of the services and may contain technical errors, security gaps, inconsistencies, or instability. Netcloud24 does not guarantee any terms of third-party products that are provided to the Client as part of the services provided, including any related information and elements such as software, systems, applications, etc. The Client has the right to use third-party products provided by Netcloud24 only in accordance with the terms of the agreement, and in particular, decompilation, access to the source code, and reinstallation of the software on other available software or systems are prohibited. The Client uses third-party products at their own risk and in accordance with the terms of service and is responsible for checking whether the services are adapted to their needs and purposes.
- 3.12.** Unless otherwise specified in the Special Terms of Service, the termination of the Services for any reason (in particular, termination or non-renewal of the Agreement, non-compliance with the Terms of Service, etc.) and the execution of certain actions aimed at updating or reinstalling the Services will result in the irreversible deletion of all Content, including information, data, files, systems, applications, websites, and other elements that were reproduced, stored, collected, transmitted, distributed, published, and otherwise used and/or operated by the Client as part of the Services, including any backups. Before terminating or ending the provision of the Service and before initiating any operations for removal, updating, or reinstallation of the Service, the Client is obliged to independently perform all actions (such as creating backups, switching to third-party solutions, taking snapshots, etc.) necessary to preserve their own content. Upon the Client's request, subject to the provisions of the "Confidentiality" article, Netcloud24 will provide all technical information concerning the Services that may facilitate reversing and recovering the Client's Content. However, such assistance may result in additional charges, which will be determined based on the financial terms available on the Netcloud24 website or upon request submitted to the Netcloud24 Support Department. Netcloud24 will not undertake any actions aimed at restoring or migrating the Client's Content, as this is the sole responsibility of the Client. Except for the data that Netcloud24 must retain in accordance with applicable laws, the data listed below in the "Netcloud24 Processes" article, and any data necessary to defend its rights, Netcloud24 undertakes not to store copies of the Client's data after the termination of the Services, unless the Parties have agreed or decided otherwise in the relevant Special Terms of Service.

4. ANTI-SPAM MEASURES IN THE NETCLOUD24 NETWORK.

- 4.1.** Netcloud24 has implemented a system of measures aimed at preventing the sending of fraudulent and spam e-mail messages from their infrastructure. To this end, the company verifies the data stream sent from the Client's SMTP server using automated tools. The transmitted data is not filtered or intercepted, but only verified with a few seconds delay, with these operations being carried out in parallel. Netcloud24 does not store any information other than statistical data, and the entire process is fully automated and takes place without human intervention. Under no circumstances are any operations carried out directly on the data transfer between the server and the internet network or on the outgoing e-mail messages of the Client, which are not marked or modified by Netcloud24.
- 4.2.** Netcloud24 has the right to block the sending of e-mail messages in certain cases. This applies to situations where the Client sends e-mail messages from the server that have been identified as SPAM or fraudulent messages. Netcloud24 will then inform the Client of this fact by e-mail and block the SMTP port of the Server.
- 4.3.** Clients may request the unblocking of the SMTP port. In case of another detection and marking of messages as SPAM, Netcloud24 will again restrict access to the port, this time for a longer period. After the third blocking, Netcloud24 reserves the right to reject any further requests for unblocking the SMTP port.
- 4.4.** Netcloud24 does not store any copies of messages sent through the SMTP port from the Server, even if they have been marked as SPAM.

5. PROTECTION AGAINST DOS AND DDOS ATTACKS.

- 5.1.** Netcloud24 has implemented a system designed to protect against DoS and DDoS (distributed denial of service) attacks, provided that these attacks are conducted on a massive scale. The main goal of this system is to ensure continuous service availability to clients during an ongoing attack. This mechanism involves verifying traffic directed towards the client's service and originating from outside the Netcloud24 network. Traffic deemed to be illegitimate is blocked before reaching the client's infrastructure, allowing authorized users to access the applications offered by the client, despite the attack.
- 5.2.** The presented security measures do not guarantee protection against cyberattacks, such as SQL injections, brute-force attacks, or exploitation of security vulnerabilities. Due to the high complexity of the security service, Netcloud24 is only obliged to act diligently. Consequently, it is possible that some attacks may not be detected by the installed tools, and their operation may not be guaranteed. Depending on the type of attack and its complexity, Netcloud24 applies various levels of traffic protection to safeguard the infrastructure and services of clients.



- 5.3. Netcloud24 initiates mitigation only after an attack has been detected by the installed tools. As a result, the service is directly exposed to the attack until the filtering is activated, which may cause service unavailability. The mitigation option is activated for an indefinite period and automatically deactivated when Netcloud24 determines that there are no other malicious activities or unwanted data being sent to the client's service. During the filtering period, Netcloud24 cannot guarantee the availability of the client's applications but will do everything in its power to limit the impact of the attack on the client's service and Netcloud24 infrastructure. If the attack threatens the integrity of Netcloud24 infrastructure or poses a risk to other clients of the company, Netcloud24 will strengthen security measures, which may affect the performance or availability of the client's service. There is also a risk that some of the traffic generated by the attack may not be detected by Netcloud24 equipment and reach the client's server.
- 5.4. The effectiveness of mitigation also depends on the configuration of the Client's Service, so the Client is obliged to ensure that they have the appropriate skills for proper server management.
- 5.5. It is important to note that activating mitigation in no way absolves the Client from the responsibility of taking action to secure the Service, such as installing protective tools (e.g., firewalls), regularly updating the system, creating data backups, and ensuring the security of IT programs (scripts, codes, etc.).

6. SERVICE IN THE TESTING PHASE.

- 6.1. Netcloud24 reserves the right to offer services or new features in a "Testing" version (hereinafter referred to as "Testing Service(s)").
- 6.2. A Test is any phase of the service development process during which the Client has the right to use a specific Netcloud24 service before its market launch to participate in its improvement and detect any irregularities. Netcloud24 will identify the Testing Service in any way it chooses. For example, any version of a service marked by Netcloud24 on its website as Alpha, Beta, or Gamma will be treated as a Testing Service in accordance with these provisions.
- 6.3. The Client may be asked to regularly provide feedback on the use of the Service in the testing phase through various pre-established channels provided by Netcloud24. The Client acknowledges and is informed that the Testing Service provided by Netcloud24 is in the testing phase, as commonly understood. Therefore, the Client agrees to bear all risks associated with this phase, such as instability, malfunctions, unavailability, loss, or modification of data. Service Levels (SLA) specified in these specific conditions do not apply to Testing Services.
- 6.4. Netcloud24 reminds the Client that during the testing phase, it is strongly discouraged to store files that are crucial or essential to the Client's business on the Testing Service. The Client undertakes not to store personal data on the Testing Service.
- 6.5. Netcloud24 does not guarantee the introduction of the Service into circulation and the continuity of its operation after the completion of the testing phase. Netcloud24 reserves the right to suspend or terminate the Testing Service at any time without paying compensation. Consequently, Netcloud24 reserves the right to narrow, limit, or suspend the Testing Service without notice or compensation if it is found that the Client is using the services provided for purposes inconsistent with the terms of the agreement with Netcloud24 or inconsistent with the purposes of the tests conducted within the Testing Service.
- 6.6. In case of non-renewal of the testing phase, Netcloud24 makes every effort to inform the Client in advance and delete all data stored by the Client on the Testing Service. Upon the termination of the provision of the Testing Service, regardless of the reason, Netcloud24 undertakes to delete all data stored by the Client within the Testing Service.

7. NETCLOUD24 SUPPORT DEPARTMENT.

- 7.1. The Netcloud24 Support Department is responsible for handling Incidents related to Services and for providing information to the Client regarding the features and conditions of using the services upon request. Communication with the Netcloud24 Support Department is possible only in Polish or English, and information about Services is available only during business hours. Except for specific support levels. In that case, Incident support is provided by Netcloud24 24 hours a day, 7 days a week, 365 days a year. To ensure the continuity of Incident support in 24/7/365 mode, Netcloud24 reserves the right to outsource part of the Support to subcontractors, in accordance with the provisions of the articles "Subcontracting" and "Personal Data Processing".
- 7.2. The Client may contact the Netcloud24 Support Department by email, a special form available in the Management Interface, or by phone, calling +48 532 134 735 or other phone numbers indicated on the Netcloud24 website if any. Outside business hours, contact with the Netcloud24 Support Department is possible only by email or through the Management Interface. For each request or Incident report, Netcloud24 will create a ticket ("Ticket") and inform the Client of the ticket number via email. The Client has access to the history and status of tickets and Incidents through the Management Interface. Before using the



Netcloud24 Support Department, the Client is obliged to familiarize themselves with the resources and information available on the Netcloud24 website (user guides, use cases, product documentation, etc.) and in the Management Interface (reporting, monitoring, etc.). The Client may not contact the Netcloud24 Support Department regarding services or products that they did not purchase directly from Netcloud24 or directly with their own clients or any other party outside the Agreement. Netcloud24 reserves the right to refuse to accept requests that do not meet these conditions. The Client undertakes to use the Netcloud24 Support Department properly and to behave in an appropriate, friendly, and respectful manner in communication with it. Netcloud24 reserves the right not to respond to the Client's requests and to terminate the Agreement immediately in the event of offensive, reprehensible, or humiliating behavior. Such behavior may also lead to legal action against the Client. In such a situation, Netcloud24 may use any evidence it deems useful and relevant (e.g., call records with the client, screenshots, emails, phone call recordings). The Netcloud24 Support Department is responsible for handling Incidents related to Services and providing the Client with information on the features and Terms of using the services upon request. The work of the Netcloud24 Support Department is included in the price of Services.

- 7.3.** In case the Services are not functioning properly, the Client is obliged to perform technical tests recommended on the Netcloud24 website. If these tests do not solve the problem, the Client may report an Incident to the Netcloud24 Support Department, providing as much information as possible to facilitate proper diagnosis. Upon reporting an Incident, the Netcloud24 Support Department will conduct investigations to identify the cause of the problem and establish a diagnosis. The Client agrees to remain constantly available to Netcloud24 to enable proper diagnosis and resolution of the Incident, in particular by providing Netcloud24 with additional information and conducting all necessary tests and verifications. In terms of Incident support, Netcloud24 and its partner companies are authorized by the Client to connect to the Client's Services at the hardware and software level to take the necessary actions to carry out the diagnosis. Netcloud24 will inform the Client of the progress of the actions. If Netcloud24 determines that the Services are available and functioning properly, that the existence of an Incident cannot be confirmed, or that the Incident is not within Netcloud24's responsibility, the Client will be informed accordingly. In such a case, the time spent by Netcloud24 on diagnosis and assistance to the Client may be charged to the Client as an additional service in accordance with the price list available on the Netcloud24 website or provided to the Client. Netcloud24 reserves the right to refuse assistance if it determines that the Client is in breach of the Agreement or any applicable law. If the Incident is within the scope of Netcloud24's responsibility, Netcloud24 will complete the diagnosis and begin work to restore the provided Services. Work performed by Netcloud24 in such cases will not be subject to additional fees. Netcloud24 will establish a diagnosis using all necessary means, including the exchange of information between the Parties and data from the Netcloud24 information system, which the Client hereby expressly confirms. Netcloud24 does not provide any warranty concerning repair time or time frames leading to the resolution of Incidents within the Netcloud24 Support Department, except for Special Terms of Service use and other support levels.
- 7.4.** Netcloud24 offers not only Standard support, as described above but also other levels that provide the Client with access to additional services and levels of engagement. The terms of use of these support levels are detailed in the Special Terms of Service Use and other relevant documents, which are available on the Netcloud24 website or upon request submitted to the Netcloud24 Support Department.

8. LIABILITY.

- 8.1.** Each party warrants and represents that they have the full capacity and rights necessary to enter into and perform the Agreement. In particular, the Client and Netcloud24 confirm and warrant that they have all the rights, skills, and knowledge (especially of a technical nature) necessary to use the Services and provide them in accordance with the terms of the Agreement.
- 8.2.** If Netcloud24 commits to certain service levels in the Special Terms of Service Use, and such a level is not achieved, Netcloud24 shall make a payment or provide a credit to the Client as the sole remedy. In such a situation, Netcloud24 bears full liability for not meeting the service level specified in the Special Terms of Service Use. In cases where Netcloud24 is not committed to a specific service level, Netcloud24's total liability towards the Client may not exceed the total amount of fees paid by the Client to Netcloud24 for the provided services within the last six months prior to the claim for compensation, regardless of the reason for the claim (i.e., breach of contract, misrepresentation, tort, etc.).
- 8.3.** Netcloud24 shall not be held liable under or in connection with this Agreement in any circumstances, to the extent that such lack of liability is permitted by applicable law:
- A.** Netcloud24 shall not be held liable for the Client's or any third party's use of the Services in a manner that breaches the terms of the Agreement.
 - B.** Netcloud24 shall not be held liable for non-performance, failures, malfunctions, or unavailability of the Services resulting from the actions of third parties (excluding Netcloud24's subcontractors), the Client, or External Entity Products, nor for the Client's failure to fulfill its obligations.
 - C.** Netcloud24 shall not be held liable for indirect or consequential losses or damages.
 - D.** Netcloud24 shall not be held liable for loss of business opportunity, loss of revenue, loss of reputation, loss of contracts or customers, loss of the use of money, loss of opportunity, loss, damage, or distortion of data, whether these losses are direct,



- indirect, or consequential. In particular, it is not liable for the untimely disclosure of confidential information resulting from security breaches or system intrusions, actions of third parties against the Client, etc.
- E. Netcloud24 shall not be held liable for the loss, disclosure, or illegal or fraudulent use of User authentication data by the User or any third party in connection with the use of the Services covered by this Agreement.
 - F. Netcloud24 shall not be held liable for the suspension of access or temporary/permanent suspension of the supported Services in accordance with Article 3 of these General Terms of Service Use, which may result from the demands of a legal authority or a competent court.
 - G. Netcloud24 shall not be held liable for the loss, damage, or alteration of all or parts of the Content (including information, data, applications, files, or other elements) stored in the Infrastructure if it results from the actions or negligence of the Client, especially the lack of backup operations.
 - H. Netcloud24 shall not be held liable for the lack of adaptation of the Services to the specific needs of the Client, including those related to data sensitivity.
 - I. Netcloud24 shall not be held liable for security incidents related to the use of the Internet, particularly for the loss, alteration, destruction, disclosure, or unauthorized access to the Client's data or information from the Internet.
 - J. Netcloud24 shall not be held liable for disruptions to systems, applications, and other components installed by the Client in the infrastructure.
- 8.4.** The Client bears the risk associated with the conduct of their business and is responsible for using Netcloud24 Services in accordance with the applicable Terms of Service. The Client is responsible for adapting the ordered Services to their needs and the needs of external entities for whom or on whose behalf the Services are used. Moreover, the Client is responsible for the Content (information, data, files, systems, applications, etc.) that they use within the Services and for managing it in accordance with applicable laws and regulations, as well as the Code of Ethics. In cases where the Content belongs to an external entity or is used by or on behalf of an external entity, the Client is also responsible for it. If the Client conducts business or acts on behalf of an external entity, the Client undertakes to purchase an insurance policy covering the entire potential amount of damages and to maintain such policy throughout the duration of the Agreement.
- 8.5.** Both Parties to the Agreement ensure that they act in accordance with applicable law. The Client undertakes to protect NETCLOUD24 from any consequences arising from the improper use of the Services, such as:
- A. using or exploiting illegal Content,
 - B. using the Services in a manner inconsistent with the Terms of Service or other regulations,
 - C. infringing the rights of external entities,
 - D. selecting inappropriate Services for the needs of the Client or Users,
 - E. loss or improper use of User authentication data.
- The Client undertakes to take appropriate actions in the event of any complaints or claims from external entities regarding the Content and/or Terms of Service. The Client also undertakes to protect Netcloud24 from any damages, costs, or expenses that may result from such complaints or claims, including legal fees or court costs.
- 8.6.** In accordance with the agreement, Netcloud24 is not obliged to take any action on behalf of external entities, including Users, and no provisions of the agreement can be interpreted as containing obligations towards third parties in relation to the parties of the agreement. The Client is responsible for cooperating with external entities, including Users of the Services, and for securing and protecting Netcloud24 from claims, complaints, or actions of third parties concerning Netcloud24 Services. The Client undertakes to promptly notify Netcloud24 in writing of any claims, complaints, or legal actions taken by an external entity concerning Netcloud24 Services, providing details of the complaint and any other relevant information, enabling Netcloud24 to provide the Client with the necessary information. Netcloud24 reserves the right to participate in such legal proceedings.
- 8.7.** In this article, it is explained that the "Affected Party" means the party to the agreement that is affected or claims to be affected by a force majeure event. A "Force Majeure Event" means an event that is beyond the control of either party, such as a natural disaster, an act of terrorism, war, civil unrest, fire, explosion, or changes in law. If a force majeure event prevents the performance of obligations arising from the agreement, neither party is liable for that delay or non-performance. However, the Affected Party must promptly notify the other party in writing of the circumstances and the anticipated duration of the force majeure event, as well as regularly update on the situation status. If the force majeure event persists for more than 30 consecutive days, the party not affected by the event may terminate all or part of the services affected by that event by notifying the Affected Party, without incurring any liability.

9. FINANCIAL CONDITIONS.

- 9.1.** The prices of Services invoiced to the customer are valid at the moment of placing the Order by the Customer in accordance with the price list published on the Netcloud24 website and include VAT. Information on prices is provided to Customers by the Netcloud24 Support Department upon request. Unless otherwise specified, all prices are in euros. Netcloud24 offers various prices depending on the type of Service (monthly flat rate, annual flat rate, one-time usage price, etc.). These prices may be



associated with a commitment to a specific period of use and/or a specific invoicing method. If several prices are available for the same Service, the Customer can choose one of them when placing the Order. Some Services are available exclusively for business customers and not for individual consumers. The prices of these Services are given without tax. If there is no special mechanism for determining prices, the prices of Services include the cost of acquiring licenses and rights to use tools, software, and operating systems used by Netcloud24 and/or provided to the Customer by Netcloud24 within the provision of Services. The Customer bears full responsibility for obtaining and fulfilling their obligations regarding all licenses and usage rights necessary for operating or using the Content within the Services. The methods of calculating the price of Services, as well as the billing units, are specified on the Netcloud24 website and in the applicable Special Terms and Conditions of Use of Services. Each started billing unit is invoiced and due in full. The Customer is obliged to take this into account before placing the order. Some Services may require additional installation or startup costs.

- 9.2.** Netcloud24 reserves the right to change prices at any time. New prices apply from the moment new orders are placed. In case of an increase in the price of Services the Customer is already using, Netcloud24 undertakes to notify the Customer of the price change by email at least one (1) calendar month in advance. In this case, the Customer has the right to cancel the Service concerned within four (4) months without incurring any penalties. The Customer must send the termination by registered mail with acknowledgment of receipt or through a specified form available in the Management Interface.
- 9.3.** Netcloud24 will invoice Services based on Customer Orders and Service usage according to the arrangements made in the Netcloud24 information system. The invoicing method and periodicity (monthly, yearly, or other) of invoices depend on the type of Service. The Customer should familiarize themselves with the billing information before placing an Order. Netcloud24 sends invoices to the Customer after each payment and the Customer agrees to receive invoices electronically. The invoice is sent by email and/or made available to the Customer in the Management Interface. The Customer is responsible for storing a copy of the invoice in accordance with applicable regulations. Invoices provided in the management interface remain available for a period of twelve (12) months from the date of availability.
- 9.4.** Services provided by Netcloud24 are payable upon receipt of the invoice, which can be received when placing the order or later, depending on the type of Service. The Customer is obliged to choose the appropriate payment method, which is available in the Management Interface, and which type may vary depending on the Service. Before placing an order, the Customer is obliged to familiarize themselves with information about available payment methods. In the case of pay-as-you-go services, Netcloud24 has the right to issue an invoice before the end of the month if the total value of Services used by the Customer in a given month reaches a significant amount. The Customer is responsible for making the payment in accordance with the "Financial Conditions" article. The Customer must choose the appropriate payment method and ensure sufficient funds to cover the payment. If the Customer decides to cancel the Services before the end of the usage period, they are not entitled to a refund for unused Services. However, the Customer has the right to claim liability from Netcloud24 in accordance with the "Liability" article if the situation arises from Netcloud24's failure to fulfill its obligations.
- 9.5.** In the event of non-payment by the Customer to Netcloud24 of the amount due under the Agreement within the payment deadline, the Customer is obliged to pay interest on the overdue amount at a rate of 5.5 percentage points per annum above the reference rate of the National Bank of Poland. These interest charges will be calculated daily from the due date to the actual payment of the overdue amount, both before and after any court judgment in the matter. The Customer is also obliged to pay the interest together with the overdue amount. In the event of a delay or non-payment by the Customer resulting from the Agreement, which lasts longer than four (4) days after the Customer has received notification of non-payment or delayed payment sent by Netcloud24 by email, Netcloud24 reserves the right to:
- A.** demand immediate payment of all outstanding amounts remaining to be paid by the Customer under the Agreement, regardless of the payment terms, and
 - B.** decide to immediately suspend, without prior notice, all or some of the Customer's Services (including those already paid for), refuse to accept a new Order or extend the provision of the Service to the Customer, and terminate all or part of the Agreement.
- 9.6.** If the Customer notices an inconsistency regarding invoicing or the nature of the Services, they must inform the Netcloud24 Support Department as soon as possible via the Management Interface, and within one (1) month from the date of issuance of the invoice. In the absence of such notification, the Customer must settle all unpaid invoices in accordance with the terms of the Agreement. Nevertheless, the Customer has the right to later challenge such an invoice. In the case of errors or delays in invoicing Services, Netcloud24 has the right to issue a correct invoice or correct the existing invoice, but only within the limits of applicable restrictions, such as the statute of limitations for claims.

10. DURATION, EXTENSION, AND TERMINATION OF SERVICE PROVISION.

- 10.1.** The Agreement between Netcloud24 and the Customer is concluded for an indefinite period and remains in force as long as the Customer uses the Services provided by Netcloud24. The usage period, i.e., the time for which the Customer undertakes to use the Services, is determined by the price selected by the Customer when placing the Order. In the case of lump-sum or fixed



payments, the Customer undertakes to use the Services for the entire duration of the Agreement, unless the "Special Conditions for Consumers" article or the "Termination due to Breach" section applies. In the case of payment for one-time use of the Service, the Services are available to the Customer indefinitely, and the Customer may terminate the use of the Services at any time following the applicable procedures.

- 10.2.** The conditions for continuing the provision of Services vary depending on their type, as described below. Some Services are automatically extended ("Automatic Renewal"), while others are extended upon prior payment by the Customer. In the case of various renewal options, the Customer is responsible for choosing the method of extension. For some Services, automatic renewal is enabled by default. Requests for re-execution of payment are automatically rejected in the case of non-execution or incorrect payment (incorrect amount, incomplete payment, payment without required references, or made using a method or procedure not accepted by Netcloud24). In the case of payment by check, the Customer must issue the payment early enough for the check to be received by Netcloud24 before the end of the Service provision period. In the case of Service withdrawal, Netcloud24 reserves the right not to extend its provision with appropriate prior notice.
- 10.3.** If either party breaches the agreement provisions in a way that is impossible to remedy, the other party has the right to immediately terminate the agreement by providing written notice. If the breach is remediable, the other party must receive written notification by registered letter and has seven days to remedy it. If the Customer uses Netcloud24 Services in a dishonest or illegal manner, Netcloud24 has the right to immediately terminate the agreement electronically, without prior formal notification. Termination does not exclude the right to compensation.

11. CONFIDENTIALITY.

- 11.1.** Each party is obligated to maintain confidentiality regarding information provided by the other party in connection with the performance of this Agreement. The parties agree to use such information solely for the purpose of fulfilling the Agreement and to maintain its confidentiality with the same care as they would their own confidential information. Confidential information may only be disclosed to appropriate employees and Affiliated Companies who require access to such information in connection with their functions, provided that they have been notified of the confidential nature of such information and have entered into a confidentiality agreement of at least equivalent content to this Agreement. The parties may also disclose confidential information to their advisors, provided that they are legally regulated professionals (e.g., lawyers, legal advisors, or auditors). Each party prohibits the disclosure of the other party's confidential information to third parties without the written consent of the other party and guarantees respect for the confidentiality of such data by any person to whom it is disclosed. Any information transmitted between the Parties or to which the Parties have access in connection with the performance of the Agreement, regardless of its form and nature, is considered confidential, even if it has not been marked as confidential on documents or other media containing such information.
- 11.2.** Confidentiality obligations do not apply to information that meets the following conditions:
- A.** The receiving party obtained such information lawfully and is not obligated to keep it secret from the other party or before obtaining it;
 - B.** Such information is public or was in the public domain at the time of the Agreement, and its disclosure does not result from a breach of confidentiality obligations imposed on the receiving party or persons acting on its behalf;
 - C.** Such information was transmitted to the receiving party by a third party who had the right to disclose it under the law;
 - D.** Such information arises from the activities of the receiving party or its employees, regardless of the performance of the Agreement;
 - E.** The other party has consented to its disclosure in accordance with the provisions of the Agreement.

However, each Party reserves the right to disclose information received from the other Party when necessary to defend its rights. In such a case, such information will be kept confidential for the period required by law and disclosed only to persons bound by professional secrecy or a confidentiality agreement who are authorized to know it as part of a judicial or legal procedure. The receiving party may also disclose information at the request of the appropriate legal or judicial authority, subject to the requirement to notify the other party of such request, unless otherwise provided by law or legal orders.

12. GENERAL PROVISIONS.

- 12.1.** A severability clause is a provision in a contract that states that if any part of it is illegal, invalid, or unenforceable, it should be modified or removed to the minimum extent necessary to make it legal, valid, and enforceable. If such modification is not possible, the relevant provisions or parts of them are deemed struck, but this does not affect the validity of the remaining provisions of the agreement. If any provision of the agreement is invalid, the parties will negotiate in good faith to make such changes to the provision as will restore its legality, validity, and enforceability and achieve the intended business purpose.



- 12.2.** Article and paragraph headings are for convenience only and do not affect the interpretation of this Agreement.
- 12.3.** The failure of either Party to exercise any right or remedy provided for in this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it hinder or limit the exercise of any other rights or remedies. The exercise of any right or remedy once or in part does not prevent or limit further exercise of that right or remedy or other remedies.
- 12.4.** The Agreement consists of the Terms of Service, which constitute the entire agreement between the Customer and Netcloud24, and excludes any General terms originating from the Customer and other prior documents, agreements or understandings. Netcloud24 may change the current Terms of Service at any time and in accordance with the law. Such changes will apply immediately to all new Orders. With regard to Services used by the Customer, the Customer will be notified of changes to the Terms of Service by e-mail or through the Management Interface. Changes to the Terms of Service come into effect thirty (30) calendar days from the date of the aforementioned notification. Regardless, modified provisions of the Terms of Service for Third-Party Products or provisions arising from legal or regulatory obligations may be applied immediately. The Customer may terminate the Agreement to which the notice applies within four (4) months of the new Terms of Service coming into force. Notice of termination must be sent by registered mail with confirmation of receipt or through a specified form provided in the Management Interface.
- 12.5.** Netcloud24 has the right to change the Terms of Service at any time and in accordance with the law. Such changes will apply immediately to new orders, and in the case of Services already used by the Customer, the Customer will be notified of changes by e-mail or through the Management Interface. The new Terms of Service will take effect thirty (30) days from the date of notification, unless the change is due to regulations or Third-Party Products that require immediate implementation. If the new Terms of Service are detrimental to the Customer, the Customer has the right to terminate the Service within 30 days of the changes taking effect. To do so, the Customer must submit a termination notice by registered mail with confirmation of receipt or through a specified form available in the Management Interface. However, these conditions do not apply to Consumers.
- 12.6.** The Agreement between Netcloud24 and the Customer does not constitute a partnership or joint venture agreement between the Parties, nor does it authorize one Party to represent the other or undertake obligations on its behalf. Each Party acknowledges that it is acting on its own behalf and not on behalf of another person.
- 12.7.** Neither Party may assign, transfer, encumber, pledge or otherwise dispose of rights and obligations arising from this Agreement without the prior written consent of the other Party. However, each Party has the right to assign all or part of the Agreement to its Affiliates. In such case, the other Party shall be promptly notified in writing. Nevertheless, some actions are not covered by the scope of this article and are allowed, such as changes among shareholders, capital structure, or taking control over one of the Parties, as well as operations such as mergers, acquisitions, sale of business assets, disposals or other activities involving the transfer of assets of either Party. If one of the Parties carries out such actions, it is obliged to inform the other Party. In the event that this operation is in favor of the direct competitor of the other Party, the other Party has the right to terminate the Agreement without the right to compensation.
- 12.8.** All electronic communications are considered official and binding, with the date and time being that of Netcloud24 server time. Netcloud24 stores this information for the entire duration of the agreement and for a further three (3) years. In the case of other forms of communication and recipients specified in the Agreement, all notifications, official notices, and other communications shall be deemed to have been delivered properly if they are sent to:
- A.** For Netcloud24: By registered letter with acknowledgement of receipt at ul. Mickiewicza 13, 32-545 Karniowice, Poland o
For the client:
 - B.** By registered letter with acknowledgement of receipt to the postal address provided by the Client on the customer's account or by email.
- This article does not apply to the handling of any proceedings or the exchange of documents in connection with any legal proceedings, arbitration, or other method of dispute resolution.
- 12.9.** Unless the Client indicates otherwise using a special form available in the management interface, Netcloud24 may disclose its business relationships with the Client as part of its ordinary business relationships with existing and potential customers. However, any other mention of the Client and the use of its marks (logo, trademarks, etc.) for advertising, exhibitions, conferences, specialist publications for professionals, brochures, commercial documents, and on the Netcloud24 website require the prior consent of the Client.
- 12.10.** In accordance with the provisions of the Agreement, information from Netcloud24's and its subcontractors' computer systems, such as logging records, consumption logs, orders and payments, incident reports, and others, are deemed admissible evidence in legal disputes with the Client. This means that such data may be used as evidence against the Client.
- 12.11.** The terms are calculated in calendar days and counted from the next day after the event to which they refer.



13. JURISDICTION AND APPLICABLE LAW.

- 13.1.** In the event of a dispute with the Client, the jurisdiction of the court shall be the court competent for the place of residence of the defendant or, at the option of the Client, the place where the goods were delivered or where the service was performed.
- 13.2.** This means that the Agreement and any disputes or claims arising from the Agreement shall be interpreted and governed in accordance with Polish law. However, if the Client is a consumer, they may avail themselves of the provisions of the law of the country in which they have their place of residence, which are absolutely binding. This means that national provisions take precedence in the event that they are in conflict with the provisions of the Agreement or Polish law.

14. SPECIAL CONDITIONS FOR CONSUMERS.

This article applies only to Clients who are considered consumers in accordance with applicable consumer protection laws. The article supplements the other provisions of the general terms of use of the services that apply to these Clients, subject to the provisions from which Article 12.2 deviates explicitly. This means that this article contains additional rules and conditions regarding the use of services by consumers. However, it does not apply to other Clients who are not considered consumers under applicable law. It is also important to note that Article 12.2 introduces certain exceptions to the general provisions concerning the use of services by Clients who are considered consumers. Therefore, it is important for Clients to carefully read the content of this article and understand which rules and conditions apply to their use of the services.

- 14.1.** Additional provisions. This section supplements the other provisions of these General terms of use of the Services that still apply to Consumers.
- 14.1.1.** Netcloud24 has the right to modify, add, modify or remove features, scope, and options of the Services, as well as to improve their functionality at any time. The Services are described on the Netcloud24 website. The Client is obliged to regularly check for changes in the Services, which are immediately applied to all new orders. The Client will be informed by email or through the management interface of any significant updates regarding the Services they use, which may affect the quality of the Services, at least one (1) month before the change is introduced. However, changes to Third-Party Products and urgent cases (such as security threats or updates required by legal or regulatory requirements) may result in immediate modifications to the Services. In the event that an update lowers the quality of the Service (e.g. by removing features or lowering performance), the Client has the right to terminate the Services Agreement by registered letter with acknowledgment of receipt or by using the form available in the management interface within four (4) months from the date of the relevant changes.
- 14.1.2.** Netcloud24 is committed to providing the Service to the Client within the deadline specified when placing the Order or within fifteen (15) days from the date of confirmation of the Order in the absence of information or agreement regarding the date of delivery of the Service. In the event that the Service is not delivered within the specified deadline, the Client has the right to demand cancellation of the transaction. They can do so by registered letter with acknowledgment of receipt or by reporting it in the Management Interface, entering the subject of the message "Termination due to failure to provide Services." In such a case, the amount paid by the Client will be refunded within fourteen (14) days from the date of cancellation of the Order.
- 14.1.3.** The customer has the right to withdraw from the Agreement without giving any reason and without incurring any penalties, except for the costs associated with returning the goods, within 14 days from the day following the day of placing the Order. In order to exercise this right, the Customer must withdraw before the deadline by completing the form available in the management interface or by completing the withdrawal form and sending it by registered letter with acknowledgment of receipt to Netcloud24 or by any other clear statement expressing the intention to exercise this right. In accordance with the right of withdrawal from the contract, the Customer has the right to recover the payment for the goods and services on which the withdrawal was made, with the exception of deductions that Netcloud24 may apply to the value of the services that the Customer has actually received until the exercise of the right of withdrawal. However, it should be remembered that the Customer cannot exercise the right of withdrawal from services that have already been fully performed before the expiry of the withdrawal period, or in the case of goods and services made according to the customer's specification or clearly adapted to it. The Customer will be informed about this during the Order placement and has the option to waive the right of withdrawal in such cases.
- 14.1.4.** Complaints regarding Netcloud24 Services should be addressed to:
- A.** Firstly: NWMA Sp. z o.o. ul. Mickiewicza 13, 32-545 Karniowice.
 - B.** Secondly, if the Customer wants to obtain more information on resolving online disputes, they can use the European Commission website: <http://ec.europa.eu/consumers/odr/>. However, it should be noted that Netcloud24 is not



obliged to participate in online dispute resolution. This link is provided for informational purposes only and in accordance with the requirements of European Parliament and Council Regulation (EU) No 524/2013.

