

Terms and conditions of providing electronic services

1. General regulations

- 1.1. These Terms and Conditions ("Terms") provide rules and regulations of providing a service of VDR and Support by FORDATA Sp. z o. o. with its registered office in Poznan, post code: 61-819, Taczaka street no. 24/302, registered in the National Entrepreneurs Registry by the Local Court of Poznan in Poznan, VIII Economic Department – KRS 0000324804.
- 1.2. The terms used in these Terms and Conditions have the following meaning:
 - a. **Provider** – company of FORDATA Sp. z o.o. with its registered office in Poznan, 61-819, Taczaka street no. 24/302, office: +48 61 660 15 10, office@fordatagroup.com,
 - b. **Client** – legal entity that uses Provider's services and which is one of the parties of the VDR Service Agreement ("**Agreement**"),
 - c. **VDR Service** – a service that provides the FORDATA's Client with a Web-based application, provided under a unique web address, based on VDR System operation. Within the Service, the Client and Users indicated by him, receive access to the VDR System. The Client and Users indicated by him may use it to share selected information and materials, and selected Users have access to it.
 - d. **Technical Support Service** – providing the Users with technical support while using VDR System. Technical support is provided via phones, emails, chats.
 - e. **VDR System** – The virtual data room system to be accessed by an Internet browser, created for the Client within the VDR Service, in which the Client and Users indicated by him are allowed to place information and data. It includes all hardware, software and necessary environment (power, Internet connection, etc.) whose faultless operation is necessary to provide VDR Service,
 - f. **User** – any person, legal entity or an organizational unit without legal personality as well as entities under foreign laws, who, under the Agreement between the Client and FORDATA, according to these Terms, use the services offered by the Provider via VDR,
 - g. **Availability** – a state in which the VDR Service is available to the Client and Users which means that they can login to the VDR System, fully use all functionalities of the VDR System as well as view resources made available by the Client,
 - h. **Terms and Conditions** – these 'Terms and Conditions of providing VDR and Support Services by the Provider,
 - i. **Password** – a combination of at least 8 characters (letters and special characters), generated separately for each of each User,
 - j. **Incident** - any unexpected occurrence or behavior of the VDR System, which causes or is likely to cause a harmful interference to VDR System or reduces the quality of service offered by Provider:
 - o Normal Incident: Consequences of the normal Incident influence a single User or the impact of the incident on the use of the VDR System is rather small. There is a temporary solution (workaround) that can be used without significantly increasing the amount of work for the User.
 - o Major Incident: A group of Users cannot use the VDR System.
 - o Critical Incident: All Users cannot use the VDR System.
 - k. **Reaction period** – timeframe, within which the Provider is obliged to begin the procedure of removing the reported Incident and it is equal to the delay between the receipt of the Incident report and the begin of the removal procedure,
 - l. **Cure period** – timeframe from ending the reaction period till the moment of the removal of the cause of the Incident,
 - m. **Breakdown** - sudden and unexpected Incident related to the VDR System, which results in continuity loss in providing VDR Service,
 - n. **Login** – email address of the User indicated by the Client.

2. Types and scope of services included in these Terms and Conditions

- 2.1. The below Terms and Conditions describe rules of providing following services by the Provider:
 - a. VDR Service

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- b. Technical support services provided to all Users.

3. Conditions of providing services

- 3.1. The Provider offers services to the Client and Users in a range and under the conditions described in these Terms and in the Agreement. The prerequisite to provide VDR Service to the Client is to conclude an Agreement between FORDATA and the Client. The VDR Service and technical support services are provided to Users according to these Terms and Conditions.
- 3.2. The Provider guarantees access to the VDR System to the Client during the timeframes described in the VDR Service Agreement, 24/7 with the right to an one hour break at night in order to make updates of VDR System and with a right to technical breaks specified in §5, point 1 of Terms and Conditions. The Provider offers Technical Support for Users between 9 am – 9 pm Monday to Friday, except for public holidays. Upon the request of the Client Provider will offer Technical Support on Sundays, Bank Holidays and weekdays 9pm-9am.
- 3.3. Access to the VDR Service is being granted to Users by providing them with unique Login details which enable accessing given instance of the VDR System.
- 3.4. VDR System instances and its resources will be made available to Users in time and range defined by the Client. The User can at any time terminate the use of VDR System by sending an e-mail to Provider's e-mail address: support@fordatagroup.com. The Provider informs the Client about this fact. User account shall be blocked within 14 days from this date.
- 3.5. The prerequisites for giving access to the VDR to User are following:
 - a. sending invitation to the User to the email address indicated by the Client and only upon his direct request,
 - b. completing the login procedure by the User and accepting Terms and Conditions,
 - c. accepting the Privacy Policy by the User.
- 3.6. Client and Users are obliged to comply with these Terms and Conditions.
- 3.7. Client and Users are obliged to comply with the ban to misuse and abuse of VDR System and to distribute following contents:
 - a. causing disruption and overload of the VDR System or other systems that directly or/and indirectly participate in providing services via electronic channels,
 - b. that might violate third parties' welfare, copyrights, intellectual property rights, corporate confidential information or in any other way violate applicable laws, rules of social coexistence and good manners,
 - c. containing computer viruses, 'worms', „Trojan horses", „keyloggers" and other codes, files, folders and computer programs dangerous to the VDR System,
 - d. causing dispatch of unordered commercial information i.e. SPAM or other unlawful contents.
- 3.8. It is suggested to avoid Client, User or third party corporate name or any other key words that are subject to Confidentiality Statement or any Personal Data as name of the VDR System project created for the Client.
- 3.9. Neither the Client nor User is authorized to:
 - a. making the unique Login and the Password details available to anyone,
 - b. misuse the rights granted to the files and VDR System, which had been provided by the Client,
 - c. make use of the VDR System for other purposes than those agreed between the Client and Users,
 - d. interfere in VDR source code including any action that aim to learn the source code.
- 3.10. The Provider makes every effort to make using of VDR System secure and for the information processed in VDR System not to be affected or processed in any way without authorization. According to legal requirements the Provider is obliged to inform users about specific hazards related to using the service via electronic means. In case of using VDR System these might be:
 - a. obtaining unauthorized access to information contained in the VDR System,
 - b. unauthorized data modification of the VDR System,
 - c. loss of data uploaded to the VDR System,
 - d. unexpected disabling using VDR System.
- 3.11. The Provider uses following technical measures to prevent unauthorized people from accessing and modifying data as well as personal data processed in VDR System:
 - a. encrypting user Passwords,
 - b. 256 bit encryption algorithm used to secure communication between server and users' computers,
 - c. Extended Validation Secure Socket Layer certificate certifying identity of the Provider in the Internet,
 - d. Authenticode-type certificate to confirm genuineness of application code.

3.12. The settings of a network, used by the user, may allow the network Administrator to monitor User activity in the Internet. The User is responsible for the threat resulting from the use of the network.

4. Technical requirements crucial to use VDR System

- 4.1. In order to use VDR System correctly and successful login, following hardware/software requirements are critical:
- a. using Microsoft operating system of a version not older than: Windows Vista or Mac OS in a version not older than 10.8.2 (Mountain Lion),
 - b. Internet connection (with the speed of at least 512 kbps),
 - c. devices enabling using Internet resources,
 - d. using Windows Web Browsers (Internet Explorer 11, Microsoft Edge, Mozilla Firefox, Google Chrome) and for Mac (Safari, Google Chrome, Mozilla Firefox) – enabling display of hypertext documents, accessible by WWW service and operating with JavaScript programming language and also accepting cookies-type files,
 - e. an active email account,
 - f. .Net Framework of 4.0 version – in case your software requires an update, please use the Microsoft Download Centre link: <https://www.microsoft.com/en-US/download/details.aspx?id=17851> and download indicated file,
 - g. in case of using Mac OS X (10.8.2 or higher) please download and install FORDATA Viewer from Mac App Store: <https://itunes.apple.com/pl/app/fordata-viewer/id915389126>,
 - h. to upload documents to VDR using Mac OS X (10.8.2 or higher) please download and install FORDATA Uploader from Mac App Store: <https://itunes.apple.com/pl/app/fordata-uploader/id1116048136>.

5. Breaks in providing VDR Service

- 5.1. Provider reserves the right to conduct maintenance works of the VDR System between 22 pm - 8 am, that may cause difficulties or disable using VDR Service for Client and Users. Date and time of works as well as its anticipated duration will be provided to Client at least 2 days before the begin of works.
- 5.2. In cases that influence the security and stability of the VDR System, Provider has the right to temporarily terminate or limit the provision of VDR Service with prior notification of the Client and conduct of maintenance works aiming to restore security and stability of the VDR System.
- 5.3. VDR Service bases on conditional access and hence VDR System resources are under protection resulting from the Conditional Access Act.
- 5.4. The reaction time of the Provider is one hour and the incident applicant (the User) is required to maintain an appropriate communication channel, such as:
 - a. On weekdays, 9 am -21 pm: e-mail or phone
 - b. On weekdays, 21 pm - 9 am and days off work: just a phone

| Incident type | Reaction time | Cure period |
|-------------------|---------------|------------------|
| Smaller Incident | 1 hour | 24 working hours |
| Greater incident | 1 hour | 16 working hours |
| Critical incident | 1 hour | 8 working hours |

- 5.5. Type of the Incident is being determined by the Provider during its reporting, by assessing the consequences the Incident can have on works conducted within the VDR System by Users.
- 5.6. Provider undertakes that the period of unavailability of VDR Service will not exceed 12 hours per quarter, wherein this period does not include:
 - a. TTOs (technical time out), previously planned by the Provider in consultation with the Clients, which will take place between 22 pm -8 am,
 - b. A situation when the cause of inaccessibility is on the User's system side.
- 5.7. In case of a breakdown Provider is obliged to maintain following level of services:
 - a. time needed to recover after breakdown (i.e. RTO - Recovery Time Objective) – 8 hours,
 - b. maximum amount of data lost (i.e. RPO – Recovery Point Objective) – 15 minutes,

- 5.8. Provider will be taking steps to complete improvement program of the VDR Service by collecting and analyzing Clients' opinions and comments. What is more Provider will monitor and report of the level of the service, review anticipated service level and run periodic technical and operational improvements.

6. Complaint procedure

- 6.1. Users may make a complaint related to failure to provide VDR Service according to these Terms and Conditions by fault of the Provider.
- 6.2. Complaint should be completed in written form under the cause of nullity and should be sent to the Provider's address given in §1.
- 6.3. Complaint can be made within 7 days of the occurrence that it relates to.
- 6.4. Complaint about the Failure to provide or inadequate performance in providing the VDR Service has to describe the subject in details as well as the justifying circumstances.
- 6.5. Provider shall consider the complaint within 30 days from the date it was sent. Unless the complaint can be considered, provider will provide in written reasons of the delay and the anticipated time of complaint processing.
- 6.6. In case of complaint procedure violation, complaint will not be considered

7. Provider's liability

- 7.1. Provider bears responsibility for breaks in providing VDR Service resulting from an incident if they have not been removed within the timeframe indicated in the VDR Service Agreement.
- 7.2. Provider bears responsibility for unexpected unavailability of the VDR System by fault of the Provider if the Cure Period exceeds 24 hours. Provider will make all the efforts to minimize it, though.
- 7.3. Provider does not bear responsibility for breaks in providing the VDR Service resulting from a breakdown or a malfunction of other IT Systems which influence operation of the VDR System and whose correct operation remains beyond Provider's control. In particular, Provider does not bear responsibility for technical conditions of User's internet network, including delays that may occur in it and affect the actual transfer to and from the User's computer. Also, the Provider is not responsible for results of using VDR System by the User, who's network's Administrator has access to, is monitoring, controlling, storing and disclosing any communication, data or information regarding User's activity, regardless of the aim of these actions.
- 7.4. Provider does not bear any responsibility for failure or breaks in providing the VDR Service resulting from Client's and User's failure to complete the hardware/software requirements.
- 7.5. Provider is not liable for making VDR System available to the User, who does not comply with the regulations from § 3, point 6 of Terms and Conditions.
- 7.6. Provider does not bear responsibility for failure or break in providing VDR Service resulting from any actions of a Client, User or any third party which have remained beyond the control of the Provider.
- 7.7. Provider does not bear responsibility for any damages of the Client, Users or third parties that resulted as a consequence of not following the provisions of Section 3.9 above.

8. Liability to preserve confidentiality

- 8.1. Users are obliged to preserve confidential information, about which they will learn whilst using the VDR System, in strict confidence.
- 8.2. By confidential information we understand in particular but not exclusively:
- documents made available to the User by the Client in the VDR System,
 - any contents, parts and elaborations created based on abovementioned documents,
 - potential commercial transactions with participation of the Client,
 - unique Login details to access and use contents of the VDR System,
 - all information about Client's, User's and Provider's operation, in particular technical, technological, organizational, financial, marketing, strategic, legal or any other information that possess economic value and also information obtained as a result of the analysis and processing of the information provided irrespective of the manner of their disclosure by the Client to the Provider or any third party that is Provider's contractor or a working on Provider's behalf (in written form, orally or using any other means of communication). However following information and/or data are excluded:
 - that are or will become public in any way without any violation of the Terms and Conditions by the Provider or;
 - have been in possession or known to the Provider before receiving them from the Client,
 - have been disclosed based on a written agreement by the Client to do so.

- 8.3. Users are obliged to:
 - a. keep in strict confidence information, to which they have been granted access within VDR System, in particular to undertake the same precautions as well as the same security measures as those used by Users in case of their own confidential information,
 - b. to provide confidential information with the adequate protection against unauthorized disclosure, copying, usage unless written consent or direct request is provided by the Client.
- 8.4. User bears sole responsibility for all results of using his account by any third parties.
- 8.5. Provider ensures Users communication secret called 'telecommunication secret', which encompasses information transmitted in the Internet and Users' data in VDR System only in case information under "telecommunication secret" are not public or their disclosure is not essential to the right VDR Service provision. Information under "telecommunication secret" may be disclosed in events and under circumstances indicated in regulations only.
- 8.6. Information under „telecommunication secret" might be processed by the Provider only when their processing is the subject of providing VDR Service to Users and it is necessary to its right completion or control over the right VDR System operation.
- 8.7. Access to information about the change in means and range of providing VDR Service by the Provider and Access to the information, which requirement to provide to the Users result from art. 6 of Provision of Electronic Services Act, Provider will carry out through the web page and/or information sent out via email.

9. Final regulations

- 9.1. In case of matters not regulated by these Terms and Conditions, polish law applies.
- 9.2. The appropriate court to settle disputes resulting from these Terms and Conditions is the court competent for the location of the plaintiff's residence.
- 9.3. Terms are valid from October 17, 2019. Users will be informed about all intentions to modify it via email and the updated Terms will be available on the Terms and Conditions page to the VDR System.