

Appendix 1 to FORDATA Virtual Data Room Service Agreement Terms and conditions of providing electronic services

1. General regulations

- 1.1. These Terms and Conditions ("Terms") provide rules and regulations of providing VDR services and Support by FORDATA Sp. z o. o. with its registered office in Poznan, postcode: 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, email: 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**"), or is the user of a Trial Service ("**Trial Service**")
 - c. **VDR Service** – a service that provides the FORDATA's Client with a Web-based application, available under a unique web address, based on VDR System operation. Within the Service, the Client and the Users indicated by the Client, receive access to the VDR System. The Client and the Users indicated by the Client may use it to share selected information and materials, and other selected Users may have access to these.
 - d. **Technical Support Service** – providing all Users using the VDR System with technical support. 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 the Users indicated by the Client 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 the VDR Service.
 - f. **Trial Service** - The service consists of providing the Client with a test version of the VDR System for a period of 14 days free of charge, on the terms specified in the Terms and Conditions, in particular in point 6 of the Terms and Conditions.
 - g. **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 and Knowledge Base (available under this link: <https://fordata.helpscoutdocs.com/>) , use the services offered by the Provider via VDR.
 - h. **Availability** – a state in which the VDR Service is available to the Client and the Users, which means that they can login to the VDR System, fully use all functionalities of the VDR System, as well as view the resources made available by the Client.
 - i. **Terms and Conditions** – these Terms and Conditions of providing VDR Services and Support by the Provider.
 - j. **Password** – a combination of at least 8 characters (letters and special characters), generated separately for each User exclusively.
 - k. **Incident** - any unexpected occurrence or behavior of the VDR System, which causes or is likely to cause a harmful interference to the VDR System or reduces the quality of service offered by the 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: No Users can use the VDR System.
 - l. **Reaction period** – timeframe within which the Provider is obliged to begin the procedure of removing the reported Incident, equal to the delay between the receipt of the Incident report and the beginning of the removal procedure.
 - m. **Cure period** – timeframe from ending of the reaction period till the moment of removal of the cause of the Incident.
 - n. **Outage** - sudden and unexpected Incident related to the VDR System which results in continuity loss in providing of the VDR Service.
 - o. **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 following Terms and Conditions describe rules of providing the following services by the Provider:
- VDR Service
 - Technical support services provided to all Users.
 - Trial Service, consisting of providing a free test version of the VDR System.

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 the VDR Service to the Client is the entering into an Agreement between FORDATA and the Client or by ordering the Trial Services through the online form or via email. The VDR Service and technical support services are provided to Users according to these Terms and Conditions.
- 3.2. The Provider guarantees 24/7 access to the VDR System to the Client during the timeframes described in the VDR Service Agreement, with a right to technical breaks specified in §5, point 1 of Terms and Conditions.
- 3.3. The Provider offers Technical Support for Users between 9AM – 9PM CET from Monday to Friday, except for public holidays. Upon the request of the Client, the Provider will offer Technical Support on Sundays, Bank Holidays and weekdays between 9PM - 9AM CET.
- 3.4. The reaction time of the Provider is one (1) hour and the incident applicant (the User) is required to maintain an appropriate communication channel, such as:
- On weekdays, 9 AM - 9 PM: e-mail or phone
 - On weekdays, 9 PM - 9 AM and days off work: just a phone

Incident type	Reaction time	Cure period
Normal Incident	1 hour	24 working hours
Major incident	1 hour	16 working hours
Critical incident	1 hour	8 working hours

- 3.5. The type of the Incident is determined by the Provider during its reporting, by assessing the consequences that the Incident may have on works conducted within the VDR System by the Users. Handling the incident requires user involvement. Time for repair is suspended while waiting for a response from the user.
- 3.6. Except for the Trial Service, the Provider is responsible for providing support services only to Users authorized by the Client. Anonymous reports shall not be taken into consideration by the Provider.
- 3.7. Access to the VDR Service is being granted to Users by providing them with unique Login details which enable accessing a given instance of the VDR System.
The User can, at any time terminate the use of the VDR System by sending an email to the Provider's email address: support@fordatagroup.com. The Provider shall inform the Client about this fact. User accounts shall be blocked within 14 days from this date.
- 3.8. VDR System instances and resources located there shall be made available to Users in time and range defined by the Client. Access to the VDR instance and resources located there shall be made available to Users within the prescribed period and scope specified by the Client.
- 3.9. The prerequisites for giving the Users the access to the VDR are the following:
- sending invitation to the User's email address indicated by the Client and only upon their direct request.
 - completing the login procedure and accepting Terms and Conditions by the User.
 - accepting the Provider's Privacy Policy by the User.
- 3.10. Documents of the following formats can be uploaded into the VDR system:
7zip, ZIP, XADES, BIN, BMP, CSV, CTB, DOC, DOCX, DWF, DWG, DWL, DXF, EML, GIF, HTM, HTML, JPE, JPEG, JPG, JPK, M4A, MHTML, MP4, MPP, MSG, ND2, ODS, ODT, OGA, PC3, PDF, PLT, PNG, PPSX, PPT, PPTX,

PRJ, RAR, RELS, RTF, SHP, SHX, SIG, TEXTCLIPPING, TIF, TIFF, TXT, VSD, VSDX, XLS, XLSB, XLSM, XLSX, XLTX, XML, XPS. Documents are scanned by anti-virus software and if a threat is detected, such a file is rejected.

3.11. As a rule, the FORDATA VDR system protects documents in the following formats:

PDF, PNG, JPG, JPEG, BMP, XLSX, XLS, ODS, GIF, TIF, TIFF, XSLM, XLTX, CSV, XLSB, XLSM, XML, TXT, EML, MPP, MSG, DOCX, DOC, PPT, PPTX, RTF, ODT, PPSX, VSD, VSDX, XPS, DWG, DXF.

There may be occasions where it is not possible to protect a document. This applies, for example, to files that:

- are corrupted
- are password-protected
- are blank (no content)
- contain unsupported characters in their names, such as: / \ ? % *: | " < > ×
- weigh more than 50 MB before or after securing
- have more than 1000 pages before or after securing
- whose number of cells in Excel exceeds 500,000
- the securing process of which did not complete within 600 seconds for any reason

3.12. The Client and the Users are obliged to comply with these Terms and Conditions.

3.13. The Client and the Users cannot misuse and abuse the VDR System and are obliged to comply with the lack of consent to distribute the 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.

3.14. Using the following as the name of the Client's project carried out in the VDR system should be avoided: name of the Client's company and designations directly referring to the company, as well as names and designations of the Client's, User's or third party's company or any other key words which are subject to Confidentiality Statement or any Personal Data

3.15. Neither the Client, nor the User is authorized to:

- a. share the unique Login and the Password details to third parties.
- b. misuse the rights to files and the VDR System granted by the Client.
- c. make use of the VDR System for other purposes than those agreed between the Client and the Users.
- d. interfere in the VDR source code, including any action that aims to learn and modify the source code.

3.16. The Provider makes every effort to ensure that the usage of the VDR System is secure and that the information processed in the VDR System is not affected and processed in any unauthorized way. According to legal requirements, the Provider is obliged to inform the Users about specific risks related to the use of the service by electronic means. In case of using the VDR System, these might be:

- a. obtaining unauthorized access to information contained in the VDR System.
- b. unauthorized modification of data stored in the VDR System.
- c. loss of data uploaded to the VDR System.
- d. unexpected indisposition to use the VDR System.

3.17. The Provider uses the following technical measures to prevent unauthorized parties from accessing and modifying data as well as personal data processed in the VDR System:

- a. encrypting Users' Passwords.
- b. 256 bit encryption algorithm used to secure communication between the server and the 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.

3.18. The User's network settings may allow the network Administrator to monitor User's internet activity. The User is responsible for the threat resulting from the use of the specific network.

4. Technical requirements crucial to use the VDR System

4.1. In order to use the VDR System correctly, following hardware/software requirements are critical:

- a. using Microsoft operating system with a version not older than: Windows 10 or Mac OS in a version not older than 10.12 (Sierra).
- b. Internet connection.
- c. devices allowing for Internet resource browsing.
- d. using web browsers: Google Chrome, Mozilla Firefox, Safari, Opera, Microsoft Edge, .
- e. an active email account.

5. Breaks in providing VDR Service

- 5.1. On the third Thursday of each month between 0:00 and 2:00 AM CET the Provider reserves the right to make a technical break in order to update the VDR System. This event does not require prior notification to the Client or the Users.
- 5.2. Additionally, Provider reserves the right to conduct maintenance and/or modernization works of the VDR System between 22 PM - 8 AM CET, that may cause difficulties or disable using the VDR Service for the Client and the Users. Date and time of works, as well as its anticipated duration, will be provided to a Client at least 2 days before the planned break.
- 5.3. In special cases affecting security and stability of the VDR System, the Provider has the right to temporarily terminate or limit the provision of the VDR Service and perform necessary work to restore security and stability of the VDR System. In such a case it may happen that the Provider fails to meet the notification deadline mentioned above.
- 5.4. The VDR Service is based on conditional access and hence the VDR System resources fall under protection resulting from the Act of Conditional Access.
- 5.5. The Provider undertakes that the period of unavailability of the VDR Service will not exceed 12 hours per quarter, wherein this period does not include:
 - a. technical breaks specified in §5, point 1 and point 3 of Terms and Conditions
 - b. a situation when the cause of inaccessibility is on the User's system side.
- 5.6. In case of a VDR system outage, the Provider is obliged to maintain the following level of services:
 - a. time needed to recover after system outage (i.e. RTO - Recovery Time Objective) – 8 hours,
 - b. maximum amount of data loss (i.e. RPO – Recovery Point Objective) – 15 minutes,
- 5.7. The Provider will take steps to complete the improvement program of the VDR Service by collecting and analyzing Clients' opinions and comments. What is more, the Provider will monitor and report the level of the service and run periodic improvements.

6. Terms of providing VDR Service and Technical Support Services within the Trial Service

- 6.1. The Provider may offer the VDR System to the Client free of charge for 14 days for the purpose of testing. During the use of the Trial Service, the Client is required to oblige to the provisions set forth in the Terms and Conditions.
- 6.2. The Trial Service is offered to the Client solely for testing purposes and may not be used for commercial purposes.
- 6.3. The Provider may revoke access to the test version of the VDR System at any time if they notice that the Client is using the VDR System for commercial purposes or change the period of availability of the VDR System (shorten or extend) in the case of an individual agreement in this regard between the Provider and the Client.
- 6.4. The Provider may refuse to provide the Trial Service for valid reasons, in particular those dictated by data security concerns and the protection of the Provider's business secret.
- 6.5. The use of the Trial Service for purposes other than testing, in particular business and commercial purposes, is prohibited. In case of violation of this prohibition, the Provider may terminate the Trial Service agreement with immediate effect. The Provider is not liable for any damages caused by the violation of the prohibition mentioned in the first sentence of this point.

7. Complaint procedure

- 7.1. Users may submit complaints regarding failure to comply with the provisions contained in Terms and Conditions by the Provider. .
- 7.2. Complaints should be filed via email and sent to the Provider's email address: support@fordatagroup.com.
- 7.3. A complaint can be made within 7 days of the occurrence that it relates to.
- 7.4. Complaints about the failure to provide or an inadequate performance in providing the VDR Service have to describe especially the subject as well as the justifying circumstances.

- 7.5. The Provider shall consider the complaint within 30 days from the date it was sent. If the complaint cannot be considered within this time, the Provider will inform, in written form, about the reasons of the delay and the anticipated time of complaint processing.
- 7.6. In case of complaint procedure violation, the complaint will not be considered.

8. Provider's liability

- 8.1. Provider bears responsibility for technical breaks in providing the VDR Service resulting from an Incident if they have not been removed within the timeframe indicated in the VDR Service Agreement.
- 8.2. The Provider bears responsibility for the unexpected unavailability of the VDR System to the Users resulting from fault on the part of the Provider if the repair period exceeds 24 hours. The Provider undertakes to make every effort to reduce the repair time to the required minimum.
- 8.3. The Provider bears no responsibility for unavailability of the VDR Service if it was a result of non-fulfillment of hardware requirements by the Client or the User, as well as the result of failure or faulty operation of other ICT systems that affected the operation of the VDR System, the proper functioning which is beyond the control of the Provider. Particularly, the Provider shall not be responsible for the technical condition of the User's network, including any delays that may occur in it and may affect the actual transfer to and from the User's computer. The Provider is also not responsible for the consequences of using the VDR Service by the Users via the network to which the Administrator has access, monitors, controls, stores and discloses any messages, data or information related to the User's activity, regardless of the purpose of these activities.
- 8.4. The Provider is not obliged to make VDR System available to the User who does not comply with the regulations of Section 3.8 of Terms and Conditions.
- 8.5. The Provider does not bear responsibility for security of data obtained by the User in the VDR system and processed outside of the VDR System.
- 8.6. The Provider does not bear responsibility for any loss suffered by the Client, Users or third parties that resulted as a consequence of not following the provisions in Section 3.10 above.
- 8.7. In regard to the Trial Service, the Provider's liability for warranty defects is excluded. The Provider will also not be held responsible for any damages incurred by the Client in connection with the use of the Trial Service. The Trial Service is provided on an "as is" basis, without any warranties, express or implied, by the Provider. All confidentiality and ownership obligations, as well as the Client's obligations regarding VDR Services, also apply when using the Trial Service.

9. Liability to maintain confidentiality

- 9.1. Users are obliged to keep Confidential Information they have obtained while using the VDR System in strict confidentiality,
- 9.2. By confidential information we understand in particular, but not exclusively:
 - a. documents made available in the VDR System to the User by the Client.
 - b. any contents, parts and elaborations created and based on the above mentioned documents.
 - c. potential commercial transactions along with the Clients' involvement.
 - d. login details to access and use contents of the VDR System.
 - e. all information about the Clients', Users' and Providers' operations, in particular technical, technological, organizational, financial, marketing, strategic, legal or any other information of economic value and also information obtained as a result of the analysis and processing of the provided information regardless of the manner of its disclosure to the User (in written form, orally or using any other means of communication), excluding information and/or data that:
 - are or will become published to others in any way without any violation of the Terms and Conditions by the User or;
 - have been in possession or known to the User before receiving it from the Client.
 - have been disclosed based on a written consent to do so of the Client or the Provider.
- 9.3. The Users are obliged to:
 - a. keep information to which they have gained access within the VDR System in strict confidence, in particular to undertake the same precautions, as well as the same security measures as those used by Users to protect their own confidential information.
 - b. to provide confidential information with the adequate protection against unauthorized disclosure, copying or usage, unless written consent or direct request is provided by the Client.
- 9.4. The User bears sole responsibility for all results of using their account by any third parties.

- 9.5. The Provider ensures the Users' communication confidentiality, referred to as "telecommunication secret". This includes information about the Users transferred in the public internet network only within the VDR System and only in case when the information falling under "telecommunication secret" is open as a matter of policy or its disclosure is not necessary to properly provide the VDR Service it refers to. Information under "telecommunication secret" can be disclosed only in cases specified by law.
- 9.6. Information under „telecommunication secret" might be processed by the Provider only when this processing is a subject of providing the VDR Service to the Users and when it is necessary to the service's proper realization or supervision of a proper functioning of the VDR System.
- 9.7. Access to information about changes in the method and scope of the provision of the VDR Service and to the information of which the requirement of provision to the Users results from Art. 6 of the Act on the provision of electronic services will be fulfilled by the Provider via information sent by email .

10. Final regulations

- 10.1. In case of matters not regulated by these Terms and Conditions, Polish law applies.
- 10.2. The appropriate court to settle disputes resulting from these Terms and Conditions is the competent court located in Poznań.
- 10.3. Terms are valid from 9th May 2023. 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 in the VDR System.