

# Terms and Conditions of the Axence Account Service

of October 8<sup>th</sup>, 2024

These Terms and Conditions of the Axence Account Service (hereinafter referred to as the "Terms and conditions") define the rules of using the services provided electronically through the Axence.net website ("Axence Account Service"), which consists of, m.in others, the possibility of creating an Account. The Terms and Conditions also apply to agreements concluded through the Axence Account Service to the extent specified in the Terms and Conditions. Before starting to use the Axence Account Service, the User should read the current wording of these Terms and Conditions. The Terms and Conditions are available on <https://axence.net/en/terms-and-condition-axence-account> in a way that allows them to be downloaded free of charge and saved on the User's device in pdf format.

## §1. Definitions

<b>Service provider</b>	Axence Sp. z o.o. Sp. j. z siedzibą w Krakowie, Na Zjeździe 11 street, 31-527 Cracow, entered into the register of entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS 0000903894, NIP 6751399589, REGON 120773290.
<b>Data Controller</b>	An entity that, in accordance with the GDPR, decides on the purposes and means of personal data processing as part of the Service.
<b>User</b>	a person using the Axence Account Service. The Website Users may be adult natural persons with full legal capacity, conducting business activity, legal persons or organizational units without legal personality.
<b>Inquiry</b>	User via the form on the website <a href="https://account.axence.net/">https://account.axence.net/</a> User's request to the Service Provider to present an Offer regarding Axence Products, including a valuation of the Services or Licenses in question.
<b>Offer</b>	the Service Provider's response to the User's Request for Proposal, submitted via e-mail to the User's address provided in the Request for Proposal, meeting the criteria of the offer within the meaning of the Act of 23 April 1964. Civil Code (consolidated text: Journal of Laws of 2016, item 380 of 2016.03.22).
<b>License</b>	a non-exclusive license entitling to use the software produced by the Service Provider, the detailed scope of which is specified in a separate license agreement.
<b>License Key</b>	an individual number assigned to the User entitled under the License and made available on the Account of the User authorized under the License.
<b>Axence products</b>	includes: Axence ConnectPro, Axence SecureTeam and Axence nVision
<b>Agreements concerning Axence Products</b>	Agreement for the use of the Axence SecureTeam or ConnectPro Service concluded on the Website.
<b>Electronic Services</b>	Electronic services provided through the Axence Account Service websites.
<b>Agreement for the provision of the Electronic Services</b>	an agreement for the provision of Electronic services by the Service Provider to the User, consisting in making the Axence Account Service, including the Account service, available on the terms specified in the Terms and Conditions.
<b>Account (also as an Account in the Axence Account or Axence Account)</b>	a place in the Axence Account Service, assigned to a given User after registration. Within the allocated space, the User may use the services provided on the Website (an account in the Axence Account Service should be distinguished from the concept of an account within the Axence SecureTeam service, as referred to in the terms and conditions of this service).
<b>Terms and Conditions</b>	this document, regulating the rules of using the Axence Account Service.
<b>Privacy</b>	a document located at the address of <a href="https://axence.net/en/privacy-policy">https://axence.net/en/privacy-policy</a> specifying the rules for the protection of data provided by Users as part of the use of the Website and the rules for the use of cookies on the Website.

<b>Axence Account Service</b>	the website located at Axence.net, including the Account service, available at <a href="https://account.axence.net">https://account.axence.net</a> .
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## **§2. Technical terms and conditions of using the Axence Account Service**

1. The Axence Account Service enables the Users to use Electronic Services, which consist of "closed services" (requiring the creation of an Account in the Axence Account Service) and "open services" (not requiring the creation of an account in the Axence Account Service).
2. Closed Electronic Services in the Axence Account Service include the possibility of:
  - a) use the Account service,
  - b) submission of a Request for Proposal in order to determine the rules of cooperation between the User and the Service Provider,
  - c) the possibility of using test access to selected Axence Products (e.g. as part of trial versions or trial versions);
  - d) conclusion of the Agreement regarding Axence Products (e.g. Axence SecureTeam, Axence ConnectPro).
3. Open Electronic Services include the ability to:
  - a) use the contact form;
  - b) view the content of the Axence Account Service;
  - c) subscribing to the newsletter;
  - d) marketing consents.
4. In order to use the Axence Account Service, the User must have access to the Internet. The Axence Account Service is compatible with the latest versions of the most popular web browsers, which are currently supported by their manufacturers.
5. The optimal display resolution of the Axence Account Service page is 1374x768 pixels (or higher).
6. In order to use the Closed Electronic Services, the User should have an e-mail address and access to the program appropriate for handling e-mail in order to create an Account. The e-mail address provided during registration identifies the User in the Axence Account Service. Only one Account can be created at the given e-mail address (login).
7. The Axence Account Service is used, m.in, to order Axence Products, in particular SecureTeam and Axence ConnectPro. However, the use of these Products (e.g. in the scope of Axence SecureTeam may require the creation of a separate account as part of the service). Accounts in these (ordered) services may be created using the same e-mail address as in the case of the Account in the Axence Account.
8. The use of Closed Electronic Services depends on the creation of an Account in the Axence Account Service.
9. Thanks to the Accounts, the User can:
  - a) view the current status of ordered Axence Products (including Licenses for nVision and ConnectPro);
  - b) download the Axence nVision and Axence ConnectPro installation file;

- c) submit a request for a quote for an Axence Product;
- d) change the e-mail address of the person who is the User of the Account;
- e) take advantage of trial (free) access to selected Axence Products.

10. An account in the Axence Account Service can be created:

- a) by Axence employees in cooperation with and at the request of the User or
- b) by the User or
- c) automatically in the process of ordering Axence Products.

Ad. a)

In this case, Axence creates an account for the e-mail address indicated in the relevant document, e.g. the order form (to the e-mail address provided for the main administrator). After Axence creates an account, a message about the creation of an account is sent to the indicated e-mail address with a link to create an access password. If you do not create a password for your Account, your Account will not be activated.

Ad. b)

In the second case, the Account in the Axence Account Service is created on the <https://account.axence.net/#/register> page as follows:

- a) The User provides basic data such as name and surname;
- b) specifies a password and an e-mail address;
- c) After selecting the "register" button, the User will receive - to the e-mail address provided - an activation link;
- d) The conclusion of the agreement for the provision of the Electronic Services takes place when the activation link sent to the provided e-mail address is selected (clicked) (e-mail address is verified).
- e) The link is valid 72 hours after this period, in case of failure to activate the Account, if the User wants to create an Account, he will have to go through the Account registration process again.
- f) If you do not receive the indicated activation link, please contact the Service Provider by writing to address [office@axence.net](mailto:office@axence.net)

Ad. c)

If the User does not have an Account but starts the process of ordering an Axence Product (e.g. SecureTeam or Axence Connect Pro), then in the course of the order such an Account will be automatically created for the e-mail address provided in the course of the order (and at the time of payment of the order). After placing the order, the User receives a confirmation of the purchase and a message with a link to create a password to the Account in the Axence Account Service.

11. If the User creating the Account acts on behalf of the organization in which he/she is employed or cooperates or on whose behalf he/she registers or provides its data, he/she is obliged to obtain prior appropriate authorization to do so, and the Service Provider may verify the grounds for such action. Regardless of this, the entity (e.g. a commercial law company) whose data was indicated in the order is entitled to use a given Axence Product.

### **§3. General terms and conditions of use of the Axence Account Service**

1. The Service Provider provides services to the Users on the terms set out in the Terms and Conditions and in accordance with the relevant provisions of Polish law, in particular with the Act of 18 July 2002 on the provision of electronic services (consolidated text: Journal of Laws of 2016, item 1030 of 2016.07.15). The User is obliged to comply with the provisions of the Terms and Conditions and applicable law.
2. **By registering an Account in the Axence Account Service or in the course of ordering Axence Products (m.in. in the case of SecureTeam or ConnectPro), the User concludes an Agreement for the provision of the Electronic Services with the Service Provider on the terms and conditions specified in these Terms and Conditions, taking into account §5 below. The conclusion of this agreement is subject to the acceptance of the Terms and Conditions.**
3. Natural persons may use the Axence Account Service only if it is directly related to their business or professional activity. Other natural persons may report their willingness to use the Axence Account Service to the Service Provider by sending such a request to the [office@axence.net](mailto:office@axence.net) address. Axence Account Service may be used only by adults. The Account may be maintained only by a User authorized to do so by the organization (e.g. a commercial law company) to which it relates (e.g. for which Axence Products are ordered).
4. The use of the Website by Users is free of charge. As part of the use of the Axence Account Service, it is possible to order some Axence Products, which may give rise to an obligation to pay, but the Service Provider always clearly communicates through the Axence Account Service pages whether the use of a specific service/Product is associated with the obligation to pay.
5. The use of the Axence Account Service is associated with typical risks associated with the use of the Internet and online services. In particular, you must protect access to your Account with a sufficiently strong password. Access to the e-mail address provided during the registration of the Account should also be protected, as this address is used to identify the User by the Service Provider (including sending legal content to the User, e.g. regarding changes to the Terms and Conditions). The password to the Account should not be the same or similar to the password to the indicated e-mail box. Access to the indicated e-mail address may also be necessary to regain access to the Account. Information on how to create secure passwords, as well as how to store them, can be found on the website of the Office for Personal Data Protection: [www.uodo.gov.pl](http://www.uodo.gov.pl).
6. It is forbidden to provide access to the Account (e.g. by sharing the login and password) with other persons.
7. The password to the Account is reminded by providing the e-mail address that was indicated during the registration. A password reset email is sent to this email address. In case of any doubts in this respect, please contact the Service Provider.
8. The Service Provider has the right to send notifications to all Users regarding the use of the Axence Account Service, e.g. about the status of the order.
9. In the event of loss of access to the Account and the e-mail box that was associated with it, please contact the Service Provider using the data indicated in the Terms and Conditions. In the course of restoring access to the Account, the Provider may ask for additional data to verify identity (while complying with data protection requirements, including the confidentiality principle resulting from the GDPR).
10. The User is obliged to refrain from:
  - a) providing false personal data, both at the stage of Account registration and later as part of the use of the Account;
  - b) providing and publishing unlawful, untrue content, infringing the personal rights of third parties, copyright and related rights, or using the Axence Account Service for such purposes;
  - c) publish advertising content, the dissemination of which on the Internet is prohibited;

- d) copy, modify, distribute, transmit or otherwise use any elements of the Axence Account Service and databases made available on the Service, except for using them under fair use;
  - e) take any actions that may hinder or disrupt the functioning of the Axence Account Service;
  - f) granting access to the Account to other persons.
12. It is forbidden to download or re-use entire pages/subpages or their elements of the Website, including through the so-called screen scraping.

#### **§4. Duration of the Agreement for the provision of the Electronic Services**

1. The Agreement for the provision of the Electronic Services in the Axence Account Service is concluded by means of electronic communication and is valid for an indefinite period of time. This does not mean, in particular, that the period of use of the Products is unlimited (this issue is regulated by the terms and conditions of the given Product).
2. Termination of the use of Axence Products (including trial and trial versions) does not mean automatic deletion of the Account in the Axence Account Service.
3. It is not possible to delete the Account in the Axence Account Service (without losing the ability to use a given Axence Product) as long as the User uses the Axence Products, even in the trial version and trial version.
4. Subject to paragraph 3 above, the User has the right to terminate the Agreement for the provision of the Electronic Services (closed) at any time by sending such a statement (e.g. requesting the deletion of the Account) by electronic means to the e-mail address [office@axence.net](mailto:office@axence.net). The Service Provider will send an e-mail confirming the deletion of the Account within 72 hours (to the address indicated on the Account).
5. In the case of using the Service opened through the Axence Account Service – in order to terminate the use of the Service – it is sufficient to exit the Axence Account Service website.
6. In the event of a breach of the Terms and Conditions (for reasons attributable to the User), the Service Provider has the right to block access to the Account (for the time until the matter is clarified – no longer than 30 days) or even terminate the Agreement for the provision of the Electronic Services (delete the User Account), with immediate effect.
7. The Service Provider has the right to block the content or the Account in the event of receiving an official notification or obtaining reliable information about the illegal nature of the data or related activity, it will immediately prevent access to this data.
8. If the Account is not used for a period of at least 24 months, the Service Provider may terminate the Agreement for the provision of the Electronic Services (closed) with a one-month notice period.
9. The Service Provider may terminate the Agreement for the provision of the Electronic Services – with a 30-day notice period – in the event of liquidation of the Axence Account Service. In this case, the Agreements for Axence Products that have been paid for must be terminated earlier.
10. A statement on termination of the Agreement for the provision of the Electronic Services, on blocking the Account or blocking a specific content posted by the User will be sent to the e-mail address currently indicated on the Account, together with the justification for this decision,

unless the content or the Account is blocked at the request of an authorized authority and the regulations prohibit the provision of the indicated information.

11. Deleting the Account means losing access to the materials made available on the Account (without losing the right to access your data in accordance with the provisions of the GDPR). Despite the deletion of the Account, the Service Provider may process the User's personal data, m.in. to the extent necessary to pursue the legitimate interest of the Service Provider, i.e. to assert, determine or defend against claims, as well as to perform public law obligations (e.g. tax obligations) – see policy <https://axence.net/en/privacy-policy>.
12. Deletion of the Account by the User does not exclude the possibility of re-registration by the same person, unless the Account has been deleted by the Service Provider for reasons attributable to the User and the limitation period for claims for breach of the Electronic Service Agreement has not yet passed.

## **§5. Concluding agreements through the Service regarding selected Axence Products**

1. The Axence Account Service allows you to place an order for selected Axence Products.
2. The scope of Axence Products available for order and the price list is indicated on the Axence Account website.
3. Access to Axence Products requires acceptance of separate terms and conditions that apply to them (e.g. the ConnectPro License Agreement or the Axence SecureTeam service regulations).
4. If the access to Axence Products is of a test nature or as part of the trail version (free of charge), it will be clearly marked.
5. In the course of ordering Axence Products, the User:
  - a) specifies the details of the order, e.g. the number of users, the number allowed according to the content of the license;
  - b) indicates the organization (e.g. institution) or natural person conducting business activity that will use them. The User must have appropriate authorizations in this respect to conclude an agreement for the use of Axence Products.
6. Payments on the Website are made through an external intermediary in the field of payment services, e.g. AutoPay (before making a payment, the content of the terms and conditions of such payments is made available). Effective execution of the order takes place at the time of payment. Failure to make payment within 72 hours from the time the order was placed will result in the cancellation of the order.
7. In connection with the payment and successful order:
  - a) an order confirmation will be sent to the e-mail address provided;
  - b) an electronic VAT invoice will be generated and sent to the e-mail address provided;
  - c) If the User does not have an Account in the Axence Account, it will be created in accordance with §2 of the Regulations.
  - d) within 72 hours of the payment being credited, the license key will be transferred and placed on the Account in the Axence Account enabling access to the licensed Axence Products.

## **§6. Inquiry**

1. With the use of the Axence Account Service, the User may submit a Request for Proposal. By submitting a Request for Proposal on the Axence Account Service, the User submits a request to the Service Provider to prepare an Offer.
2. By submitting a Request for Proposal on the Axence Account Service, the User declares that:
  - a. the data provided in the Request for Proposal are true,
  - b. is entitled to submit an Inquiry and its submission does not violate any rights of third parties,
3. Submission of a Request for Proposal by the User takes place via the Request for Proposal form, located at <https://account.axence.net/>
4. The offer submitted by the Service Provider is binding for the period specified in the offer from the date of its sending to the User's e-mail address.

## **§7. Privacy**

Details regarding the protection of Users' personal data are included in the Privacy Policy document located at <https://axence.net/en/privacy-policy>.

## **§8. Intellectual property rights**

All rights reserved. In particular, all graphic elements, technical solutions, text, software, databases and other elements of the Website, in particular HTML and XHTML code, CSS sheets, JavaScript scripts and others are subject to legal protection in the scope of copyright and related rights vested in the Service Provider or other authorized entities. The content of the Website may not be copied, processed and modified for other purposes permitted use specified by applicable law, or made available to third parties. The Axence Account Service may contain photographs or graphic elements to which the Service Provider or third parties hold the copyright.

## **§9. Complaints**

1. The User has the right to report to the Service Provider any disruptions in the functioning of the Axence Account Service and problems related to the services provided.
2. Complaints shall be submitted electronically to the e-mail address or by post to the Service Provider's address.
3. The complaint must include:
  - a. name and surname and contact details in the form of a correspondence address and an e-mail address or telephone number of the complainant;

- b. a precise indication of what the complaint is about;
  - c. a detailed indication of the reason for filing the complaint, including in particular the content that violates the rights of the complainant, together with an indication of the manner and scope of this violation or problem with the operation of the service provided electronically or the Service provided;
  - d. if possible, indicate and present the evidence of the legitimacy of the complaint held by the complainant.
4. The complaint will be considered by the Service Provider within a period not exceeding 14 days from the date of its submission.
5. Suggestions for changes in the scope of the Services provided, in particular suggestions for improvements to the Axence Account Service, are not considered a complaint.
6. The above does not apply to complaints regarding individual Axence Products (this is regulated by separate agreements).

### **§10. Responsibility**

1. The Service Provider shall not be liable for the actions of the Users of the Axence Account Service, including in particular for the use by the Users of the data available in the Axence Account Service in a manner inconsistent with their intended purpose and the use of the Service inconsistent with their intended purpose.
2. The Service Provider's liability is limited to the actual loss incurred by the User, excluding lost profits, with the proviso that the upper limit of the Service Provider's liability is limited to the amount of PLN 100.
3. To the extent permitted by applicable law, the Service Provider shall not be liable for interruptions in the provision of Services resulting from failures or cases of malfunction of ICT systems beyond the Service Provider's control. Moreover, the Service Provider shall not be liable for other technical circumstances beyond the Service Provider's control.
4. In the event of using the Website and Services contrary to the Terms and Conditions or applicable law, the Service Provider will notify the User of the above prohibited activities, with a request to cease them immediately.
5. To the extent permitted by applicable law, the Service Provider reserves the right to modify the scope of services provided, the tools provided to Users and the manner of operation of the Website, to cease operations, and to undertake any activities related to the Website permitted by law.
6. With the exception of information provided as part of the process of ordering Axence Products, any other information posted on the Axence Account Service is only of a non-binding informational nature and does not constitute an offer within the meaning of the provisions of the Civil Code.
7. The liability rules for Axence Products are defined in their terms.

### **§11. Final provisions**

1. The Terms and Conditions and amendments to the Terms and Conditions shall enter into force on the date indicated in the announcement on the Website of the amendment to the Terms and

Conditions. The current version of the Regulations shall enter into force on October 8th, 2024. We recommend that you regularly verify the pages of the Axence Account Service and check whether a new version of the Regulations has been introduced.

2. The Service Provider reserves the right to unilaterally amend the Terms and Conditions at any time, without the need to explain the reasons, with a 14-day notice to the Users of the change in the Terms and Conditions. The User who does not accept the changes to the Terms and Conditions proposed by the Service Provider has the right to terminate the Agreement for the provision of the Electronic Services means by deleting their Account (subject to the consequences indicated in § 4 of the Terms and Conditions).
3. Any disputes arising in connection with the use of the Website shall be resolved by the court competent for the registered office of the Service Provider.
4. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply to the Terms and Conditions and the services provided as part of the Axence Account Service and Axence Products. The rights and obligations of the parties under the agreement will be governed exclusively by Polish law, excluding the rules on conflicts of laws.
5. Maintenance services relating to Axence Products may be provided under the terms and conditions specified in a separately concluded service agreement.
6. The User hereby agrees that Axence Products will not be used, accessed, or made available for use by individuals, legal entities, or organizations subject to sanctions imposed by the European Union, the United States, the United Nations, or any other relevant authority. The User declares and guarantees that they are not listed on any sanctions list and do not act on behalf of, for the benefit of, or in cooperation with entities subject to such sanctions.
7. The Terms and Conditions shall be governed by Polish law and the jurisdiction of Polish courts.