



Xopero Software

TERMS OF SERVICE

1. SUBSCRIPTION AGREEMENT

- 1.1. These Terms of Service, along with our Privacy Policy, Data Processing Addendum (“**DPA**”) and any additional addendums (“**Additional Addendums**”), constitute the agreement (“**Agreement**”) established by and between XOPERO SOFTWARE S.A. with its principal office in Gorzów Wielkopolski, Poland, address: ul. Zbigniewa Herberta 3, 66-400 Gorzów Wielkopolski, Poland (referred to as “**XOPERO**”, “**we**” or “**us**” or “**Company**”) and any person or entity registering to or using the Services supplied by us (referred to as “**Client**” and “**you**”) collectively “**parties**”, individually “**party**”.
- 1.2. Accepting this Agreement is a condition of using the Services provided by XOPERO.
- 1.3. BY COMPLETING THE REGISTRATION PROCESS, ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ, UNDERSTOOD AND ACCEPTED THIS AGREEMENT, (II) YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER OR ACT ON BEHALF OF THE OWNER OF THE ACCOUNT, AND BIND TO THIS AGREEMENT AND IF YOU ARE THE AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (III) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY AND (IV) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.
- 1.4. This Agreement is effective between you and XOPERO on the day of your registration, access to or use of the Services (as further defined below) or by executing an applicable Order Form (the “**Effective Date**”).

2. DEFINITIONS

- 2.1. The following terms shall have the meaning specified below:
 - 2.1.1. “**Account**” means the account created by the Client to Services.
 - 2.1.2. “**Client’s Account**”/“**Account**” means the account that the Client has with the applicable Service;
 - 2.1.3. “**Client Content**”/“**Content**” means all the content in the Client’s Account that is made available by the applicable Service;
 - 2.1.4. “**Client Data**”/“**Data**” means data, information (including but not limited to Personal Data) and any material, content, phrases, entries uploaded to or created in the Services or transmitted through or stored in the Services by the Client or any End-User, or otherwise made available, by or for Client to or through the Services.
 - 2.1.5. “**End-User(s)**” means any entity using the Services.

- 2.1.6. **“Order Form”** means any applicable ordering document between the parties that specifies mutually agreed upon rates for certain Services and other commercial terms. Each Order Form executed by the parties is governed by this Agreement and is subject thereto.
- 2.1.7. **“Personal Data”** means any information relating to an identified or identifiable natural person under the Client’s Account, who can be identified, directly or indirectly.
- 2.1.8. **“Service(s)”** any services or applications provided by XOPERO to the Client (a) on a trial Services basis free of charge or (b) as paid Services.
- 2.1.9. **“Software”** means the XOPERO software as made available on a software as a service basis (SaaS), including back-up tools, dashboards, End-User application, data analysis software, interfaces to third party systems and all Software Updates that are made available from time to time;
- 2.1.10. **“Software Updates”** means an update to the Software that includes new product features that change the basic character or structure of the Software or its functional use or operation;
- 2.1.11. **“Website(s)”** means any domain or application operated by XOPERO from which the Services are available to Clients.
- 2.1.12. **“Sub-Processor”** means any person or entity (including any third party who renders services to the Company), authorized as another processor under the Agreement to have logical access to and process Personal Data in order to provide parts of the Services.
- 2.1.13. **“Subscription Fee”** means the fees payable by the Client for the use of the Services as set forth in the current offer provided by XOPERO, especially on its Website. When in doubt, all offers published by XOPERO and given prices should be understood as an invitation to conclude a contract within the meaning of art. 71 of the Polish Civil Code.
- 2.1.14. **“Subscription Plan”** means the subscription plan for Services selected by the Client.

3. GENERAL CONDITIONS

- 3.1. Client’s access to the Internet is not the subject of the Agreement and XOPERO does not guarantee the compatibility of offered Services with Client’s Internet providers’ software and infrastructure. The Client bears sole responsibility for the functionality of its Internet network, including the transmission paths and its own hardware and for the choice and consequences of using other software, including its applicability to the Client’s objectives.
- 3.2. Usage of the Services is subject to the then-current version of the Agreement posted on the Website.
- 3.3. XOPERO reserves the right to update the provisions of this Terms of Service from time to time at its sole discretion, and the updated Terms of Service version supersedes all prior versions, as well as is effective and binding immediately after posting on Website applicable for your Services.
- 3.4. Modifications affecting termination of our operations or terms of payment shall take place with prior explicit notice to you at least thirty (30) days prior to the change implementation

and, if not clearly rejected within 7 (seven) days of the notification, are deemed accepted and binding. Therefore, we advise you to periodically review the latest currently effective Agreement.

3.5. Continued use of the Services on or after the date of the updated version of this Terms of Service is effective and constitutes acceptance of such updated terms.

3.6. If you do not agree to our Agreement of an update of it you can delete your Account at any time.

4. SCOPE OF SERVICES

4.1. The Services provide a back-up solution for Client's Account, subject to the terms of this Agreement and Client's Subscription Plan.

4.2. XOPERO may make Software Updates from time to time in its sole discretion in order to improve the Software and enhance the Client's experience.

4.3. Clients who have activated their Accounts as trial are entitled to use the Service in order to familiarize themselves with the rules of its operation during the trial period, the length of which depends on the XOPERO current offer and may be subject to change.

4.4. Any Client who has upgraded to a Subscription Plan after using the trial period clearly confirms that the Service and/or Software is suitable for them and meets their requirements.

5. ACCOUNT AND ACCESS

5.1. Only an entity with full legal capacity may be a Client, that is:

5.1.1. a natural person with full legal capacity,

5.1.2. an authorized body of the public sector,

5.1.3. a legal person,

5.1.4. an organizational unit without legal personality, the right of which gives legal capacity,

5.1.5. a group of natural persons jointly operating as a civil partnership.

5.2. The Client being a natural person must be at least eighteen (18) years of age to be able to register and access an Account. XOPERO does not knowingly provide Services to any person under the age of eighteen (18). In the event that it comes to XOPERO's knowledge that a person under the abovementioned age is accessing or using the Services, with no liability whatsoever towards such person, we will prohibit and block such Account without any prior notice and we will make all efforts to promptly delete any data with regard to such Account.

5.3. When creating an Account and during the term of the Agreement, the Client must provide and keep the Account information true, accurate, current, and complete as requested to create and maintain the Account.

5.4. In case when additional options covered by the scope of the Account provide for the possibility of using the Service by a larger number of people, the Client assumes full responsibility for all actions of those persons who - not being a party to the contract with XOPERO - use a specific scope of the Service provided to the Client.

- 5.5. Every Client is assigned credentials and/or license key for the identification and authentication of End-Users in the Services (except Services in which End-Users are not required).
- 5.6. The Client is solely responsible for the proper protection and storage of assigned password and login (credentials), if assigned. The Client and End-Users are responsible for maintaining the confidentiality of all of the credential information for the Client's Account. **In particular the Client undertakes that he will not share these data with unauthorized persons.**
- 5.7. The Client acknowledges that any factual or legal action, if done through the Client's Account and using authorized encryption key or individual credentials (login and password) will be treated as doing this by the Client in person or by persons authorized to make this activity on behalf of and for the benefit of the Client.
- 5.8. The Client is responsible for compliance with the provisions of the Agreement by himself and all End-Users using the Account and for any and all activities that occur under such Account. Without limiting the foregoing, the Client is solely responsible for ensuring that the use of the Services to store and transmit Client Data is compliant with all applicable laws and regulations, as well as any and all privacy policies and/or agreements.
- 5.9. The Client understands and has become familiar with the technical requirements necessary to access and use the Services and has no objections in respect thereof. The Client is aware of risks and threats connected with electronic data transmission.
- 5.10. The Client acknowledges that due to the provision of the Service electronically and the public nature of the Internet, there is a risk of unauthorized access and modification of the Client's data, that is why the Client is also obliged to use their own technical means to minimize such threats.
- 5.11. The Client is solely responsible for creating the necessary technical prerequisites for the contractual use of the Services. XOPERO is not required to offer any advice on this subject.

6. CONTENT

- 6.1. The Client exclusively owns and reserves all rights, title, and interest to the Client Data, subject to our worldwide, non-exclusive and royalty-free right to use, process and transfer them solely for the purpose of providing the Services to you pursuant to the Agreement.
- 6.2. The Client and/or End-User is fully responsible for the uploaded content while using the Services. XOPERO does not undertake a review of the content for completeness, accuracy, legality, quality and suitability for any particular purpose.
- 6.3. It is forbidden to use the Service by the Client and/or any End-User for the purpose of data storage of unlawful content.
- 6.4. The Client and/or any End-User is prohibited from any activities in connection with the Services that violate law. In particular, the following actions are prohibited:
- 6.4.1. the posting of content, services and/or products that are pornographic in nature, violate child protection laws, data protection laws and/or other law and/or are fraudulent;
- 6.4.2. the use of content that insults or slanders other participants or third parties;

- 6.4.3. the use, provision and distribution of content, services and/or products that are protected by law or encumbered with third party rights (e.g.: copyright) without explicit authorization;
- 6.4.4. dissemination of viruses, trojans and other harmful files/components;
- 6.4.5. interference with the Services or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services or disrupts the integrity or performance of the Services and its components or endanger, interfere, compromise or circumvent the privacy, use, and/or security of the Services;
- 6.4.6. hindering the functioning of the Services, especially in the form of reverse engineering or hacking the Services, copying, translating, disassembling or decompiling the Services, or otherwise modify the Services in whole or in part, or create derivative works based thereon or attempting to gain unauthorized access to the Services (or any portion thereof), or related systems, networks, or data;
- 6.4.7. creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications, or mask the origin of any data, content, or other information you submit. For example, by "spoofing," "phishing," manipulating headers or other identifiers, impersonating anyone else, or accessing the Services via another Client's Account without their permission;
- 6.5. XOPERO reserves the right to refuse the uploading of content and/or to edit, block or remove content already uploaded without prior notice, if the posting of the content is in violation with law and/or this Terms of Service.
- 6.6. XOPERO reserves the right to temporarily cease or limit the provision of the Service without notice, in special cases affecting the security of the system.

7. PRICES AND PAYMENTS

- 7.1. A detailed regulation regarding the payment process and refunds of payments is established in the Payment and Refund Policy.

8. LICENSE (EULA)

- 8.1. Subject to the terms and conditions of this Agreement and the applicable Subscription Plan selected by the Client, including the timely payment of the Subscription Fees, XOPERO grants the Client a limited, non-exclusive, non-transferable and revocable license to use the Services and/or Software.
- 8.2. The Client may install/use the Software in executable form only on the number and type of devices that are specified in the then-current documentation for the Client's account type as described on the Website or as specified in other transaction documentation provided by XOPERO or an authorized reseller.
- 8.3. The Client acknowledges that certain third-party code may be provided with the Software and that the license terms accompanying that code will govern its use.
- 8.4. The Client acknowledges that XOPERO or third parties own all right, title and interest in and to the Services and Software, including all intellectual property rights.
- 8.5. Except for the license granted in this Agreement, XOPERO and its licensors retain all rights in the Products, and no implied licenses are granted to the Client.
- 8.6. The Client specifically agrees that he will not, nor will he permit another person to:

- 8.6.1. Sublicense, lease, rent, loan, transfer, or distribute any portion of the Services and Software;
 - 8.6.2. Modify, adapt, translate, or create derivative works from the Services and Software;
 - 8.6.3. Decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Services and Software; or
 - 8.6.4. Remove, obscure, or alter any trademark, copyright, or other proprietary rights notices displayed in the Services and Software or on the Websites.
- 8.7. The Software the Client has installed may periodically check with XOPERO for updates, and you agree that the Software may automatically download and install such updates on your devices. During such check, the Software may verify the authenticity and validity of the license key assigned to the Client. If any inconsistencies are found, XOPERO reserves the right to immediately suspend the Services to the Client until the issue is resolved.
- 8.8. The Services and/or Software are the property of XOPERO and/or its software suppliers and are protected by international copyright laws. Any attempt of reverse engineering, disassembly, or de-compilation of programs, unless it is explicitly permitted, is prohibited by law.
- 8.9. Redistribution of the Services and Software, unless explicitly granted by XOPERO, is strictly prohibited.

9. TERM AND TERMINATION

- 9.1. This Agreement commences as of the date the Client subscribes for the Service.
- 9.2. This Agreement shall run for the period of time specified under the Subscription Plan purchased by the Client, which may be specified or indefinite. If the duration is not specified in the Subscription Plan, the Service is considered to be purchased for 1 month period.
- 9.3. Termination of the Agreement for may happen due to:
- 9.3.1. if applicable - the expiry of the time for which the Service was purchased, in a situation where the Client has not decided to extend it;
 - 9.3.2. a unilateral declaration of will of XOPERO on the termination of the Agreement with immediate effect in a situation where the Client:
 - 9.3.2.1. uses the Service in a manner inconsistent with this Terms of Service,
 - 9.3.2.2. uses the Service provided by the Provider to store unlawful content, violating the absolute prohibition set out in the Section 6.4. of the Terms of Service,
 - 9.3.2.3. violates universally accepted security standards in the network, by failing to properly protect your equipment against external attacks.
- 9.4. XOPERO has the right to stop providing the Service to Clients using the trial Account at any time without giving a reason, while the use of this right will take place in particular if the Client.

- 9.5. If applicable, when any Client Content is stored by XOPERO – after this Agreement is terminated for any reason, any remaining Client's Content will be stored by XOPERO for a period of thirty (30) days after the effective date of termination, and thereafter will be deleted by XOPERO.
- 9.6. Sections 1 (Definitions), 8.8. (Ownership of Intellectual Property), 10 (Confidentiality), 12-14 (Warranty, Liability, Indemnification), and 16 (Final Provisions) of this Agreement shall survive termination of this Agreement, and shall continue in full force and effect thereafter.

10. CONFIDENTIALITY

- 10.1. XOPERO warrants and ensures that all commercially Confidential Information (as further defined below) shared with XOPERO are kept confidential, safeguarded and stored to a upper quartile market standard.
- 10.2. As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), that is designated in writing as confidential as well as all legal documents connected to the Services, Software and the Agreement, also the functionality of the Software, including but not limited to the pricing and purchase terms of the Product or any part thereof.
- 10.3. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party. This provision will not be construed to prohibit the disclosure of Confidential Information if such disclosure is required by law or order of the court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request or order for such disclosure so that the Disclosing Party has the opportunity to seek a protective order to prevent the disclosure of its information and Receiving Party shall comply with any such protective order.
- 10.4. XOPERO will not disclose or provide access to the Software and Services or any part thereof to anyone for any purpose except as contemplated by this Agreement. XOPERO agrees that it will maintain Client's Confidential Information in confidence, prevent its disclosure, and protect it from unauthorized use with at least the same degree of care that it uses to protect its own most critical proprietary information, but in no event less than a reasonable amount of care.

11. PRIVACY AND DATA PROTECTION

- 11.1. As a condition of using the Services, the Client is solely responsible for: (a) the processing of Personal Data (including but not limited to its transfer) in accordance with the applicable law, including for obtaining applicable consents or having another basis for Personal Data processing, (b) obtaining all consents and authorizations as may be required by any applicable law, for the collection, storage, processing and transferring of Personal Data by

XOPERO and its Sub-Processors according to Client's instructions, (c) for the accuracy, quality, and legality of Personal Data and the means by which Client acquired them and d) Client's instructions for the Processing of Personal Data shall comply with applicable data protection law.

- 11.2. In addition, the Client shall (a) as required by applicable law, provide notice to its End-Users, as well as obtain their consent (if required) or have other legal bases for processing and transferring personal data to XOPERO and its Sub-Processors.
- 11.3. Processing of Personal Data by XOPERO or its Sub-Processors through the Services on behalf of the Client pursuant to, or in connection with this Agreement is executed by Data Processing Addendum ("**DPA**").
- 11.4. The Client can choose from which region the services are provided to them: USA or Europe. If Europe is selected, all services are provided using the European infrastructure only.
- 11.5. For the purpose of providing Services, the ongoing operation thereof, and/or for security or legal purposes, you acknowledge and agree that we (i) collect, process, store all data when you connect to, access and/or use Services and (ii) access your Account(s) and Client Data during the subscription. You acknowledge and agree that, as part of the provision of the Services, we engage Sub-Processors in the European Economic Area, the United States, and other countries and territories to process Client Data, including, without limitation, Personal Data pursuant to the Agreement. Any third-party service providers utilized by XOPERO will only be given access to your Account(s) and Client Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations that are commercially reasonable and substantially consistent with the Company standards, and (b) contractual arrangement with XOPERO binding Sub-Processor(s) to provide a not less protective level of data protection than that applicable to the Company. The names of all current Sub-Processors having access to End-Users data under the Agreement are published on the Websites.
- 11.6. XOPERO respects your privacy and is committed to protecting the information you share with us. XOPERO will never sell, rent, or lease your data to any third party. We will not share your Client Data with third parties, except as permitted by the Agreement and in order to provide, secure, and support the Services or as required by the provisions of applicable law.
- 11.7. Our policy and practices and the type of information collected are further described in our Privacy Policy which is hereby incorporated into this Agreement.
- 11.8. Any observation or breach of data protection may be reported via e-mail to our Data Protection Officer ("**DPO**").

12. WARRANTIES

- 12.1. We represent and warrant to the Client that (i) during the term of the Agreement XOPERO will perform its operations in a manner to ensure accessibility and continuity of offered Services in accordance with their use and purpose and (ii) any support performed by or on behalf of XOPERO under the Agreement, if any, will be performed in a professional manner.
- 12.2. Maintenance work or breakdowns for which XOPERO is not responsible are not included in the calculation of availability.

- 12.3. The Client acknowledges and agrees that Services or any portion of it and any Software accessed by the Client, including through the Websites is (i) provided on an “as is” and “as available” basis and may change over time at sole discretion of XOPERO and (ii) without any warranties of any kind whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title or arising by a course of dealing or usage of trade. In particular, due to the complexity of long-distance data transmission, there is no possibility to ensure absolute accuracy, security, accessibility, integrity and continuity of the provided Services. For this reason, to the maximum extent permitted by applicable law, XOPERO does not make or give any further representation or warranty that our Services or any portion of it will always be available, accessible or uninterrupted, timely, secure, error-free or free from viruses or other malicious software, that any error, bug or problem be resolved or that they will meet the Client’s requirements and no information or advice obtained by you from us or through the Services shall create any warranty not expressly stated in the Agreement.
- 12.4. XOPERO represents and warrants that to XOPERO’s knowledge: (i) the Services and/or Software does not infringe any patent, copyright or trademark or violate the trade secret or other proprietary rights of any third party; (ii) XOPERO owns or has exclusive or non-exclusive rights in all patents, copyrights, trademarks, trade secrets and other proprietary rights in and to the Services and/or Software necessary to grant the licenses herein; and (iii) XOPERO possesses the legal right and authority to execute and perform this Agreement.
- 12.5. Disclaimer: Except as set forth in this Agreement, there are no other warranties or conditions of any kind, including without limitation, the warranties that the Services and/or Software is free of defects, of merchantable quality or fit for a particular purpose. This disclaimer of warranty constitutes an essential part of this Agreement. No use of the product is authorized under this Agreement except under this disclaimer.

13. LIABILITY

- 13.1. To the maximum extent permitted by applicable law, in no event will XOPERO, its agents and affiliates or its suppliers, licensors, or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Services and/or Software, including, without limitation, damages for loss of goodwill, computer failure or malfunction, damage to data or Client’s systems, cost of procuring replacement products, loss of profit, business interruption or any and all other commercial or economic damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort (including negligence) or otherwise) on which the claim is based.
- 13.2. XOPERO’s cumulative liability to the Client or any other party for damages for any cause whatsoever will be limited to no more than the Subscription Fees paid by the Client under this Agreement in the twelve (12) month period prior to the event giving rise to liability. The foregoing limitation will not limit the Client’s payment obligations under the Agreement.
- 13.3. XOPERO shall not be liable for:
- 13.3.1. the lack of access to the Services resulting from incorrect registration of the Client and/or End-User;

- 13.3.2. the loss or distribution of backups covered by the Service, if their loss or dissemination occurred in connection with the transfer or loss of access data by the Client and/or End-User;
- 13.3.3. any events and damages resulting from:
 - 13.3.3.1. Client's failure to comply with the technical requirements necessary to use the Services;
 - 13.3.3.2. the lack of access to the Services, resulting from reasons beyond XOPERO;
 - 13.3.3.3. force majeure, hostilities, terrorist attack, fire, epidemics, burning or flooding server room, hacking attack, reasons attributable to access providers, Internet providers, Client's hardware or software failures, server room failures,
 - 13.3.3.4. reasons attributable to third parties (entities providing telecommunications, hosting, banking, postal, courier, electronic mail, registration and maintenance of domains and other similar services, and an entity operating the payment system);
 - 13.3.3.5. unauthorized use of the Service by the Client or another person;
 - 13.3.3.6. malicious or infringing action by any Internet user;
 - 13.3.3.7. reject e-mails sent by e-mail servers other than the XOPERO's, eg due to filters, blockages or system failures.
- 13.4. In addition, XOPERO shall not be responsible for marking his e-mails or Client's e-mails as spam by the e-mail service provider used by the Client.
- 13.5. XOPERO has the right to technical break in the functioning of the Service. XOPERO shall notify Clients about this break by means of an earlier announcement on the Website, unless the necessity of this break is sudden or unforeseen.
- 13.6. XOPERO has the right to temporarily limit the function of the Service, make it available at selected times or limit the quantity, if the lack of limits could negatively affect the continuity and stability of the Service. XOPERO shall not be liable for the consequences of events resulting from a technical break or a temporary limitation of the Service function.
- 13.7. XOPERO is not liable in cases of slightly negligent violation of only insignificant contractual obligations. Furthermore, the XOPERO's liability for damages caused by the slight negligence is limited to those damages such as are typically associated and foreseeable with contractual relationships of this kind (contract-typical, foreseeable damages). This also applies to slightly negligent breaches of duty by the legal representatives, executives or vicarious agents of XOPERO.
- 13.8. Force Majeure: Neither party shall be liable for any delay or failure in performance due to such acts of God, earthquake, labor disputes, strikes, shortages of supplies, riots, war, fire, epidemics, or transportation difficulties, to the extent not in control of such party. The obligations and rights of the excused party shall be extended on a week to week basis,

provided, however, that a delay of sixty (60) days shall entitle the other party to terminate this Agreement without liability.

14. INDEMNIFICATION

14.1. The Client hereby agrees to defend, indemnify, and hold XOPERO, its suppliers, resellers, partners, and their respective affiliates harmless from and against any claims, liabilities, damages, losses and expenses, including reasonable attorney fees and costs, for whatever reason, especially in connection with:

- 14.1.1. the wrong use of the Services and/or Software;
- 14.1.2. violation of this Agreement,
- 14.1.3. violation of any third party right, including any intellectual property right; or
- 14.1.4. any claim that use of the Client's data caused damage to a third party,
- 14.1.5. transmitting any material that is obscene or objectionable or that contains viruses or other harmful computer code or files such as trojan horses, worms or similar.

15. COMPLAINTS

15.1. The Client may submit complaints related to the occurrence of any irregularities in the functioning of the Services or irregularities in the provision of the Services via e-mail to the address: office@xopero.com.

15.2. Complaints should contain at least the identifying information of the Client, the subject of the complaint and justification for submitting the complaint. Complaints that do not contain the above data will not be considered.

15.3. The complaint may be filed within 1 month from the date on which the Service was improperly performed or was to be performed. Complaints filed after the expiry of this period are left without consideration.

15.4. In the event of technical problems reported by the Client, the XOPERO shall immediately take up the repair work.

15.5. Under this section, XOPERO shall, at its sole discretion, repair or re-perform, or remove such an affected part of the Services. THESE REMEDIES SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND XOPERO'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT.

16. FINAL PROVISIONS

16.1. All notifications provided in this Agreement are considered delivered, if they are sent to the e-mail address or the correspondence address of the Client given in the registration procedure or as part of the Client's update of these data through the Account.

16.2. Severability. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

- 16.3. Assignment: Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding on and shall inure to the benefit of the parties, their successors and permitted assigns.
- 16.4. Governing Law and Venue. This Agreement shall be governed by the laws of Republic of Poland. The parties hereby agree to attorn to the exclusive jurisdiction of Polish courts. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. In the case of Client's who are not consumers, the court competent for the seat of XOPERO shall have jurisdiction.
- 16.5. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended only in writing signed by both parties. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The relationship between Rewind and Customer is that of independent contractors and neither Customer nor its agents shall have any authority to bind Rewind in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.
- 16.6. Compliance. In performing under this Agreement, the parties shall comply with all applicable laws and regulations of any federal, state, provincial or local government entity.
- 16.7. Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013, we inform you that at <http://ec.europa.eu/consumers/odr> an online platform for dispute resolution is available between consumers and entrepreneurs at EU level. This platform is a website with a one-stop shop for consumers and entrepreneurs seeking a non-judicial resolution of a dispute regarding contractual obligations arising from an online sales contract or a service contract.
- 16.8. This policy was last modified on 28.04.2022.