GITPROTECT.IO AND XOPERO
TERMS OF SERVICE

I. GENERAL PROVISIONS

1) These Terms of Service (hereinafter "**TOS**") specify the scope and conditions for the services of creating and maintaining data backup by the Provider to Users digitally, which entail storing backup copies of electronic data locally on the served of the User or on external servers of the Provider, by sending them and receiving via the public Internet network using an encrypted connection, as well as managing these services.

2) The Service is provided on the basis of dedicated software of the Provider and requires the User to have license rights to this software and to comply with the licensing terms accepted in the process of installing this software, and to activate the online Service.

3) Expressing consent to comply with the TOS in the process of starting the Service is tantamount to full acceptance of all conditions of the TOS and a commitment to comply with the obligations imposed in the TOS.

4) The obligations of the Provider and the rights resulting from the provisions of the TOS apply to the full extent only to Users who have paid the subscription fee, which determines the conclusion of the contract for paid provision of the Service.

5) The entitlements of Users using the Service free of charge (trial packages) are subject to appropriate time and subject limitations specified in the TOS or information provided to the User in the process of registering an Individual User Account.

6) TOS are made available to the User on the Provider's website, in a form that allows downloading, saving and printing.

II. DEFINITIONS

Unless explicitly stated otherwise, or something else is not immediately apparent from the context of use of a given wording, the terms used in the TOS have the following meanings:

1) "**TOS**" - these Terms of Service, constituting an integral part of the contract concluded by the User with the Provider, whose acceptance and subsequent observance is a condition of using the Service.

2) "**Provider**" - XOPERO SOFTWARE Spółka Akcyjna with its registered office in Gorzów Wlkp., ul. Herberta 3, 66-400 Gorzów Wlkp., registered in the Register of Entrepreneurs kept by the District Court in Zielona Góra, VIII Commercial Division of the National Court Register, under KRS number 0000684240, NIP 5993066603, email; office@xopero.com;

3) "**Service**" - a service provided electronically via the Internet, consisting of:
   a) granting a license to use the Software,
   b) creating an Individual User Account,
   c) providing the User with the possibility of manually or automatically creating backup copies of electronic data,
   d) providing the User with the possibility of gaining access to created backup copies and their retrieval via an encrypted connection;

4) "**User**" - any entity using the Service and Software.

5) "**Consumer**" - in accordance with Article 22[1] of the Act of 23 April 1964 - Civil Code, i.e. a natural person making a legal transaction with an entrepreneur not directly related to its business or professional activity.

6) "**Individual User Account**" or alternatively "**account**" - an individual account created for each new User based on data provided by him in the registration process;

7) "**Software**" – Provider's dedicated software intended for Users to create backup copies of electronic data;

8) "**Trial**" - a free trial version of the Service, entitling to free use of the limited scope of the Service and Software in order to try it out;

9) "**Personal Data Protection Policy**" - a document established by the Provider regulating the processing of personal data by the Provider, the provisions of which are supplementary to the provisions of the Regulations; this document also fills the standards of the so-called privacy policy.

10) "**Payment and Refund Policy**" - a document established by the Provider, regulating the issues of payments made by Users to the Provider and possible refunds of such payments.

11) "**Services provided by electronic means**" - performance of activities, including Services, which are sent and received by means of tele-information systems, at the individual request of the User, without the simultaneous presence of the parties, the data being transmitted via public networks within the meaning of Telecommunications law;

12) "**Act on the provision of electronic services**" – the Polish Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

13) "**Act on the Protection of Personal Data**" – the Polish Act of 29 August 1997. on the protection of personal data (ie 2002, Journal of Laws No. 101, item 926, as amended);

14) "**Telecommunications Law**" – the Polish Act of July 16, 2004 Telecommunications law (Journal of Laws No. 171 item 1800, as amended).

III. SERVICE

1) Provided the User accepts the provisions of these TOS and the User fulfills the conditions specified therein, the Provider is obliged to provide a Service consisting of:
   a) granting a license to use the Software,
   b) creating an Individual User Account,
   c) enabling the User to backup copies of files he has designated;
   d) *If applicable* - storage of the User's backups on the Provider's external server,
   e) *if applicable* - creating new user accounts and managing these accounts.

2) Detailed parameters of the Service provided to a given User, such as, in particular:
   a) the length of the period in which the User has the right to use the Service,
   b) the amount of available disk space for backup,
   c) the number of Users' accounts,
   d) the number of positions available to Users,
   e) possible use of additional, optional function modules,
   depend on the type of Service purchased by a given User from among the possibilities in the Provider's offer.

3) Users who have activated their accounts as part of the 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 Provider's current offer and may be subject to change.

IV. USER

1) Only an entity with full legal capacity may be a User, that is:
   a) a natural person with full legal capacity,
   b) a legal person,

c) an organizational unit without legal personality, the right of which gives legal capacity,

d) a group of natural persons jointly operating as a civil partnership.

2) The User undertakes to use the access data to his account (login and password), made available by the Provider in the registration process with due diligence, and in particular undertakes that he will not share these data with unauthorized persons.

3) The User acknowledges that any factual or legal action, if done through the User's Panel and using his encryption key or individual access data (login and password) will be treated as doing this by the User in person or by persons authorized to make this activity on behalf of and for the benefit of the User.

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

5) The User 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 User's data, that is why the User is also obliged to use their own technical means to minimize such threats.

V. SCOPE OF SERVICES AND ORDERS

1) The Provider offers various options of Services to be purchased by Users; the current prices, ranges and details are each time placed on the Provider's current offer of the Service.

2) Offers published by the Provider and given prices constitute an invitation to conclude a contract within the meaning of art. 71 of the Polish Civil Code.

3) In order to effectively place an order, a User who is a Consumer must specify and provide at least: his / her name, address, email address. In addition, the payment method chosen for the Packages must be chosen from the list of available options. Lack of any of the above information, or false information, will prevent the Provider from carrying out the order.

4) A user who is an entrepreneur as part of the order, apart from the data specified above, must specify: his legal form, full company name, tax identification number and the method of delivery of the VAT invoice.

5) The Provider is obliged to verify whether the order placed can be accepted for execution. If the order cannot be processed, the Provider sends an information to the e-mail address of the User about the refusal to accept the order, indicating the reason for the refusal. In the event that the User has previously made a prepayment for the price of the ordered Packages, the Provider is obliged to return it in full.

6) When the User is not a natural person, he is presumed to be represented by a representative authorized to represent the Client in the light of applicable law.

VI. PAYMENTS

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

VII. DELIVERY

1) Delivery of the Services by the Provider to the User takes place exclusively in digital form.

2) Due to the aforementioned character of the delivery, the User who is a Consumer waives the right to withdraw from the agreement concluded 14-day from the conclusion of the

Provider, if the Provider fully fulfilled his obligation to provide the User with appropriate Services, before that date.

3) The Provider may temporarily or permanently suspend access to the Services of a selected User or Users, if any indications suggest a breach of these TOS and/or of applicable law, or if the Provider has any other legitimate interest.

VIII. CONTENT
1) The content uploaded by the User using the Services remains the property of the User.
2) *If applicable* - By uploading content, the User grants the Provider a free and transferable right to use the respective content, in particular to store the content on the server of the Provider, to duplicate the content, as far as this is necessary for the storage of the respective content. I
3) The User is fully responsible for the uploaded content. The Provider does not undertake a review of the content for completeness, accuracy, legality, quality and suitability for a particular purpose.
4) The Provider 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 TOS.

IX. TERMINATION OF THE SERVICE
1) Termination of the agreement for paid service provision may happen due to:
   a) the expiry of the time for which the Service was purchased, in a situation where the User has not decided to extend it for a fee;
   b) notification by the User of the request to cease the processing of personal data necessary for the further provision of the Service,
   c) a unilateral declaration of will of the Provider on the termination of the contract with immediate effect in a situation where the User:
      i. uses the Service in a manner inconsistent with the TOS,
      ii. uses the Service provided by the Provider to store unlawful content, violating the absolute prohibition set out in the TOS,
      iii. violates universally accepted security standards in the network, by failing to properly protect your equipment against external attacks;
      iv. uses the Service in a manner that may disrupt the proper functioning of the Provider's IT systems and the correct provision of the Service to all Users;
      v. distributes computer viruses or other types of malicious software.
2) The Provider has the right to stop providing the Service to Users using the Trial at any time without giving a reason, while the use of this right will take place in particular if the User violates any provisions of the TOS.
3) In case of closing the User's account, the data collected on this account will be deleted when it is closed.

X. LIMITATIONS AND BANS
1) It is forbidden to use the Service by the User for the purpose of data storage of unlawful content.
2) The User is prohibited from any activities in connection with the Services that violate law. In particular, the following actions are prohibited:

a) 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;
b) the use of content that insults or slanders other participants or third parties;
c) 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 authorisation.
d) dissemination of viruses, trojans and other harmful files.

3) The Provider reserves the right to conduct maintenance works of the Services, which may cause difficulties or interruptions in the use of the Service.

4) The User is solely responsible for creating the necessary technical prerequisites for the contractual use of the Services. The Provider is not required to offer any advice on this subject.

5) Content from Users and other third parties is collectively referred to as "Third-party Content". The Provider does not check Third-party Content for completeness, accuracy or legality and therefore assumes no responsibility or liability for the completeness, accuracy, legality or timeliness of Third-party Content.

6) The Provider reserves the right to temporarily cease or limit the provision of the Service without notice, in special cases affecting the security of the system.

XI. LIABILITY

1) The Provider shall exercise due diligence to ensure the proper operation of the Service.

2) The Provider guarantees an availability of 99% on a monthly average within his area of responsibility. Maintenance work or breakdowns for which the Provider is not responsible are not included in the calculation of availability.

3) The Provider shall not be liable for the lack of access to the Service resulting from incorrect registration of the User.

4) The Provider shall not be liable for 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 User.

5) The Provider shall not be liable for any events and damages resulting from:
   a) User's failure to comply with the technical requirements necessary to use the Service;
   b) the lack of access to the Service, resulting from reasons beyond the Provider;
   c) force majeure, hostilities, terrorist attack, fire, epidemics, burning or flooding server room, hacking attack, reasons attributable to access providers, Internet providers, User's hardware or software failures, server room failures,
   d) 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);
   e) unauthorized use of the Service by the User or another person;
   f) malicious or infringing action by any Internet user;
   g) reject e-mails sent by e-mail servers other than the Provider's, eg due to filters, blockages or system failures.

6) In addition, the Provider shall not be responsible for marking his e-mails or Users' e-mails as spam by the e-mail service provider used by the User.

7) The Provider has the right to technical break in the functioning of the Service. The User shall notify Users about this break by means of an earlier announcement, unless the necessity of this break is sudden or unforeseen.
8) The Provider 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. The Provider shall not be liable for the consequences of events resulting from a technical break or a temporary limitation of the Service function.
9) The Provider does not give Users a guarantee of access to data in the event of an unexpected and independent event, outside of Provider's scope.
10) The Provider is not liable in cases of slightly negligent violation of only insignificant contractual obligations. Furthermore, the Provider'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 the Provider.

XII. CONFIDENTIALITY
1) Xopero warranties and ensures that all commercially confidential Client data and materials shared with Xopero are kept confidential, safeguarded and stored to a upper quartile market standard.
2) 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 EULA and/or Terms of Service. 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.

XIII. COMPLAINTS
3) The User may submit complaints related to the occurrence of any irregularities in the functioning of the Software or irregularities in the provision of the Service via email to the address office@xopero.com.
4) Complaints should contain at least the identifying information of the User, the subject of the complaint and justification for submitting the complaint. Complaints that do not contain the above data will not be considered.
5) 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.
6) In the event of technical problems reported by the User, the Provider shall immediately take up the repair work.
7) Responsibility of the Provider in connection with the provision of the Service, regardless of its legal basis, is limited only to cases of causing damage due to the Provider's intentional fault.

XIV. FINAL PROVISIONS
1) The invalidity of one of the provisions of these TOS as a result of occurrence of a conflict with the mandatory legal regulation or as a result of a judgment of the competent Court, does not entail the annulment of the remaining provisions that retain their full force and

scope. In this case, the parties undertake to replace the annulled provision with the most similar standard corresponding to the law.

2) All notifications provided in the TOS are considered delivered, if they are sent to the e-mail address or the correspondence address of the User given in the registration procedure or as part of the User's update of these data through the User Panel.

3) In the case of Users who are not Consumers, the court competent for the seat of the Provider shall have jurisdiction.

4) 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.

5) The Provider reserves the right to modify these TOS at any time with those modifications also being effective for existing contractual relationships.