

Please carefully read the following terms and conditions before you start using NOR-STA Online Services.

The terms and conditions of this End User License Agreement ("Agreement") govern the use of NOR-STA Online Services ("Services") described below by you and/or any organization you represent ("End User").

Argevide Sp. z o.o. ("Argevide") based in Gdańsk, Gabriela Narutowicza 11/12, 80-233 Gdańsk (Poland) is willing to grant to End User access to the Services only upon the condition that End User accepts all of the terms contained in this Agreement.

By starting the use of Services and logging in to the Services in particular, End User confirms understanding of this agreement and acceptance all of its terms. If you do not accept all of the terms of this Agreement, then Argevide is unwilling to provide Services to you and you are not authorized to use the Services.

## 1 General terms

1. Argevide will make Services listed in End User order ("Order") available to End User pursuant to this Agreement and the Order. Except as otherwise stated in this Agreement or the Order, End User has the nonexclusive, worldwide right to use the Services for the period defined in the Order ("Services Period"), unless earlier terminated in accordance with this Agreement.

2. End User can use Service administration functions to create and manage user accounts for any persons ("Authorized User") and authorize them to use the Services. There are no restrictions who is the Authorized User, it can be End User's employee, representative, consultant, contractor, agent, customer or any other person.

3. The End user is authorized to use the Service within the limits specified in the Order. The Service limits include the maximal number of active user accounts and the maximal number of projects the Authorized Users can create and operate in the Services.

4. All terms and conditions of this Agreement apply for Authorized Users. End User is responsible for all actions related to use of the Services by its Authorized Users and their compliance with this Agreement.

5. A web browser is necessary to use the Services. The Services are tested for current versions of Mozilla Firefox, Google Chrome and Microsoft Edge. Cookies and JavaScript must be enabled in a web browser to use the Services.

## 2 Fees and Payment

1. End User is obliged to pay the Service fee according to the Order and the Services price list. Once placed, the Order is noncancelable and the sums paid nonrefundable, except as provided in this Agreement or the Order.

2. Failure to meet any of the End User payment obligations will be a breach of this Agreement and will allow Argevide to suspend the Service or terminate the Agreement.

3. If the End User exceeds the quantity of the Services ordered (like the number of user accounts or the number of projects), then the End User must promptly purchase and pay fees for the excess quantity.

4. Argevide will notify the End User of the end of the Service Period one month in advance and offer extension of the Service subscription for the subsequent Service Period.

5. Argevide may increase or decrease the Service fees at any time. Any change in Service fees will take effect at the commencement of the next Service Period.

## 3 End User Rights and Responsibilities

1. Services enable End User to enter data and files ("Content") that are stored with the Services. End User retains all ownership and intellectual property rights to the Content.

2. End User grants Argevide the right to host, process, display and transmit the Content to provide the Services pursuant to and in accordance with this Agreement. Argevide undertakes that it will not process End User data for purposes other than providing and settling the Services.

3. End User is solely responsible for the correctness and legality of the Content. End Users may not, in particular, enter and store unlawful Content in the Services as well as use the Services for purposes that are contrary to or intended to circumvent the law.

## 4 End User support

1. Argevide is committed to providing End User with a secure and dependable Services. Technical problems may be reported by email, using the form available on Argevide website or by telephone between hours 8:00 – 16:00 (Central European Time Zone) on business days. Argevide will confirm the complaint within one business day and come up with a problem resolution or problem resolution plan as quickly as possible, in no more than five business days.

2. User documentation and support services are provided in Polish and English.

## 5 Security of the Services

1. Content retained by the End User under the Services is a confidential information that will not be disclosed to third parties. In performing the Services, Argevide will comply with the Argevide privacy policy. Argevide is committed to making best effort to protect the Content, including End User and Authorized Users data, stored under the Services.

2. The End User is obliged not to share passwords to the Services with unauthorized persons and is solely responsible for the confidentiality of these passwords. When an initial password for the Services is provided, it shall be promptly changed by the End User.

3. End Users may not use and will be responsible for any consequences of the use of any malicious software (including viruses, Trojan horses, spyware, malware) or devices that violate the Services Security and this Agreement. When using the Services, End User may not in any way infringe any third party's rights, including intellectual property rights.

## 6 Personal data processing

1. End User entitles Argevide to process the personal data for the purposes of providing and settling the Services in accordance with this Agreement.

2. Argevide is the processor of the personal data entrusted by the End User who is the controller of this data within the meaning of the General Data Protection Regulation (GDPR).

3. The scope of the entrusted personal data is limited to the following data related to Authorized Users:

- first name and last name,
- e-mail address,
- phone number (optional)
- organization name
- organization address (optional)

4. When processing personal data on behalf of the controller, Argevide shall follow the instructions stipulated by the controller at any given time. Argevide provides the controller with functions within the Services to manage personal data.

5. Personal data provided by the End User will not be shared with other entities. Processing of the personal data shall not be entrusted to any subcontractors or third parties.

6. The End User entitles Argevide to give access to the personal data to the entities entitled to request such data on the basis of mandatory provisions of law.

7. Argevide shall take technical and organizational measures appropriate to the security risk of the Services in order to protect the Services, in particular measures to prevent unauthorized access and modification of personal data. Argevide shall fulfil the requirements for security measures stipulated in the General Data Protection Regulation (GDPR).

8. The End User acknowledges that it has been informed of the right to access the personal data, as well as to correct and delete them, and to withdraw his consent to the processing of her/his personal data.

9. Argevide agrees to provide all information necessary to demonstrate compliance with the obligations to protect security of the entrusted data and enables the administrator or auditor authorized by the administrator to conduct audits and inspections.

10. In case Argevide receives information about an End User's violation of the Agreement terms and conditions or applicable laws, Argevide may process the personal data provided by the End User to the extent necessary to establish liability.

11. Personal data is removed within 30 days after the termination of the Services, unless the End User submits a request for immediate deletion of all data. Data deletion means deleting or destroying in an irreversible manner all documents, data, diskettes, CDs, etc. that contain personal

data covered under this agreement. This also applies to any back-up copies.

12. Upon termination of the use of Services, Argevide may process the personal data necessary for the settlement of the Services, soliciting payment claims for use of the Services and clarifying the circumstances of unauthorized use of the Services.

## 7 Intellectual Property Rights

1. The Services and software used to provide the Services are protected by international intellectual property laws and treaties. All rights are reserved.

2. End User will not, and will not allow any Authorized User or other third party to:

- a) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public Services interfaces, except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to Argevide) and on the condition that End User strictly respects applicable law, including the extent to which it allows to undertake such actions;
- b) modify, adapt or create derivative works of the Services;
- c) remove or obscure any proprietary or other notices of Argevide or any third party contained in the Services;
- d) defeat, nor attempt to defeat, any security measures built into the Services;
- e) breach the law applicable for the use of the Services, including the relevant restrictions imposed by copyright and intellectual property protection acts.

## 8 Service restrictions

1. Argevide is entitled to suspend the provision of the Services, upon prior notice to the End User to cease the breach, remove the cause or effect of unauthorized activity within a period of not less than 14 days, in the event of:

- a) breaching of any of the provisions of the Agreement,
- b) using the Services in a manner violating any applicable law,
- c) any payment late for more than 30 days.

2. The End User is not entitled to claim a refund for the period of suspension of the Services.

3. In the event that the End User fails to cease the breach or remedy the consequences within 30 days of the

suspension of the Services, Argevide has the right to terminate the Agreement with immediate effect.

4. Argevide reserves the right to arrange technical breaks in the provision of the Services to carry out necessary maintenance and upgrades. Argevide will ensure that technical breaks will be reasonably short and that they are outside the hours of 8:00 - 18:00 on weekdays. Argevide shall inform the End User about the planned technical breaks 12 hours in advance.

## 9 No Warranty

Argevide does not warrant that the Services functioning will meet End User requirements or that the Services operation will be uninterrupted or error free neither the Services will fit for a particular purpose. Argevide does not grant any warranty for the Services.

## 10 Disclaimer

1. The Services are provided 'AS IS' to be used by End User at End User's own risk and responsibility. Argevide shall not be liable for any property or non-property damages caused to End User as a result of non-performance or improper performance of the Agreement as well as use or inability to use the Services, including those caused by defects or errors thereof, i.e. Argevide is not liable for loss of information or data, loss of revenue (benefits), damages or malfunction of any other software.

2. Argevide is not responsible for any issues related to the performance, operation or security of the Services that arise from End User's Content or third party content or services provided by third parties.

3. To the maximum extent permitted by applicable law, Argevide entire liability under this Agreement will be limited to the Service fee paid.

## 11 Term and Termination

1. The Service specified in this Agreement is delivered to the End User from the date of placing the Order for 12 months (the Service Period), unless specified otherwise in the Order.

2. Argevide may terminate the Services at any time upon 14-day notice to End User if End User fails to comply with any term or condition of this Agreement.

3. End User may declare termination of the Services at any time. The fees paid will not be returned.

4. Upon termination of this Agreement, the following sections of this Agreement will survive: "Security of the Services", "Personal data processing", "Intellectual Property Rights", "No Warranty", "Disclaimer", "Export", "Governing Law", "Severability."

### **12 Export**

1. The Services may be subject to export laws and regulations. End User will comply with all domestic and international export laws and regulations that apply to the Services.

2. End User may access the Services without regard to geographic location and may transfer the Content across geographic locations. End User is solely responsible for the authorization and management of Authorized Users accounts, as well as export control and geographic transfer of the Content.

### **13 Agreement amendments**

1. Argevide reserves the right to amend the Agreement or the Price list. The content of each proposed change will be communicated to the End User at least one month in advance.

2. End User, not later than on the effective date of the amendment, may notify Argevide of the termination of the Services with the effective date of the amendment due to non-acceptance. Termination is effective if it is sent to e-mail address [office@argevide.com](mailto:office@argevide.com).

3. Failure to provide a termination notice within the stated period will result in acceptance of the amendment.

### **14 Governing Law**

Agreement will be governed by and interpreted in accordance with the laws of Poland. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any dispute, controversy or claim arising out of or relating to this Agreement will be settled by the courts in Gdańsk, Poland, and each party expressly consents to the exclusive personal jurisdiction and venue of such courts.

### **15 Severability**

In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.



[www.argevide.com](http://www.argevide.com)

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