Regulations on providing electronic services via DocsQuality Application

§ 1. GENERAL TERMS AND THEIR DEFINITIONS

1. These Regulations define terms and conditions for provision of services electronically through **access to certain functionalities of DocsQuality Application** (further referred to as the "**Application**" or "**DocsQuality**"), being a software solution accessible through registered user account within the Webservice, allowing to verify the quality (readability) of electronic documents automatically, by using methods of machine learning and AI to detect unreadable content and obscuration of electronic (or digitalized paper) documents (further referred to as "**Service**").

2. Access to the Application and providing Services will take place according to the choice of a client: via webpage in a domain docsquality.com (DocsQuality Online) or as stand-alone application installed with the use of license key dedicated to a client (DocsQuality Offline), or by cloud computing services of Microsoft Azure (DocsQuality Cloud). In each case however, the use of DocsQuality application needs registering a client's account and creating its profile on the webpage docsquality.pl (further referred to as "**Webservice**").

3. Data controller of the Website and provider of the Service is **Inero Software Sp. z o.o.** (Ltd.) seated in Gdańsk (80-172), at Trzy Lipy 3 Street, registered under the number (KRS no.) 0000704853 within National Court Register, held by Regional Court for Gdańsk-Północ in Gdańsk, VII Commercial Division of National Court Register, share capital amounting to 6650,00 PLN, fully paid, having VAT no. (NIP): 5833272707 and statistic number (REGON): 368800280 (further referred to as the "**Service Provider**").

E-mail address to contact the Service Provider in all matters related to providing Services or running Website is: support@docsquality.com

4. These terms and conditions stated herein form the Regulations (further referred to as "**Regulations**") according to the art. 8 of the Act on electronic provision of services (Official Journal of 2019, issue 123 – further referred to as the "**Act**"), under the Polish law.

5. The content of these Regulations is available free of charge on the webpage https://docsquality.com, given in a form that allows it to be downloaded, saved and printed at any time of using the Services.

6. The Service Provider is at the same time personal data controller of data being processed within Webservice/ Webpage in the meaning of art. 4 of the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, further referred to as the or "**GDPR**")

7. The recipient of Service is an entity who has registered its account in Webservice and provided data as such (further referred to as the "**Client**"). Each natural person being allowed by the Client to use functionalities of the Application or to use an Account in the Webservice, becomes authorized user (further referred to as the "**User**"), acting as recipient of the Service in the name of the Client. In relation to the Service Provider, acts or omissions of the User are meant as acts or omissions of the Client.

8. Before using the Website/Application, the Client should read these Regulations and accept to be bound by them. The User should also get familiar with these Regulations, which will be available at any time of using the Application.

9. The remaining general terms should be understood as follow:

   1) **Personal Data Controller** – the Service Provider who determines purposes and means of processing of personal data within the Webservice, to whom one may contact at any time by e-mail address: support@docsquality.com
   or traditionally at the registered seat address as given herein above (point 3).

   2) **Password** – unique sequence of letters, digits or other symbols as established by the Client (at least eight of them, including one small letter and one capital letter, a digit and special symbol), enabling personal access to the Account;

   3) **Account** – part of the Webservice secured by Password and Login, accessible only after logging, enabling identification of the Client (by data entered by him into Webservice) and access to given functionalities of the Application (attributed to the given license key under chosen Pricing Plan), including monitoring of amounts of documents verified by the Application

   4) **Login** – a unique description (usually e-mail) attributed to identify the Client in Webservice, used to logg-in and for further interaction within the Webservice,

that together with a Password is necessary to setup the Account and later logging into it.

5) **Pricing Plan** – charges ascertained by the Service Provider in return for provided Services, related to given functionalities of the Application (and amount of pages to be verified), publicly announced on the Webpage or during individual contracting with the Client, that the Client has got subscribed for.

6) **Subscription Period** – a period of 30 calendar days of providing Services, (usually) expiring at the end of a calendar month.

7) **Registration** – set of activities in a process of creation an Account, based on fulfilling a registration form available on the Webpage.

8) **Webpage** – an internet domain for Webservice under the internet address https://docsquality.com.

9) **Client** – business entity (natural or legal person, or organizational unit without legal personality but with legal capacity), who by entering an agreement with Service Provider registers an Account (and made it available to its Users) to have access to use the Application, and makes payment according to the chosen Pricing Plan.

10) **User** – natural person who makes use of the Application (Webservice within the given functionalities of the Application) or perform other authorized activities as may be available within the registered Account of the Client.

10. Anyone using the Webservice or any other way using functionalities of the Application is obliged to obey all the rules given in these Regulations since the start of using Services through the Application, especially must comply with:

1) prohibition to deliver any unlawful content and to infringe third parties' rights and interests;

2) protection on confidentiality of data used to access the Account or to perform activities in the Account, aiming to proper use of the Service;

3) all intellectual property rights in relation to Webservice or Application itself, being reserved to the benefit of the Service Provider (or other entities to whom Service Provider remains bound by legal relation), including rights to internet domain, names or other descriptions, designs, in particular graphic design elements, or software (any part of it), or other elements of the Application (e.g. API).

§ 2. THE SCOPE OF SERVICES PERFORMED BY SERVICE PROVIDER

1. The scope and kind of Services depend on the mode of the chosen access to the Application usage and functionalities available through the Account in the Webservice, within chosen Pricing Plan defining the expected performance from the Service Provider.

2. In case of choosing the access to the Application in a form of DocsQuality Offline, the Client is given the installation file of the Application as a data stored in the Client's Account, together with authorization to use it under herein stated license scope:

    1) installation of the Application onto any device of the Client without limitation, however with restriction not to provide (such installation file or any copy of such) any further entities with or not to make any other distribution or other form of using (launching into the market), regardless of whether for payment or free of charge, or any other form of profit;

    2) using the installed Application (available API) without limitation of the set of users, however within intended purpose of this software, according to end user instructions and only within the Client's organization (internal use), whereas passing it by or making access to any third party in any form (lease, rent or sharing in any way) is strictly prohibited;

    3) installation on infrastructure other than the Client's one, unless under explicit consent given by the Service Provider (licensor) to the Client, prior to such installation, and at least in the form of an e-mail.

3. With regard to the installation file given to the Client in case of using the Application in a form of DocsQuality Offline, the Client is required to refrain from:

    1) experimenting on or testing the Application in order to find out ideas and basis of its functioning, including *reverse engineering* process, or any other way of acquiring knowledge on its functions or structure (unless such was provided directly by the Service Provider), or using in other than intended purpose, especially using in any unlawful purpose;

    2) modifying or any other form of development towards the Application (as a software), including translation or improvements to its functioning, either in the entire Application or in the element or part of it;

    3) isolating the components of the Application and using such in any other purpose;

    4) any kind of interference into structure or functional basis, including enhancements, upgrades or development of the Application;

however, nothing from what has been provided above should be understood as limiting the rights of right possessor of the software copy, according to provision of law, including rights stipulated in the art. 75.2 and 75.3 of the Act of February 4 ,1994 on Copyright and Related Rights (Polish Official Journal 2021, issue 1062), in case those are justified.

4. Basic functions of the Webservice include:

    1) setting up the Client's Account and logging in by Users,

    2) accessibility for using given functions of the Application (verification and assessment of quality of an electronic document),

3) choosing and changing the Pricing Plan,
4) monitoring the performance of attributed entitlements towards Application under the Pricing Plan chosen by the Client,
5) changing the Password or other data of the Client/User (with the exception to Login),
6) terminating the use of Service and Subscription Period,
7) deleting/deactivating the Account,

5. While registering the Account, the Client is required to choose the Pricing Plan, from one of the options given on the Webpage, or otherwise individually negotiated with the Service Provider, that determines the scope of Service based on the Application usage, and within Webservice, for the time of Subscription Period.

6. The Service Provider will guarantee technical support in using the Application, in a form of Helpdesk available in work days between 8:00 and 16:00, and by contacting at the e-mail address: **support@docsquality.com**. Consequently, the Service Provider declares to react on reported errors in using the Application immediately (1 work day) and with due care to eliminate malfunctions the soonest possible, taking into account the Service Provider's capabilities and scope of necessary actions to be taken.

§ 3. TECHNICAL CONDITIONS OF USING SERVICES

1. In order to be able to use the Application fully and properly, especially through the Webservice, all Users need to dispose on their own:

    1) hardware equipped with Internet access;

    2) current web browser Mozilla Firefox 17, Chrome 17, Safari version 6 or higher, accepting cookies;

    3) best screen resolution: 1366x768 or above;

    4) operational system: MacOS, Windows or Linux;

    5) active e-mail address (e-mail account);

2. Using the Webservice may be dependent to installation of software like Java Script or to acceptance of necessary cookie files, on which the User will be notified by the Service Provider.

3. The User who does not meet technical requirements as set forth above, shall not claim for the reason of not being able to use the Application or the Webservice.

4. According to the article 6 point 1) of the Act, the Service Provider herein notifies about specific risks related to using the Application as electronically provided Services, being solely potential risks needed to be taken account notwithstanding the Service Provider is applying protective measures to secure infrastructure against unauthorized impact of third parties. The group of potential risks includes:

1) possibility of SPAM or unwanted e-mail information;
2) possibility of malicious software effects;
3) possibility of hacking, used to gain access to personal and confidential information to steal an identity by sending fake e-mails reminders to appear genuine.
4) possibility of disclosing cryptographic system weakness, enabling its breaking or evasion, resulting in a possibility to acquire personal and confidential information;
5) possibility of getting the system "infected" by different programs aimed to damage it, as viruses, "bugs" or "Trojan codes".

5. Having above stated risks on mind, the Service Provider recommends Users to care about the safety of its own hardware (smartphone, computer etc.) being used to access Webservice, specifically to set appropriate anti-virus software with actual viruses signature database or Firewall protection.

6. According to the article 6 point 2) of the Act, the Service Provider herein notifies that the function and the purpose of software in the Application based Services have been given in these Regulations, whereas data entered into the Webservice, not being a part of the Service, has been specified in the Privacy Policy, containing the rules of using "cookies".

§ 4. TERMS OF PROVIDING AND USING THE SERVICES

1. The Service Provider performs services electronically, that means providing the option for Users to use the Webservice only after proper logging onto the Account attributed to the Client and being active within Subscription Period, and as long as the Regulations are complied with.

2. The Service Provider does not guarantee that the Webservice and the Application software are free from errors, or that they will be continuously accessible, but will make its best endeavors in performing Services, specifically by making all necessary efforts to provide proper functioning of the Webservice at the level of 99%. The Service Provider reserves that the Webservice operations may be interrupted for the purpose of update, rectification of errors or maintenance works, or other temporarily suspension, or other limitations, that may occur for the reasons beyond control of the Service providers, such as force majeure, acts or omissions of third parties.

3. Notwithstanding provisions of these Regulations anyone who uses the Application or the Webservice is obliged to comply with applicable Polish and EU laws, principles of social co-existence, including good practices (so called *internet etiquette*, aimed towards protection of rights and interests of other person).

4. Users are obliged to refrain from using the Webservice or any part of Services in a way or in a purpose conflicting or infringing abovementioned laws or principles (especially from influencing the security, integrity and availability of the Webservice), or otherwise infringing legitimate interests of the Service Provider or other third Parties. It applies

specifically to entries or transmitted information/files that violate the personal rights of others, or otherwise remain controversial and threaten to violate the law or decency.

5. Clients (Users) obtain the right to use the Webservice only to their own needs (internal purposes), protecting Login and Passwords against unauthorized access, as well as apply appropriate methods and technical measures for safe use of devices that minimize risks resulting from the common access to the Internet (e.g. anti-virus software).

6. Any Personal Data of the Client collected/ processed in connection with the use of Webservice, in particular while contacting the Service Provider, should be true (e-mail address and other) and in case of their outdated, appropriate changes should be communicated to the Service Provider without delay, at least by e-mail at the address as given herein to contact the Service Provider.

§ 5. CREATING AN ACCOUNT AND ITS ACTIVATION/DISACTIVATION

1. In order to create the Account the Client is obliged to make one-time registration as follows:

   1) to fill in an on-line form providing with up-to-date data:

   - name and surname / company (organization) name,

   - address of a seat of / registered office,

   - tax identification number (VAT ID/NIP),

   - e-mail address and phone number of a contact person (within organization),

   - choice of Pricing Plan or trial period (free of charge),

   2) to set up an unique Login and Password;

   3) to provide with a consent for delivering VAT invoices electronically at the e-mail address;

   4) to agree on provisions of these Regulations;

2. After submitting the registration form, the Service Provider confirms that entry by asking for confirmation of registration by the Client by sending a link to activate the Account through given e-mail address. Clicking confirmation link will finalize registration process and conclude the agreement on providing Service, giving the right to use the Service under the condition that Client paid the fee according to the chosen Pricing Plan.

3. By submitting registration form fulfilled while creating the Account, the Client confirms (by choosing appropriate option) that:

   1) provided data are complete, accurate and not violating any rights of third parties;

2) has acknowledged with these Regulations and undertakes to comply with;

3) has acknowledged with Privacy Policy and got informed with rules on processing personal data for the purposes pointed out therein;

4. By using Login and Password as established, the Client has possibility to log-in and use the Application within chosen Pricing Plan frame.

5. In case of lack of payment in due time as prescribed by the Service Provider, or lack of choice from any Pricing Plan available, the Account remains active but will not give the User possibility to use the Application.

6. Due to a fact that the User is responsible for the security and proper use of Login and Password, protecting their confidentiality, should the User suspect that those data were obtained by an unauthorized party, then shall be obliged to immediately notify the Service Provider about this fact, using the available means of communication. The Service Provider is not liable for damages caused by the disclosure by the User Password or Login to anyone unauthorized.

7. The Client's Account shall be deactivated, upon which the Client will be informed, in case of:

1) expiration of the existing Subscription Period for which no payment has been made as required by chosen Pricing Plan;

2) Client's infringement of provisions of these Regulations or legal provisions, or principles of social co-existence, without the Service Provider's obligation to refund to the Client any amounts as part of the payment made by the Client in advance for using the Application.

8. The Service Provider will delete the Client's Account in case of:

1) using Services contrary to these Regulation, after prior notice to the Client;

2) submission of Client's clear request for immediate deletion of its Account;

3) upon request of unauthorized public body in situation prescribed by law;

9. The Service Provider does not collect, save or store any of documents verified (as to their quality) by the Application and while using the functionalities of the Application software or otherwise using Webservice, so that no data from such documents of the Client is being processed, either through Client's Account or outside. Collecting and processing such information may be possible only in provided circumstances and upon explicit Client's consent.

§ 6. PAYMENTS

1. Using Services is payable on terms provided in the Priving Plan, with the exception of the promotional (trial) period of first days of using Services or other discounts as may be offered by the Service Provider on the Webpage.

2. The payment following from the chosen Pricing Plan is to be done by the Client at the end of the Subscription Period, in the amount including VAT and based on the e-invoice delivered to the Client via e-mail address (given in the Account's registration process), with 14-days payment period. It should be made by bank transfer using the Service Provider's bank account details as specified on the e-invoice document.

3. The Client is informed about the available payments methods by the Service Provider upon choosing Pricing Plan at the latest. In general, the payment is to be done via bank transfer using the Service Provider's bank account given on the invoice delivered to the Client. Other payment methods may be an option, only if the Service Provider specify a payment institution, thenafter the payment should be done according to provisions of service regulated and informed by such payment institution. In such case, the Client is informed about the date of payment as a day of transferring money to the account of this institution.

4. In each case the Client loses the right to use Application as a part of the Webservice, at the latest on the 7th day after the expiry of the payment deadline specified in the chosen Pricing Plan, or the expiry of free of charge trial period and not choosing any of available Subscription Plans. After the expiry of Subscription Period being unpaid, additional payment should be done in proportion to the number of days of using the Service within the following Subscription Period.

5. It is possible for the Client to change the Pricing Plan within the Subscription Period by choosing appropriate option in the administrative panel in the Account and by such means communicating a decision on that matter to the Provider of Service, whereas:

   1) up-grading to the higher Pricing Plan – shall come into force within 5 workdays from the day the Client chose such option in the Account, and

   2) down-grading to the lower Pricing Plan – shall come into force after expiry of actual Subscription Period, starting from the following Period.

6. In case the Client will not be able to use the Application for reasons attributable to the Service Provider (e.g. no access to the Webservice or the error of the Application preventing the use of Application functionality), shall notify the Service Provider immediately at the e-mail address: **support@docsquality.com.** The Service Provider shall take into account those days of no access by reducing the payment for current Subscription Period proportionally (for those days recalculated upon charges) under the chosen Pricing Plan payment rate.

§ 7. LIABILITY

1. The Client is fully liable towards the Service Provider for using the Service in compliance with these Regulations, other general legal regulations of Polish law and EU law.

2. The Service Provider remains liable towards the Client for culpable non-performance or improper performance of Services, limited to direct actual losses incurred by the Client and claimed up to the amount of three times paid (last) Pricing Plan charge, and with the exclusion of potential damage (e.g. in form of lost profit).

3. It is explicitly stated that the Service Provider cannot be held liable for any damage as resulting form:

   1) cessation of provision of Services or deletion of the Client's Account, especially when it was caused by the Client/ User (e.g. by non-compliance with provisions of these Regulations. laws or principles of social co-existence);

   2) disclosure of confidentiality or loss of data, including personal data – to the extend allowed by law;

   3) external factors or circumstances beyond the Service Provider control, including vis majeure;

4. The Service Provider is not liable for inability of use or difficulties in using the Service as long as it was caused by third parties, in particular telecommunication operators, IT and internet service providers, hosting providers, or power system providers etc.

5. The Service Provider is not liable for any results of User's/Client's actions or omissions with the use of the Webservice or the Application. In particular, the Service Provider does not guarantee that using the Application satisfies any obligations or requirements following from:

   1) provisions of law;

   2) existing rules of security of systems or data, including protection of personal data processing in relation to the documents verified by the Application.

6. The Service Provider excludes its liability under the statutory guarantee as well as warranties as to the accuracy of the information, their completeness, their merchantability or fitness for a particular purpose, and/or non-infringement of third party rights.

7. To the maximum extent permitted by law, the Service Provider is not liable to the Client under any liability rules for any indirect, incidental, consequential or punitive damages incurred by the use of Application, including loss of any data.

§ 8. COMPLIANT PRCEDURE

1. The Client has right to claim improper Service providing by submitting a written notice to the Service Provider, not later than within 7 days from the event occurrence.

2. A written complaint should provide with a details of the situation giving rise to a claim as well as what is the expected result from the Service Provider.

3. A complaint is considered to have been submitted if it has been sent to the Service Provider in writing and served via e-mail at the address as given in these Regulation or other given contacting address, by courier or registered mail at the address of the Service Provider registered office.

4. The Service Provider will proceed with submitted complaint immediately and give the response to the complaint within 14 days, by sending that via e-mail at the address provided by the Client.

5. In case the complaint refers to the payment and the Service Provider considers the complaint positively by awarding amount due to the Client (refund in total or partially for the charges paid for Service), the payment will be made via bank transfer to the bank account given by the Client. In any event the Service Provider does not pay interests on cash receivables due to the Client.

§ 9. TERMINATION OF USING SERVICES

1. The agreement on the Service providing is to be terminated upon expiration of the term of Service under chosen Pricing Plan, or in result of removal of the Client's Account.

2. The Client has right to terminate the use of Service at any time for any reason, by means of choosing appropriate option in the administrative panel in the Account and by such, communicating its decision on that matter to the Provider of Service. The Client however remains obliged to pay full charge resulting from Plan, as if the Client was using the Service till the end of the Subscription Period.

3. The Service Provider has right to terminate the agreement on the Service providing at the end of current Subscription Period, in case it decides the Client is non-compliant with these Regulation or has overused the given rights in using the Webservice (but termination with immediate effect is not yet justified). In case of termination of Service, no renewal for subsequent Subscription Period takes place and the Account of the Client will be deactivated with the end of the current Subscription Period, of which the Client will be notified via e-mail.

4. In case of flagrant breach of provisions of law or these Regulations, the Service Provider is empowered to cease providing Services with immediate effect and to terminate this Service agreement by communicating a decision on that matter vial e-mail at the address of the Client provided within the Registration of the Account.

§ 10. FINAL PROVISIONS

1. The Service Provider reserves the right to unilaterally amend these Regulations at any time, while providing with information on this amendment by announcing the new version of Regulations on the Webpage, additionally informing all current Clients by

sending e-mails with a new version attached. The amendment comes into force within 7 days from the announcement.

2. If the amendment to these Regulations refers to essential characteristic of Service providing, in particular payments or scope of using the Application that may put the Client in less favorable position, the amendment shall become binding to the Client upon given consent.

3. In case the Client does not accept the new version of Regulations, must notify the Service Provider immediately. Lack of notification of denial in provided time limits, shall be taken as acceptance to the new version of Regulations.

4. Non-acceptacnce of the amended Regulations shall mean resignation from the Service and ability to use the Application and Webservice, leading to deactivation of Client's Account.

5. In case of dispute between parties, it should be resolved amicably by parties within 60 days, and in the absence of an amicable resolution, the right to settle the dispute is upon the court of law competent for the seat of the Service Provider.

6. For cases not regulated by these Regulations, provisions of Polish law and EU law shall be applied.

7. The Privacy Policy and rules on using cookie files, as informed by the Webpage, are complimentary to these Regulations.

8. These Regulations come into force on July 1, 2023.