Terms and conditions of the S^{3}DOC Cloud service
This is the version that is translated automatically. In the event of any doubts as to the interpretation, the Polish language version shall prevail.

Regulations (constituting regulations pursuant to the Act of 18 July 2002 on the provision of electronic services) define the principles of using the S^{3}DOC Cloud service and the rights and obligations of Users and the Administrator. Acquaintance with these Terms and Conditions is the responsibility of each User.

I. Definitions

1. **Administrator** - Bchain Partner Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw at ul. Skarbka z Gór 140a lok. 4, 03-287 Warszawa, entered into the Register of Entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000795171, NIP: 1133001476, REGON: 383936331, share capital 5.000 zł .
2. **User** - a natural person, a legal entity or an organizational unit without legal personality, to whom the law grants legal capacity, being an entrepreneur, using the S^{3}DOC Cloud service in connection with his business or professional activity.
3. **S^{3}DOC Cloud Service, Service** - a service in the SaaS model consisting in making available to the User a permanent data carrier, which is ordered via the Service on the terms and conditions and in the variant described in the Service or in these Terms and Conditions.
4. **Durable medium** - an information medium which enables the consumer or the trader to store information in a way accessible for a period of time adequate for the purposes for which it is provided (e.g. 2 years after the conclusion of the contract). A durable medium allows the information to be reproduced in its unchanged form, without the interference of the subject who created it.
5. **User Panel** - a collection of resources in the Administrator's IT system, where information about the User is collected.
6. **Service** - a website run by the Administrator, available at https://s3doc.com

II. General provisions

1. The Administrator undertakes to provide services to the User in the scope and under the conditions specified in the Regulations.
2. Administrator provides S^{3}DOC Cloud service only to entrepreneurs.
3. The User undertakes to use the Service in accordance with the principles set out in the Regulations, applicable laws and the principles of social coexistence.
4. Using the Service means that the User accepts the terms and conditions specified in the Regulations.
5. The controller shall comply with the principles of protection of personal data of Users provided for in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. The User agrees to the collection, storage and processing of personal data by the Administrator for the purpose of the Service. Detailed rules of processing Users' personal data are specified in *the Privacy Policy* available https://p.s3doccloud.com/getDoc?docUAK=0xaf7ffb7afb55216517213540703b11849f877e4fd1ada0fa098a869e46b47818
6. The User is obliged to use the Service in a manner that does not interfere with its functioning, in particular by not using any specific software (including *malicious* software*)* or hardware.
7. Technical requirements necessary to use the Service:
   a) a device with Internet access,
   b) a web browser that supports cookies,
   c) access to e-mail.
8. The user pays for Internet access and data transmission according to the tariff of his Internet Service Provider.

9. Using the Service does not mean that the User acquires any rights with respect to the technical solutions of the Service, business model, text or graphic content, and in particular does not mean acquisition of economic copyrights, related rights or licenses.
10. The following actions are prohibited without the express consent of the Administrator:
    a) copying, modifying and transmitting electronically or otherwise any information infrastructure or any part thereof,
    b) the extraction of the contents of databases and their reuse in whole or in part.

III. Access to the S^{3}DOC Cloud service

1. You access the S^{3}DOC Cloud Service when you purchase it in accordance with the terms of the S^{3}DOC Cloud Policy.
2. The S^{3}DOC Cloud service is accessed using the User Control Panel available at https://p.s3doccloud.com Data enabling logging in to the panel is sent to the User by the Administrator to the e-mail address indicated by the User during the Service ordering process.
3. The User may at any time change the password enabling logging in to the User Panel. The password is changed after logging in to the User Control Panel and calling the password change option.
4. The S^{3}DOC Cloud service is active for a period of 12 (twelve) months from the date of its purchase (*subscription period*).
5. Extension or renewal of access to the Service is possible after its re-purchase through the Service, provided that in order to extend or renew the Service it is necessary to purchase a variant of the Service with at least the same parameters as in the case of the Service whose *subscription period* ends.
6. You are prohibited from sharing your log-in details with anyone who is not authorised to act on your behalf.
7. The User does not have the right to assign the right to use the Service to other entities, unless the Administrator has agreed in writing to the assignment.
8. You are solely responsible for disclosing the log-in details of your User Control Panel to others.
9. The Administrator reserves the right to make short technical breaks in the functioning of the Service, related to the operation and maintenance of the system related to the Service, about which he will inform the User.
10. The Administrator shall have the right to immediately cease providing the Service to the User and terminate the Service agreement in the event that the User uses the Service in a manner inconsistent with these Terms and Conditions or acts to the detriment of the Administrator, other Users or third parties.

IV. S^{3}DOC Cloud Service

1. The S^{3}DOC Cloud service consists in providing the User with a permanent data carrier.
2. The S^{3}DOC Cloud service meets the criteria for a durable medium as defined in:
    a) Article 4(25) of Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market,
    b) Article 2(2) of Commission Directive 2006/73/EC of 10 August 2006 implementing Directive 2004/39/EC of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive,
    c) Article 2(30) of the Payment Services Act of 19 August 2011,
    d) Article 5(17) of the Act of 12 May 2011 on Consumer Credit,
    e) Article 2(4) of the Act of 30 May 2014 on Consumer Rights.
3. As part of the S^{3}DOC Cloud Service, you may store and share data in a digital format.
4. The S^{3}DOC Cloud service with respect to data storage is defined by two parameters: maximum total data size and maximum amount of individual data (objects) stored by the User. The Service

parameters referred to in the previous sentence are consistent with the Service variant purchased by the User.

5. Parameters of the Service referred to in section 4 are available separately, i.e. the User may use the maximum total size of data or the maximum quantity of individual data (objects). The use of one of the parameters of the Service excludes the possibility of using the other one.

6. Placing data on a durable medium takes place after the User logs in to the User Panel by using the available functionality.

7. By adding data, the user indicates the retention period, i.e. the period of time of data storage. The default retention period is 100 years.

8. After the User has added the data, it is impossible to edit them later in terms of content and parameters.

9. Access to data stored within the Service is granted only to the User from whom the data originates and to third parties in accordance with paragraph 10.

10. The User may generate a URL (*link, link*), the use of which enables the collection of data assigned to him/her and their storage on the User's terminal equipment or on a third party to whom the User provided the URL.

11. After the end of the *subscription period,* the Administrator shall block access to the Service and shall also prevent the downloading of data using the URL referred to in clause 10.

12. Obtaining renewed access to the Service and reactivation of the links takes place after the User purchases the Service for the next *subscription period in* accordance with Chapter III, Clause 5.

13. The User acknowledges that after 18 months from the end of the last *subscription period the* data placed by the User may be irretrievably lost.

V. Limitations on data content

1. If you upload any data to the S^{3}DOC Cloud Service, you must have the right to process it.
2. The user may not submit data:
    a) calling for or condoning the commission of a prohibited act,
    b) insulting the religious feelings of others by insulting a religious object or a place used for religious purposes,
    c) (b) any other person, group of persons, institution, legal person or entity which denies to another person, group of persons, institution, legal person or entity such conduct or jurisdiction which may humiliate it in the public domain or expose it to a loss of the confidence needed to pursue the profession, activity or position in question,
    d) insulting, defamatory or damaging to the reputation of others,
    e) propagating or inciting hatred on the grounds of race, nationality, ethnicity, religion or sex,
    f) infringing copyrights and/or related rights of third parties,
    g) of an illegal nature,
    h) containing links to malicious software or phishing websites.
3. The User is prohibited from placing data containing malicious software (including viruses, worms, Trojans, spyware and other applications and scripts having harmful effects) that may or may be used to cause failure, removal or damage to the Administrator's software or technical resources, as well as other Users or third parties.
4. The Administrator shall be entitled to block at any time access to all data that violate or obviously bend the law or the provisions of these Terms of Use.
5. In the event that the User discloses that the Service stores content that violates the provisions of this Chapter, the User is obliged to immediately notify the Administrator of the fact by sending a message to biuro@bchainpartner.com

VI. Responsibility

1. The Administrator informs that in accordance with Article 15 of the Act of 18 July 2002 on the provision of services by electronic means is not obliged to check the transmitted, stored or made available by him data referred to in Articles 12-14 of the aforementioned Act, unless such data originate from him.
2. The Administrator informs that in the event of receiving official or credible information about the unlawful nature of the data placed by the User or the unlawful activity related to them, the Administrator shall immediately prevent access to such data and at the same time inform the User about the intention and the reason for preventing access to the data.
3. In the event that access to data has been disabled by the Administrator due to the event referred to in paragraph 2, including notification of the User of the intention to prevent access to data, the Administrator shall not be liable for damages incurred by the User in connection with the prevention of access to data.
4. The Administrator is not responsible for the obligations of Users resulting from their actions using the Service.
5. The Administrator shall not be liable for data entered by Users within the scope of using the Service and shall not be liable for actions taken by the User which contributed to the occurrence of any damage in relation to this User or other Users or third parties or made it impossible or difficult to provide the Service by the Administrator.
6. The Administrator shall not be liable for any interruptions in the functioning of the Service and any damages incurred by the User on this account, if they were caused by force majeure, which could not have been foreseen, and in the case of force majeure, if the occurrence of force majeure was foreseeable - if the consequences of its occurrence could not be prevented.
7. In the case of damage suffered by the User resulting from the Administrator's wilful actions, the Administrator is liable only for the actual damage suffered by the User, provided that the Administrator's liability is limited to the minimum limits of liability allowed and determined by the applicable law for the Administrator's registered office.

VII. Complaint procedure

1. In case of non-performance or improper performance of the Service by the Administrator, the User is entitled to lodge a complaint by e-mail to the Administrator's e-mail address.
2. A correctly submitted complaint should include the User's designation (name and surname and e-mail address), the subject of the complaint together with the indication of the period of time to which the complaint relates and the circumstances justifying the complaint. In case of providing incomplete data, the Administrator will call the User to complete the data.
3. The complaint shall be considered by the Administrator within 14 days from the date of receipt of the complaint. The Administrator shall provide a written response to the complaint within 14 days from the date of its receipt, indicating whether he or she accepts the complaint and how he or she intends to consider it or informing about the lack of grounds for accepting the complaint together with a justification of his or her position.
4. The condition for the User to file claims against the Administrator is that the User exhausts the complaint procedure.

EIGHTH. Intellectual property

All content related to the Service (including graphics, text, page layout and logotypes), not coming from Users or other suppliers, benefit from the protection provided for by copyright law and are the sole property of the Administrator. The use of these contents without the written consent of the Administrator results in civil and criminal liability.

IX. Final provisions

1. The Administrator reserves the right to change these Terms of Use. The Administrator shall notify the User about the change of the Terms of Use in a message sent by e-mail to the User's e-mail address indicated for contact at least 14 calendar days before the changes in the Terms of Use come into force.
2. The agreement between the Administrator and the User is governed by Polish law. The Parties are obliged to comply with the provisions of the law in force on the territory of the Republic of Poland.
3. Disputes arising from the provision of services under these Terms and Conditions shall be submitted to a common court of law according to the Administrator's registered office.
4. If it is determined that any of the provisions of the Terms of Use is invalid or ineffective by law, this circumstance will not affect the validity and effectiveness of the remaining provisions, unless it is clear from the circumstances that without invalid or ineffective provisions, the agreement between the Administrator and the User would not have been concluded.
5. The Regulations enter into force on 01.10.2019.