



e24cloud terms of use for entrepreneurs

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§1. [DEFINITIONS]

Provided nothing different was included in the terms of use, or results from its rules, terms written with capital letter mean:

1. **Administrator** - the subject providing Services on the basis of the Agreement. Here the Administrator is understood as Beyond Ltd registered in the register of entrepreneurs of the National Court Register, which is kept by the district court in Poznan (Nowe Miasto and Wilda in Poznan, VIII commercial department of the National Court Register). The National Court Register Number - 0000237620. The Administrator has an address and offices in Poznan, Adama Kręglewskiego 11, 61-248 Poznan. VATIN (NIP): 782-23-24-152, National Official Business Register number (Regon): 300046895, contact e-mail address: support@e24cloud.com.
2. **User Account** – individual account at www.e24cloud.pl used by a User to manage e24cloud Service, where User data and transaction history are stored, and which is protected by a User selected password.
3. **Person** — Natural or legal person or an organisational entity without legal personality, which is given legal capacity by the law.
4. **Terms of Use** - the document standardizing rules and obligations of the User and the Administrator in connection with the Service and potential attachments comprising its integral part.
5. **Agreement** - the contract between the User and the Administrator in the matter of providing the Service; it is concluded electronically for a certain period by filling in the registration form.
6. **Service** – service provided by the Administrator for the benefit of the User under the Service Agreement which entails renting public cloud server storage space by the Administration to the User under specific technical parameters referred to in the registration form and in accordance with the specific procedure laid down in the Terms of Use.



7. **User** — natural person, who, as an entrepreneur, by filling in the registration form, concluded the Agreement and gained access to the Service provided by the Administrator.

§2. [INITIAL RESOLUTIONS]

1. The subject of the Terms of Use is to set the rules for the functioning of the Service and set the rights and obligations of Users as well as the rules and obligations of the Administrator as the sides of the Agreement.
2. Terms of Use are published on the website www.e24cloud.com, it is publicly and freely available for Persons; especially for the User; in a way that facilitates their obtaining, recreating, storing and perpetuating in a normal course of action with the use of ICT system, which the Person uses.
3. The Administrator does not enter into the system any software or data which is not a component of the Agreement. There are risks connected with the use of the Service as an electronic Service, the risks are typical for the usage of the Internet for the purpose of data transfer. ICT system used by the Administrator utilizes technologies customarily accepted on the market in accordance with the characteristics of the Service. The technologies are aimed at providing the User with the Service in a way that makes it impossible for unauthorised people to access the content of the Service, especially appropriate cryptographic technologies.
4. The Administrator informs it is not customarily accepted to use the Service anonymously or by using a pseudonym. The Administrator utilizes technologies customarily accepted on the market which prevent unauthorised people from acquisition and modification of personal data sent electronically. The information about aforementioned means as well as subjects, whom the Administrator committed processing personal data, will be posted up to date on the client panel or another place easily accessible for the Customer.

§3. [TECHNICAL CONDITIONS OF USING THE SERVICE]

In order to be able to use the Service, including cooperation with Administrator's ICT system, the User has to have:

- a) a device allowing Internet access
- b) computer with software allowing for using the Internet
- c) Internet access
- d) Internet browser Firefox 7 and later; Internet Explorer 9 or later; Chrome 15 or later; or Opera 11.52 or later.

§4. [CONCLUSION OF THE AGREEMENT]

1. The Agreement is concluded when all the following conditions are fulfilled:
 - a) filling in the registration form available on www.e24cloud.com,
 - b) accepting the Terms of Use along with any attachments,
 - c) in case of entrusting the processing of personal data by the User as a part of e24cloud service – acceptance of the Personal Data Processing Agreement Regulations with filling Annex 1 to the Personal Data Processing Agreement Regulations, which is available in electronic form in the Customer Panel,
 - c) giving any necessary consent presented by the Administrator,
 - d) making at least the lowest payment according to detailed resolutions in §6 below.
2. The User is obligated to truthfully insert personal information in the registration form, especially company name, VATIN (NIP), company address, first and last name of contact person, telephone number and e-mail address. He is also obliged to submit a statement that he is a consumer. Moreover, the User makes preliminary selection of detailed technical specifications of the Service in the registration form.
3. Accepting the Terms of Use is tantamount to making following statements:
 - a) I have read and understood the Terms of Use and accept all its resolutions without reservation,
 - b) I voluntarily entered the Agreement,
 - c) data in the registration form is truthful



4. The Service is available to the User after the conclusion of the Agreement. What is more, after the conclusion of the Agreement, the User gains access to the client panel which allows for the contact with the Administrator with regard to the Service. The Service applies to benefits that cannot be returned due to their character. The Service applies to Services with characteristics detailed by the consumer at the time of the selection of the technical specifications.

§5 [RULES OF USING THE SERVICE]

1. The Administrator is obligated to:
 - a) provide IT infrastructure, i.e. computing power, RAM and mass storage,
 - b) provide technical infrastructure, i.e. Internet and power supply necessary for the functioning of the IT infrastructure discussed in a) above
2. Regardless of provisions in section 3 below, in order to properly use the Service, the User is obligated to:
 - a) provide system infrastructure, i.e. administering the system
 - b) make backup copy of data uploaded on a server or servers
 - c) update customer data on the client panel, especially information which was listed in registration form and which is used by the Administrator to contact the User,
 - d) protect passwords used to use the Service, protect access to the Service and client account from unauthorised use by other Persons.
3. The User takes risks and responsibility for voluntarily sharing the registered Service with other Persons and using Service belonging to a different User. The User is responsible for actions and negligence of Persons, to whom he voluntarily gave access to his Service, as well as his own actions and negligence. The Administrator recommends that the User does not allow his Service to be used by other Persons and warns of dangers connected with such actions.
4. Using the Service:
 - a) is voluntary
 - b) is carried out according to the rules described in Terms of Use, unless something different is decided between the sides of the Agreement,
 - c) is carried out according to specific technical parameters chosen by the User in the registration form or defined later, when the Agreement is in force; the User can change at any time technical parameters on the client panel, which will also change compensation according to §6 below,
 - d) is chargeable according to regulations in §6 below.
5. In the matter of using the Service, especially with regard to publishing content or running systems and applications on a server or servers; on the conclusion of the Agreement, the User commits himself to not undertake any actions or not allow for abandonments contradicting legal norms in force, especially with the norms of:
 - a) data protection;
 - b) personal goods rights, especially image, right to privacy or secrecy of correspondence,
 - c) copyright law and norms related, including proprietary copyrights and moral rights as well as industrial property rights, including rights of inventions, patents, utility models, industrial models, trademarks, geographical indications and topographies of integrated circuits to which Persons, including the Administrator and other Users, are entitled,
 - d) criminal law concerning felonies or other forbidden actions, especially promoting certain message, including fascist or any other content relating to totalitarian systems exhorting to hatred on the basis of national, racial, ethnic and religious differences,
 - e) the right to electronically supply Services, especially sending non-commissioned commercial communication or spam
6. In the matter of using the Service, especially with regard to publishing content or running systems and applications on a server or servers; on the conclusion of the Agreement, the User commits himself to not undertake any actions or not allow for abandonments contradicting good morals (for example pornographic content) or in any other way infringing



interest of Persons, including the Administrator or other Users (for example hacker attacks - including DDOS; phishing - or similar; breaching security of any systems, servers, mail, Internet sites; changing headers in e-mails in a way that makes it impossible or difficult to reach the addressee or a sender of a message; propagating or publishing tools created for illegal acts - including breaching electronic security such as tokens, keys, passwords, credit card numbers etc.; propagating or publishing information on illegal activity, including hacking, phishing, cracking etc.)

7. In the matter of using the Service, especially with regard to publishing content or running systems and applications on a server or servers; on the conclusion of the Agreement, the User commits himself to not undertake any actions or not allow for abandonments causing harm for Persons, including the Administrator or other Users or in other way breaches their rights. It especially concerns actions and abandonments impeding or indisposing the User, the Administrator or other Users to properly use the Service as well as actions which consist in for example unauthorised interference in a server or servers, or link building (including link farms)
8. The User is responsible for his actions while using the Service or for his abandonments connected with using the Service, especially content published on a server or servers made available as a part of the Service.

§6 [COMPENSATION]

1. The User will pay the Administrator compensation for the Service. The compensation will be calculated based on the choice of specific technical parameters. The lowest amount is indicated on the client panel after every choice or change of detailed technical parameters made by the User.
2. The Service is prepaid. The compensation is paid and calculated in rate units. The User charges his account with rate units. The calculator of rate units into compensation for the Service is a part of Price List.
3. The User has a User account, where he can find present rate units comprising compensation and the duration of the contract. Charging the account with rate units is the condition of concluding the Agreement (including the lowest amount of compensation and rules of calculating it according to point 1 above). The User can charge the account at any time with rate units comprising Compensation (including the lowest amount of compensation and rules of calculating it according to point 1 above), which will extend the Contract. Changing specific technical preferences during the course of the contract changes the compensation rate (including the lowest amount of compensation and rules of calculating it according to point 1 above) and the duration of the Contract.
4. Charging the User account is paid. The compensation for charging the account with rate units is established in the Price List. The compensation for charging the account with rate units is paid by the use of PayU or other payment Services offering choice between a money transfer and a payment by credit card, depending on the Administrator's decision, by transferring the amount, corresponding to the compensation for the charge, into Administrator's bank account. After the payment discussed above, the User account is charged with rate units.
5. Statutory VAT tax will be added to the payment for compensation discussed in 6.4 above. The User agrees to sending and sharing invoices issued for the Compensation discussed in 6.4 above; the invoices are sent electronically in PDF format. The invoices are issued after every time the User account is charged with rate units comprising the compensation for the Service.
6. Validity of rate units is detailed in the Price List. If it expires, the rate units cannot be used as payment for the Service.
7. The User agrees to start using the Service no later than 10 days since the contract is signed.
8. Discounts and offers do not combine with other discounts and offers. Regulations regarding discounts and offers are listed in separate terms of use documents. Total value of extra charges cannot exceed 100% of payment.

§7. [BLOCKING THE USER AND TERMINATION OF THE CONTRACT]

1. The contract is made for a certain period, the time when the User has financial resources on his account and the period of blockade caused by the lack of financial resources on the User account (paragraph 2 b below).
2. The Administrator can block the User completely or in part in following instances:
 - a) ascertainment that the User breached the rules of using the Service discussed in §5 section 5-7 of the Terms of Use,
 - b) ascertainment that the User has no financial resources on his account.



3. Before blocking the User, the Administrator can ask the User to remove the reasons of the blockade and set the date for their removal.
4. In case of breaching the Agreement, the Administrator can make using the Service dependent on authenticating the data by providing copies of appropriate documents confirming data on the User account.
5. The Administrator informs the User about the blockade and its reasons. Simultaneously, after blocking the account, the Administrator asks the User to remove the reasons of the blockade by the set deadline and informs that the Contract can be terminated or suspended.
6. The contract will be terminated in case the account is blocked because of the lack of financial resources on the User account (par. 2 b) above) or not removing the reason of the blockade in set time, according to paragraph 4 above.
7. Blocking the User means that he will not be able to access the Service, but the content, data, information, applications programmes or other items published by the User on a server or servers will not be removed. The blockade will be removed completely or in part when the reasons discussed in paragraph 2 above are removed.
8. Blocking the User does not mean that the contract expires or is terminated.
9. The Administrator can terminate the Contract with the User with immediate effect in following instances:
 - a) ascertainment that the rules of using the Service - established in §5 par. 5-7 of the Terms of Use - were broken,
 - b) previous blockade of the User for causes different than in 2 b) above, when the reasons of the blockade are not removed by the User despite Administrator's call for the removal in given time, according to paragraph 4 above.
10. The Administrator can terminate the Agreement keeping one-month notice period in following cases:
 - a) the Administrator decides that he will no longer provide the Service,
 - b) the Administrator decides he closes down,
 - c) the Administrator decides he will completely or in part change the subject of the business activity
11. The Administrator terminates the Agreement by informing the User about the termination and its reasons.
12. Termination or expiration of the Agreement means that the User is not able to access the Service along with removal of , but the content, data, information, applications programmes or other items published by the User on a server or servers.
13. In case when at the time of termination or expiration of the Agreement, the User still has financial resources on the account, the means will be returned to the User.
14. Notices and summons discussed in this section are made via client panel or e-mail to the address given by the User, according to the Administrator's wishes.

§8 [REMAINING RULES OF USING THE SERVICE]

1. The Administrator will make every effort to provide the Service in continuous manner.
2. The Administrator will make every effort to provide the highest standard of the Service.
3. The Administrator reserves the right to technical breaks to following rules: essential maintenance works or other actions connected with development of the Service and servers. The Administrator is obliged to inform Users about essential technical breaks that are planned.
4. The Administrator initiates posting User's data on the server or servers, he does not choose the recipient of the data nor does he choose or modify it.
5. The sides of the Agreement do not possess the right to completely or in part transfer rights or obligations resulting from the Agreement to other Persons.

§ 9 [INFORMATION CLAUSE]

1. Following Art. 13 of 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 (General Data Protection Regulation), hereinafter referred to as "RODO", we hereby inform that Administrator of User personal data is Beyond.pl Sp. z o.o., based in ul. Kręlewskiego 11, 61-248 Poznań, Poland. Beyond.pl Sp. z o.o. appointed a Data Protection Supervisor, whom you can contact by sending an email to iod@beyond.pl.

2. Administrator processes the following users personal data: name, surname, address, e-mail, phone number, consumer status information, PESEL, user bank account, caller identification data, as well as HTTP/HTTPS queries sent by Users to Administrator's servers, including particularly the IP address, the time of sending the query and reply, client station name, refer link.
3. User personal data is collected for the purpose of concluding and executing Service Agreement, as well as for the purpose of possible redress in connection with the concluded agreement, for Administrator's accounting and tax purposes, as well as for the purpose of direct marketing of Administrator's own services in the form of sending marketing emails.
4. The legal basis for data processing is RODO Art. 6(1)(b), i.e. the conclusion and execution of an agreement with service user, RODO Art. 6(1)(f), i.e. the Administrator's legitimate interest in processing the data of contact persons indicated by the User in order to perform the contract for the provision of services with this User, RODO Art. 6(1)(a), i.e. User consent to direct marketing of Administrator services within the scope of consent granted to the processing of User data thereby, as well as RODO Art. 6(1)(c), i.e. performance Administrator's tax and accounting obligations.
5. User personal data may be disclosed to the tax authorities, law firms, banks, as well as accounting service providers. Personal user data in the form of email addresses are also disclosed to FreshMail Sp. z o.o. for the purpose of communicating information by emails. Personal user data in the form of telephone numbers are disclosed to LINK Mobility Poland Sp. z o.o. for the purpose of performing the Agreement by sending automatic text messages to Users.
6. User personal data will be processed until the limitation period of the possible claims, i.e. for the period of 36 months after the termination of the agreement with the Administrator. After this period, the data will be processed for the period indicated in the law, in particular in the provisions regarding the Administrator's tax obligations. In the case personal data is processed as a result of your consent, Administrator processes the data until the consent is withdrawn.
7. In the case User personal data is processed following User consent, Users have the right to withdraw their consent at any time by sending an email to help.desk@beyond.pl. Consent withdrawal does not affect the legality of data processing prior to such withdrawal.
8. Users disclose their personal data voluntary, however, it is required for conclusion of the agreement with Administrator. Failure to provide personal data by the User will prevent using the e24cloud system service offered by the Administrator.
9. Users have the right to access, rectify, delete, restrict data processing, and object to the processing of their personal data. Users also have the right to transfer their data to another administrator.
10. If the Administrator is deemed to process personal data in an unlawful manner, the User is entitled to lodge a complaint with the supervisory authority, the President of the Personal Data Protection Office.
11. User personal data will not be subject to automated decision-making, including profiling.
12. Administrator does not disclose user personal data outside the European Economic Area.

§10. [COMPLAINTS]

1. Any reservations on functioning of the Service may be reported by the User via a complaint to Administrator.
2. Complaints will be investigated by the Administrator. The information about the method of said investigation will be published on the client panel. If the User does not provide sufficient information about the complaint, the Administrator can ask for further essential information in order to investigate the complaint. If the User does not provide additional essential information, the Administrator will consider the complaint on the basis of information he has. Any information about the course of investigation are published by the Administrator via client panel.
3. The User will cooperate with the Administrator in investigating complaints made by the User or other Persons, especially by other Users, by providing the Administrator with information essential in order for the Administrator to consider the complaint.



§11. [FINAL PROVISIONS]

1. The Administrator restricts the right to change Terms of Use at any time. The User will be informed of changes in the Terms of Use and given 14-day period to accept it. In case the Terms of Use change is accepted, or if the the User does not decide and the period discussed above ends, the Contract will be valid with changed regulations. If there is no clear acceptance of changes in Terms of Use, the Administrator has a right to terminate the Contract with the User. Resolutions from §7 paragraph 9 and 11-14 are applicable.
2. Any disputes resulting from the concluded Agreement will be settled by the Court appropriate for the Administrator.

§12. [ATTACHMENTS]

Attachment no 1 "Guarantee of standard of e24cloud.com Service Agreement"



Attachment no 1

Guarantee of standard of e24cloud.com Service Agreement

In force since 15.12.2016.

Definitions

Planned technical breaks - break in availability of the Service announced with at least 5-day advance, during which maintenance works can be conducted. Total technical break period does not exceed 45 minutes in a calendar year for an individual client. Information about planned technical breaks are published on the website <http://www.e24cloud.com/>

Unplanned inaccessibility of infrastructure - unplanned break in accessibility of Service e24cloud.com. the break is understood as lack of access to infrastructure made available as a part of e24cloud.com Service. Lack of access to website e24cloud.com is not a break.

Subject of the Agreement

1. Services included

Guarantee of standard of e24cloud.com Service Agreement includes following Services provided as part of infrastructure: e24cloud.com: e24server, e24wordpress, e24crm, e24commerce, e24webserver, e24owncloud.

2. Standard of Services guarantee

E24cloud.com will use any justified and available means to guarantee accessibility of offered Services for **99,98%** yearly excluding planned technical breaks.

3. Availability of Services

The accessibility is calculated according to following equation:

$$A = \frac{Y - UI - PTB}{Y - PTB}$$

Where:

A - Accessibility

Y- Calendar Year

UI - Unplanned Inaccessibility of the Service

PTB - Planned Technical Breaks

4. Corrective measures

If described level of Service is not provided, the User will be entitled to additional account charge. Bonus charge will be granted after every commenced hour the Service is not available and equals 200% fee for an hour of Service. To receive above mentioned charge, the User has to contact our support Services on e-mail address support@e24cloud.com within 30 days since the removal of malfunction.