GENERAL TERMS OF SERVICE

§ 1

DEFINITIONS

1. The expressions used gain the following meaning:

   a) **„Waywer"** means a system due to which the Ordering Party shall have a possibility of creation and sending messages to the indicated recipients registered at mobile networks with the use of telecommunication networks.

   b) **„Standard message"** means a version of a message sent from the Waywer system in which the Ordering Party has access to the administrator's panel and full reporting from the performed shipments.

   c) **„Lite Message"** means a version of a message sent from Waywer system in which the Ordering Party has cumulative information about the quantity of sent and received messages, without access to administrator's panel and full reporting.

   d) **„Environment"** means individual and dedicated to each Ordering Party an administrative account in Waywer system.

§ 2

SCOPE OF COOPERATION

1. Waywer Sp. z o.o. is obliged to provide following service in exchange for the remuneration:

   a) grant an access to Waywer on the rules of a license specified in paragraph 3,

   b) sell a specified package of messages allowing for sending messages,

   c) provide additional services listed in Purchase Order or Agreement.

§ 3

LICENSE

1. Waywer Sp. z o.o. states that he is entitled to full and exclusive rights to use Waywer and the rights are in no way burdened with the rights of third parties.

2. Waywer Sp. z o.o. grants to the Ordering Party a license for using Waywer only within the provisions mentioned below,

3. The License means non-exclusive license for Waywer system granted for indefinite period or the period specified in the Purchase Order or Agreement.

4. The Ordering Party is not entitled to transfer the license onto the further entities without Waywer Sp. z o.o. consent.

5. Waywer Sp. z o.o. grants the license for an unlimited quantity of devices.

6. The License does not cover an access to source codes.

7. In order to use by the Ordering Party Waywer, Waywer Sp. z o.o. grants to the Ordering Party a right to:

   a) use Waywer for its own account,

   b) public issuance, displaying, playing in such a way to allow anybody an access to Waywer in the place and in time selected by it.

8. The Ordering Party is entitled to all updates to new functionalities of Waywer.

9. Without a prior Waywer Sp. z o.o. consent expressed in writing; otherwise null and void; the Ordering Party mustn't:

   a) resell, lease, rent, give under use, provide leasing, sub-license or in any way disseminate Waywer,

   b) enter changes to the user manual.

10. The Ordering Party must not in any way:

    a) decompile, amend, perform a reverse engineering or in any way interfere into Waywer,

    b) copy or in any way form systems, software or derivative applications,

    c) erase or obscure trademarks placed in Waywer,

    d) print or in any other way perpetuate source codes of Waywer.

11. The Ordering Party may not perform assignment of rights to Waywer, without obtaining a prior Waywer Sp. z o.o. consent, expressed in writing; otherwise null and void.

§ 4

REMUNERATION

1. Computation of quantity of sent messages depends upon quantity of characters placed in a single message:

Number of messages	Without special characters	With special characters
1 message	306 characters	134 characters
2 messages	612 characters	268 characters
3 messages	918 characters	402 characters

2. In case of delays in payment of any invoice issued by Waywer Sp. z o.o. exceeding 30 (say: thirty) days, Waywer Sp. z o.o. is entitled to block the access to Waywer system.

3. The Ordering Party, pursuant to the separate order, may perform purchase of additional package of messages pursuant to currently binding pricelist.

4. The invoice due to performance of services specified in paragraph 2 section 1a) – 1b) shall be issued on the moment of making available the Environment to the Ordering Party together with a pool of purchased messages.

5. The invoice due to performance of services specified in paragraph 2 section 1c) shall be issued at the end of each month pursuant, after service provided.

§ 5

LIABILITY

1. Waywer Sp. z o.o. is not held liable for infringement of rights of third parties and personal goods of third parties to the materials that shall be used by the Ordering Party within using Waywer.

2. Waywer Sp. z o.o. is not held liable for contents placed by the Ordering Party in Waywer system.

3. Waywer Sp. z o.o. is not held liable for lost profits, indirect damages, Waywer Sp. z o.o. penalties, manufacturing damages for any losses, claims or costs or any damages especially result, indirect or accident ones, lost profit or savings even if a representative of Waywer Sp. z o.o. was informed about a possibility of occurrence of such

losses, damages or claims as well as there is excluded a liability due to warranty as well as due to any guarantees. The above-mentioned exclusions and limitations apply in the scope in which they are allowed by legal provisions binding in the country of the Ordering Party.

4. Waywer Sp. z o.o. is not held liable for potential damages which could occur due to use of Waywer, also including for potential loss of information or losses constituting the effect of use or lack of possibility of using Waywer.

5. Waywer Sp. z o.o. grants an access to Waywer software pursuant to the rule "as is" without granting any guarantees, especially referring to a possibility of commercial use or gaining revenues by the Ordering Party.

§ 6

ENTRUSTING PROCESSING PERSONAL DATA

1. The Ordering Party („Data Administrator") entrusts to Waywer Sp. z o.o. („Processing entity"), in the mode of art. 28 of the Directive of European Parliament and Council (UE) as of April 27, 2016 concerning protection of physical individuals due to processing of personal data and concerning a free flow of such data and waiver of the directive 95/46/WE (hereinafter referred to as „Directive" or „RODO") personal data to process.

2. The processing entity is obliged to process the entrusted to it personal data pursuant to Directive and other legal provisions commonly binding which protect rights of individuals which the data refer to.

3. The processing entity states that it uses means of safety meeting the requirements of the Directive.

SCOPE AND PURPOSE OF DATA PROCESSING

1. The entrusting entity shall proceed usual data in form of Name, Surname, job position, telephone number, email address.

2. The entrusted by Administrator personal data shall be processed by the Processing entity only in order to implement the scope of cooperation.

OBLIGATIONS OF THE PROCESSING ENTITY

1. The processing entity which processes personal data is obliged to secure it by applying proper technical and organizational means ensuring an adequate degree of safety corresponding to the risk related to processing personal data, which are mentioned in art. 32 of the Directive.

2. The entrusting entity is obliged to use the due diligence while processing the entrusted personal data.

3. The entrusting entity processes personal data only at the documented order of the Administrator – which refers also to transferring personal data to the third country or international organization unless the obligation imposes on him the law of European Union or law of a member state to which the Processing entity is subject. In such a case before starting processing the Processing entity informs the Administrator about this legal obligation provided that the law does not ban providing such information due to important public interest.

4. The Processing entity is obliged to grant authorizations to process personal data to all the individuals who shall process the entrusted data.

5. The processing entity is obliged to ensure the behavior in secrecy, (which is mentioned in art. 28 section 3 point b of the Directive) processed data by individuals which authorizes to process personal data, also during employing them in the processing entity as well as after its cease.

6. The Processing entity after completion of providing services related to processing erases or returns to the Administrator all personal data pursuant to the request of Administrator and erases all their existing copies unless law of European Union or law of a member state mandates storing personal data. The processing entity is obliged to perform actions which are mentioned in the preceding sentence in the deadline indicated by the Administrator and in lack of such indication within 30 days since its termination, expiry or waiver of the cooperation.

7. When possible, the Processing entity helps the Administrator in a necessary scope to meet the obligation of replying to the request of a person whom the data refers to and meets the obligations specified in art. 32-36 of the Directive.

8. The Processing entity after stating the infringement of protection of personal data without redundant delay reports it to administrator for 24 hours and when it is possible provides a description of a nature of infringement and suggested repair means, categories and approximate number of persons which the data refers to, influence and probable consequences for the Administrator and persons whose data shall be infringed.

RIGHT OF CONTROLS

1. Data administrator pursuant to art. 28 section 3 point h) of the Directive has a right of control whether the means applied by the Processing entity while processing and securing the entrusted personal data meets the provisions of the Directive.

2. Data Administrator shall implement the right of control in the working hours of the Processing entity and with a minimum 5-day advance period.

3. The Processing entity is obliged to erase the infringements stated during control in the deadline indicated by the Data Administrator no longer one than 5 working days.

4. The Processing entity makes available to the Administrator all the information necessary to show meeting the obligations specified in art. 28 of the Directive.

FURTHER ENTRUSTING DATA FOR PROCESSING

1. The Entrusting entity may entrust the personal data for further processing to the recognized sub-Waywer Sp. z o.o. only in order to execute the services listed on Agreement or Purchase Order.

2. The Administrator expresses consent for entrusting the processing of Personal Data to the sub-Waywer Sp. z o.o.: Connectmedica Sp. z o.o., ComVision Sp. z o.o.

3. Before using the services of any new sub-Waywer Sp. z o.o. or entering changes or replacing the sub-Waywer Sp. z o.o., the Processing entity should inform the Administrator about such a circumstance in a written or electronic form and immediately deliver to the Administrator further detailed information related to rules of using the sub-Waywer Sp. z o.o. by the Processing entity. The Administrator may bring in an objection in a written or electronic way towards the sub-Waywer Sp. z o.o.

4. Submission of the entrusted data to the third country may take place only on written instruction of the Data Administrator unless such obligation imposes on the Processing entity a law of European Union or law of a member state to which the Processing entity is subject to. In such case before starting processing the Processing entity informs the Data Administrator about this legal obligation provided that the law does not bar granting such information due to important public interest.

5. The sub-Waywer Sp. z o.o., who is mentioned in section 1, should meet the same guarantees and obligations which were imposed on the Processing entity.

6. The Processing entity incurs complete liability towards the Administrator for not meeting, the imposed on a sub-Waywer Sp. z o.o., obligations of data protection in the same scope as if these were actions and omissions of the Processing entity.

LIABILITY

1. The Processing entity is liable for making available or using personal data incompliant with the wording of the scope of cooperation and especially for making available the entrusted for processing the personal data to the unauthorized individuals.

2. The Processing entity is obliged to immediate notifying the Data Administrator about any proceeding, especially administrative or court one, related to processing by Processing entity personal data, about any administrative decision or a sentence related to processing this data, directed to the Processing entity as well as about any planned, provided that they are known or implemented controls and inspections related to processing in the Processing entity this personal data, especially held by inspectors authorized by General Inspector of Personal Data. This section refers only to personal data entrusted by Data Administrator.

TERMINATION

1. The Data Administrator may demand stoppage of processing data with an immediate effect when the Processing entity:
   a) Despite obliging him to erase infringements stated during control he shall not erase it in an indicated deadline;
   b) Processes personal data in a way incompliant with scope of cooperation;
   c) Entrusted processing personal data to other entity without consent of Data Administrator.

CONFIDENTIALITY

1. The Processing entity is obliged to keep in secrecy all the information, data, materials, documents and personal data received from Data Administrator and from cooperating with him individuals and data obtained in any other way, intended or incidental in an oral, written or electronic way („confidential data").

2. Entrusting entity states that due to obligation to keep in secrecy confidential data it shall not be used, disclosed or made available without written consent of Data Administrator in other purpose than execution of scope of cooperation unless necessity of disclosing held information results from the binding provisions of law.

§ 7

OTHER PROVISIONS

1. Waywer Sp. z o.o. is entitled to waive the cooperation with the immediate effect in case of infringement by the Ordering Party the terms and conditions, especially in case specified in paragraph 4 section 2.

2. The Ordering Party accepts the fact that in case of using the pool of purchased messages, there shall not be possible the use of the licensed software full of functionalities.

3. The software and any made by the Ordering Party copies of Waywer constitute the intellectual property of Waywer Sp. z o.o. or are licensed by him and remain with him. The structure, organization and code constitute valuable intellectual property (e.g. trade secrets and confidential information) of Waywer Sp. z o.o. or entity from whom the system is licensed. The software is protected pursuant to legal provisions, including Polish legal provisions and provisions of other countries related to copyrights and pursuant to provisions of international agreements. Any rights of intellectual property to Waywer and all the rights which were not clearly granted to the other party, remain the property of Waywer Sp. z o.o.

4. The Ordering Party expresses consent for processing the company's image in the way that Waywer shall be entitled to use the logo or trade name of the Ordering Party in order to inform the interested entities concerning the customers' portfolio.

5. In matters not regulated there apply Polish legal provisions.

§8

TECHNICAL CONDITIONS

1. Waywer Sp. z o.o. is obliged to maintain, support and ensure proper functioning of Waywer system only in its newest, available for the Ordering Party version.

2. Waywer Sp. z o.o. is obliged to maintain, support and ensure proper functioning of Waywer system for three newest versions of iOS and Android system.

3. Waywer Sp. z o.o. states that he shall operate maintenance works of Waywer, which may cause impediments or make impossible for the Ordering Party to use Waywer. Maintenance works shall be held in a specified way:

   a) Deadlines of works and anticipated time of their duration shall be published on a website of Waywer product or Waywer Sp. z o.o. or sent by e-mail before starting works,

   b) In special cases having influence on the safety or stability of Waywer system, Waywer Sp. z o.o. is entitled to timely stoppage or limitation of providing services without a prior notification and conducting maintenance works aiming at restoration of its safety.

4. An impediment or making impossible the use of services due to reasons indicated in section 1 of this Attachment do not justify any claims towards Waywer Sp. z o.o.. Waywer Sp. z o.o. is not held liable for breaks in providing services in the following cases:

   a) When the break results from failure or cases of defective functioning of tele-IT systems for which Waywer Sp. z o.o. is not held liable,

   b) When the break results from an incorrect logging on the side of the Ordering Party.

§9

DISALLOWED USE OF APPLICATION

1. The Ordering Party is obliged to refrain from abuse of means of electronic communication especially by:

   a) Indicating untrue or misleading indication of the sender,

   b) Directing messages to recipients who did not express the required, by legal provisions, consent for receiving them,

   c) Directing onto 1 phone number more than 20 messages during subsequent 24 hours,

   d) Sending messages promoting Premium SMS / Premium Rate services (SMSs of increased cost),

   e) Using the service for directing SPAM,

   f) Providing by or to the tele-IT systems the following contents:

      • Causing imbalance working or overload of the tele-IT systems of Waywer Sp. z o.o. or other entities taking direct or indirect part in providing services by electronic mail,

      • Infringing goods of Waywer Sp. z o.o., third parties, generally adopted social or moral norms as well as incompliant ones with commonly binding legal provisions binding at the place of a shipment or place to which the message is directed.

§10

SLA

1. **Failure** - unplanned interruption in the availability of services provided by the Service Provider to the Client based on the concluded Agreement, which is caused by malfunctions that occur in the operation of technical infrastructure.

2. **Error** - lack of partial functionality of the service caused by malfunctions in the operation of technical infrastructure.

3. **Problem** - no partial functionality of the service which is caused by malfunctions that occur in the operation of technical infrastructure of small nuisance to the Client.

4. **Report** - problem with the correct functioning of the service, reported to the Service Provider by the Client via email.

5. **Service availability** - time of availability of services for remote access of the Client calculated in specified by the Service Provider intervals. Service availability reduces the duration of the Failure.

6. **Maintenance break** - lack of availability of services related to the need to carry out maintenance operations, planned and announced by the Service Provider at least twelve hours in advance. Maintenance break does not reduce the time of availability of the service.

7. **Working time** - hours of provided technical support. From Monday to Friday from 9 a.m. to 5 p.m. (CET) excluding public holidays.

§2
GUARANTEES AND QUALITY STANDARDS
QUALITY GUARANTEE

Service	Level
Time of availability of service	97% of the time on a monthly basis
The frequency of performing backups	1 x per 24h
Guaranteed time for storing backups	72h

QUALITY STANDARDS

Service	Level
The maximum time of restoring service availability in case of a Failure. Also applicable during weekends and holidays	24h
Maximum time of Error removal	24h (working time)
Maximum time of Problem removal	40h (working time)
Maximum response time to a report	12h

§3
REPORT AND TIME OF FAILURE, ERROR OR PROBLEM

1. Reporting a Failure, an Error or a Problem by the Client should be forwarded via e-mail to the address specified in the agreement or via the customer portal and should contain at least:
   ● Product name
   ● The name of the environment/domain of the customer
   ● The date and time of the occurrence
   ● Detailed description of occurring malfunctions
   ● Name and contact information (phone and email) of the contact person with regard to the report
2. Time of restoring service availability in case of a Failure and the time of Error or Problem removal is calculated from: confirmation of acceptance of the report on the occurrence of a Failure, an Error or a Problem by the duty employee of the Maintenance Department until its complete removal.
3. Response time to a report is calculated from the receipt of confirmation of registration of the report in the report handling system of the Service Provider until the first response from the Maintenance department.

§4

MAINTENANCE BREAKS

1. The Service Provider shall inform the Client about the timing of planned Maintenance breaks in the provision of services at least 24 hours in advance.

2. As part of the SLA document, Service Provider guarantees that all maintenance breaks will take place during night hours: between 10 p.m. and 9 a.m. and will not be longer than 11 hours at a time.

3. In situations of increased risk of failure, which require immediate intervention or an intervention in less than 12 hours, the Service Provider may order a maintenance break, about which they will inform the Client at the earliest opportunity from the decision about the need to organize a maintenance break.