CloudFerro General Terms of Service

This CloudFerro General Terms of Service sets out the general terms and conditions for the provision of the Services for valuable consideration to the Customer by CloudFerro S.A. with its registered office in Warsaw, ul. Nowogrodzka 31, 00-511 Warszawa, entered in the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under number KRS: 0001049205, taxpayer identification number NIP: 7010468205, statistical identification number REGON: 36081846300000, hereinafter the “CloudFerro”.

1. Definitions

The expressions used herein shall have the following meanings:

a) Services Price List - means the list containing information on fees for the Services provided by CloudFerro, which is available for the Customer at www.cloudferro.com , as applicable to standard services offered by CloudFerro. The Customer shall accept the Services Price List at the time when the Agreement Conclusion Procedure is effected in the case of standard services offered by CloudFerro or on the date when the Written Service Agreement is entered into in the case that custom Service specifications are selected and determined in coordination with CloudFerro. Any changes to the price of the Services shall not be binding for the Customer until the Customer accepts a new Services Price List for the respective Service and the selected mode of payment for the same for the agreed contractual period;

b) Agreed Price – means the fee for the Services to be rendered by CloudFerro, as determined individually between CloudFerro and the Customer, and if custom Service specifications have been agreed with CloudFerro, as defined in the written Services Agreement;

c) Service Availability – means the availability of the Service on the first router outside the CloudFerro Network;

d) Service Availability Guarantee – means, except for Maintenance Downtime, CloudFerro's liability for the Service Availability;

e) Billing Units – means billing units purchased by the Customer and used to pay for the Metered Services or Subscribed Services;

f) Customer – is the entity, which concluded the Services Agreement with CloudFerro, being a business operator as defined in art. 431 of the Civil Code;

g) Customer Account – means the account in the IT system made available by CloudFerro which needs to be created in order to purchase and manage certain Services;

h) General Terms of Service (GTS) – means these Terms of Service which are available at https://www.cloudferro.com;

i) Subscription Period – means the period of one month, one quarter, six months or one year as chosen by the Customer at the time that the Service Agreement is concluded when the Service under the Agreement and these GTS is made available by CloudFerro to the Customer under the Agreement and these GTS, with the Subscription Fee paid for by the Customer;

j) Subscription Fee – means the fee for the Services provided by CloudFerro to the Customer during the Subscription Period under the Agreement and the GTS, as defined in the Services Price List or the Agreed Price if custom Service specifications have been selected and determined in coordination with CloudFerro;

k) Agreement Conclusion Procedure – means conclusion of the Services Agreement in electronic form by having the Customer execute via the Website all of the actions necessary to use the Services offered by CloudFerro, including but not limited to effecting the Registration in the scope and in accordance with the requirements set by CloudFerro, and the acceptance of these General Terms of Service, relevant Detailed Terms of Service and the Price List;

l) Maintenance Downtime – means downtime in the provision of the Services by CloudFerro to the Customer or such limitation of the Service Availability which makes it substantially impossible for the Customer to use the services, having considered the purpose and the functionality of the respective Service at the time that the Services Agreement has been concluded with the Customer, whereas the permissible downtime or limitation of the Services Availability is defined in the Service Level Appendix.

m) Registration – means completion of a registration form by the Customer in the scope and in accordance with the requirements determined therein, to include the creation of a Customer Account and authorization by the Customer for CloudFerro to store and process Customer data; which shall not be however associated with conclusion of the Services Agreement by the Customer and CloudFerro.

n) CloudFerro Network – means all server and network equipment owned and managed by CloudFerro;

o) Force Majeure – means external events, which are unforeseeable and unpreventable despite the exercising of due care;

p) Service Specifications – means the list and specifications of services, as specified jointly in these GTS and in the Detailed Terms of Service and the Service Level Appendix, which are to be provided by CloudFerro to the Customer or respectively, custom Service specifications defined in coordination with CloudFerro, with a specification of the properties for such Services, guaranteed Services availability levels, their technical parameters and definition of technical and hardware requirements and conditions necessary for the use of these Services;

q) Website – means the website in the www.cloudferro.com domain via which Services provided by CloudFerro can be ordered after the prior acceptance of terms and conditions of service provision by CloudFerro, where details of the CloudFerro offer are presented, and where

the Customer may effect the Registration and log onto its Customer Account, and which ensures communication between CloudFerro and the Customer;

r) Parties – means jointly CloudFerro and the Customer;

s) Detailed Terms of Service – means terms of service published at www.cloudferro.com, and detailing the properties and specific characteristics of individual Services offered by CloudFerro;

t) Agreement or Services Agreement – means the agreement to be entered into by CloudFerro and the Customer in writing, including the General Terms of Service, Service Level Appendix and Detailed Terms of Service that are an integral part of the same, related to the Services purchased by the Customer or an agreement concluded in electronic form by effecting the Agreement Conclusion Procedure which defines mutual rights and obligations of the Parties related to the provision of the Services by CloudFerro;

u) Services – means Subscribed Services or Metered Services to be provided electronically by CloudFerro to the Customer under the Agreement and GTS, which are defined in detail in the Detailed Terms of Service;

v) Subscribed (or Fixed Term) Services – means Services to be provided by CloudFerro on a continuous basis, billed by Subscription Periods, for which the Customer pays Subscription Fees set out in the Services Price List or the Agreed Price;

w) Metered (or Per Usage) Services – means Services to be provided by CloudFerro, billed according to the actual consumption of the Billing Units;

x) Sub-account User – a person, who has been authorized by the Customer to access selected resources of the Service, which includes the use and/or management of specific items of or the whole Service;

y) Conclusion of the Written Services Agreement – means conclusion of the Service Agreement in written form by having the Customer perform all actions necessary to use the Services offered by CloudFerro, including but not limited to having agreed custom Service parameters with CloudFerro and the Agreed Price and having specified the same in the Agreement being concluded, the written acceptance of these General Terms of Service and relevant Detailed Terms of Service;

z) Suspended Service Provision – means temporarily disabled access to the Services for the Customer;

aa) Service Level Appendix – means the terms and conditions of availability of the Services as published at www.cloudferro.com, with their minimum availability defined during the specific period, which CloudFerro undertakes to ensure.

bb) Content - means any data, algorithms or any other kind of content which are subject of the Customer rights uploaded and kept by the Customer in the infrasturcture provided by CloudFerro.

All the terms defined in these General Terms of Service have the same meaning in the Detailed Terms of Service and in the Services Agreement, unless otherwise stated in the Detailed Terms of Service or the Services Agreement.

I. Conclusion of an Agreement

1. The Customer may enter into a Services Agreement with CloudFerro in electronic form by effecting the Agreement Conclusion Procedure as described below or, if custom Service parameters have been selected, through the Conclusion of a Written Services Agreement. The conclusion of the first Services Agreement must be preceded by Registration. Custom Service specifications shall be agreed with a CloudFerro representative before a Written Services Agreement is concluded. Conclusion of another Services Agreement shall also be required in the event that the Customer purchases additional Services that have not been used before.

2. The entire contractual relationship between the Customer and CloudFerro is set out in these General Terms of Service, Detailed Terms of Service, Service Level Appendix and the Services Price List.

3. The conclusion of a Services Agreement by the Customer in electronic form occurs when the following actions are jointly completed:

a. for Customers, who have not Registered, the Registration is effected by the Customer using the registration form, which has been made available by CloudFerro on its Website;
b. the Customer has accepted the General Terms of Service and specified the Services being purchased by the Customer, by making appropriate selection on the Website;
c. acceptance of the Services Price List, including acceptance of the price of the Services purchased by the Customer;
d. acceptance of the Detailed Terms of Service relevant for the Services purchased by the Customer; and
d. payment of the fee due to CloudFerro for providing the Services to be purchased by the Customer;

which jointly constitute the Agreement Conclusion Procedure.

4. The General Terms of Service and the Services Price List, Detailed Terms of Service and the Service Level Appendix, shall be made available by CloudFerro to the Customer on www.cloudferro.com.

5. The Customer shall be liable to CloudFerro for the accuracy of the data and information provided to CloudFerro during Registration or at the conclusion of a Written Services Agreement.

6. The effecting of the Agreement Conclusion Procedure or the Conclusion of the Written Services Agreement shall be tantamount to the Customer's declaration that the Customer:

a. is familiar with the GTS and the Agreement as well as with the Detailed Terms of Service for the Services being purchased by the Customer, and that the Customer accepts all the terms without any reservation;
b. accepts the Services Price List or respectively the Agreed Price;
c. the data which the Customer provided to CloudFerro during Registration or at the Conclusion of the Written Services Agreement are true;
d. a person who, on behalf of the Customer, has effected the Agreement Conclusion Procedure or concluded a Written Services Agreement was properly authorised to represent the Customer;
e. the Customer does not use the Services provided by CloudFerro as a consumer;
f. the Customer accepts the parameters of the selected Service as indicated in the Service Specifications.

7. The Customer undertakes to promptly inform CloudFerro of any changes to the data provided to CloudFerro at the time of Registration or at the Conclusion of a Written Services Agreement.

8. A Services Agreement shall not be deemed effectively concluded if:

a. the data provided by the Customer during the Agreement Conclusion Procedure or at the Conclusion of the Written Services Agreement is incomplete or untrue;
b. CloudFerro has previously terminated a Services Agreement entered into with the Customer due to circumstances for which the Customer was responsible;
c. in the case of payments for Services that are to be made on a pre-paid basis (as defined in Section X of these GTS), the Customer has failed to pay the first amount due to CloudFerro for providing the Services selected by the Customer.

9. CloudFerro shall start to provide Services to the Customer immediately after the Customer has effected the Agreement Conclusion Procedure or after the Conclusion of a Written Services Agreement. Once the Services Agreement is concluded, the Customer may buy Billing Units in order to use Metered Services or Subscribed Services.

II. The term and termination of the Agreement, the blocking of access to Services and the Customer Account

1. The Services Agreement may be concluded for a fixed or indefinite term. The Customer shall specify in the Services Agreement whether it intends to use individual Services in Subscription Periods as selected by the Customer or on the basis of Metered Services.

2. In the case that an Agreement is concluded for an indefinite term, the Agreement shall be terminated if at least one of the following conditions is fulfilled, subject to Section II.4. and II.5:

a. at least 30 days have elapsed since the end of the last Subscription Period, for which the Subscription Fee has been paid for any Subscribed Service provided to the Customer,
b. the number of Billing Units held by the Customer has been zero for at least 30 days;
c. the Agreement has been terminated by the Customer or CloudFerro, and a 30-day notice period has expired.

3. In the case that a Services Agreement is concluded for a fixed term, the Agreement may be terminated:

a. upon mutual agreement of the Parties; or
b. in the case that the terminating Party pays liquidated damages to the other Party in the amount of the aggregate fee that the Customer would otherwise be required to pay should the Services Agreement not be prematurely terminated.

4. CloudFerro may terminate this Agreement without notice whenever:

a. a resolution has been passed for the winding up of the Customer;
b. the Customer is unable to pay its debts to CloudFerro;
c. the Customer makes use of the Services provided for illegal purposes or purposes that infringe third-party rights or in a manner preventing or disturbing the use of CloudFerro's Services by third parties;
d. the Customer defaults the Services Agreement, GTS or the Detailed Terms of Service relevant to the Services purchased by the Customer, if the Customer fails to discontinue the same and remedy the effects of such default within the time limit set by CloudFerro in the request sent to the Customer by email.

5. The Customer may terminate this Agreement without notice for the following reasons:

a. failure by CloudFerro to commence the Services purchased by the Customer on the date indicated in the GTS or on another date as agreed to by the Parties at the Conclusion of the Written Services Agreement, despite the fulfilment by the Customer of all prerequisites for effective conclusion of the Services Agreement;
b. a continuous interruption in the provision of Services for more than 5 days, for reasons attributable to CloudFerro.

6. Without prejudice to the right to terminate the Services Agreement without notice, in the event that the Customer defaults the provisions of the Agreement and keeps using the CloudFerro Services for illegal operations that are not compliant with good practice, or which infringe upon the rights of third parties, after the Customer has been ineffectively requested to remove the defaults, CloudFerro may suspend the Services provided or suspend access to the Customer Account. CloudFerro shall be authorised to block the Service and access to the Customer Account.

7. The Customer Account will be deleted following the effective termination of the Services Agreement by CloudFerro.

III. Customer Account

1. When creating a Customer Account, the Customer will provide an e-mail address and password to be used to access the Customer Account. The Customer shall not to disclose the details used to authenticate the Customer Account to any third parties and shall be fully responsible for any consequences of the disclosure of the password. The Customer undertakes to promptly notify CloudFerro of any suspicion that an unauthorised third party obtained possession of the password and of unauthorized access to the Customer Account by third parties. CloudFerro undertakes to take all reasonable and technically feasible actions in order to prevent

unauthorised access to the Customer Account and protect the data collected in the Customer Account and prevent its unauthorized use.

2. The Customer may create a sub-account for the User in the Customer Account. It will be possible for the Sub-account User to manage Services in accordance with the authorisations assigned to it by the Customer, as specified in the Customer Account. The Customer shall be solely liable for the Sub-account User's actions. The Sub-account User shall not be entitled to give any instructions to CloudFerro regarding the Services provided otherwise than through the Customer Account. The Parties hereby confirm that, by creating a sub-account, the Customer grants a power of attorney to the Sub-account User to act on its behalf in relation to CloudFerro within the scope of the authorisations granted to the Sub-account User by the Customer. The Customer may at any time delete a sub-account. The Sub-account User authorisations to manage the Services shall be cancelled once a sub-account is deleted, and the power of attorney granted to it shall expire.

3. CloudFerro is not responsible for the incorrect operation of the Services purchased by the Customer where this is a consequence of an incorrect use of the functionality of the Service or results from the Customer's activity that is unauthorised by CloudFerro, in particular when it is a result of the Services offered by CloudFerro having been integrated with any software not authorized by CloudFerro.

4. To use the Services provided by CloudFerro, the Customer must have a device with access to the Internet and with a web browser.

5. CloudFerro shall have the right to pursue activities aimed at extending the scope of Services offered, improving their quality and enhancing the parameters of the Services provided, and to make any updates to the Services offered. Changes to the functionality of the Customer Account resulting from these activities and any extension of the range of Services offered (to include the introduction of any new Detailed Terms of Service) shall not be deemed as a change to the terms and conditions of cooperation between the Parties, for which the Customer's approval is required.

6. In connection with the provision of Services, CloudFerro may make third-party services and products (including software) available to Customers. In such case, the Customer shall use these products and services under terms to be agreed upon with the relevant third party (including on the basis of such third-party licenses).

IV. Obligations of CloudFerro

1. Within the limits of Service Availability, CloudFerro shall provide the Customer with the possibility to access and use the Service and shall provide the same with due care and with regard to the Service parameters as set out in the Detailed Terms of Service and the Service Specifications.

2. CloudFerro shall provide the Customer with access and the possibility to use the Customer Account and the Website, and ensure the functionality of the Services offered by CloudFerro, in each case at the time when the Services Agreement is concluded with the Customer, on the basis

of the Service Specifications that are applicable on any given day. CloudFerro shall not be required to provide any functionalities of the Services over and beyond those offered on the date that the Services Agreement has been concluded with the Customer. CloudFerro shall not be required to ensure and assess the suitability of the Services for the purposes of the Customer or the functionalities of the Service as specified by the Customer but not guaranteed by CloudFerro at the time that the Services Agreement is concluded.

3. Unless otherwise explicitly agreed with the Customer CloudFerro shal not acquire and does not claim any intellectual property rights to the Customer's Content and all rights to such Content remain with the Customer. CloudFerro however, is authorised by the Customer to use and process Customer's Content to such extent as necessary to provide Services on the basis of the Service Agreement conluded with the Customer which would include in particular hosting and processing of the Content.

4. In providing the Services, CloudFerro will exercise due care in order to guarantee a satisfactory level of security for Customer data, taking into account the requirements of General Data Protection Regulation and other applicable provisions of law.

5. CloudFerro does not initiate transmission of Customer data in connection with the access and use of the Services, select the recipient of Customer data transmissions nor does it select or modify Customer data. CloudFerro provides the technical resources in the form of access to the Services, while content, form and use of the same are solely at the Customer’s discretion. CloudFerro does not monitor the content of Customer data.

6. CloudFerro shall make available the tools and documentation of the Services to the Customer via the Website, and in particular:

a. tools and interfaces to determine the current status of Services;
b. tools and interfaces to allow remote management of Services;
c. contact details for technical support and sales;
d. information on the units of Metered Services used.

7. CloudFerro shall not make available any Content of the Customer to any other Customer or third party otherwise as agreed in the Services Agreement.

8. If CloudFerro detects that the Services made available to the Customer have been hacked for reasons not attributable to CloudFerro and accessed by unauthorized persons, CloudFerro will notify the Customer of the need to proceed with reinstallation in order to maintain the integrity of the system and data. CloudFerro reserves the right to suspend the provision of Services at that time. CloudFerro shall not be liable for creating a backup copy of the data and Content accessed by hacking.

V. Obligations of the Customer

1. The Customer shall advise CloudFerro of any changes to contact details necessary for invoicing purposes and delivery of communication, and any changes to the contact e-mail address.

2. The Customer shall make payments for Services in a timely fashion.

3. The Customer shall provide accurate personal data to be able to order Services.

4. By concluding the Services Agreement, the Customer undertakes to comply with the provisions of the law while using the Services and not to infringe any third-party rights. In particular, the Customer undertakes not to infringe any copyrights, industrial property rights or third-party rights concerning the protection of business secrets. In case the Customer, while using the Services, receives access to or uses any Content which is subject of other Customer rights, it undertakes to respect and use such Content only on a basis of the conditions indicated by the owner of respective Content and especially under terms to be agreed upon with the relevant Customer (including on the basis of such Customer licenses if applicable).

5. The Customer undertakes that, while using the Services, the Customer shall not hold or make available any information or data that violate applicable laws or legitimate interests of third parties, nor shall it make any reference to such data or information. In particular, the Customer will not hold or make available any data or information of any nature connected with any content harmful to minors, promoting racial, ethnic or national hatred, content threatening public health and safety, promoting illegal products or violating any ban on the marketing of such products, or any content harmful in the light of the rules of good social conduct.

6. The Customer shall make good to CloudFerro any damage that CloudFerro may suffer in connection with the use by the Customer of the Services provided to it in violation of the provisions of the applicable laws and/or third-party rights.

7. If any claims relating to the unauthorized or illegal use of the Services by the Customer is asserted by a third party against CloudFerro, the Customer shall make all efforts that may be required to hold CloudFerro harmless against such claims. In particular, the Customer undertakes to promptly provide explanations to the claimant, defend CloudFerro, intervene in proceedings in addition to or in situ of CloudFerro, and indemnify CloudFerro from any and all claims, as well as reimburse CloudFerro for any legal fees and other expenses in relation to the conduct of a dispute.

8. In the event that the Service is used by the Customer illegally and in a manner, which infringes upon third-party rights, CloudFerro shall have the right to remove such data and information or prevent their storage and sharing.

9. The Customer undertakes not to deploy any software or tools which may adversely affect the operation of CloudFerro and its ability to deliver and offer services to Customers.

10. The Customer shall keep at least one recent backup with its data in an infrastructure other than the infrastructure provided by CloudFerro.

11. If an Application Programming Interface (API) is used by the Customer, the Customer undertakes:

a. to use the API in a way that does not cause excessive and unnecessary load on the servers of CloudFerro.
b. to use the API in accordance with the technical specifications of Services.

12. The Customer shall not benefit from or use in any form whatsoever any trademarks, names and signs associated with CloudFerro without the prior consent of CloudFerro expressed in writing.
13. The Customer agrees that CloudFerro may use free of charge its trade mark in reference lists, unless the Customer objects to this in writing.

VI. Liability of CloudFerro

1. Subject to these GTS , CloudFerro shall be liable to the Customer for the non-performance or improper performance of Services on general terms.

2. The liability of CloudFerro to the Customer in connection with the Service provided, is in any event limited to the value of the fees paid by the Customer in connection with the purchase of such Service in the last 12 months from the date of the damage, and, where the Service has been delivered to the Customer in a period of less than 12 months prior to the damage, pro rata to the fees paid in that period.

3. The liability of CloudFerro to the Customer in connection with the Service provided shall in no event exceed the amount of a one-off fee if the use of the Service by the Customer was associated with the incurring of such one-off fee.

4. CloudFerro, in connection with the Services provided to the Customer, shall not be liable for:

a. permanent or temporary inability to provide the Service and for failure to perform or improper performance of the Service as a result of Force Majeure or other circumstances for which CloudFerro is not liable under generally applicable laws;
b. profits lost by the Customer;
c. effects of the improper use of the Service by the Customer;
d. effects of any breach by the Customer of the provisions of the Services Agreement;
e. effects of the use of information and software downloaded by the Customer from the web, unless they come from CloudFerro;
f. effects of any content made available by the Customer while using the Services;
g. effects of the use of information authorizing access to the Services by a third party, if these parties have come into possession of such information as a result of disclosure by the Customer or as a result of insufficient safeguarding of information by the Customer against access by such persons.

VII. Liability of the Customer

1. The Customer shall be fully liable according to the general principles of the law for any breach of the provisions of the Services Agreement, these General Terms of Service and the

Detailed Terms of Service, including but not limited to any breach resulting from failure to comply with the Customer's obligations, the use of the Services in a manner contrary to the law and the provisions of the Services Agreement, these General Terms of Service and the Detailed Terms of Service.

2. In connection with the performance of the Services Agreement by the Customer, the Customer represents that any data, information, files or applications stored and shared by the Customer as a part of the use of Services by the Customer:

a. do not infringe any rights of third parties, including copyrights, rights in trademarks, trade secrets and personal rights;
b. do not violate applicable law and generally accepted ethical standards;
c. are not offensive and do not contain threats directed at third parties;
d. do not contain any racist content or content of pornographic nature;
e. do not contain viruses or other computer programs aimed at causing damage, data capture, cracking or destabilising computer systems or networks;
f. do not include any tools that facilitate or enable file sharing (peer to peer);
g. are not being used to send out spam;
h. do not include applications for attacking or hacking other servers using techniques such as port scanning, sniffing, spoofing;
i. do not include direct or indirect links, or redirect to data:
  i. that are banned under the General Terms of Service:
  ii. in relation to which the User is not permitted to post links or specify redirection.

3. The Customer acknowledges and agrees that it is aware that CloudFerro enters into a Services Agreement with the Customer in reliance on the above representations and warranties of the Customer, believing them to be true. The Customer shall be liable for any damage arising out of the Services Agreement being concluded by CloudFerro on the basis of false representations of the Customer.

4. The Customer shall be liable for access to and use of Services by any persons authorised for the same by the Customer, including acts and omissions of such persons.

5. In the event that CloudFerro obtains information about the use of the Services by the Customer otherwise than in compliance with the Services Agreement or the General Terms of Service, or with the provisions of the law, CloudFerro shall have the right to process the Customer's personal data in order to determine its liability and provide such data to the relevant public authorities.

VIII. Personal Data

1. The Customer shall provide complete and true information during Registration or when Concluding a Written Services Agreement. If it is found that the data provided by the Customer is untrue or incomplete, notwithstanding other rights that CloudFerro may have under these General Terms of Service, CloudFerro shall have the right to block, and then remove all of the Customer data. CloudFerro shall not assume any liability for the consequences that may result

from Customer's providing untrue data during Registration or when Concluding a Written Services Agreement.

2. The Customer authorises CloudFerro to process personal data of the Customer and Sub-account Users insofar as it is necessary to initiate and establish the principles of cooperation between the Customer and CloudFerro, and in order to deliver and bill the Services. By creating a sub-account the Customer declares that it has secured the legality of processing personal data. In particular, the Customer declares that it has obtained the consent of the Sub-account User to authorise CloudFerro to process personal data of the Sub-account User or the processing is based on other than consent valid legal basis.

3. The Customer authorises CloudFerro to assign or outsource the processing of personal data of the Customer and Sub-account Users to third parties, including to third parties whose services and products are used by the Customer through the Website, insofar as it is necessary for the proper performance of the Services.

4. CloudFerro and the parties, whom CloudFerro is to assign and outsource the processing of personal data of the Customer and the Sub-account Users shall ensure the means and conditions that prevent unauthorised access, retrieval and modification of Customer data.

5. The Customer and the Sub-account Users shall have the right to review and edit their personal data via the Customer Account and to request the deletion of their data if they are no longer required for the provision of Services by CloudFerro.

6. By accepting these General Terms of Service, the Customer, declares that it has been advised, and has further advised the Sub-account Users, of the purpose and extent of collection and processing of data by CloudFerro, and of the right to review and edit their data, and the right to request that the processing of data be stopped and to object to the processing of personal data, in accordance with the General Data Protection Regulation and the Electronic Services Provision Act.

IX. Billing Units

1. The Customer may purchase Billing Units that are used to clear the price for the purchased Services, by paying the fee in advance by bank transfer to CloudFerro's account or by other payment system acceptable to CloudFerro. CloudFerro shall issues a VAT invoice for the purchase of Billing Units.

2. Billing Units purchased by the Customer can be viewed in the Customer Account, and their conversion rate is: 1 Billing Unit – EUR 1.00, Billings Units shall be deemed to be provided by CloudFerro as soon as they are disclosed in the Customer Account. The status of Billing Units is displayed with an accuracy to one hundredth of an Euro.

3. The Customer may use Billing Units to use Metered Services or to pay for subsequent Subscription Periods for Subscribed Services up to the value and quantity of Billing Units held by the Customer. The quantity of Billing Units available to the Customer in the Customer Account will be automatically updated by CloudFerro to reflect the use of Billing Units by the Customer.

4. The quantity of Billing Units for the clearing of Metered Services shall be drawn from the pool of Billing Units automatically as per the Services Price List or the Agreed Price. The Customer hereby consents to the automatic reduction of the balance of Billing Units by the quantity of Billing Units corresponding to the fee required as per the Services Price List or the Agreed Price for the provision of Metered Services per unit of time.

5. Billing Units unused by the Customer will cease to exist after the expiry of their validity period as indicated in the Services Price List or, in the case of the Conclusion of the Written Services Agreement after the lapse of another period agreed individually with the Customer. Billing Units are not returnable. CloudFerro does not redeem Billing Units.

X. Payments

1. The Customer may settle the accounts with CloudFerro on a post-paid or pre-paid basis. Fee amounts payable for the Services are specified in the Services Price List or agreed on with the Customer individually as the Agreed Price.

2. If the Customer's cooperation with CloudFerro is initiated with the conclusion of an Agreement in electronic form by effecting the Agreement Conclusion Procedure, the fee for the Services shall be billed on a pre-paid basis. CloudFerro shall be authorised to modify the above rule in relation to some or all of the Services, by advising Customers via the Website, unless otherwise stated in the description and functionality of a specific Service as provided on the Website and in the Customer Account. If the Customer’s cooperation with CloudFerro is initiated by the Conclusion of a Written Services Agreement, the payment mode shall be determined by the Parties in the Services Agreement on a case by case basis.

3. Post-paid payments for the purchased Services shall be made in the manner described in paragraphs 4 through 6 below.

4. In the case of Subscribed Services, a VAT invoice for the amount of the Subscription Fee payable for the Subscription Period shall be issued by CloudFerro to the Customer on each first day of the Subscription Period. Further charges related to the Customer’s order and installation of and for new Services that have not been used previously by the Customer may be added to the specified amount of the Subscription Fee. For other purchases (including the purchase of Billing Units) a VAT invoice shall be issued without delay, however not later than 3 days following the purchase date.

5. Unless the Parties agree otherwise in the Services Agreement, the invoiced amount shall be paid by the Customer within 14 days from the date of the invoice, to the bank account indicated in the invoice or by other payment system made available to the Customer. The Customer shall bears all the costs associated with the payment of VAT invoices and a payment being made to CloudFerro.

6. The Customer shall be notified by e-mail to the address specified at the time of Registration or in the Written Services Agreement, of:

a. the upcoming payment due date, normally seven days before the payment due date;
b. overdue payment, on the first day after the payment due date;
c. overdue payment, normally on the seventh day after the payment due date;
d. overdue payment, normally on the 14th day after the payment due date, and of the blocking of Services as a result of non-payment;
e. overdue payment, normally on the 30th day after the payment due date, and of the blocking of access to the Customer Account;
f. if any payments are recorded in between these points in time, the Customer shall be notified of the payment being recorded, the Services and the access to the Account being unblocked, and of statutory interest being charged for late payment.

7. Pre-paid payments for the purchased Services shall be made in the manner described in paragraphs 8 through 11 below.

8. The Customer may purchase on a pre-paid basis, both Subscribed Services and Metered Services, which are settled with Billing Units.

9. When the Customer purchases Services in the first Subscription Period or purchases Billing Units, or for any one-off purchase on a pre-paid basis, the Customer shall select and configure its Services through the Website. Once the Services are selected, CloudFerro will issue a pro-forma invoice to the Customer, and the Customer will make the payment based on such invoice by wire transfer to the bank account of CloudFerro specified in such pro-forma invoice or through a payment system made available to the Customer. Once the Customer's payment is recorded, CloudFerro will issue a VAT invoice and proceed to deliver or activate the selected and configured Services or will record Billing Units by displaying them in the Customer Account.

10. With regard to the subsequent Subscription Periods for Subscribed Services, CloudFerro will issue a pro-forma invoice to the Customer not later than 14 days before the beginning of each subsequent Subscription Period, with a 14-day term of payment, for the amount of the Subscription Fee payable for the Subscription Period. Further charges related to the Customer's order and installation of and for new Services that have not been used previously by the Customer may be added to the specified amount of the Subscription Fee. Once the received payment as made on the basis of the pro-forma invoice is recorded, CloudFerro will issue a VAT invoice and extend the provision of Subscribed Services for the next Subscription Period.

11. The Customer shall be notified by e-mail of:

a. the upcoming payment due date, normally seven days before the payment due date;
b. overdue payment, on the first day after the payment due date;
c. overdue payment, normally on the seventh day after the payment due date;
d. overdue payment, normally on the 14th day after the payment due date, and of the blocking of Services as a result of non-payment;
e. overdue payment, normally on the 30th day after the payment due date, and of the blocking of access to the Customer Account;
f. if any payments are recorded in between these points in time, the Customer shall be notified of the payment being recorded, the Services and the access to the Account being unblocked, and of the statutory interest being charged for late payment.

12. CloudFerro will make available all the VAT invoices and pro-forma invoices issued to the Customer in the Customer Account. CloudFerro shall have the right to send VAT invoices and pro-forma invoices to the Customer also by electronic mail to the e-mail address specified in the Customer Account

XI. Complaints Procedure

1. The Customer may report concerns related to its access to the Services, their operation and quality, by making a complaint within 30 days following the event that gives rise to the complaint.

2. A Customer complaint should be sent to CloudFerro in writing or by e-mail, and should include:

a. Customer contact details, including the identification details of the person submitting the complaint,
b. the Service covered by the complaint,
c. the subject of the complaint, period to which the complaint relates and the circumstances substantiating the complaint,
d. Customer's request (if any) related to the complaint submitted,
e. the date of complaint drafting and the date, when the circumstances substantiating the complaint occurred.

3. The complaint must be signed by the Customer or a person duly authorised to represent the Customer. The complaint must be accompanied by a document in support of the authority held.

4. CloudFerro will handle the complaint within 14 days of receipt of a complete complaint notification, notwithstanding the option to extend this time limit up to 30 days in justified cases. CloudFerro will advise the Customer whether the complaint has been accepted or not, and how it will be acted on or of no grounds for the complaint to be approved and reasons for CloudFerro's view.

XII. Services offered by CloudFerro

1. As of the effective date of these General Terms of Service, CloudFerro shall offer the following services:

a. Digital Cloud Service;
b. Dedicated Server Service.

2. The characteristics of the Services set out in para. 1 above are specified in detail in the Detailed Terms of Service and, if the Services Agreement is concluded in writing, the custom Service specifications shall be set by the Parties in this Agreement.

XIII. Final Provisions

1. The provisions of the General Terms of Service, the Services Agreement, the Detailed Terms of Service for the services purchased by the Customer from CloudFerro and the Service Level Appendix jointly regulate the entirety of relations and relationships between CloudFerro and the Customer related to the provision of Services to the Customer. CloudFerro reserves the right to change these General Terms of Service, and to issue any further rules and regulations related to promotional campaigns or to the implementation of new Services or the modification of existing Services.

2. If CloudFerro wishes to change the scope of the rights and obligations of the Parties, it shall notify the Customer of any changes to, respectively, the General Terms of Service, the Services Agreement, the Detailed Terms of Service for the services purchased by the Customer from CloudFerro, the Service Level Appendix or the Services Price List (and, in the case of Written Services Agreements, of any change in the Agreed Price) to the Customer's e-mail address provided in the Customer Account. Failure to notify the Customer of any changes to the General Terms of Service, the Services Agreement, the Terms of Service for the Services purchased by the Customer from CloudFerro, the Service Level Appendix or the Services Price List, and the absence of approval by the Customer for the implementation of the proposed changes shall cause the content of these documents as previously accepted by the Customer to remain binding for the Parties in their mutual relations associated with the provision of Services until the expiry of the period of time for which the Services Agreement was entered into with the Customer.

3. For Services Agreements concluded for an indefinite period, any change to the General Terms of Service, the Services Agreement, the Detailed Terms of Service for the services purchased by the Customer from CloudFerro, the Service Level Appendix or the Services Price List (and, in the case of written Services Agreements, any change to the Agreed Price) shall enter into force on the expiry of 30 days from the sending of information about this change to the email address of the Customer and the publication of information of the changes on the Website hosted under the domain www.cloudferro.pl , unless the Customer submits a notice of termination of the Agreement within 15 days from when information about the change is sent. In such case, the Services Agreement shall be terminated after 30 days following the receipt of a notice of termination for the Services Agreement.

4. CloudFerro shall notify the customer of the issue of any further rules and regulations to the Customer's e-mail address provided in the Customer Account.

5. CloudFerro shall publish any changes to the GTS also on the Website hosted on www.cloudferro.com. The grounds for a change to the GTS may include, but not be limited to:

a. a change to the generally applicable laws that affect the business operations of CloudFerro or of the Customer insofar as they relate to any actions associated with the Services Agreement or the General Terms of Service; or
b. a change to the manner or form of provision of Services; or
c. the need to implement recommendations, judgements or decisions of public authorities or courts of law; or
d. a change to the costs incurred by CloudFerro as a result of implementing the Services, such as prices of electricity or telecommunication services.

6. In relation to the Customer, any amendments to the General Terms of Service, the Services Agreement, the Detailed Terms of Service, the Service Level Appendix or to the Services Price List that relate to the Services and their prices which are not used by the Customer under the Services Agreement concluded with CloudFerro, shall not be considered as changes.

7. The laws applicable to the assessment and interpretation of the Services Agreement and the General Terms of Service, the Detailed Terms of Service, the Service Level Appendix or the Services Price List, as well as to the entirety of relations between CloudFerro and the Customer shall be the laws of Poland.

8. If one or more provisions of the Services Agreement, the General Terms of Service, the Detailed Terms of Service, the Services Level Appendix or the Services Price Level are or become invalid or ineffective, this does not affect the validity or effectiveness of the other provisions.

9. The Parties shall submit all disputes arising out of this Agreement, the GTS, the Service Level Appendix or the Services Price List to the common court competent for the registered office of CloudFerro.

The present Terms of Service enter into force on the 01.10.2016 (updated: 22.05.2024).