

Terms and conditions of providing cloud services via Renderro Platform

[CHAPTER I: PRELIMINARY PROVISIONS]

§ 1.

General Provisions

1. Present Terms and Conditions define regulations regarding functioning and access to Renderro Platform and providing IT services related to it, including rights and duties of parties and array of their responsibility.
2. All provisions of Terms and Conditions shall apply to both types of Users, to those who are consumers and those who are not consumers unless the special provisions provide otherwise.
3. Those terms of use were executed on the basis of following regulations:
 - a) Act of 23 April 1964 — Civil Code [Journal of Laws] from 2002, item. 1145, as amended— hereinafter referred to as: C.C.);
 - b) Act of 18 July, 2002 on Providing Services by Electronic Means [Journal of Laws] from 2019, item 123, as amended — hereinafter referred to as: p.s.b.e.m.);
 - c) Act on Copyright and Related Rights of 4 February 1994 [Journal of Laws] from 1994 item 1231, as amended— hereinafter referred to as Rel.Rights);
 - d) REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (in general Data Protection Regulation) [Journal of Laws of EU] from 4 May 2016 - hereinafter referred to as GDPR);
 - e) Personal Data Protection Act of 10 May 2018 [Journal of Laws] from 2019 item 1781, as amended— hereinafter referred to as p.d.p.a.);
 - f) Consumer Rights Act of 30 May 2014 [Journal of Laws] from 2020 item 287, as amended— hereinafter referred to as CRA); ustawy z dnia 30 maja 2014 r. o prawach konsumenta (t. j. Dz. U. 2020 r. poz. 287, z późn. zm. - dalej: u.p.k.).

§ 2.

Definitions

Terms use in following Document shall have the meaning given in the following paragraph or hereinafter:

- 1) **breakdown** — permanent suspension from duties of Renderro Platform preventing from proper functioning of Renderro Platform or Rother obstacle fully preventing from proper functioning of Renderro Platform;
- 2) **User's account blockage** — Service Provider's activities that result in preventing User's activities on the Renderro Platform;
- 3) **Error**—invalid functioning of Renderro Platform, which doesn't entirely prevent from using Renderro Platform though significantly makes using the platform harder and lowers the comfort of using Renderro Platform.
- 4) **Price List** — every piece of information provided by Service Provider that set the conditions and pricing of offered services in the Renderro Platform. Any changes in pricing of offered services do not invalidate or in any way change this Terms and Conditions. Price List is Annex no 1 to this document;
- 5) **Cloud Storage** — storage space within computing Cloud which is shared to the User in order to transmitting and storing User's data;
- 6) **Cloud Workstation** — working position within computing Cloud i.e. workstation and external software within Service provider's infrastructure, which are shared to the User with the use of Renderro Platform;
- 7) **Duration of the repair** — time period counted from the moment when Service Provider approaches to repair of the breakdown or error until the moment when breakdown or error has been effectively deleted;
- 8) **Reaction duration**— time period counted from the moment of informing Service Provider of the event until the moment of taking actions by the Service Provider, leading to proper service of the event;
- 9) **User's data** —all sort of data entitled to the User (by himself and any other User) and which are collected and stored within Cloud Storage and Cloud Workstations disco, regardless of their character and purpose; User's data are also considered data which were transmitted to Cloud Storage without User's knowledge though within his access to Renderro Platform;
- 10) **Working days** — days from Monday till Friday, excluding public holidays or other holidays;
- 11) **Functionality** — single activity possible to be executed within Renderro Platform;
- 12) **Working hours** — hours from 08:00 to 22:00 CET in working days;
- 13) **Password** — the sequence of signs used to protect the access to User's account;
- 14) **User's infrastructure** — whole technical infrastructure, where the User is entitled to have rights (whatever the nature of this right is, or if the User is this technical infrastructure's owner); User's infrastructure may cover particularly the software, external servers, but also devices, IT systems which are in User's possession;
- 15) **Service Provider's Infrastructure** —whole technical infrastructure which rights are in User's Possession(whatever the nature of this right is, or if the Service Provider is this technical infrastructure's owner), where IT Services will be provided, particularly when it comes to Renderro Platform; Service Provider's infrastructure may cover particularly the software, external servers, but also devices, IT systems which are in Service Provider's possession;
- 16) **User's Account** — individual access of specific User to Renderro Platform with an individual login and password;
- 17) **login** —individual and unique identification of a User, allowing to make his identification, used while using of Renderro Platform; when it comes to Renderro Platform regularly email is used;

- 18) **service of event** — fully, complex and consistent activities, taken by Service Provider in order to service the event;
- 19) **accountancy period** — time period, within which Service provider provides Access to Renderro Platform and IT services; accountancy period lass 1 (one) month, counted from the moment when service stars being provided by the Service Provider;
- 20) **External Software** — software with rights belong to external providers, which are installed and used within Renderro Platform;
- 21) **The urgency** — importancy and measure of the event, depended on which functionality is regarded more critical and urgend and which has bigger impact on running business;
- 22) **Renderro Platform**— IT system within Service Provider’s infrastructure, the website can be found at <https://renderro.com> and enables using IT services offered by the Service Provider;
- 23) **Basic hours of providing IT Services** — working hours within working days;
- 24) **Privacy policy** — document including information of processing personal data by Service Provider, and shall be attached as Annex no. 2 to Terms of use.
- 25) **above-basic hours of providing IT Services** — duration including:
 - a) hours which are not working hours during working days;
 - b) hours which are not working hours during days which are not working days;
- 26) **priority** — parameter appointed in order to allocate IT resources necessary for the service of event; it’s a combination influence and urgency, sometimes also other factors determined to define required reaction and repair duration;
- 27) **problem** —dysfunction in work of Renderro Platform observed on one or a few events, deleting this disfunction requires undertaking analytical actions and administrative-programming actions, usually those actions result in changes in IT system;
- 28) **reaction** — all single actions , which lead to proper activity service, in accordance with set key priorities;
- 29) **Terms of use** – present document;
- 30) **SLA (Service Level Agreement)** — parameters of providing IT services;
- 31) **Parties** — by „Parties” one should understand and define the Service provider and the User;
- 32) **Means of electronic communication** — by „means of electronic communication” one should understand and define technical solution, including IT devices and collaborating with them software devices, which enable individual communication at a distance with the use of data transmission between IT systems, in particular e-mail.
- 33) **Agreement** — agreement on providing Cloud services (IT services) concluded between Service Provider and certain User as a result of effective accepting by the User Terms of Use on the basis of § 8, which is an agreement on providing services by electronic means within the meaning of p.s.b.e.m;
- 34) **Entrustment Agreement** — agreement defining rights and obligations of the parties in a situation when the User as personal data Controller or a processor processes data within Renderro Platform. Entrustment Agreement constitutes Annex no 3 to the Terms of use;
- 35) **IT services** —all paid and unpaid services provided by Service Provider to the User within Renderro Platform; IT Services include, in particular:
 - a) maintaining Service Provider’s infrastructure;
 - b) making resources in Service Provider’s infrastructure available for the usage of Renderro Platform ;
 - c) providing the User with permanent Access to Renderro Platform and ensuring the usage of available functionality;
 - d) providing previously arranged External Software;
 - e) services related to setting up User’s account;
 - f) technical support within Service Provider’s technical service;
- 36) **Additional IT services** — IT services provided by Service provider and/or provided by external service providers;
- 37) **User** —natural person having full legal capacity, who, on the basis of the contract signed with the Service Provider May use Renderro Platform and has its unique login and password (along with other currently available authentication instruments) which enable the person to gain the access to Renderro Platform;
- 38) **User who is a consumer** —the User who Has signed the contract with Service provider (uses IT services) out of the scope of its economic or professional activity;
- 39) **User who is an entrepreneur** —the person registered as a business owner has signed the contract with the Service Provider (uses IT services);
- 40) **Service provider** — Renderro, limited liability company seated in Puławy at Ignacego Mościckiego 1,21-100 Puławy, entered into National Court Register maintained by the District Court for Lublin-Wschód in Lublin, registered office in Świdnik, VI Commercial Department of the National Court Register under entry No, KRS 0000782690, NIP number: 7162826202, REGON number: 383143139, performing the Agreement concluded with the User;
- 41) **an event** — breakdown or error;
- 42) **The external service provider** —every third party who is not the Service provider, who provides Service provider with any devices, storage mediums, communication and information systems, software etc. being a part of Service Provider’s infrastructure or User’s infrastructure, and also provides IT services of any type.

[CHAPTER II: THE SUBJECT AND CONCLUSION OF THE CONTRACT]

§ 3.

Subject of the Contract

1. Service Provider is obliged to ensure the User Access to Renderro Platform and provide User with IT services related to the Platform, and the User is obliged to use Renderro Platform and IT services specified in the Terms of Use, and also is obliged to pay Service Provider the payment mentioned in § 21.
2. The User guarantees that Any Rother third parties using Renderro Platform, that he and other third parties using Renderro Platform under its authority will respect the following Regulations.

[CHAPTER III: THE USE OF RENDERRO PLATFORM]

§ 4.

Character, purpose and development of Renderro Platform

1. Renderro Platform was created in order to provide Users with technical Service Provider's resources within the framework of Service Provider's infrastructure (Cloud Workstation) and offering cloud-based solutions which provide User to store data outside User's infrastructure at local level (Cloud Storage).
2. Renderro Platform provides its Users with:
 - a) the use of Service Provider's infrastructure—especially as Workstation of powerful computing power;
 - b) the use External Software which is provided by the Service Providers;
 - c) the use of software which will be installed and self-configured by the User;
 - d) making configurations of Cloud Workstation according to User's needs;
 - e) safe transfer and storage User's data by means of Renderro Managing Platform;
 - f) Access to User's data from every device with Internet access;
 - g) reporting events and errors related to Renderro Platform;
3. Service provider Renderro Platform in a form of „as is”, which is accepted by the User. Service provider does not guarantee that Renderro Platform will fill User's Leeds completely or doesn't assure that with the use of Renderro Platform every single aim will be realized.
4. Considering the fact that Renderro Platforma is Service Provider's computerized system, Service provider may conduct technical and IT works, which aim is the development of Renderro Platform and providing IT services on the highest possible level.
5. Within the development of Renderro Platform, in accordance with paragraph 4, Service Provider may in particular:
 - a) adding new functionalities, changing or deleting already existing functionalities within Renderro Platform;
 - b) add application for mobile devices.

§ 5.

Technical requirements

To provide accurate usage of Renderro Platform and available IT Services it is required at least:

- a) device with the access to the internet provided;
- b) permanent access to the internet;
- c) Internet browser (the most recent versions of browsers Google Chrome, Firefox, Opera are supposed);
- d) setting to allow cookies.

§ 6.

Terms of use of the Renderro Platform

1. Every User is responsible for protecting data during login including login and password from sparing it to unauthorized Users.
2. Transmission login and password to unauthorized Users is strictly forbidden. Sharing login and password to unauthorized persons can contribute to the risk of the safety of the Renderro Platform and providing IT services, that is why when the Service Provider states that a
3. forementioned data are held by unauthorized person may result in block of access to IT services including block User's Account.
4. When the User suspects his log-in details including login and password Has been taken over by unauthorized person is obliged inform about this fact Service Provider immediately. Service Provider after receipt of notification may block user's account. After unlocking renowned Access will be possible after changing the password by the User and after possible authentication operations approved by the Service Provider as a part of security procedures — according to information provided by Service Provider.
5. The User — on pain of termination of the Agreement without a period of prior notice — cannot use the Renderro Platform, neither the IT services:
 - a) in a way not appropriate with its use and character, particularly in a way as to make it impossible or distorting the use of Service Provider's system and equipment resources by Users;
 - b) in a way leading to committing a crime or unlawful act within the meaning of applicable laws;
 - c) in a way that infringes Any intellectual property rights, specifically regarding computer programmes;
 - d) in order to sending unsolicited commercial communications (spam), other spam or delivering unlawful or offensive content;
 - e) in a way that undermines its integrity of Service Provider's IT systems.
6. The User is not obliged to take actions aiming at the familiarization with access data, including logins and passwords of other Users.

§ 7.

Safety and Threats

1. The Service Provider provides the IT services via Renderro Platform, which he manages and maintains, with safety standards of secure, implementing IT security measures. Measures used will aim in particular at preventing to gain the access of unauthorized persons to User's data and other operations performed within using and providing IT services.
2. Despite numerous measures taken by the Service Provider, referred to in Art. 1, every User should possess the knowledge on potential risks which may be related to using IT sources.
3. Service Provider informs that fundamental risks, related to using the Internet, include:
 - a) installation of malicious software, particularly while downloading installation files of unknown origin;
 - b) infecting IT systems with viruses, keyloggers, trojans, worms and other harmful software;
 - c) sociotechnical attacks, which aim is to mislead into assumption and fraudulently obtain and use certain data, installation malicious software etc.;
 - d) tapping of conversations and tracking User's activities on the Internet without their knowledge;
 - e) attacks on the IT systems in order to cracking the security systems and interfering with IT systems;
 - f) other activities taken particularly by organizing scout-modelled groups;
4. In order to counter risks, referred to in paragraph 3, User should provide used electronical devices with necessary safety measures, e.g. in form of anti-virus program, firewall, using encryption mechanism, regular maintenance of used devices, expanding the knowledge regarding cybersafety.
5. Withing using Renderro Platform the User is obliged to comply all good practices when it comes to safety on the Internet;

[CHAPTER IV: USER'S ACCOUNT ON RENDERRO PLATFORM]

§ 8.

User's account on Renderro Platform

1. In order to create an account User should enter the website of Renderro Platform, search for registration tab and register, and next as follows:
 - a) In dedicated field write the e-mail address;
 - b) next figure out the password, which allows logging to User's account;
 - c) mark the checkbox confirming getting familiar with Terms of use and Privacy Policy and acceptance of its provisions;
 - d) mark the checkbox confirming submitting the statement containing request enabling the use of Renderro Platform and IT services by the User before the withdrawal period expires;
 - e) confirm registration by clicking the button.
2. In the moment of approval of registration between the Service Provider and the User, the Agreement is concluded.
3. Immediately after the approval of registration on email address indicated by the User message containing activation link is being sent. The User is obliged to click the link. Using the account without activating the account is impossible.
4. Creating User's and jogging is possible with the use of of external applications and Internet services, from which it is possible to collect necessary authorization details (specifically e-mail address). In that case the User should log into his account in the application or service and next perform the activities indicated in paragraph 1 above, with exclusion og giving e-mail address. Subsequent procedure has been concluded according to paragraphs 2-3 above, excluding the need of setting login and password.

§ 9.

Using Renderro Platform and IT services

1. After creating User's account, User may use Renderro Platform and IT services free of charge within trial limits established by the Service Provider if he makes a decision to make it effective.
2. Using Renderro Platform and IT services requires activating payment method by the User by indicating payment card details and filling User's account with the following data:
 - a) name and surname (if those details haven't been given earlier collected from the account of external application or services);
 - b) billing address (if there's different address assigned to payment card indicated as payment method);
 - c) Company's name and NIP – in case if the User is entrepreneur.
3. The User shall acquire the Access to Renderro Platform and IT services immediately after performing activities, referred to in paragraph 2 above.
4. In case of non-imposing limits, referred to in paragraph 1 above or after running them out of by the User, for using Renderro Platform and IT services provided by Service Provider, Service provider shall charge the User with the payment from his payment card indicated previously by the User.
5. User may provide other User with the access to his sources on Renderro Platform on his own expense. In that case the User who has shared his access to the Platform should pay all the costs of using Renderro Platform. User, sharing his access, is entitled to terminate the access but also to provide it again at any moment.

§ 10.

Blocking User's account and deleting User's account

1. Service Provider may block or delete his account any time on terms indicated in this paragraph.
2. If the User violates the provisions of those Terms of Use, Service provider is entitled to lock User's account for fixed or indefinite period, delete User's account or terminate the Agreement without a notice under § 30.4 — depending on the circumstances of the matter.
3. Blockade of User's account occurs in the following circumstances:
 - a) providing false personal data by the User;
 - b) Impersonate third Party by the User or using third party's personal data without their knowledge or agreement;
 - c) using Renderro Platform and IT services for improper purposes;
 - d) infringement of the prohibition referred to in § 6.4, particularly in case of identification User's data by Service Provider, which violate the law;
 - e) conclusion that the access to User's account may be in possession of unauthorized person, especially as a result of taking over User's access details;
 - f) impossibility of acquiring remuneration for one accounting period by Service Provider.
4. Subject to paragraph 5, lock on User's Account is possible after the User is invited by Service Provider to provide explanations and potential putting an end to violations may result in Account's blockade and:
 - a) upon ineffective lapse of the time limit for carrying out the activities or
 - b) submitting clarifications by the User, which are not sufficient or reliable or
 - c) the User is continuing violations despite submitting credible explanations.
5. The obligation of applying the procedure scheduled in paragraph 4 does not apply to the following cases:
 - a) User uses Renderro Platform to unlawful activity or there's a high risk that the User uses Renderro Platform to such activity;
 - b) Service Providers shall receive official notice to cover the possibility of violation of generally applicable law regulation by the User;
 - c) suspension of User's account lock threatens to Service Provider's damage or to Third Party or serious effects (e.g. possibility of holding those entities liable, including legal liability or criminal liability);
 - d) Access to User's account was accessed by unauthorized person.
6. The User, in term of the User account's lock, cannot:
 - a) use Renderro Platform and accessible IT services;
 - b) create new User's account;
 - c) use technical means in order to circumvent or turn off the lock on User's account;
 - d) make attempts to continue illegal activity despite the lock on User's account.
7. Subject to paragraph 8 below, unlocking User's Account after User's Account has been locked, is possible only if the User gives fulfilling and true explanations, and also which were the reason of locking User's Account. In case if any effects of violations done by the User has appeared, additional condition of cancellation of locking User's account is effective deleting effects of those violations.
8. In the case referred to in paragraph 5(d) in order to delete the lock from User's account the User is obliged to change his access data to his User's Account and follow Service Provider's instructions regarding security.
9. Permanent deleting of blocked User's account and User's data may be affected when:
 - a) blockade of User's account lasting longer than 60 (sixty) days;
 - b) refusal to provide explanations and/or refusal of cancellation of violations;
 - c) conducting unlawful activity of a great degree of harm;
 - d) when maintaining User's account threatens Service Provider's or third Party's harm or other serious effects (e.g. entities can be held liable (legal liability), including criminal liability).

[CHAPTER IV: PROVIDING SERVICES WITHIN RENDERRO PLATFORM]

§ 11.

Regulations regarding providing IT services

1. Service provider is obliged to provide IT services due to proper diligence, in all levels of professional activity as required in this field.
2. IT services related to providing technical support and resolving of reported issues will be done during the basic hours of providing IT Services. In specific time Service Provider May provide IT services also within above-basic hours of providing IT services which requires additional arrangements between parties and may involve increased payment for using Renderro Platform and IT services.
3. Service Provider is authorized to entrust execution of the IT services fully or partly to third parties, which User hereby agrees to.
4. If providing IT services shall require particular activity from User's part, e.g. granting Access data, expressing consent, providing specific materials etc. The User is obliged to fulfill all those conditions in term indicated by the Service Provider — otherwise the provision of the services will not begin or will be cancelled.

5. In the delay in collaboration, referred to in paragraph 4, may occur on the User side, the time limits in these Terms of use shall not start running and when it comes to periods which are already running, those shall be suspended until completion of the formalities by the User.

§ 12.

User's data

1. The User is obliged to ensure that User's data shall not infringe the laws or rules in force nor Third parties' rights. In particular User's data shall not include:
 - a) materials infringing the intellectual property, which are owned by Third Parties;
 - b) materials including prohibited pornography (e.g. child);
 - c) materials including brutal violence and records of criminal acts (e.g. murders);
 - d) materials related to terrorist activity;
 - e) materials related to money laundering and economic crime, in particular when it comes to international character of a matter;
 - f) other materials, possessing of which may be considered an offense under the relevant provisions of legislation.
2. The User shall bear exclusive and unlimited liability for data located on Renderro Platform.
3. To ensure the highest level of safety User's data within Storage Cloud should be kept in an encrypted form. Upon User's request Service Provider shall provide User with appropriate guidance and technical instructions in a matter of files encrypting.
4. Service provider in principle does not monitor the content of Cloud Storage neither User's personal data in any way, except the situation when it appears to be necessary:
 - a) In order to provide User with technical support — with his prior consent;
 - b) for statistical purposes or conduction works related to modernization of Renderro Platform for the purposes of increasing the quality of offered IT services, provided that aforementioned monitoring will concern only normalized, segregated data (e.g. in order to identify the type and amount of files send to Renderro Platform).
5. In case Service Provider receives a request from the side of competent courts, state authorities, bodies or entitled entities, the decision to refer User's data fully or partly, the User shall immediately endeavor to inform the User of it — with an exclusion of situation when such notification shall be prohibited under the law regulations and there is a risk Service Provider becomes exposed to criminal responsibility.
6. In every case Service Provider is authorized to pass User's data to competent national authorities, state authorities or organs or other qualified entities—after detailed analyze the content of obtained request as to its conformity with the law. Revealing User's personal data in accordance with law provisions cannot be the base of Service Provider's liability to the User.
7. In case identifying any of User's data which violate applicable laws, Service Provider is entitled to:
 - a) locking access to those User's data;
 - b) guarantee safety of User's data for the purposes of further activities before a relevant court or other judicial authority;
 - c) notify competent state authorities or services- for the purposes of notifying competent authorities and organs- to launch proper investigation of a nature of criminal proceedings

§ 13.

Processing personal data

1. Information regarding processing personal data by Service Provider are held in Privacy Policy.
2. In case when the User, as a data controller and processor processes data within Renderro Platform, all norms regarding processing personal data, Parties' rights and obligations related to it as well as responsibility for violating principles for personal data processing are specified in Entrustment Agreement. Parties preclude possibility co-administration of those personal data.

[CHAPTER V: INTERRUPTIONS IN THE PROVIDING OF SERVICE AND REPORTING PROCEDURES]

§ 14.

SLA — general principles

1. Service provider shall endeavor the access to Renderro Platform and IT services be available 24 hours, per 7 days a week.
2. Service provider is obliged to make Renderro Platform and IT services accessible sustained at level of 95% (ninety-five per cent) time indicated in paragraph 1 above.
3. Failure to reach a level of accessibility, referred to in paragraph 2, shall not be considered as violation of Terms of use and Agreement, though may be the basis of calculating discount for IT services, referred to in § 22.1. by the Service Provider
4. Accessibility of Renderro Platform and IT services shall be limited in result of:
 - a) breakdowns and errors;
 - b) planned servicing and maintenance works, as well as other works which result in modification of Service Provider's infrastructure;
 - c) activities of external providers;
 - d) upon the occurrence of force majeure, in particular, in case of activities taken by public authority, epidemic, war, flood, fire, terrorist attack;

- e) unlawful activities of third parties, including interference into working of Renderro Platform;
 - f) Rother situations, beyond the Service Provider's power, which could not be foreseen even when exercising due care.
5. Service Provider is not responsible for lack of access to Renderro Platform and IT services for reasons, referred to in paragraph 4(c-f) above.
 6. Service Provider is not responsible for lack of access to Renderro Platform and IT services for any reasons on the part of a User, in particular being the result of ineffectiveness of User's infrastructure.
 7. Rules related to handling User's requests estimated, reaction durations and repairs duration have been described in § 17-18 below.

§ 15.

Servicing and maintenance works

1. Service provider shall inform the User, providing him with reasonable notice at least 3 (three)days' notice, of the intentions of conducting servicing or maintenance operations(works), only if those works are about to last longer or be highly significant. Service provider will attempt to conduct all the works within night hours, weekends and days non-working days.
2. Servicing and maintenance works, referred to in paragraph 1, they are to last no more than 72 (seventy-two) hours.
3. Service provider has no influence on conducting servicing and maintenance works by external providers.

§ 16.

Technical support

1. Service Provider provides the User with basic technical support for the purposes of using Renderro Platform.
2. Technical support does not include servicing and maintenance, or repair works nor any other IT activities, which should be conducted within User's infrastructure.
3. Before using technical support, User is obliged to get familiar with all the information from our website under „Technical Support“, „FAQ“ or any other bookmark on the webpage providing similar functionality.
4. In order to make a use of technical support, User should pass on a question (especially the description of a problem) to the Service Provider — via email using this email address support@renderro.com or via appropriate functionality within Renderro Platform, if such is currently available.
5. Receiving a notification, referred to in paragraph 4, shall be immediately confirmed by Service provider by sending an e-mail
6. Within technical support the User is entitled to report all the problems which should be solved by Service Provider in the future.

§ 17.

Customer Service

1. The User is obliged to give a notice of an event to the Service Provider immediately after detecting it;
2. Notifications regarding events should be transfer red in the basic time of providing the IT service;
 - a) Via e-mail— on address support@renderro.com;
 - b) By telephone — telephone number +48 691 502 484;
 - c) within proper functionality on Renderro Platform (i fit is currently available).
3. In case of appearance over-basic event within the time of providing IT services, in particular in case of emergency, which may...harm the interests of.... które mogą istotnie zagrażać interesom Użytkownika,notifications regarding events should be transferred via e-mail — on address support@renderro.com.
4. Notification should include:
 - a) detailed description of the subject of the matter;
 - b) detailed description of circumstances;
 - c) files attached —if they're necessary for the description of the event;
 - d) name and surname.
5. Service provider reserves the right to request from notifiers additional clarifications, information, files or other help required of event organization — in a way he considers appropriate. User asked to undertake certain action is obliged to help Service Provider in solving reported matter according to his Best knowledge and without undue delay.
6. Every notification received from the User is being registered in Service Provider's IT systems and after the registration User receives electronical confirmation of acceptance of the notification.
7. After registration of notification Service Provider shall make a detailed examination in accordance with accepted durations of re action, next he makes a decision in a subject of taking right actions :
 - a) handling the events, especially by making repairs — if the event occurred;
 - b) provision of technical support in a manner that is convenient to the notifier;
 - c) providing possible scenarios and suggestions or instructions;
 - d) refusal to take any action considering them as being beyond the scope of Terms and Conditions.
8. If the notification cannot be carried out immediately, after conducting the analysis in accordance with paragraph 7 Service provider is obliged to provide the User with the information regarding User's planned actions.
9. Service Provider reserves the right to intervene in the User's account, especially into data structure, User account's settings and User account's entitlements, if it is necessary for monitoring and servicing the event and does not lead to loss of data.
10. After the notification and taking appropriate measures Service Provider gives an immediate notice to the User.

11. Service Provider is not obliged to implementing changes within Renderro Platform all types of changes which have been reported by the User, in particular changes regarding functionality, optimisation of activity of Renderro Platform and other modifications of a crucial matter.

§ 18.

Durations regarding events

1. Service provider as necessary for service takes following reacting durations and repairing durations:

Priority	Response duration	Repair duration
Priority I	8 hours	16 hours
Priority II	24 hours	72 hours
Priority III	24 hours	240 hours

2. Particular Priorities have a certain meaning:
 - a) **Priority I** — dysfunctions of Renderro Platform of a critical nature. Renderro Platform does not fulfill its primary requirements, which blocks possibility of using it. Functionalities of Renderro Platform do not realise primary requirements or their functioning generates inappropriate data. Priority I include breakdowns requiring immediate reaction due to detention of crucial processes.
 - b) **Priority II** —dysfunctions of Renderro Platform of a crucial nature, though not critical Renderro Platform fulfills its primary requirements and does not lead to generating inappropriate data on Renderro Platform. Execution of processes maintains significantly hindered, that is why it requires reaction taking into account the risk to stop crucial processes.
 - c) **Priority III** — dysfunctions of Renderro Platform of insignificant nature. Those are mistakes, which will not result in tangible difficulties of using Renderro Platform. Problems do not have a significant effect conducting processes, though they result in discomfort in using Renderro Platform.
3. Above durations do not Apple when it comes to analyze and solving problems, which will be identified on Renderro Platform.

[CHAPTER VI: OBLIGATIONS OF THE PARTIES]

§ 19.

Service Provider's Obligations

1. Except obligations indicated in other parts of the Terms and Conditions Service Provider is obliged to:
 - a) keep Provider's infrastructure on the proper technical level;
 - b) use means of informatics security which will provide proper level of User's data security;
 - c) provide services in accordance to Terms and Conditions;
 - d) provide necessary technical, staff and organizational potential to carry out the subject of this Contract;
 - e) provide the service to the User within the basic hours of IT services;
 - f) inform User of all crucial circumstances regarding Renderro Platform and IT services;
2. Service Provider is obliged to fulfill all operations in a way least likely to distort Renderro Platform activities, though He cannot guarantee that during fulfilling the terms of contract there will not be any disturbances in functioning Renderro Platform.

§ 20.

User's Obligations

1. User is obliged to:
 - a) follow the rules regarding the usage of Renderro Platform;
 - b) follow the rules regarding User's data;
 - c) secure on his own the access to all devices which are being used while using Renderro Platform;
 - d) provide them with all necessary clarifications, information and other data;
 - e) not to infringe Service Provider's or third Party's intellectual property rights, especially external Service Provider's rights;
 - f) collaboration in good faith with Service provider in terms of executing the contract.
2. If using Renderro Platform and IT Services are related to necessity of prior regulations of legal matters like acquiring license for external software which is not provided by Service Provider, acquiring right to User's data etc. User is obliged to regulate

legal relationships in by use of own means. Service provider acknowledges that if User starts using Renderro Platform and IT services, legal matters related to this usage has been sufficiently dealt with by the User.

[CHAPTER VII: REMUNERATION AND MAKING PAYMENT]

§ 21.

Remuneration and other payments

1. Remuneration due to Service Provider under the sparing Renderro Platform and providing IT services including the amount of it and procedures of charging are defined by the Service Provider's Price List.
2. Remuneration shall be paid on a monthly basis for each accounting period, no later than within 3 (three) working days since finished given accounting period.
3. Remuneration is collected automatically from User's bank account, connected by payment card mentioned in § 9.2.
4. In case where collecting the payment is not possible as a result of:
 - a) Insufficient amounts on bank account;
 - b) Deactivation of payment method;
- Service provider may block User's account according with the rules set out § 10.
5. Date of payment is regarded to be the date of date when the Service Provider's account is credited.
6. Within 10 (ten) working days since finished given accounting period Service Provider issues the invoice for this period and sends the invoice on indicated by the User email.
7. User shall agree to making out invoices without his signature.
8. In case of delay in any payment Service Provider is entitled to charge statutory interest for the delay period in accordance with the law regulations being in force.
9. In case of any changes in the Price List while the Agreement is still valid, Service Provider is obliged to notify the User by sending an email to an email address indicated by the User no later than 14 (fourteen) days 14 (fourteen) days before abovementioned amendment becomes effective.
10. If the User does not agree to modifications in Service Provider's Price List, the User is allowed to terminate the Agreement within 14(fourteen) days according to § 30.6 of Terms and Conditions – in that case change of the Price List shall not take effect for this particular User, and the Agreement expires at the end of the accounting period when the termination takes effect.
11. The absence of User's notice within 14 (fourteen) days of the date of notification of the change in Service Provider's Price List shall be equivalent to consent to proposed changes.
12. If, under the Agreement, Service Provider takes, on User's demand, any actions, within above-basic hours of providing IT services, Service provider is entitled to apply increased rate of remuneration for provided IT services— in accordance to Service provider's Price List.

§ 22.

Rebates and discounts

1. In case when Service Provider, of his own fault, does not ensure minimum level of access to services, referred to in § 14.2, Service provider is entitled to make a grant of rebate for a period when minimum level of access to services wasn't provided. to the User. Rebate shall not be less than 15% (fifteen per cent) of the remuneration which he is entitled to in proportion to the period when the level of access to services wasn't provided.
2. Service provider may agree with the User individual rebates and discounts, other than referred to in paragraph 1.
3. When the User infringes the rules determine granting the rebate or discount (when it comes to payments), or withdraws the statement, which is compulsory to grant the rebate or discount (when it comes to marketing area), the User loses his right to rebates and discount the day after the day when he no longer fulfills the conditions giving entitlement to rebates and discounts.
4. User is not entitled any rights to request granting any rebates or discounts, particularly individual issues—all matters related to it shall be under the competence of Service Provider.

[CHAPTER VIII: INTELLECTUAL PROPERTY]

§ 23.

Using of intellectual property provided by Renderro

1. Software used within Renderro Platform including its source code, layout, logo etc., and also all other products of creative endeavors, which are transmitted by the User to Service provider (e.g. databases), may have a status of protected intangible goods. User is obliged to respect Service Provider's Intellectual Property Rights throughout the entire term of the Agreement and after it — under pain of liability for damages reflected in respective legal regulations.
2. All the provisions of this section associated with granting the license shall apply only to those intangible goods, to whom granting the license is possible.
3. Under those regulations Service Provider grants non-exclusive license to the User for using intangible goods, referred to in paragraph 1, through recording, copying, saving in computer memory, and adding, displaying, using, passing and storing — so far as it is necessary to proper use of Renderro Platform and IT services.
4. License, referred to in paragraph 3, is granted for entire duration of the Agreement, without territorial restrictions.

5. Unless the Parties otherwise agree, taking into consideration regulations of permitted usage, User is strictly forbidden, without Service Provider's consent:
 - a) permanent or temporary copying (reproduction) intangible goods, referred to in paragraph 1, party or fully by any means, in any form;
 - b) making any changes and modifications, modifications of sources and changes to the structure of intangible goods, referred to in paragraph 1;
 - c) using intangible goods, referred to in paragraph 1, and their parts, fragments or versions in other software;
 - d) creating software similar to Renderro Platform's software, which might be the extension or any kind of development of Renderro Platform software;
 - e) publishing, decompilation, disassemble and any other activities, which might lead to obtaining source code of Renderro Platform in violation of existing law regulations;
 - f) reselling, distributing, lending, lease, renting, making available to third Parties free of charge or with any charge intangible goods, referred to in paragraph 1, their copies, all sort of modifications and documentation —except the exhaustion of the right applies;
 - g) taking any actions disposing rights to the intangible goods, referred to in paragraph 1, in favor of third Parties.
6. Granting license, referred to in paragraph 3 above, starts the moment of performance of IT services, optionally transferring specified intangible good to be used.
7. User, without Service provider's permission shall not:
 - a) grant further licenses (sublicense) in favor of third Parties;
 - b) transfer the ownership of the license (fully or partly) in favor of third Parties;
 - c) dispose the license, (fully or partly) in favor of third Parties.
8. In case of creating any products of creative endeavors by Service Provider for the use of User (i.e. in case of integration Renderro Platform with User's infrastructure, creating new dedicated functionalities etc.) only Service Provider shall have rights and regulations related to it;
9. If the User is in arrears with any payment to the Service Provider for more than 14 (fourteen) days, User's entitlements related to using Service Provider's intangible goods, specifically software within Renderro Platform, shall be suspended for the time full repayment of any duties. Within that time the User is not allowed to use of intangible goods in any way, which belong to Service Provider — under the pain of liability for damages according to relevant rules of law.
10. In case of any doubts related to Intellectual Property Right and the array of granted license the User should strictly contact Service Provider.

§ 24.

Using External Software and Other Computer Software

1. Within Renderro Platform the User is entitled to use External Software and other computer software, which External Service Providers possess rights to.
2. Using External and other Computer Software requires acceptance and respecting the rules of User license settled by External Service Providers.
3. Within the Cloud Workstation User is entitled to install, by the use of own means, computer software provided by Service Provider.
4. Service provider prohibits installation of software which User has no appropriate rights to, specifically with regard to Intellectual Property Right (including. e.i pirated software).
5. In case it is found that:
 - a) User does not follow the rules of the license in relation to External Software or other computer software;
 - b) The User is installing illegal (pirated) software,
- Service Provider is entitled to block User's access to the External Software, and in case of Rother software— to permanent withdrawal from Service provider's infrastructure, without a prior notice to stop User from infringements.

§ 25.

Intellectual Property which belongs to the User Or third Parties In

1. Subject to the requirements of § 12 and other provisions of this clause, to the proper performance of such Agreement the User grants the license or non-exclusive sub-license to the Service Provider, for using of all intangible goods, which would be transferred to the Service Provider (particularly as computer software, documents, trademark, logo etc.), particularly throughout recording, copying, saving in computer memory, and adding, displaying, using, passing and storing on server and other fields of use which are necessary to proper performance of the Agreement. Service Provider guarantees not to use intangible foods mentioned in previous sentence for purposes other than the performance of the Agreement.
2. License, referred to in paragraph 1, is granted for the duration of the Agreement, all over the world.
3. Granting the license starts from the moment of transmitting to the Service Provider specific intangible good, irrespective of the way it will be done — particularly with the use of Cloud Storage.
4. Unless the parties have agreed otherwise, Service Provider is entitled to:
 - a) granting further licenses (sub-licenses) in favor of third Parties — within the scope of performing of the Agreement;
 - b) transferring and disposing granted license (sub-license) in favor of third Parties.

5. the User is obliged to ensure, Intellectual Property Rights to intangible goods were entitled to him, rights referred to in paragraph 1, for the entire duration of the Agreement, he is also obliged to ensure using those intangible goods by the Service Provider will not result in infringement of any rights of third Parties— under the pain of liability for damages to Service Provider.

§ 26.

Trademark license. Marketing and references

1. In connection with fulfilling by Service Provider his promotional, marketing, training and informative purposes Service Provider, with prior User's permission, is entitled to:
 - a) general informing about collaboration with the User and providing IT services in his favor;
 - b) using references and other opinions provided by or approved by the User.
2. In connection to Paragraph 1 Service Provider is entitled particularly to:
 - a) using the company's name, trademarks, logos which are not trademarks, websites' addresses, which belong to the User —for the purposes of being used on Service Provider's advertising and promotional channels, particularly on Service provider's website and on printed materials;
 - b) indicating that Service provider is collaborating with the User —without revealing confidential information related to this collaboration;
 - c) presenting references and grades on Service Provider's advertising and promotional channels, particularly on Service Provider's website and on printed materials;
 - d) prezentowania referencji i ocen potencjalnym przyszłym klientom Usługodawcy.
3. In order to use User's permission, referred to in paragraph 1 above, Service Provider shall contact the User by electronic means, sending e-mail to email address indicated by the User while registration of User's account.
4. Logo which is not a trademark and trademarks used by the Service Provider referred to in paragraphs 1-2 must comply fully to logos used by the User which are not trademarks and trademarks particularly when it comes to content (how it sounds), color, shape, proportions, protective field, font, etc. Furthermore content, form, tone and not only the impact of any advertising or promotional communication, but also graphics being used, need to be adapted appropriately to a specific characteristic of each promotional and advertising channel.
5. Service provider is entitled to report directly or indirectly registration being anyhow related to trademarks being in User's possession, especially those which in any way would be similar to trademarks or any word, word-graphic or graphic elements included in them possessed by the User.

[CHAPTER IX: LIABILITY OF THE PARTIES]

§ 27.

Service Provider's Liability

1. Considering the limitations of liability foreseen by regulations of Terms and Conditions Service Provider is not responsible for:
 - a) Renderro Platform and IT Services provided by Renderro being unfit for the User's goals and purposes;
 - b) failure to reach (in the light of available technical knowledge and reasonable costs and other expenses) all goals foreseen by the User with the use of Renderro Platform;
 - c) the effects of evading by the User collaboration with the Service provider;
 - d) inappropriate usage of Renderro Platform resulting from the User's infrastructure;
 - e) inappropriate providing IT services due to a cause on the part of the User or third Party, i.e. because of the mismatch of the device to technical requirements, non-secured User's computer;
 - f) results of unlawful interference into User's account by third Parties;
 - g) results of unlawful interference into Service Provider's systems by third Parties, regardless of Service Provider;
 - h) results of lack of User's implementation of Service provider's recommendations and instructions;
 - i) failure to comply with provisions of those Terms of use;
 - j) consequences of Intellectual Property violations by the User, especially in relation to External or other computer software;
 - k) effects of blocking the access or deleting External Software or Rother computer software;
 - l) loss of data collected and stored within Cloud Storage through the fault of the User or other third Party, regardless of Service Provider;
 - m) effects of blocking or deleting User's data as a result of violation of provisions of those Terms of use;
 - n) giving untrue, incomplete or factfully incorrect personal data including contact details;
 - o) results of force majeure.
2. Service Provider is not responsible for damages caused by the failure of the product, services or intangible goods, including the rights, provided by External Providers which are being used within Renderro Platform by the User;
3. Service Provider is not responsible for damages caused by planned interruptions within activities of Renderro Platform, particularly due to carrying out the maintenance and service works and others.
4. Service Provider is not responsible for damages loss of profit (lucrum cessans) within the meaning of article 361 of the Civil Code.

5. The agreeable liability of the Service Provider due to failure to perform or not performing or inappropriate performance of the Agreement, possible in relation to the conclusion of the Agreement and for the damage which:
 - a) Have been created as a result of action or omission of the Service Provider or people, who Service Provider is responsible for within the meaning of Art. 474 of the Civil Code, irrespective of the legal basis of the claims and the way the damage was caused;
 - b) were the result of other actions (e.g. tort),
 is limited to the amount of the remuneration due for the month preceding the month in which circumstances justifying Service Provider's responsibility appeared.
6. Service Provider is not responsible for the damages caused not intentionally.
7. Limitations and exclusions liabilities provided for in the Terms of use do not apply to the damages caused by Service Provider;
 - a) not intentionally or
 - b) the User who is a consumer – to the extent that such reduction or complete waive the liability is impossible due to generally applicable regulations.
8. In case if during the performance of the Agreement on the User's part could arise any claims linked to warranty. Parties assume that responsibility of the Service Provider towards the User on a warranty is excluded. Exclusion referred to in the previous sentence does not concern the User who is a consumer.

§ 28.

User's liability

1. User holds liability towards Service Provider in particular for:
 - a) lack of timely payments for the account of the Service Provider;
 - b) evasion of collaboration with the Service Provider;
 - c) submitting incomplete, untrue or factually inaccurate information, data and documents to the Service Provider;
 - d) delay in transferring information, data and documents to the Service Provider;
 - e) not noticing or delayed notice to the Service Provider of any significant circumstances related to performing the Agreement;
 - f) failure to following to Service Provider's recommendations, advice and orders;
 - g) using Renderro Platform and IT services not in accordance to its use or available functionalities;
 - h) using Renderro Platform and IT services for an unlawful purposes;
 - i) implementation of changes within Renderro Platform without a prior arrangement with Service Provider;
 - j) violation of intellectual property rights entitled to the Service Provider or third party, in particular external providers;
 - k) using external software and other software against the Terms of use;
 - l) collecting User's data within Renderro Platform which are against the Terms of use;
 - m) processing personal data by the User with violation of general law regulations.
2. Furthermore the User may be delict liable against third parties, if described activities or User's neglectance caused harm to third parties.
3. In circumstances described in paragraphs 1-2 and taking into account generally applicable regulations of civil law User is responsible for:
 - a) actions and omissions resulting in damage, caused by third parties, that User gave access to His account in Renderro Platform,
 - b) actions and omissions resulting in damage, if actions and omissions of third parties were direct consequence of actions and omissions of the User or people, referred to in paragraph 3 (a) above.
4. In case Service provider suffers loss, defined as actual loss and/or loss of profit within the meaning of paragraph 361 C.C. as a result of not performing or failure performance of the Agreement — as described in paragraphs 1-3 — Service provider is particularly entitled to request from the User the return of all proven costs which he has taken in terms of User's action or omission or when referred to person, referred to paragraph 3, first and foremost legal costs, IT service related costs and technical service costs.
5. In case of third party claims against the Service provider on account of User's action or omission or when referred to person, referred to paragraph 3, staying in relation with the Agreement, the User is obliged to release Service provider from the responsibility to this third party, and if that could be impossible on the ground of mandatory rules of the law or inadvisable due to circumstances of the matter —incur all verifiable costs taken by Service Provider regarding to those claims, including covering legal expenses.

[CHAPTER X: PENALTY CHARGES]

§ 29.

Penalty charges and terms of its payment

1. In case of:
 - a) Terminating of the Agreement by Service provider without notice due to User's fault, in case of one or various breaches referred to in § 28.1(g-m)— Service Provider is entitled to receive a penalty being the equivalent of twice as the amount of payment due for the tax period when the termination occurred;
 - b) Terminating of the Agreement by the User in breach of Article — Service Provider is entitled to receive a penalty being the equivalent of twice as the amount of payment due for the tax period when the termination occurred;

2. Notwithstanding the provisions of paragraph 1 above, Service Provider is entitled to receive a penalty for infringement of intellectual property rights of Service provider or third Party, in particular external Service provider. In such case Service Provider is entitled to receive a penalty, being the equivalent of twice as the amount of payment due for the tax period when the termination occurred;
3. Terminating of the Agreement by the User, referred to in paragraph 1 above, or breach, referred to in paragraph 2 above, have taken place within first accounting period, the amount of penalty is based on gratification which would be accrued for this accounting period.
4. If accrued contractual penalties do not fully overlap the damage incurred by the Party, Party has the right to claim damages, Party has the right to claim the supplementary compensation in accordance with general principles of civil law.
5. Contractual penalties shall be paid within 14 (fourteen) days of delivering request for payment —by transfer into a bank account indicated in the request.
6. Applied contractual penalties are consolidated and are not mutually exclusive, though total amount of contractual penalties may not exceed the amount of 500.000,00 zł (five hundred thousand zlotys) in relation to the Party.

[CHAPTER XI: CONTRACT TERM]

§ 30.

Expiration or termination of the Agreement/Contract

1. This Agreement is concluded for an indefinite period of time.
2. This Agreement shall be terminated ... Both Parties are entitled to terminate this Agreement by giving notice to that effect AT east 14 (fourteen) days effective at the end of calendar month, without subject to the provisions of the following paragraphs of the Article below.
3. cases and procedures (modes):
 - a) with immediate effect, i.e. without notice period, if termination of the Agreement is due to User's fault, in cases mentioned:
 - i. § 6.4 of Terms of use,
 - ii. § 28.1 of Terms of use;
 - iii. § 9.1 Entrustment Agreement;
 - b) due to important reasons directly attributable to the Service Provider, Agreement/Contract can be terminated with the 7(seven) days' notice shortened period in case of:
 - i. Service provider's withdrawals, limitations, expiration, modifications of eligibilities being the result of administrative decision, other judgement or law modifications if that affects any IT services;
 - ii. restrictions, change or complete abolition of Service Provider to conduct its business;
 - iii. disclosure of technical, organizational, staff or financial abilities allowing to fulfill the tasks being the subject of the Agreement in accordance to the fixed conditions;
 - iv. changes in status of the activity carried out by the Service Provider;
 - c) with reduced notice of termination referred to in § 5.7 of Entrustment Agreement, in case of the entering statement of opposition by the User, referred to in § 5.5 of Entrustment Agreement.
5. The User is entitled to terminate the Agreement with immediate effect i.e. without a notice of termination in case referred to in § 36.5 of Terms of use.
6. Terminating of the Agreement shall be taken in any case with Service Provider's right to remuneration in proportions of the usage period when the User was using Renderro Platform and IT services charged with a fee.
7. Terminating of the Agreement under paragraph 3-point a above is possible after prior User's written notice to end infringements of the Agreement and setting additional time limit to end infringements— no shorter period than 7 (seven) days of the date of delivery of the request.
8. Terminating of the Agreement and notice to end infringements requires making a statement to other Party sent on e-mail address:
 - a) Indicated by User while creating User's account – when the declaration is addressed to the User;
 - b) Indicated in § 34 – when the declaration is addressed to the Service Provider.
9. The Agreement expires in case of death of one of the Parties, cease to exist as a legal person, end of liquidation, insolvency or restructuring proceedings.
10. In case of termination of the Agreement by the Service Provider by the fault of the User, User is not entitled to separate claims against Service Provider, and also shall carry no right to refund of paid remuneration.

§ 31.

Renouncing from the Agreement/ Contract

1. Provisions included in this paragraph will be applied only to Users who are consumers.
2. The User may terminate the Agreement without stating the reason within 14 (fourteen) days from concluding the Agreement

3. Renouncing from the Agreement by the User requires submitting appropriate statement which should be sent to one of the Service provider's addresses indicated in § 34 of those Terms of use. Sending the appropriate statement regarding renouncement of the Agreement is sufficient to be sent before the deadline referred to in clause 1 above to valid renounce the Agreement.
4. Service Provider shall send to the User an acknowledgement of receipt to the statement on Renouncing of the Agreement.
5. In case when the User:
 - a) prior to the conclusion of the Agreement/Contract requested the Service Provider to enable him right of the service of Renderro Platform and IT services and
 - b) by the date referred to in clause 1 above, started making use of Renderro Platform and IT services with appropriate fee of charge and
 - c) has exercised his right to the Conclusion of the Agreement,
 - Service Provider is entitled to receive a gratification proportionate to the length of service provided by Renderro Platform and IT services, used by the User when the User was charged a fee.

**§ 32.
User's data removal**

1. Service Provider:
 - a) is entitled to permanent removal of User's account and User's data in case of denunciation, termination or withdrawal of the Contract by either Party within 14 days (fourteen) from the day respectively: expiring the notice period, the moment of expiry of the contract or validly waive the contract;
 - b) is entitled to permanent deleting User's account and User's data as a result of one or more of the circumstances specified in § 10.9 of the Terms and Conditions, within 14 (fourteen) days from the day when User's account has been blocked.
2. Service Provider shall be entitled to permanent removal User's data (however User's account remains) in case when the User who created the User's account and Has used all the limits mentioned in § 9.1 of the Terms and Conditions, hasn't activated payment method according to § 9.2 of the Terms and conditions and since his last logging to User's account at least 3 (three) months have elapsed.
3. At east 7 (seven)days before the scheduled date of permanent removal of User's account and User's data under the 1 paragraph mentioned above Service Provider will inform User of scheduled removal and its term and will enable collecting and storing User's data. After indicated date expiration Service Provider is enabled to permanent deletion of User's account and User's data without another notice related to collecting and storing data.

[CHAPTER XII: COMPLAINTS PROCEEDINGS]

**§ 33.
Complaints proceedings**

1. In case the User states that the Contract Has not been performed in accordance with the Terms and Conditions, the User can make a complaint.
2. Complaint can be made:
 - a) by sending complaint via email to the indicated email address: complaints@renderro.com;
 - b) by sending written complaint by registered letter on indicated Service Provider's addresss where the company is seated;
 - c) personally — at Service Provider's office.
3. Complaints should include:
 - a) User's name and surname;
 - b) company's name;
 - c) company's address;
 - d) contact data;
4. Detailed description regarding the inconsistency of the contract with Terms and Rules.
5. After receiving complaint Service Provider immediate confirms receiving it – via email on indicated email address.
6. Complaints shall be considered within 14 days (fourteen) from the day on which the complaint was lodged. The complaint will be answered by the Service Provider within the same time.

[CHAPTER XV: OTHER AND FINAL PROVISIONS]

**§ 34.
Contact with Service Provider**

1. Contact with Service Provider is possible using following ways:
 - 1) telephone: +48 691 502 484;
 - 2) e-mail address: info@renderro.com;
 - 3) postal address:
Renderro Limited Liability Company
24-110 Puławy

at Ignacy Mościcki St. 1

2. Should the Party not accept the registered letter, addressed to the Party, all correspondence will be deemed to have been effectively delivered, the last day when receiving the letter was possible.

§ 35.

List of annexes

1. All annexes are integral part of the Terms and Conditions.
2. List of annexes:
 - a) Annex No 1- <https://renderro.com/pricing/>
 - b) Annex No 2 – <https://storage.googleapis.com/renderro-mvp.appspot.com/legal/PrivacyPolicy.pdf>
 - c) Annex No 3 – <https://storage.googleapis.com/renderro-mvp.appspot.com/legal/EntrustmentAgreement.pdf>

§ 36.

The final Provisions

1. Service Provider reserves the right to make changes in Terms and Conditions in following cases:
 - a) Changes the subject and profile of business activity of Service Provider;
 - b) after making modifications on Renderro Platform or IT services Terms and Conditions require adjusting;
 - c) legal obligation of making changes, including the obligation of adjusting the Terms and Conditions to the current legislation;
2. Every document including Terms and Conditions is dated, and shall be in force from this date;
3. The User will be given a notice of planned modifications of Terms and Use via e-mail.
4. The User will be given at least two weeks' notice of planned modifications of Terms and Use;
5. In case where referred to in paragraph 2, the User is entitled to terminate the contract without the notice of termination until the modification has entered into force. Not noticing the will to terminate the contract or noticing after the modifications enter into force results is clear that User's agreement to implementation of the agreement consistent with new conditions.
6. Those terms of use are the subject to Polish law, in all cases not regulated by these regulations proper provisions of Polish law apply.
7. In terms of divergence when in translations of Terms and conditions into different languages, the Polish text shall prevail over the other language texts.
8. The column headers of organizational units (paragraphs) with their organizational nature do not affect the interpretation of the Terms and Conditions.
9. In case when any other form has been clearly reserved:
 - a) all services required by the Terms and Conditions should be made in documentary form;
 - b) all documents related to the Terms and Conditions should be made in documentary form.
10. If any provision of Terms and Conditions is found wholly or partly invalid, ineffective or unenforceable, it will not affect the validity, effectiveness and enforceability the Rest of Terms and Conditions' provisions. The parties agree that this provision to be replaced by relevant legal provision.
11. The Parties shall see to it all disputes will be settled amicably. In case if the conflict cannot be settled amicably, the conflict shall be settled by the appropriate court for the seat of the Service provider. Postanowienie zawarte w zdaniu poprzedzającym nie dotyczy sporu z Użytkownikiem będącym konsumentem.
12. The User being a consumer has a possibility to use out-of-court complaint and redress procedures. Detailed information regarding the possibility of using, by the User, out-of-court complaint and redress procedures and the rules of gaining access to those procedures are accessible in head offices and on their voivodeship (municipal) websites of Consumer Ombudsmen, social organizations, whose statutory responsibilities are protection of consumers, the Voivodeship Inspectorate of State Trade and on the office for Competition and Consumer Protection's website (www.uokik.gov.pl). The User, who is a consumer, may use the platform for Online Dispute Resolution (ODR) available at the internet address <http://ec.europa.eu/consumers/odr/>.
13. Those Terms and Conditions apply from the 1st October 2020.

Side to side comparison of English and Polish version available here: https://storage.googleapis.com/renderro-mvp.appspot.com/legal/PL-ENG_TermsAndConditions.pdf