

TERMS AND CONDITIONS OF SERVICES PROVIDED BY GREYWIZARD.COM

§ 1. [Definitions]

- 1) **Service Provider** – Grey Wizard Sp. z o.o. seated in Poznań, ul. Palacza 113, 60-273 Poznań, entered into the Register of Entrepreneurs under National Court Register number 0000512326 whose files are kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register, that uses tax identification number (NIP): 7792422423 and REGON statistical number: 302744400. The Service Provider uses the following email address: support@greywizard.com and the following phone number: +22 201 33 13.
- 2) **Service Provider's Website** – website accessible to internet users at the following address: <https://greywizard.com/>. Through the website users have access to electronic Services offered by the Service Provider.
- 3) **Customer** – natural person, legal person or organizational unit that has no legal personality but has legal capacity under the act of law and uses Services through the Website. In the case of natural persons, only a person with full legal capacity can be the Customer.
- 4) **Service** – provided by Service Provider, remitted, available to the Customer after conclusion of an agreement which consists in detection and alleviation of cyberattacks that target Customer's Website.
- 5) **Customer's Website** – website or web application specified by the Customer whom provision of Services will regard.
- 6) **Cyberattack** – DDoS attack, LAND, volume attack, application attack: third person activity that consists in an attack on the Customer's computer system or a web service in order to block its operation through seizure of all free resources, including in particular an attack conducted simultaneously from a few devices connected to the internet that may result in disconnection or limitation of availability of Customer's Website for end users.
- 7) **Customer Account and Panel** – a separate space within the Service Provider's Website where data are saved, including data regarding the Customer and Customer's Websites. The Customer obtains access to Account and Panel after logging into the Service Provider's Website and they can use them to enter, modify and delete data, especially data regarding Customer's Websites.
- 8) **Agreement** – agreement for provision of electronic services whose subject is provision of Services by the Service Provider to the Customer concluded between the Service Provider and the Customer in writing. The Agreement is concluded under terms specified in the Terms and Conditions, including annexes. In case of inconsistencies between

provisions of the Terms and Conditions and the Agreement, provisions of the Agreement shall apply first.

- 9) **Terms and conditions** – this document that specifies the rules of provision of electronic Services, in particular the rights and obligations of the Service Provider and the Customer.
- 10) **Working day** – weekdays from Monday to Friday, excluding public holidays.
- 11) **Consumer** – Customer who is a natural person that uses Services with no connection to the Customer's economic or professional activity (consumer as defined by art. 23¹ of the Civil code).

§ 2. [Technical requirements that must be met to use the Service]

1. In order to use the Service Provider's Website and, thus, Services, the Customer has to meet the following technical requirements:
 - a. internet access,
 - b. possession of devices that enable the use of internet resources,
 - c. access to internet browser (Mozilla Firefox, Internet Explorer, Chrome, Opera) in possibly the latest version on the day of commencement of Services that enables display of hypertext documents connected on the internet by web service and supports JavaScript programming language as well as accepts cookies,
 - d. in order to register on the Website one must have an active email account and active phone number that enables making and receiving calls.
2. The Service Provider specifically emphasizes that it is strictly forbidden to place any illegal content on the Service Provider's Website. It particularly regards content that incites to racial, ethnic, or religious hate, pornographic content, content that praises fascism, Nazism or communism, promotes violence, offends religious feelings or violates other people's rights.
3. It is in particular forbidden to post on the Service Provider's Website materials that in any way violate copyrights or trademark protection rights.
4. The Service Provider declares that using of electronic services may be related to a typical, commonly known risk accompanying the use of IT equipment and the internet. Because of that the Service Provider recommends that Customers undertake such measures as anti-virus software or firewall that increase security and minimize such a risk.

§ 3. [Conclusion of the Agreement, Customer Panel]

1. The condition for the Customer to start using Services is to conclude the Agreement.
2. In order to conclude the Agreement, the Customer contacts Service Provider's consultant via email, phone, chat or contact form that is available on the Website.

3. During conversation with the Customer, the consultant, on the basis of conducted interview, specifies the scope of Services with the Customer (in particular their parameters) and emails the offer along with draft Agreement.
4. The consultant offers the Customer the possibility to use Services for 10 (in words: ten) days free of charge before the Agreement is concluded.
5. After conclusion of the Agreement the Service Provider opens an Account for the Customer on the Website and sends the Customer a link to the Customer Panel.
6. The Customer has the right to grant any person access to the Customer Panel, giving them the name, last name and email address. Actions or negligence on the part of such a person will be treated as actions or negligence on the part of the Customer.

§ 4. [Conclusion of Agreement for commencement of provision of Services]

1. The Agreement shall be null and void unless concluded in writing.
2. Commencement of provision of Services takes place the moment that is specified in the Agreement.

§ 5. [Remuneration]

Under the Agreement (provision of Services or readiness to their provision) the Service Provider shall receive remuneration from the Customer in line with the terms specified in the Agreement.

§ 6. [Complaints]

1. If the Customer believes the Services are provided incorrectly, the Customer has the right to submit a complaint via email to the Service Provider's address (as specified in § 1 point 1 of the Terms and conditions). The Service Provider asks the Customer to include the following details in the complaint: (a) precise Customer details, (b) the most specific description of irregularities in provision of the Service possible, (c) the date when irregularities began and their duration, (d) indication of the preferred solution of the complaint. The Service Provider assures that if need be he shall turn to the Customer (in what form and via which medium), asking to complement the complaint. The aim of possible additional questions or requests on the part of the Service Provider shall be made exclusively for the Customer's sake and in order to solve the submitted complaint in the best and fastest possible way.
2. Complaints shall be considered within 30 days upon their submission. Responses to complaints shall be delivered via email.

§ 7. [Service Provider's responsibility towards Customers]

1. The Customer acknowledges that the subject of the Services is to undertake actions aiming at detection and alleviation of the effects of Cyberattacks and the Service Provider

does not guarantee that his actions will stop the effects of all Cyberattacks that target Customer's Websites.

2. Proper performance of the Agreement is understood as provision of Services within guaranteed availability of Services as specified in **Annex no 2** to the Terms and conditions.
3. The Service Provider bears the responsibility in connection with failure to perform or improper performance of the Agreement with limitation of responsibility to the harm the Customer actually suffered. This provision is not binding for Consumers.
4. The Service Provider is not responsible for failure to perform or improper performance of the Agreement, especially if failure to perform or improper performance took place in the aftermath of circumstances caused by:
 - 1) force majeure,
 - 1) within Cyberattacks – actions or negligence of third party which the Service Provider, despite due diligence, could not prevent,
 - 2) actions or negligence of third party for whose actions or negligence the Service Provider is not responsible,
 - 3) actions performed in the Customer Panel with the use of login data set by the Customer,
 - 4) errors in the software of the Customer's Website,
 - 5) malfunction of the equipment of Customers or their providers of telecommunication services, including internet access service,
 - 6) the Customer or people for whose actions or negligence the Customer is responsible.
5. Regardless of provisions of the previous sections, any responsibility of the Service Provider for failure to perform or improper performance of the Agreement, excluding responsibility for the harm made by the Service Provider on willful misconduct, is limited to the threefold of the basic remuneration for one billing period for all incidents together that occurred under duration of the Agreement. This provision is not binding for Consumers.

§ 8. [Withdrawal from the Agreement]

1. The Customer who is a Consumer has the right to withdraw from the Agreement within 14 days upon its conclusion.
2. In case the Consumer decides to exercise their right to withdraw from the Agreement, the instruction of conduct from **Annex no 1** to the Terms and conditions shall apply.

§ 9. [Personal data, privacy]

Information on processing of Customers' personal data and on data that are accumulated by the Service Provider is available in a separate document – Privacy Policy that can be found on the Service Provider's Website at greywizard.com/privacy-policy.

§ 10. [Final provisions]

1. To the matters not regulated by the Terms and conditions provisions of the Polish law shall be applicable.
2. Any and all disputes that may arise between the Service Provider and the Customer on the basis of or in relation to the Agreement they have concluded under the Terms and conditions and in relation with interpretation of provisions of the Terms and conditions, shall be settled by a competent common court seated in Poznań (Poland). Provision of the preceding sentence is not binding for Consumers.
3. Each Customer has the right to download the Terms and conditions for printout from greywizard.com/regulations and save it on their own data storage device.
4. The Terms and conditions come into force on 6.10.2017.



Annex no 1 to the Terms and conditions of services provided within greywizard.com website

Instruction on the right to withdraw from the Agreement

The right to withdraw from the agreement

You have the right to withdraw from the agreement within 14 days without giving any reasons.

The deadline to withdraw from the agreement expires 14 days after its conclusion.

In order to exercise your right to withdraw from the agreement, you have to inform us: Grey Wizard Sp. z o.o. seated in Poznań, ul. Palacza 113, 60-273 Poznań, entered into the Register of Entrepreneurs under National Court Register number 0000512326 whose files are kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register, that uses tax identification number (NIP): 7792422423 and REGON statistical number: 302744400, email address: support@greywizard.com,, about your decision to withdraw from the agreement in a unanimous declaration (for instance a letter sent by mail, fax or email).

In order to keep the deadline for withdrawal from the agreement, you only need to send information on exercising of the right to withdraw from the agreement before the deadline expires. The information can be submitted in writing or via email to support@greywizard.com.

Effects of withdrawal from the agreement

In case you withdraw from the agreement, we return to you all the payments you made immediately or in any case no later than within 14 days upon the day we received information on your decision to exercise the right to withdraw from the agreement. The return of payments will be made the same method you used in the primary transaction, unless you explicitly agreed to a different solution; in any case you will not incur any costs in relation to this return.

If you demanded that the commencement of provision of services takes place before the deadline to withdraw from the agreement expires, you shall pay us the amount proportionate to the range of services provided by the moment you informed us about the decision to withdraw from the agreement.