

# **Regulations for using the UseCrypt Safe service (version 1.3)**

**September 19th, 2018**

These regulations constitute an agreement between the User and UseCrypt S.A. that governs the terms of the User's use of the product, software, and UseCrypt Safe services (collectively 'the Service'). It is important for the User to read and understand the following terms. By clicking the 'I Accept' button, the User agrees that these terms will apply if the User decides to access or use the UseCrypt Safe service.

## **1. General provisions.**

1.1. These regulations ('the Regulations') specify the terms, types and scope, including the rights and obligations of the parties and the complaint procedure for the provision of the UseCrypt Safe Service rendered by the Service Provider to Users electronically, using dedicated software, consisting of storing electronic data on the Service Provider's external servers, by sending and receiving them via the public internet network using data encryption technologies and securing HVKM encryption keys and encrypted data transmission using UST technology.

1.2. The Service is provided on the basis of the UseCrypt Safe platform and requires licence rights and compliance with the agreement concluded during the installation of the UseCrypt Safe platform.

1.3. Expressing consent to comply with the Regulations during the process of starting up the Service is tantamount to full acceptance of all terms specified therein, and the User's acceptance of the commitment to comply with obligations imposed on Users in the Regulations.

1.4. The rights of Users using the Service for free are subject to relevant time- and subject-related limitations specified in the Regulations or information provided to the User during the registration process or as part of individual Service provision agreements.

1.5. The Regulations are available to the User on the Service Provider's website ([www.usecrypt.com/regulamin](http://www.usecrypt.com/regulamin)), in a format that enables easy downloading, saving and printing.

## **2. Definition of terms used in the Regulations.**

2.1. 'Service Provider' means UseCrypt S.A. with its registered office in Warsaw, Poland (postal code: 00-124), ul. Jana Pawła II 12, entered into the National Court Register under number 0000577049, NIP (Tax ID) 5272745461, Regon (National Business Registry number) 362574367, share capital PLN 229,400.00 (paid in full).

2.2. 'UseCrypt Safe Service' means the service provided electronically via the internet, consisting of granting a Licence to use the software tools of the UseCrypt Safe platform.

2.3. 'User' means an entity using the UseCrypt Safe Service who is a natural person, legal entity or organisational unit without legal personality required to comply with these Terms.

2.4. 'Service Owner' means a User who has ordered the service, with full access to all drives under this service. The Owner decides who may use the service drives.

- 2.5. 'UseCrypt Safe' means an ICT system based on UseCrypt Safe's proprietary cryptographic mechanisms enabling secure data storage in a remote location, and secure sharing thereof.
- 2.6. 'Platform' means a specific installation of the UseCrypt Safe system in an environment defined by the access domain (e.g. safe1.usecrypt.com).
- 2.7. 'Licence' means the User's right to use the User Account under the UseCrypt Safe Service on a given Platform. It is assigned by the Package Payer, who defines the Licence User by their e-mail address.
- 2.8. 'User Account' means an individual account registered in the Access Application representing the User on a given Platform. Each User Account has a Personal Service assigned to it owned by the Payer.
- 2.9. 'User Configuration' means an encrypted file containing a HVKM key closely linked to the User Account protected by their Password. Loss of the User Configuration makes it impossible to log in to the Safe.
- 2.10. 'Recovery Configuration' means an encrypted file protected by a Recover Password that allows you to restore the User Configuration and set up a new User Password. The Recovery Configuration together with the Recovery Password allow you to take over sole control of the User's Account, and should be subject to special protection against access by third parties.
- 2.11. 'Login' means a string of characters in the form of an e-mail address that the User uses to identify themselves on the Platform. The Login is unique within the framework of the Platform.
- 2.12. 'User's Password' means a string of characters that the User uses to authenticate themselves on the Platform.
- 2.13. 'Safe' means a protected structure created at the moment of creation of a User Account and closely linked to the Account through which the User gains access to the resources and functionalities of specific Services.
- 2.14. 'Service' means disk space divided into Drives.
- 2.15. 'Drive' means a secure data warehouse of a certain capacity used for file storage. The Drive is part of the Service.
- 2.16. The Service Owner designates Users who have access to the Drive.
- 2.17. 'Personal Service' means a Service directed to a single User that contains one drive.
- 2.18. 'Team Service' is a Service directed to companies and communities that allows sharing multiple Drives.
- 2.19. 'Service Operator' means a Service User designated by the Service Owner to manage this Service and Drives available as part of the Service, with the exception of accessing their content. There is an extended role of the Trusted Service Operator, having rights identical to those of the Service Owner, including the ability to read data from all Drives in the Service.
- 2.20. 'Trusted Installation' means a device/installed access application pair that has been authorised to connect to the User's Safe.
- 2.21. 'Access application' means the UseCrypt Safe application designed to be installed on a User's computer allowing Users to use the UseCrypt Safe Service.
- 2.22. 'Package' means an ordered set of Licences, Guest Accounts and a Team Service. The Package must include at least one Licence assigned to the Payer.
- 2.23. 'Payer' means a User who ordered and paid for a Package subscription. A Payer has the right to access all data stored as part of the Services associated with their Package using their User Account (i.e. they are the Owner of these Services).
- 2.24. 'Trial Package' is a special Package with a fixed scope and validity period, entitling you to use the UseCrypt Safe Service free of charge to trial it.

2.25. 'Subscription Fee' means a flat monthly fee of the Service Provider for the provision of the UseCrypt Safe Service, the payment of which, as per the parameters of the Package selected and paid for by the Payer, is a necessary condition for the Service Provider's provision of the UseCrypt Safe Service.

2.26. 'Dedicated Terms' means dedicated terms included in a separate agreement between the Service Provider and a specific entity, giving a party to the agreement special rights to use the UseCrypt Safe Service. The party to the agreement and entities specified in the agreement are covered by the terms contained in the 'Dedicated Terms' and the 'Regulations of Use of the UseCrypt Safe Service' contained herein. In the case of separate provisions regulating an identical issue, the 'Dedicated Terms' shall prevail in relation to the 'Regulations of Use of the UseCrypt Safe Service'.

2.27. 'User Database' means a set of personal data of Users of the UseCrypt Safe Service that are collected and processed in an orderly manner by the Service Provider as the personal data administrator in accordance with the Privacy Policy.

2.28. 'Privacy Policy' means a document established by the Service Provider in accordance with the requirements of the Personal Data Protection Act, comprehensively regulating the processing of personal data in the Service Provider's enterprise, and the provisions of which are supplementary to the provisions of the Regulations regarding the rules of processing Users' personal data in connection with the provision of the UseCrypt Safe Service. The document is available at [www.usecrypt.com/prywatnosc](http://www.usecrypt.com/prywatnosc).

2.29. 'Settlement Agent' means SIX PAYMENT SERVICES (EUROPE) SA BRANCH IN POLAND with headquarters in Warsaw at ul. Prosta 32, 00-838 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under KRS (National Court Register) number 0000367560 by the District Court for the Capital City of Warsaw in Warsaw, 12th Economic Division of the National Court Register under number 0000694017, with NIP (Tax ID): 107-001-73-60, being an entity providing payment services within the meaning of the Act of 19 August 2011 on Payment Services (Polish Journal of Laws of 2011, No 199, item 1175, as amended).

2.30. 'Payment Operator' means Straal Sp. z o.o. with headquarters in Warsaw at Plac Europejski 1 lok. 40, entered into the Register of Entrepreneurs of the National Court Register under KRS (National Court Register) number 0000367560 by the District Court for the Capital City of Warsaw in Warsaw, 12th Economic Division of the National Court Register under number 0000367560, with NIP (Tax ID): 527-282-05-82.

2.31. 'Guest Account' means a special type of User Account intended for occasional use of the UseCrypt Safe Service. It may have limitations compared with a full User Account (in terms of available functionalities or capacity).

### **3. Activation of the service, functionalities, type and scope of the service provided.**

3.1. In order to use the Platform, it is necessary to register a User Account (in the Access Application) and correctly enter the authorisation code generated by the Service Provider to the e-mail address provided by the User during registration.

3.2. Installation of the Access Application is possible via the website at [www.usecrypt.com/aplikacja](http://www.usecrypt.com/aplikacja).

3.3. During account registration, the User must accept the Regulations.

3.4. At the time of creating a User Account, an individual Safe is created for that User.

3.5. The Safe enables the storage of data on Service Drives and providing access to these data to other Users of UseCrypt Safe Service that have an Account on the given Platform. The availability of Services and Drives within a given Safe depends on the User's rights.

3.6. A Personal Service contains, in particular:

a) The Service User receives one Drive with a specific capacity that is available as part of the Safe.

b) The Service User is the only Drive User with the exception of the Payer, who has the right to view the contents of the Drive.

3.7. A Team Service contains, in particular:

a) The Service Owner is given the opportunity to create a selected number of Drives with a specific capacity.

b) The Service Owner automatically becomes the User of the first Drive as part of the Service.

c) For each of the other Drives, the Service Owner may assign a Drive User by indicating them from among the Users of the given Service.

d) The Service Owner can view all data on all Drives as part of the ordered Service.

e) The Service Owner may appoint a Service Operator responsible for managing the Service, with the exception of the ability to view data in individual Disks.

3.8. Provided that the User accepts the provisions of these Regulations and fulfils the conditions specified therein, the Service Provider is required to provide a Service consisting of:

a) granting a Licence to use the software tools that make up the UseCrypt Safe Service;

b) during the registration process, enabling the User to backup the configuration files of the Access Application (user cryptographic data) on a local data carrier, and to restore the Access Application's configuration files from a local data carrier in the case of loss of access to the Access Application.

3.9. Services provided to a given User have certain parameters, such as, in particular:

a) length of the period in which the User has the right to use the UseCrypt Safe Service;

b) amount of available disk space;

c) number of User Safes;

d) the potential option of using additional, optional functional modules, or the size of the disk space depend on the Package purchased by the given Payer. The Package must include at least one Licence. The first Licence included in the Package is automatically assigned to the Payer and cannot be assigned to another User. The maximum number of licences that can be ordered by one Payer is 25. The Payer may order an unlimited amount of disk space and Guest Accounts.

3.10. Users who have activated their accounts as part of the free Trial Package are entitled to use the UseCrypt Safe Service in order to get acquainted with the rules of its operation during the trial period, the length of which depends on the Service Provider's current offer, and may be subject to change.

3.11. The limited right to use the UseCrypt Safe Service free of charge as part of the Trial Package expires if the period of free use of the Service expires and if, during this period, the User did not decide to activate their account by ordering the Package and paying the applicable Subscription Fee.

3.12. Users who have registered and selected the paid Package are entitled to use the UseCrypt Safe Service in the scope corresponding to the parameters of the ordered Package only after paying the applicable Subscription Fee for the purchased Package. While waiting for the payment of the Subscription Fee to be processed, the User may use the UseCrypt Safe Service as part of the Trial Package.

3.13. If, before the end of the period of use of the UseCrypt Safe Service resulting from a paid subscription period, the User does not decide to pay the applicable Subscription Fee extending the agreement for paid use of the Service, the User loses all rights to use the UseCrypt Safe Service, including the loss of data stored on the Service Provider's infrastructure.

#### **4. Data stored in the Safe.**

4.1. The Service Provider ensures the protection of data stored in the Safe against access by third parties, except for the persons (Users) to whom the User has given access. The Service Provider does not interfere and is not responsible for access granted by Users among each other.

4.2. The security of data stored in the Safe is ensured by the use of a Password together with a Login and User Configuration as a means of authorising access to the Safe and, each time, authenticating the account on newly added devices only granting consent to trusted installations.

4.3. From the Safe level, Users can manage the data in the Safe, and can browse, modify and delete the data, as well as provide access to the data to other persons at their own discretion and on their own responsibility, subject to the provisions below.

4.4. Users are required to protect the Password, User Configuration, Recovery Configuration and Recovery Password against access by third parties.

4.5. Users may change the Password to a new one at any time. In particular, if a User suspects that the Password protecting access to the Account is in unauthorised possession by a third party, they are required to change it immediately.

4.6. Users are solely responsible for the security of the Password and all cases of both authorised and unauthorised use of the User's Safe using the Password together with the Login.

4.7. The Service Provider does not have access to the data stored in the Safe and is not responsible for their content.

#### **5. Terms of use of the UseCrypt Safe Service. Rights and obligations of the parties. Liability of the parties.**

5.1. In order to use the UseCrypt Safe Service, a User should have access to the internet, i.e. computer equipment with internet access with a minimum internet bandwidth of 128 Kbps, and one of the following internet browsers installed: Internet Explorer version 6.0 or later, or Firefox version 3.0 or newer.

5.2. Users are entitled to use the UseCrypt Safe Platform in a location and time of their choosing, on up to three (3) working devices of their choosing, for the duration of the activity period of the UseCrypt Safe Service solely to the extent necessary to use the UseCrypt Safe Service, in accordance with the rules set out herein. It is prohibited to transfer the rights resulting from the activation and use of the UseCrypt Safe Service (irrespective of the form) to other entities, subject to the provisions of these Regulations.

5.3. Users may not place contents in the Safe that are not related to the purposes of the UseCrypt Safe Platform and, in particular, may not post content, in any form, that violates the rights of others, is contrary to legal regulations, principles of morality or rules of social coexistence, or advertising content.

5.4. Users are solely responsible for creating, managing, editing, browsing, sorting, deleting and in any other way controlling the data stored on the Account. Users acknowledge that the Service Provider acts as a passive transmission channel.

5.5. Users may use the Account only for lawful purposes.

5.6. Users agree not to take any actions that could violate the rights of third parties, lead to breaking the Passwords or Logins of other Users, or attempts to access third party data or generate excessive loads on connections and other infrastructure based on which the UseCrypt Safe Service is provided.

5.7. Users agree not to undertake or enable other persons to carry out modifications, creation of derivative elements, translation, decompilation, disassembly or breaking of the Platform's code or any part thereof.

5.8. Users are prohibited from:

a) deleting, making any changes to the content sent as part of the Platform (to and from the server on which the System operates), and especially interception or monitoring of the content;  
b) introducing viruses, worms, internet programs and other codes or instructions to cause a failure of, delete, damage or disassemble the Platform, or having this effect.

5.9. The Service Provider may outsource the maintenance of the System to third parties.

5.10. Users bear sole responsibility for the actions and omissions of the Users to whom they have granted access to their Safe.

5.11. The Service Provider operates the Platform and provides the UseCrypt Safe Service with due diligence and in accordance with its knowledge and technical capabilities.

5.12. The Service Provider is not responsible for the contents of the User's Safe.

5.13. The Service Provider has the right to request the User to cease any actions within the UseCrypt Safe Service if they are considered undesirable by the Service Provider, even if they do not violate these Regulations – such a request will be sent to the User's e-mail address or in a different form.

5.14. The Service Provider is not responsible for access to data gathered in the Safe by unauthorised persons if these persons gained access to such data due to the User's deliberate or accidental actions.

5.15. The Service Provider is not liable for damages caused as a result of faulty operation of the Platform or Safe that is not the fault of the Service Provider, including for reasons attributable to other telecommunications operators.

5.16. The Service Provider is not responsible for providing Logins, other User data or system log entries concerning the User placed on the UseCrypt Safe Service to authorised persons on the basis of applicable law.

5.17. The Service Provider is not responsible for data loss caused by the failure of hardware, ICT systems or other circumstances beyond the Service Provider's control. In particular, the Service Provider has no physical means of viewing the content of Users' files stored in the Safe, or of recovering or taking over their User Account.

5.18. The liability of the Service Provider for damages resulting from non-performance or improper performance of the UseCrypt Safe Service is limited to the value of the remuneration received by the Service Provider from the User for the provision of the UseCrypt Safe Service. The provision of the previous sentence does not apply to consumers within the meaning of Article 221 of the Polish Civil Code.

5.19. The Service Provider may, at any time, without informing Users, extend the Service with additional elements and functions. The Service Provider reserves the right to repair errors, update and modify the Platform, and change, stop or suspend the use of any version of the Platform by the User that the User may already have had access to or that they may have already installed without notifying the User, in order to repair, improve or update technology, or for any other legitimate reason.

5.20. All intellectual property rights of the Platform are the property of the Service Provider. Pursuant to the provisions of these Regulations, Users may use the Platform only to the extent specified in these Regulations. Unauthorised use of the Platform is a violation of the provisions of the Regulations and copyrights of the Service Provider. All proprietary and intellectual property rights to works owned by a third party that are not part of the Platform's content, but that can be accessed while using the UseCrypt Safe Service are the property of the respective

owners of the works, and are protected by copyright or other laws on the protection of intellectual property.

5.21. Users shall report technical problems related to the use of the UseCrypt Safe Service via an e-mail sent to [helpdesk@usecrypt.com](mailto:helpdesk@usecrypt.com).

5.22. The Service Provider agrees not to disclose Users' identifying data and data saved on the Account to third parties, except for cases specified by law and except for persons authorised by the User.

5.23. The Service Provider reserves the right to:

- a) periodically suspend access to the UseCrypt Safe Service in connection with expansion or maintenance of the Service Provider's ICT systems;
- b) sporadic, short breaks in access to the Platform and Account without giving reasons;
- c) immediately cease using the UseCrypt Safe Service if a User violates the provisions of the Regulations or the copyrights of the Service Provider, of which the User will be immediately informed by the Service Provider;
- d) change the functionality and functional features and capabilities of the Platform and the Safe.

5.24. The Service Provider reserves the right to discontinue the UseCrypt Safe Service if a User grossly or persistently:

- a) acts in a way that may hinder or destabilise the operation of the Platform and the use of the UseCrypt Safe Service, including by other Users, aimed at undermining the stability of the Service Provider's ICT systems or deterioration of the services provided by the Service Provider;
- b) violates the legally protected interests of third parties, in particular their copyrights or personal rights;
- c) uses the Service for promotional and advertising purposes, in particular for presenting advertisements.

5.25. Unless required by law, the User accepts that the Account is not transferable, and that all rights to the Login and Password or files located in the Safe will expire upon their death. Upon receipt of a copy of the User's death certificate, the Account may be closed and all content in the Safe may be deleted.

5.26. The detailed subject- and time-related scope of the UseCrypt Safe Service, as well as the possible existence of rights to additional options, depend on the parameters of the Package that was purchased or made available free of charge.

5.27. Users will be notified of the expiration of the period during which they are entitled to use the UseCrypt Safe Service, at least seven days before the end of this period:

- a) via electronic mail to the e-mail address provided by the User in the registration procedure;
- b) by means of a message displayed in the Access Application – only if it is activated by the User during a period of 14 days preceding the expiration of the provision of the UseCrypt Safe Service.

5.28. The message about the expiration of the period entitling someone to use the UseCrypt Safe Service will contain an indication of the conditions and the possibility of a paid extension of it.

## **6. Rules of subscription fees, changes and agreement renewals.**

6.1. Users who want to use the UseCrypt Safe Service as part of a Paid Package are required to pay the Subscription Fee in accordance with the selected Package and price list available at [www.usecrypt.com](http://www.usecrypt.com).

6.2. The Subscription Fee for the ordered Package may be paid in the monthly and one-off payment system, payable in advance for each term of the Agreement. If the cyclical payment

option is chosen for the Subscription Fee, this fee is calculated and charged on the same day of each subsequent month of the Agreement's validity, and in the event that such a day does not exist in a given month, on the last day of that month.

6.3. The Subscription Fee is payable via the system provided by the Settlement Agent.

6.4. Subscription Fees for subsequent periods in which the UseCrypt Safe Service is to be provided under the Paid Package shall be paid in accordance with these Regulations.

6.5. During the period when the User is entitled to use the Paid Package, the User is entitled to change the parameters of the Package. In such a case, the User is obliged to pay to the Service Provider the Subscription Fee plus the fee for the new components of the updated Package. The period of using the UseCrypt Safe Service cannot be extended with respect to the originally selected Package. The Subscription Fee for changing the parameters of the Package is charged at the time it is ordered, and then it is added to the Subscription Fee due for the billing period in which the parameters of the Package were changed, and for each subsequent billing period.

6.6. Payments via the payment system can only be made by persons authorised to use the given instrument based on which the payment is made, in particular, the given payment card or bank account may be used only by their authorised holder.

6.7. The payment is made by debiting the payment card (credit, debit card, etc.) using the payment systems operated by the Settlement Agent.

6.8. The Service Provider issues the User with a VAT invoice on the day of receipt of the Subscription Fee; such an invoice documents the sale of the Package to the User in accordance with the requirements of the Value Added Tax Act of 11 March 2004 (Polish Journal of Laws of 2016, item 710, as amended). The Service User agrees to be issued with VAT invoices and have them delivered in electronic form within the meaning of the Act referred to in the previous sentence, without the Service Provider's signature.

6.9. Non-payment of the Subscription Fee for a subsequent period before the end of the Agreement term shall mean resignation from its extension, resulting in the deactivation of UseCrypt Safe Services for all Users associated with the free Package for a period of 14 calendar days, and then if no action is taken by the User (Payer) to continue the Agreement, the Services associated with the Package will be removed and the data that was stored on them will be lost.

## **7. Expiration of entitlements and termination of the agreement.**

7.1. Termination of the agreement for the provision of the UseCrypt Safe Service shall occur as a result of:

- a) the expiry of the period for which the agreement was concluded, if the User has not decided to extend it for a fee not paying the subscription fee for the next annual period;
- b) a User submitting a statement on withdrawal from further use of the UseCrypt Safe Service by submitting appropriate instructions through the User Panel, or sending a written statement of such withdrawal to the address of the Service Provider's headquarters;
- c) a User submitting a request for the cessation of the processing of personal data necessary for the further provision of the UseCrypt Safe Service;
- d) a unilateral declaration of will of the Service Provider on termination of the agreement with immediate effect if the User:
  - uses the User Account in a manner contrary to the Regulations;
  - provides incorrect, incomplete or false data during the registration process;
  - uses the UseCrypt Safe Service provided by the Service Provider to store unlawful content, violating the absolute prohibition set out in the Regulations;

- uses the UseCrypt Safe Service in a manner that could jeopardise the interests of the Service Provider or third parties by violating the rules of fair trading, in particular by failing to comply with the law;
- violates generally applicable security standards in the network by failing to properly protect their equipment against external attacks;
- uses the UseCrypt Safe Service in a manner that may lead to a disruption of the proper functioning of the Service Provider's ICT systems and the proper provision of the UseCrypt Safe Service to Users;
- sends out computer viruses or other types of malware.

7.2. The Service Provider has the right to discontinue providing the UseCrypt Safe Service for Users using the Trial Package at any time without giving a reason, while the exercise of this right will take place, in particular, if the User violates any provisions of the Regulations.

7.3. The Service Provider has the right to remove the Service provided as part of the Trial Package in the event of inactivity related to its use within one month of the last activity. 'Activity' means the use of login data to access the Service. The Service Provider will inform the User by e-mail sent to the address provided during the registration process, at least seven days prior to the planned date of removal of the inactive Service. New User activity in this period will be perceived as a willingness to continue using the Service, and will move the account being designated as inactive to the next verification.

7.4. Users using the Paid Package may withdraw from using the UseCrypt Safe Service at any time without giving a reason; however, the Service Provider will keep the Individual User Account until the end of the paid period of the agreement, unless the User explicitly requests its removal. Withdrawal from using the UseCrypt Safe Service or a request to delete an account does not entitle the Package Payer to claim a refund of paid subscription fees.

7.5. A User who is a natural person and who has paid a Subscription Fee, thus concluding an agreement with the Service Provider for paid use of the UseCrypt Safe Service, may withdraw from the agreement without giving a reason within 10 days from the date of the agreement (payment of the Subscription Fee). The declaration of withdrawal should be submitted in writing indicating the data enabling the User's identification (name and surname), mailing address and bank account number to which the subscription fee paid should be refunded.

7.6. The Service Provider reserves the right to refuse to provide the UseCrypt Safe Service to Users who intend to set up or sets up an Individual User Account again after previously deleting their account due to a breach of the Regulations.

## **8. Complaints.**

8.1. In the event of a break in the provision of the UseCrypt Safe Service, the Service Provider – at the written request of the Paid Package Payer submitted within 14 days from the end of the break – is obliged to refund the Subscription Fee to the User for the period of the break; further liability for damages is excluded to the maximum extent permitted by law;

8.2. The User may submit complaints related to the occurrence of any irregularities in the functioning of the Platform, or irregularities in the implementation of the UseCrypt Safe Service by sending an appropriate request, in writing, to the mailing address of the Service Provider.

8.3. Complaints should contain, at minimum, the User's identifying details, the subject of the complaint, and a justification for submitting the complaint. Complaints that do not contain the above data will not be considered.

8.4. Complaints may be filed within one month from the date on which the UseCrypt Safe Service was improperly performed or was to be performed, or from the date of delivery of an invoice containing an incorrect calculation of the Subscription Fee for the provision of the UseCrypt Safe Service. Complaints filed after the expiry of this period will not be considered.

## **9. Consumers' rights to withdraw from the agreement.**

9.1. The Service User, being a consumer within the meaning of the Polish Civil Code and applicable provisions of law, may withdraw from a distance contract with the Service Provider based on which it provides the UseCrypt Safe Service without giving a reason within 14 calendar days (in words: fourteen days) from the date of its conclusion.

9.2. If the User withdraws from the agreement in accordance with item 10.1. of the Regulations, the Service Provider may ask the User to pay any reasonable costs of withdrawal from the Agreement, provided that the Service Provider, with the consent of the Service User, provided the UseCrypt Safe Service before the end of the period allowing withdrawal.

9.3. The Regulations contain instructions on the right to withdraw from the agreement by a Service User who is a Consumer.

## **10. Final provisions.**

10.1. In the event of discrepancies between the Regulations and the provisions of the individual UseCrypt Safe Service agreements concluded by the Service Provider, the provisions of these agreements shall prevail.

10.2. The Service Provider is entitled to amend the provisions of the Regulations at any time and at its own discretion, taking into account the interests of the Client, subject to the following provisions. The Regulations may be amended, in particular, due to important reasons, including changes in the manner of provision of the UseCrypt Safe Service or others covered by the Regulations in connection with their development or in connection with changes in applicable law or the issuing of decisions of administrative bodies binding upon the Service Provider. The Service Provider has the right to decide whether the Service User for whom the provision of the UseCrypt Safe Service was commenced prior to the change of the Regulations will be bound by the provisions of the new Regulations. If the Service Provider does not stipulate otherwise, it is assumed that amendments to the Regulations apply to all Users.

10.3. In the event of a change to the Regulations, the Service Provider informs the Service User about their right to terminate or withdraw from the agreement, if applicable.

10.4. All information provided by the Service Provider to Service Users, including about changes in the provisions of the Regulations, is provided in accordance with item 10.9. In addition, amendments to the Regulations will be published on the Service Provider's website.

10.5. Amendments to the Regulations will enter into force after at least 14 days from the moment of their introduction into a means of electronic communication in such a way that the Service User is able to view their content.

10.6. It is assumed that the Service User has accepted the changes to the Regulations if they have not terminated the agreement by the end of the period indicated in the previous item.

10.7. The right to terminate the Agreement applies if the amendment to the Regulations adversely affects the User's rights under the agreement and the possibility of using the UseCrypt Safe Service, unless this change was made in connection with mandatory provisions of law or in connection with a decision of a public administrative body that is binding upon the Service Provider.

10.8. The invalidity of one of the provisions of these Regulations as a result of a conflict with a mandatory legal provision or as a result of a decision of a competent court does not entail the annulment of the remaining provisions, which retain their full power and scope. In such a case, the parties agree to replace the invalid provision with the most-similar norm corresponding to the law.

10.9. All notifications specified in the Regulations will be considered delivered if they are sent to the e-mail address or mailing address of the User provided during the registration procedure, or as part of an update of these data carried out by the User via the User Panel.

10.10. The agreement is subject to Polish law, and all disputes that may arise in connection with the provision of the UseCrypt Safe Service or any contractual relationship resulting from these Regulations will be settled by the competent courts of general jurisdiction over the headquarters of the Service Provider, and in the case of Users who are consumers within the meaning of Article 221 of the Polish Civil Code, an alternative local jurisdiction may be applied, giving the Consumer the opportunity to choose a court in accordance with the provisions of the Polish Code of Civil Procedure.