

Terms of service of PrivMX App
Effective: 16th of January 2020

§ 1
Definitions

The definitions used in this Terms of Service should be understood as:

- a) App –PrivMX App, owned by the Company, made available to use by Users according to the provisions of this Terms of Service,
- b) Company – PrivMX BV with its registered office in Amsterdam, The Netherlands, address: Beethovenstraat 170, 1077JX Amsterdam, entered into Netherlands Chamber of Commerce under KVK number 76690830, RSIN number: 860751570, VAT EU number: NL860751570B01,
- c) Service Provider – Company, PrivMX BV with its registered office in Amsterdam,
- d) Client – natural person, legal person or organizational units without legal personality, having legal capacity, conducting registered business activity, registered within the App, created a client's account and accepted provisions of this Terms of Service,
- e) User – a person possessing an account within the App, assigned to a specified TeamServer,
- f) TeamServer – a virtual space created within the Service Provider's infrastructure, enabling the use of the App's functionality by a Client and Users assigned to a specified TeamServer,
- g) Client's Zone – Client's Account, made available to a Client via Service Provider's website, allowing management of services provided by the Service Provider for a Client,
- h) Team Manager – a Client or a User with an administrative privileges within a TeamServer, connected with his or her account,
- i) Terms of Service – regulations constituted in this document,
- j) Provision of services by electronic means – such way of rendering a service, which comprises transmitting and collecting data by means of teleinformation systems, at the individual request of a service recipient, without the parties being simultaneously present, while the data are transmitted through public network,
- k) Party – the Service Provider or a Client.

§ 2
General Provisions

1. These Terms of Service constitute a binding agreement between the Service Provider and a Client, and define the rights and obligations of a Client, Users and the rules for using the Application. The Terms of Service also specify the rights and obligations of the Service Provider. Creating a Client account via the Client Zone and accepting the provisions of these Terms of Service or starting to use the Application in connection with granting a test access shall be considered as the conclusion of a contract for the provisions of electronic services between the Service Provider and a Client.
2. The App allows Clients to perform a number of activities connected with communication within the team and the organization of work within the team, including in particular:
 - a. creating User accounts by a Client and granting them access rights within the App and specified TeamServers,
 - b. logging in to the TeamServers assigned to a specific Client,

- c. exchanging of information and files between Users,
 - d. contacting between Users via the chat function,
 - e. creating and working on tasks created within the App.
3. Using the App is possible via:
 - a. Web Application – online version of the App, which can be launched by a web browser,
 - b. Desktop Application - the version of the App installed on the User's device - a computer with the Windows, Mac OS or Linux operating system,
 - c. Mobile Application - the version of the Application installed on mobile phones with the Android or iOS operating system.
4. The App is intended exclusively for business users, i. e. entities conducting registered business activities, using applications in connection with their activities – especially sole proprietorships, partners of partnerships, partnerships and commercial law companies. According to other arrangements made between a Client and the Service Provider, the services within the App may be also provided for other organizations, especially non-governmental organizations or public entities. The App is not intended to use by Consumers, i.e. people who intend to use it for purposes unrelated to the business conducted by them or their statutory or professional activity.
5. The Service Provider reserves the right to verify if Clients are entities conducting business activities or other activities as a registered entity mentioned in point 4, in particular by verifying the data provided by them within the App with the data presented in publicly available business registers, such as the Central Business Activities Registry or the Court Registries, functioning in a Client's country of origin.
6. In case if a Client using the App is not an entrepreneur or other registered organisation, according to the provisions of point 4, or a User, whose account was created by a Client, who is an entrepreneur or other organisation, in particular the User who is an employee, co-worker or any other person with whom a Client communicates, the Service Provider is reserving the right to immediately block an access of such person to the App and to delete his or her Client Account or User Account.
7. Due to the fact that a Client has the right to create User accounts for his employees, co-workers or other persons with whom a Client communicates, a Client is obliged to acquaint Users with the provisions of this Terms of Services, including in particular license terms, liability and User's rights and obligations. A Client is responsible for Users' actions within the App as for his own.

§ 3

Temporary test access

1. The Service Provider has the right to grant test access to the App to a Client, in accordance with the conditions established by the Service Provider.
2. Test access may be granted with own initiative of the Service Provider for a selected entities that may be potential Clients or Users of the App. The Service Provider is also entitled to grant test access through his website.
3. Standard time of a test access, granted in accordance with the provisions of point 1 may last 2 weeks, a month or two months of tests. A Client may contact the Service Provider to agree with the Service Provider on the individual test period.
4. Using the App during the test access period is free of charge.
5. After the end of the test access period referred to in point 3, a Client Account and Users Sccounts created by this Client may be blocked by the Service Provider. In this case, a Client may not use the functionalities of the App. A Client can export the data created

within his account. If a Client wants to delete his account, he should submit such a request to the Service Provider by sending an electronic message to the following address: contact@privmx.com

6. After the end of the test period referred to in point. 3, a Client has the right to continue using the App after purchasing the service in accordance to the provisions of this Terms of Service. In this case, a Client may keep the data, files, conversations of Users and other elements saved within the App and use them during further usage of the App.
7. If the test period expires and a Client chooses not to purchase the service according to the provisions of this Terms of Service, the Service Provider has the right to delete the Client Account and Users Accounts related with it not earlier than one month after the end of the test access period referred according to the point 3. The Service Provider reserves the right, however, to store information necessary to determine that the given entity has already used the App during the test period, in accordance with the provisions of the Privacy Policy. The Service Provider notices that after deleting a Client Account, exporting any data pursuant to the provisions of paragraph 5 will no longer be possible. Therefore, the Service Provider indicates that any data export should be carried out by a Client within one month after the end of the test access.

§ 4

Creating an account

1. Creating a Client Account in the Client Zone may be done by entering data on the Service Provider's website. Access to the site with the possibility of registration is possible with the registration link, provided to a Client in an e-mail or by other means.
2. Creating a Client Account in the Client Zone requires entering the Service Provider's website, pursuant to the provisions of para. 1, accepting the provisions of this Terms of Services, Privacy Policy and entering the following data:
 - a) the name and surname of an entrepreneur or other organization if he or she is a natural person or a company name of a entrepreneur or other organization if it is not a natural person,
 - b) name and surname of a contact person - if an entrepreneur is not a natural person,
 - c) e-mail address,
 - d) tax identification number,
 - e) business address.
3. Providing data and accepting provisions of this Terms of Services leads to creation of a Client Account in the Client Zone. Access to a Client Account is possible via the Service Provider's website.
4. A Client may use Client Zone in order to:
 - a) change a Client's data mentioned in point 2,
 - b) create, name, configure or delete TeamServers linked with a Client Account,
 - c) create an Team Manager account associated with TeamServer mentioned in point 4 b),
 - d) read information about payments, generate proforma invoices, view and download invoices connected with services used by a Client,
 - e) submit comments regarding functionalities of the App.
5. Creating a Client account in connection with granting the test access mentioned in § 3 can be done by the Service Provider who may enter relevant data regarding a Client, mentioned in point 2 itself, after obtaining Client's prior consent. A Client accepts conditions of using the App by clicking the activation link and accepting the content of these Terms of Service and the Privacy Policy.

6. If a Client does not have the possibility of using the App during a test access period, activation of the services requires creating a Client Account in a Client Zone, in accordance with the provisions of this paragraph and paying a remuneration for access to the service, in accordance with the provisions of § 9 of this Terms of Service. In this case, access to the App and the possibility to use the App's functionalities is activated immediately after the payment is credited to the Service Provider's bank account.
7. Detailed rules regarding data storage, security and issues related to liability for data processing are specified in the provisions of this Terms of Service regarding the processing of personal data.
8. In order to create a Client Account within the Client Zone a Client is required to set a login and a password. The Service Provider notices that the password set by a Client should contain at least 8 characters, including uppercase and lowercase letters and at least one digit.
9. After creating the Client Account within the Client Zone, a Client may create a TeamServer, enabling the use of the App by a Client and the team of Users, whose accounts may be created by a Client. After creating TeamServer, it is possible to create an account with administrative privileges, assigned to a given TeamServer (Team Manager Account).
10. After completing the steps mentioned in this paragraph, including a creation of a Client Account within the Client Zone, creating a TeamServer and, if required, paying a fee for using the App, it is possible to use the functionalities of the App within a specified TeamServer created by a Client. A Client may start using the App and log in to the TeamServer by using the Team Manager account created by him.

§ 5

Technical requirements

To use the services provided by the Service Provider, it is necessary for the Client or User to have:

- 1) if the App is being used via a computer web browser (Web Application) Google Chrome or Safari web browser, updated no later than one year ago, with cookies enabled,
- 2) if the App is being used on User's Mobile device - a mobile phone with Android OS version not lower than 6.0 or with iOS version not lower than 12.3.1, with updates of operating system installed and security patches installed,
- 3) if the App is being used on the User's computer with a Desktop Application:
 - a. a computer with Windows OS version 7, 8, 8.1 or 10, with security patches and operating system updates installed,
 - b. a computer with OS X version 10.10 or higher, with security patches and operating system updates installed,
 - c. a computer with an operating system in the Linux family, in the distribution supported by the App developers, e.g. Debian, Linux Mint or Ubuntu, with security patches and operating system updates installed.

§ 6

Creating additional Users' Accounts

1. A Team Manager of a given TeamServer has normal User's rights, enabling him to perform regular tasks within the App, and other rights that allow him to create Users accounts within TeamServers assigned to this Team Manager.

2. A User Account is connected to a given Team Server. If a Client wants a specific person to be able to use the functionalities of more than one TeamServer, a Client should create User Accounts for that person within each of the selected TeamServers, using the functionalities assigned to the Team Manager or Team Managers of these TeamServers.
3. A Team Manager may create User accounts assigned to a given TeamServer. Creating a User Account can be performed as follows:
 - a. by creating a Managed User Account– it may be done with creating a login and generating a temporary password. After creating the account, the managed user should log in using his temporary login and password. After logging in, he or she will be asked to set a user password.
 - b. by creating a Private User Account - in this case, a Client creates the login of the Private User and creates his account. After creating the account, an activation link is generated and a Client should provide this link to a specified Private User. After entering the activation link, the Private User should set his or her own password.
4. As part of their profiles, Users have their public data visible to other Users of a given TeamServer, such as name, surname and avatar (image depicting a certain user).
5. A password of a Managed User can be reset by a Team Manager. The Private User's password cannot be reset by a Team Manager, which means that any potential loss of such a password by a User may result in the inability to recover data saved within specified User's account.
6. A Team Manager has the privilege to create accounts for external Users. In this case, it is necessary to provide such a User's e-mail address, which will be used to log in to the given TeamServer as a login. With the creation of an external User Account, a temporary password is generated. An external User changes the temporary password during first logging into the TeamServer. The password of an external User may be reset by a Team Manager.
7. After activating a User account, a Team Manager may grant Team Manager's privileges within the given TeamServer to an owner of this User's account.
8. A User with Team Manager's privileges may grant or withdraw Users' rights within a given TeamServer and delete accounts of individual Users.
9. Users may activate additional functionalities as part of their User accounts, such as two-factor authentication or automatic notifications sending of new activities within a TeamServer to their e-mail address. To take advantage of these functionalities, a User may be required to provide additional information, such as a phone number or an e-mail address.

§ 7

Providing services by the Service Provider

1. The contract for the provision of electronic services is concluded for an indefinite period, with creating a Client Account within the Client Zone and accepting the provisions of these Terms of Services.
2. The Service Provider provides services to a Client via electronic means of communications from the moment of concluding the contract for the provision of electronic services.
3. The contract for the provision of electronic services is a binding agreement between the Parties as long as a Client has an account within the Client Zone. The Service Provider states that a certain part of the services provided within the App may be available only after payment of remuneration in accordance with the provisions of these Terms of Service or during the test access referred to in § 3 of these Terms of Service. The

remuneration referred to in this paragraph may cover the possibility of using the App's functionality for a specified period of time, within a specified number of TeamServers or a limited number of Users.

4. The Service Provider provides services with electronic means of communications in a way enabling uninterrupted use of the App, 7 days a week, with a restriction of performing possible, periodic maintenance work, about which the Service Provider will inform Clients at least three days in advance. The Service Provider reserves the right to carry out repair work also on an ad hoc basis, without informing Clients in advance, in particular to eliminate errors or defects whose removal is not associated with the need to shut down the App for a long time. Information on planned service work will be sent to Clients via email, to the email address provided by a Client within the App.

§ 8

Rights of Clients and Users

1. The Service Provider informs that Clients and Users may use the App in a continuous way according to the provisions of § 7, which allows the use of the functionalities referred to in § 2 point 2 of these Terms of Service.
2. Due to the fact that the Service Provider undertakes continuous activities focused on developing the App, the detailed scope of possibilities offered by the App may change. The Service Provider states that it makes every possible effort to ensure that the development of the App does not significantly affect the use of the available functionalities of the App. However, the Service Provider reserves the possibility to make changes within the App, including changes in the interface, UX (user-experience), the way in which specific services work as elements of the App, the possibilities offered by the App or the functional principles associated with a Client Account or a User Account.
3. Any stored data, files and other information saved within the App, entered by a Client or a User into the App, are encrypted. This means that the Service Provider, as well as the entities cooperating with it, cannot view or read them. The ability to access information saved within specific TeamServer is available only to a person who correctly authenticates within the App, using the login and password assigned to him or her, subject to the provisions of § 6.
4. The Service Provider is not in any way obliged to facilitate or enable Clients, Administrators or Users to recover data stored within the App in the event of loss of access to the App caused by the loss of login or password.
5. For security reasons, the Desktop Application should be downloaded by a Client or a User with the Service Provider's official website www.privmx.com. In the case of the Web App, the use of the App should be made via the Service Provider's website, available with the Internet address provided by the Service Provider. In the case of a Mobile Application, it should be downloaded only from the places where it was uploaded directly by the Service Provider. The Service Provider notices that downloading the App from other sources may result in errors, bugs or problems within the App or lead to downloading a virus or other malware.
6. The Service Provider informs that a Client, Administrators and Users should use the latest version of the App. Updating the App may require User's or Client's consent to install such an update or may require downloading a new version of the App from the Service Provider's website.
7. The Service Provider informs that the current technical support provided as part of the helpdesk concerns the latest (current) version of the App. The Service Provider

recommends to update the App on an ongoing basis in order to maintain technical support, increased security and stability of the App. The Service Provider notices that not installing updates may result in an increased risk of errors, vulnerabilities in security or other bugs, resulting in malfunctioning of the App. The Service Provider is not responsible for any damages resulting from the use of a different version than the current version of the App and does not provide technical support for Clients using other than the current version of the App.

§ 9 Payments

1. Using the App by Clients, except for the test access period, is connected with the obligation to pay remuneration to the Service Provider.
2. Remuneration for using the App is charged in advance, before the start of the period of using the App to which remuneration is related to.
3. The amount of remuneration may depend, in particular, on the choice of individual tariff plans by A Client, which differ in the time of using the App, the number of TeamServers created by a Client and the number of User accounts created in connection with Client's account.
4. The detailed list of tariff plans is presented on the Service Provider's website, in the page with the services' price list.
5. The Service Provider reserves the right to change the remuneration amount for using the App. This may not affect the amount of money that was already paid by a Client before the change, or amount of money indicated in the pro forma invoice issued by the Service Provider to a Client in accordance with the provisions of this paragraph, before the change.
6. The payment for the use of the Application by a Client may be made by a Client with paying by a bank transfer to the Service Provider's bank account, in accordance with the provisions of the price list for the provision of services. In this case, the Service Provider issues a pro-forma invoice to a Client, specifying the payment details for the service.
7. During a payment process, a Client may be asked to provide additional data necessary to issue an invoice, especially if needed data were not provided at the time of creating an account in the Client Zone. Together with the payment on the Service Provider's account, an invoice is issued to a Client. The invoice is sent to a Client's e-mail address and a Client agrees on that with accepting the Terms of Services.
8. After the expiry of the period for which the service was purchased in accordance with the provisions of this paragraph, the services provided to a Client may be suspended without prior notification. However, a Client retains the right to log into his account in the Client Zone to pay for the next tariff plan.
9. Unlocking the account after the expiry of the period for which the service was purchased happens after the payment for the service for the next period, in accordance with the provisions above. A Client has the right to pay a remuneration for the next period before the end of the previous period of providing services in order not to lose access to services within the App.
10. Basing on a separate, specified arrangements between Parties, a Client and the Service Provider may adopt other provisions concerning payments.

§ 10 Helpdesk

1. A Client has the right to report errors, bugs or problems concerning the functioning of the App to the Service Provider.
2. Reports mentioned in this paragraph should be sent via e-mail to the address: support@privmx.com or via the contact form on the Service Provider's website.
3. The content of the report should include:
 - a. a Client's name and surname or a company name,
 - b. name and surname of the reporting person,
 - c. e-mail address of the reporting person,
 - d. description of the error, bug or problem encountered within the App, including the indication of a TeamServer to which the report relates.
4. The Service Provider may request a Client or a User to update the report if the information provided by a Client or a User referred to in point 3 require any clarification.
5. The Service Provider should take reasonable actions in order to repair the error or bug within the App or to find a temporary solution to eliminate the effects of the error or bug, to enable the on-going use of the App, in the shortest possible time. The Service Provider however does not guarantee, that each problem will be solved in the term indicated by a Client or a User, in particular because of the potential the complexity of possible demands and notices that eventual repair of errors or bugs may require additional time.
6. Regardless of providing information about errors and bugs, pursuant to the provisions of para. 1 a Client may also use the contact methods indicated in this paragraph to send to the Service Provider any questions related to the use of the service, asking for particular answers to the questions and ongoing support of the App.
7. The Service Provider is not liable for physical and legal defects of the App.
8. In order to obtain helpdesk support in accordance with the provisions of this paragraph a Client should have an access to the App and TeamServer within a paid tariff plan.
9. If the process of repairing of an error, bug or any other problem within the App is connected with encountering difficulties and cannot be made as part of the ongoing support of the App, the Service Provider may repair the bug together with the next update of the App.
10. The helpdesk support does not include help connected with:
 - a. errors caused by defects or improper performance of the hardware;
 - b. errors caused by using the App in incorrect way;
 - c. Interference in the App by unauthorized persons;
 - d. incorrect performance of other computer software, such as the operating system or antivirus programme,
 - e. errors caused by malicious software or viruses or unauthorized actions of third parties, in particular due to hacker attacks and other criminal activities.

§ 11 Liability of a Client and the Service Provider

1. The term 'Client' within the meaning of this paragraph shall also mean the User.
2. A Client is liable for their actions or omissions that do not comply with the provisions of these Terms of Service or generally applicable law. A Client may also be responsible for the content that he has uploaded within the App.

3. In connection with using the services provided electronically by the Service Provider, a Client is obliged in particular to:
 - a. be compliant with copyright and intellectual property rights, including those resulting from the registration of inventions, patents, trademarks, utility and industrial designs to which the Service Provider is entitled,
 - b. refrain from using the App to post or send illegal content within the App, in particular those not compliant with these Terms of Service or those which violate generally applicable law or in order to conduct any other activities not compliant with the law,
 - c. refrain from any actions that would violate the privacy or personal rights of other Clients or Users,
 - d. refrain from any activities that may lead to a unauthorized interference with the App, including those that could impede or disrupt the functioning of the App as well as activities that may lead to losing, changing, removing, damaging or hindering access to the App by other Users,
 - e. refrain from using the App to send spam or other types of unwanted commercial information or to send messages using automatic algorithms or bots,
 - f. refrain from using the App to send, create or perform any operations with using malicious software, in particular such as ransomware, spyware, malware or other types of computer viruses.
4. The Service Provider provides a Client with the possibility of using the App via a Client's mobile device or a personal computer. A Client is solely responsible for the use of appropriate measures (such as securing a device with password or PIN code) that will ensure the security of data saved and stored on his device and prevent unauthorized access. A Client should provide appropriate technical and organizational measures in order to achieve adequate level of security, especially in connection with the risks of losing the access password to the system, with the App installed on it.
5. A Client should not make his or her device available to any third person in order to enable them to use the App with his individual account.
6. The Service Provider is liable to a Client only for the provision of electronic services specified in these Terms of Services. The Service Provider is not responsible for any content of the data stored in the App by a Client, in particular, he is not responsible for any information and statements sent or received by a Client as part of messages sent or received via the App.
7. The Service Provider shall be liable only for actual damages caused by the Service Provider's acts or omissions related to the use of the App in connection with the Customer's activities. The Service Provider's liability for any other damages, including lost profits is excluded.
8. The total liability of the Service Provider for any damages caused to a Client in a given calendar year is limited to the amount of remuneration received from a Client in a given calendar year, in connection with the provision of Services.
9. Without the prejudice to the provisions mentioned above, the Service Provider shall not be liable:
 - a. for any activities or services covered by these Terms of Service, performed by any entity other than the Service Provider's employees, associates and authorized subcontractors, what means that the Service Provider is not liable for any acts or omissions of a Client or any third parties involved in the using of the App,
 - b. for any failure to perform his obligations arising from these Terms of Service or any improper provision of the services, in the extent that it results from the occurrence of Force Majeure or from any non-performance or improper

- performance of obligations by a Client, or Client's failure to cooperate with the Service Provider,
- c. for non-performance or improper performance of the Service Provider's obligations to the extent that it results from technical or legal restrictions independent from the Service Provider, in particular in the area of providing remote maintenance services as well as the conditions and quality of communication with external services.
10. The term of "Force Majeure", shall be understood by Parties as an event that could not have been foreseen with due diligence required in commercial relations, which is not resulting from acts or omissions of the Party which could be considered as liable and which this Party could not counteract if it would be acting with due care and for which it is not liable in accordance with the general principles of civil law, in particular: general strike, armed conflict in a given country, blockade of ports or other commonly used entry or exit points, earthquakes, floods, epidemics and other events connected with the forces of nature.
 11. The Service Provider may, at his own risk, without the prior consent of a Client, use subcontractors in order to perform the duties arising from these Terms of Services. Cooperation with a subcontractor should be performed according to the procedures in force in the Service Provider's enterprise and in accordance with the instructions provided. The Service Provider is liable for actions or omissions of a subcontractor to a Client as for his own actions, especially in the situation of non-performance or improper performance of the contract, including delays or failures of meeting deadlines specified in these Terms of Service.

§ 12 Intellectual Property

1. The Service Provider declares that all rights, including intellectual property rights to the App, are owned by the Service Provider and the Service Provider is entitled to conclude between him and a Client a binding agreement concerning using of the App by a Client, and to perform the provisions of these Terms of Service. The Service Provider declares that the conclusion or implementation of the provisions of these Terms of Service, including the use of the App by a Client, will not lead to a violation of any rights or goods of third parties (including entities associated with the Service Provider), especially in the area of intellectual property, or any contracts concluded by the Service Provider with third parties.
2. All property rights to the App and all rights related to it (including all adaptations and copies) remain the property of the Service Provider.
3. The Service Provider grants a Client, and a Client receives a non-exclusive, world-wide license authorizing a Client to use the App in the following types of use:
 - a. use in on-going business activities in a Client's enterprise, statutory activities undertaken as a non-governmental organization or other activities undertaken by a Client,
 - b. enable the Users to use the App for whom a Client created accounts within the App,
 - c. enter the data, create printouts, copy entered data, install the App on the Client's or Users' devices, including entering into device memory.
4. A Client or a User is obliged to take all reasonable steps to in order to protect the App from copying and using it by unauthorized persons.

5. The source code of the App shall be considered as confidential and contains company secrets of the Service Provider. A Client or a User agree not to take any actions that may lead to learning the source codes, in particular, they agree not to reverse engineer, decompile or disassemble, obtain or change the source code, use it in whole or in part for other utility or educational purposes.
6. A Client or a User:
 - a. is obliged not to rent, lease, license, distribute, transfer, use free of charge, copy for resale, reproduce, modify or share the App and any materials (such as e.g. documentation regarding the App) and rights related to the App (including all adaptations and copies) or documentation,
 - b. is obliged to use the App and all materials (e.g. documentation regarding the App) and rights related to the App (including all adaptations and copies) in accordance with these Terms of Service,
 - c. is not entitled to make any changes, corrections, modifications to the App and all materials (such as documentation regarding the App) and rights related to the software (including all adaptations and copies),
 - d. is not entitled to make or enable making copies of the App and any materials (such as documentation regarding the App) and rights related to the software (including all adaptations and copies), unless it is expressly permitted by these Terms of Service or by applicable law and only within the area of such permission.
7. A Client is entitled to use the App and make it available to individual Users for whom a Client has set up an account within the App. The App may be used simultaneously by such a number of Users who have access rights in accordance with the tariff plan chosen by a Client or other detailed arrangements made between the Client and the Service Provider and in accordance with selected number of TeamServers. Simultaneous use means the number of Users who have individual accounts within the App at a given time.
8. If a Client wants to extend the license in order to create more Users account than indicated in point 7, a Client should contact the Service Provider or extend the license using the functionality within the Client Zone.
9. The license referred to in this paragraph is granted for the duration of the test access referred to in § 3 of these Terms of Service or for the period of using the App in accordance with the tariff plan chosen by a Client or other detailed arrangements made between the Client and the Service Provider. After this period, the license expires, and in order to continue using the App and to renew the license, it is necessary to purchase the service for the next period, in accordance with the provisions regarding tariff plans or other provisions made between Parties.
10. The license fee for license referred to in this paragraph is paid as part of the remuneration referred to in § 9 of these Terms of Service.

§ 13

Personal data protection

1. Pursuant to the provisions of 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, hereinafter: GDPR) the Service Provider – PrivMX BV with its registered office in Amsterdam, The Netherlands informs that it is the data controller of the personal data of Users and

Clients using the App, including in particular the data provided in the electronic form during the registration process of an individual account within the App.

2. The Service Provider processes Clients' and Users' personal data referred to in paragraph 1 for following purposes:
 - a. in order to conclude and to perform the contract for the provision of electronic services, in accordance with the provisions of these Terms of Service, including in order to maintain communication with Clients in connection with the performance of the contract - the legal basis for data processing in this regard is the necessity of processing for performance of the contract to which the data subject is a party or to take action at the request of the data subject before the conclusion of the contract, in accordance with the provisions of Article 6.1.b) of the GDPR,
 - b. in order to enable the use of the App for Users whose accounts are created by a Client - the legal basis for processing Users' data is the need to process them in order to execute the legitimate interest of the data controller, which is the obligation to provide the service for a Client, in accordance with the provisions of these Terms of Service. The legal basis for processing personal data in this regard is the provision of Article 6.1.f) of the GDPR, which indicates the possibility of processing personal data when it is necessary to achieve the objectives of legitimate interests pursued by the data controller or by a third party,
 - c. in order to respond and fix errors, defects and problems regarding services reported by Clients or Users, in accordance with the provisions of these Terms of Service – what constitutes the legitimate interest of the data controller, and the legal basis for data processing in this respect is the provision of article. 6.1.f) of the GDPR, which indicates the possibility of processing personal data when it is necessary to achieve the objectives of legitimate interests pursued by the data controller or by a third party,
 - d. in order to comply with obligations imposed on the Service Provider by a legal provisions, including in particular tax law - the legal basis for data processing in this regard is the need for processing the data to fulfil the legal obligation to which data controller is subject, in accordance with the provisions of article 6.1.c) of the GDPR,
 - e. in order to monitor the way in which Clients and Users use the App for statistical purposes, purposes related to the prevention of errors and bugs within the App, to ensure an appropriate level of security, create updates and possible fixes as well as in order to prevent actions of Users or Customers which are not in accordance with these Terms of Services or generally applicable law – what constitutes the legitimate interest of the data controller, and the legal basis for data processing in this regard is the provision of article 6.1.f) of the GDPR, which indicates the possibility of processing personal data when it is necessary to achieve the objectives of legitimate interests pursued by the data controller or by a third party.
3. The personal data provided by a User may be transferred to a third party, an entity providing hosting services to the Service Provider: OVH Sp. z o.o. with its registered office in Wrocław, Poland.
4. If personal data relates to a User who has received information about setting up for him or her a User's account within the App, the Service Provider hereby informs a User that the data was entered by a Client, i.e. the business entity using the App - it may especially be connected with activities of User's employer, principal, contractor, business partner or User's collaborator. Such personal data includes, in most circumstances, name, surname, e-mail address, place of work and job position.

5. Personal data may be processed by the Service Provider for the duration of the contract for the provision of electronic services concluded between the Service Provider and a Client and after its termination - for the period until the expiry of the limitation periods for any potential claims, including tax claims.
6. Both a Client and a User have the right to:
 - a. request from the Service Provider access to personal data that are concerning them,
 - b. request rectification of their personal data,
 - c. request erasing their personal data,
 - d. request to restrict the processing of their personal data,
 - e. request the transfer their personal data to other service providers,
 - f. file a complaint about the unlawful processing of their personal data to the competent data protection authority.
7. To the extent that the processing of personal data of the User or a Client takes place on the basis of the legitimate interest of the data administrator, a User or a Client have the right to object to the processing of their personal data.
8. Providing personal data may be required to conclude a contract for the provision of electronic services or to create a User's account.

§ 14

Processing personal data as a processor

1. Due to the fact that a Client, being an entrepreneur or other legal entity is obliged to comply with provisions of 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, hereinafter: GDPR) concerning the Data Administrator, may upload to the App encrypted personal data, such as the personal data of its customers, suppliers, service providers, contractors, co-workers or employees, the Service Provider declares that it does not have any access to this data and that the Service Provider is not able to read this data.
2. If the data mentioned in point 1 have been uploaded by a Client, it is assumed that a Client, as the data controller, entrusts them in order to process the data to the Service Provider, who becomes the entity entrusted to the processing of personal data and shall be considered as data processor. Uploading the personal data into the App by a data controller is considered as an order to process these personal data by the Service Provider, according to a binding command of a Client.
3. The subject-matter of personal data processing are activities necessary to comply with the provisions of these Terms of Service. The activities of processing personal data carried out by the Service Provider include only storing personal data on a server and enabling a Client and Users to post, send, modify as well as read or download data stored within the App. The Service Provider does not provide other services involving the processing of personal data entrusted to him by the data controller, including in particular reading or modifying data.
4. The processing of personal data by the Service Provider will take place for the period of using the services provided by a Client and paying remuneration for using the App to the Service Provider in accordance with specific tariff plans. In the event of termination of the contract for the provision of electronic services, deletion of the Client Account or not paying remuneration for next period of using services the personal data processing agreement shall expire.

5. Entrusting the processing of personal data includes personal data uploaded by a Client or Users acting on behalf of a Client. Only personal data processed by a Client as a data controller or a data processor may be uploaded into the App. Data processed by a Client within the App may cover all categories of personal data processed by a Client. The categories of data subjects are determined solely by a Client and may concern all categories of data subjects, whose data are processed by a Client - in particular, they may be contractors, employees, suppliers, potential customers, customer subcontractors. The uploading of specific categories of data or data related to specific categories of persons within the App is based on the solemn decision of a Client and constitutes an binding command to process this data by the Service Provider, according to the conditions set out in these Regulations.
6. The Service Provider declares that it has implemented appropriate technical and organizational measures in order to ensure an appropriate level of security appropriate to the risk related to the processing of personal data, taking into account the state of technical knowledge, implementation costs and the nature, scope, context and purposes of processing and the potential risk of violation of the rights or freedoms of data subject, taking into account the risk of varying likelihood and severity. These measures are based, inter alia, on the encryption of personal data entrusted for processing.
7. The Service Provider ensures that all persons who participate in the process of providing services to a Client have been obliged to maintain confidentiality and have been given appropriate authorization to process personal data.
8. During the process of providing services to a Client, the Service Provider may use the services of another processing entities. By accepting these Terms of Services, a Client agrees that the Service Provider may use the services of these entities. If any further processing entity is added or changed, the Service Provider shall notify a Client thereof, giving him the opportunity to withdraw from the contract for the provision of electronic services with a two-week notice period, from the moment of sending a notice in this regard to the e-mail address provided by a Client, in the event that a Client does not agree to the addition or modification of a further processing entity by the Service Provider. Failure to respond by a Client within the specified period is tantamount to agreeing to add or change a further processing entity.
9. List of further processing entities whose services the Service Provider uses on the day of accepting these Terms of Services: OVH Sp. z o.o. with its registered office in Wrocław, Poland.
10. The Service Provider hereby declares that it uses only the services of such further processing entities that guarantee the processing of personal data in accordance with the provisions of law and ensure their appropriate security. The Service Provider relies the processing of personal data with the help of further processors on the data processing agreement, concluded between him and these entities.
11. The Service Provider is obliged to, as far as possible, in accordance with its technical powers and capabilities, assist a Client in fulfilling, with respect to those data which a Client is the data controller, the obligation to respond to the requests of the data subject, to the extent of its rights, indicated in the content of Chapter III of the GDPR, and fulfilling the obligations put on the data controller, regulated in articles 32-36 of the GDPR. The Service Provider reserves at the same time that it does not have the ability to read the encrypted data saved as part of the App by a Client, therefore its possibility support options in the scope described above may be limited.
12. After the account is deleted by a Client or the contract for the provision of electronic services is terminated in accordance with the provisions of these Terms of Services, the Service Provider shall delete the personal data entrusted by a Client to the Service

Provider within 30 days. In the event that a Client wants to receive a copy of this data, due to their encrypted nature, he should download it themselves from the App before deleting the account as part of the App. The Service Provider does not have access to data that is encrypted, therefore it cannot provide it to the data controller at his request.

13. The Service Provider provides, at a Client's request, documentation regarding the measures used to protect personal data and to provide other information necessary to demonstrate compliance with the obligations set out in this paragraph. The Service Provider also allows a Client, his representatives or auditors authorized by him to visit the Service Provider's premises in order to assess the level of data security applied, on a date previously agreed by both Parties, during the Service Provider's working hours. The actions of a Client, his representatives or authorized auditors shall not in any way violate a confidentiality rules of the Service Provider's enterprise. In addition, the Service Provider may decide that a possibility to read the documentation, receive information or visit the Service Provider's premises will be available only after signing of a confidentiality agreement between a Client and the Service Provider.
14. The request referred to in point 13 shall be exercised by a Client not more frequently than once every 6 months. If this request will be made more often, a Client may be obliged to pay the appropriate fee to the Service Provider in order to perform audit or review the documentation.
15. The Service Provider shall notify a Client about any breaches of personal data protection concerning entrusted data within 36 hours of their detection.

§ 15 Confidentiality

1. As long as Client is a Party of a contract between him and the Service Provider, arising from these Terms of Service, and for a period of two years after its expiry, each Party is obliged to keep in secret all confidential information received from the other Party or obtained in connection with exercising provisions of these Terms of Service. By the term „Confidential Information” Parties shall mean all information provided for a Client during the performance of the contract regarding technological solutions used by the Service Provider as part of the App (such as know-how, methods, processes, tools and documents necessary to perform obligations arising from these Terms of Service), as well as any written or oral information regarding the business activities of the Parties, their clients and associates, the organizational and commercial solutions used by the Parties, technical, technological, economic, financial or legal information. Confidential information does not include information that a Client is using the Service Provider's services as well as information on the appearance, functionality and capabilities of the App.
2. Notwithstanding the provisions referred to in point 1, the obligation to keep confidential Information does not apply to a information:
 - a. commonly known without violating the provisions of these Terms of Service,
 - b. which must be disclosed to an competent authority on the basis of a legal provisions or decision of a competent authority,
 - c. is approved for release by written agreement of the second party to whom the information relates.
3. Each Party is obliged to inform about the duties arising from this paragraph its employees, associates, subcontractors, service providers, advisers or other related entities. Each Party declares that the entities referred to above will be made aware that the information disclosed is Confidential Information and the disclosure of any part of

this Information, subject to exceptions provided by law, may result in liability for damages of the party to the other party whose data is disclosed. The Parties are obliged to take all necessary steps to ensure the confidentiality of confidential information by persons that have access to such an information . A Party is responsible for all actions and omissions of the persons referred above as for its own.

§ 16 Security

1. The App uses encryption mechanisms, based on the client-side encryption concept and zero-knowledge servers. Consequently, the Service Provider has no information about what data is being stored on the server by a Client or Users and does not use this data - except for the data provided during creation a Client or a User account, such as name, surname, e-mail address, etc.
2. As part of the App, the following methods of securing Client's or User's data are implemented:
 - a. encryption and decryption the data on the client side and, consequently, limiting access to the data stored on the server,,
 - b. control of data access rights based on cryptographic methods,
 - c. client's and the App's server secure mutual communication independently, regardless of the security offered by the transport protocol,
 - d. the App has own infrastructure for storing and verifying public keys, independent of certification authorities operated by third parties,
 - e. creation of back-ups of encrypted data.

§ 17 Withdrawal from the contract

1. A Client has the right to withdraw from the contract for the provision of electronic services at any time, without giving a reason, by submitting a statement of withdrawal to the Service Provider. In this case, the Service Provider deletes a Client's account within the App and a Client's account within the Client Zone. This also means that all data stored on the Service Provider's servers, which were assigned to a Client's account, including data on TeamServers associated with a Client's account as well as User Accounts created by a Client, as well as files, messages and tasks within the App, will be deleted.
2. If a Client had purchased a tariff plan, in accordance with the provisions of these Terms of Services, and submitted a statement of withdrawal from the contract, the amount of funds corresponding to the unused part of the tariff plan will not be refunded.
3. In the event of a breach of these Terms of Service by a Client or a User, the Service Provider may terminate this contract concluded with a Client without prior notice. This also may lead to the deletion of all data stored on the Service Provider's TeamServers, which were assigned to a Client Account and Users' accounts created by a Client. In this case, the amount corresponding to the unused part of the tariff plan will not be refunded.
4. The Service Provider reserves the right to delete an inactive Client Account or User Account within the App or an account within the Client Zone, for use of which a Client is no longer paying, not earlier than one month after the account has become inactive.
5. The Service Provider reserves the right to terminate the provision of services via the App with two months' prior notice. In this case, the Service Provider returns the unused

part of the remuneration to a Client in accordance with the tariff plan purchased by a Client.

§ 18 Final Provisions

1. The law applicable to the Agreement for the provision of electronic services concluded between a Client or a User and the Service Provider and performer according to the conditions set out in these Terms of Service is law The Kingdom of Netherlands. Any disputes related to the services provided by the Service Provider under these Regulations will be settled by the competent common courts competent for the Service Provider's seat.
2. A Client has the right to lodge a complaint regarding the services provided by the Service Provider using the Application. Complaints can be sent by email to contact@privmx.com. The complaint should include:
 - a. Client's first and last name / name of Client's company,
 - b. Client's tax identification number,
 - c. description of the problem,
 - d. eventual demands of a Client.
3. The service provider may ask a Client for additional information before dealing with a complaint. A response to a complaint will be given within 14 days of receipt of such a complaint. A response to the complaint will be sent to the email address provided by a Client within the Client Zone.
4. The Service Provider is entitled to amend the provisions of these Terms of Service. The amendment to these Regulations becomes effective on the date indicated by the Service Provider, however the date of entry into force of the amendment may not be less than 14 days from the moment of informing Clients or Users by means of electronic communication, in particular via electronic mail and by using the App.
5. These Regulations shall apply from 16th of January 2020.