

# Terms and Conditions of the Elfaro Website

## § 1

### Definitions

1. **Price List** – a price list of Services provided via the Website, available on the Website;
2. **Business Days** – Monday through Friday with the exception of public holidays in Poland.
3. **Hosting Service** – a service provided electronically by the Service Provider to the Client, whereby the Service Provider provides the Client with server resources as part of cloud computing owned by the Service Provider or a third party, on the terms specified in the Terms and Conditions, with the aim to enable the Client to enter and process Materials within those resources – which constitutes a full Hosting Service – and in the provision of the Limited Service, in situations specified in the Terms and Conditions.
4. **Payment Card** – the Client's active payment card; its data are provided by the Client in the Service order form, in order to enable the Service Provider to charge it for the paid Service on the terms specified in the Terms and Conditions.
5. **Account** – an account created as a result of registering on the Website, constituting the Client's space in the Service Provider's IT System, to which the Client has access via their e-mail address provided during registration on the Website, using the Client's password. The Account constitutes an electronic service referred to in the Act on electronic services of 18 July 2002, thanks to which the Client may use the Services available on the Website on the terms specified in the Elfaro Terms and Conditions.
6. **Consumer** – a User who is a consumer within the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.
7. **Materials** – any materials, data or content (including, among others, texts, graphics, audio and video files, software) entered by the Client to the Hosting Service.
8. **Trial Period** – the period during which the Service Provider provides the full Hosting Service to the Client ordering the Hosting Service; its duration is indicated on the Website.
9. **Privileged Entrepreneur** – a User who is a natural person concluding a contract with the Service Provider, which is directly related to their business activity, but not the professional nature of that activity.
10. **Domain Name Registration and Maintenance Service** – an electronic service provided to the Client by the Service Provider on the terms specified in the Terms and Conditions and on the terms specified by the entity managing a given domain, whereby the Service Provider ensures the registration of the internet domain name indicated by the Client and maintains it – which constitutes the full Service; the provision of the Limited Service is possible in situations specified in the Terms and Conditions.

11. **Domain Name Transfer and Maintenance Service** – an electronic service provided by the Service Provider to the Client on the terms specified in the Terms and Conditions and on the terms specified by the entity managing a given domain, whereby the Service Provider enables the change of the entity maintaining the registered domain name – from a third party to the Service Provider – and thus undertakes to maintain this domain name, which constitutes the full Service; provision of the Limited Service is possible in situations specified in the Terms and Conditions.
12. **Website** – the Elfaro website maintained by the Service Provider at: <https://elfaro.cloud>; under which the Account exists and Services are provided.
13. **Terms and Conditions** – these terms and conditions, constituting the terms and conditions for the provision of electronic services, primarily specifying the terms under which Services are provided.
14. **Service (or jointly: Services)** – the Hosting Service, Domain Name Registration and Maintenance Service or the Domain Name Transfer and Maintenance Service.
15. **Limited Service** – an element of the electronic Service provided to the Client by the Service Provider, applicable in situations specified in the Terms and Conditions, whereby the Service Provider stores the Client's data entered by the Client as part of this Service free of charge.
16. **Service Provider** – i365 Spółka z ograniczoną odpowiedzialnością with its registered seat in Wrocław (50-576), ul. Czerniawska 2A/27, entered into the National Court Register – register of entrepreneurs kept by the Regional Court for Wrocław Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number: 0000813868, NIP: 8943148186, REGON: 384870456, with a share capital of PLN 6,400 and the following e-mail address: [contact@elfaro.cloud](mailto:contact@elfaro.cloud); the owner of the Website.
17. **User** – any entity using the Website.
18. **Client** – a User who has concluded a contract for the maintenance of an Account with the Service Provider, and thus has an Account on the Website.
19. **Privileged User** – a User who is a Consumer or a Privileged Entrepreneur.

## § 2

### Service Provider's contact details

1. Postal address: i365 Spółka z ograniczoną odpowiedzialnością, ul. Czerniawska 2A/27, 53-439 Wrocław.
2. E-mail address: [contact@elfaro.cloud](mailto:contact@elfaro.cloud)

## § 3

### Technical Requirements and General Provisions

1. In order to use the Website, it is necessary to have a device with an installed browser supporting JavaScript and cookies, connected to the Internet.

2. In addition to the requirements specified in subsection 1, the creation of an Account also requires an active e-mail account.
3. If the Client intends to use the Services, a Payment Card is required.
4. The User bears the charges related to Internet access in accordance with the tariffs of their telecommunications operator.
5. The User is obliged to use the Website in accordance with the law and the principles of social coexistence. The User is prohibited, especially by the Client, to enter any illegal content.

#### **§ 4**

##### **Service Provider's Offer**

1. The Website provides options for the provision of the Hosting Service by the Service Provider, detailing, e.g., parameters such as the maximum amount of drive space allotted under a given option or the maximum number of databases which can be processed under this option.
2. If the User intends to learn the Hosting Service offer in relation to their existing website, the User should analyse their website using the dedicated option available on the Website by entering and confirming their website address in the appropriate place on the Website.
3. By using the solution referred to in subsection 2, the Service Provider will perform an automatic analysis of the performance parameters provided by the User of the website, and on that basis will automatically adjust the Hosting Service offer for the indicated website. The offer will be displayed to the User on the Website.
4. In order to learn the Domain Name Registration and Maintenance Service offer, the User should enter and confirm the selected Internet domain name in the appropriate place on the Website. The Service Provider will automatically check whether the JavaScript Service can be provided for the domain name indicated by the User and – if such options are available, they will be displayed for the User on the Website.
5. In the event that the verification referred to in subsection 4 proves that the domain name indicated by the User has already been registered, and therefore it is not possible to provide the Domain Name Registration and Maintenance Service, the Service Provider will inform the User about that fact on the Website.
6. The Service Provider underlines that the reason indicated in subsection 5 is not the only possible impediment to registering the name of a given internet domain name – when deciding to register an internet domain name, one should take into account the requirements specified in section 8.
7. The Website indicates the conditions (including completion deadlines) under which the Service Provider may provide the following Services:
  - a) Domain Name Transfer and Maintenance Service;
  - b) enabling the transfer of the domain name, the current maintenance of which is ensured by the Service Provider, to another entity, in order for this entity to maintain this domain name;
  - c) enabling the transfer of the Client's rights and obligations related to the Domain Name Registration and Maintenance Service or the Domain Name Transfer and Maintenance Service.
8. Under the contract for keeping an Account, the Service Provider may support the Client with selecting the Service, including by establishing telephone contact with the Client.

## § 5

### Account

1. Placing an order for the Services offered on the Website and using them requires prior registration, i.e. creating an Account.
2. To create an Account, the User should complete the registration form available on the Website and send it to the Service Provider using the appropriate feature available on the Website.
3. The User is obliged to provide their current and accurate data in the registration form referred to in subsection 2.
4. Upon acceptance of the Terms and Conditions and sending the registration form referred to in subsection 2, the User concludes a contract for keeping an Account – for an indefinite period of time.
5. The Client is obliged to update their data in the event they change during the term of the contract for keeping an Account.
6. The Client may only use their own Account and may not grant access to their Account to entities other than persons authorised by the Client.
7. In connection with subsection 6, by granting access to the Account to another person, the Client declares that it is a person they authorised to perform actions on the Account. In such a case, the Client is liable for the actions of such authorised person performed in connection with the Services (including actions consisting in ordering Services), as if they were their own actions.
8. The contract for keeping an Account may be terminated at any time by the Client by sending a request to delete the Account to the Service Provider's e-mail address: [contact@elfaro.cloud](mailto:contact@elfaro.cloud).
9. The contract for keeping the Account will be terminated within 14 days of the Client's termination notice, however not earlier than upon the termination of the contracts for the provision of Services under the Website.
10. Termination of the contract for keeping the Account is tantamount to the termination of the contract for the provision of the Service.

## § 6

### Contract for the provision of the Service

1. In the case of Services indicated in section 4 subsection 7, the order placing method is specified on the Website.
2. After learning the Service Provider's offer, in accordance with section 4, the Client may select one of the Services and add it to their cart on the Website – subject to subsection 1.
3. When ordering a Service, the Client should complete the order form, specifying, among others, the Payment Card details (including the number and CV/CVV code) and consent to it being charged.
4. The order is placed after being confirmed by the Client.
5. Placing an order is tantamount to concluding a contract for the provision of the Service between the Client and the Service Provider.
6. The contract for the provision of the Service is concluded for the period indicated by the Client in the order form, and will be automatically extended for corresponding periods of time, unless the Client terminates the contract – subject to subsections 7-9.

7. In the case of the Domain Name Registration and Maintenance Service and the Domain Name Transfer and Maintenance Service, as part of the renewed Service Period, in accordance with subsection 6, the Service Provider will only provide Services consisting in the maintenance of the domain name – due to the one-off nature of the registration and transfer of the domain name.
8. The Client may terminate the contract for the provision of the Service at any time, without giving a reason, by sending an e-mail to the Service Provider's address: [contact@elfaro.cloud](mailto:contact@elfaro.cloud) or by deleting the Payment Card details from the Account. In this case, the contract will not be automatically extended, and the full provision of the Service will cease upon expiry of the current provision period. The contract will be terminated with the lapse of the period of the provision of the Limited Service following this period.
9. The time of the provision of the Service, indicated by the Client in the order form, is the time of the full provision of the Service. Due to the nature of the Services, in the event of termination of the contract for the provision of the Service, a 7-day Limited Service period should be added to its validity period, immediately following the lapse of the last, non-renewable full Service period – subject to subsection 10.
10. The period of the provision of the Limited Service may be terminated if the Client renews the Service.
11. Before the provision of the Service starts, the Service Provider will provide the Client who is a Consumer with a confirmation of the conclusion of the contract for the provision of the Service using a durable medium.
12. The contract for the provision of Services specified in section 4 subsection 7 (b) and (c) is concluded for the time needed to complete the Services, indicated on the Website.

#### **SPECIAL OFFERS AND TRIAL PERIOD**

13. The Service Provider may provide for the possibility of using a given Service under conditions of a special offer, including – in the case of Hosting Services – within the Trial Period. In this case, information about the special offer or Trial Period and its duration will be available on the Website.
14. The provision of the Hosting Service during the Trial Period is free of charge.
15. The duration of the Trial Period indicated on the Website applies to the full Hosting Service. The provisions of subsections 8-10 apply accordingly.
16. If the Client decides to use the Hosting Service after the end of the Trial Period, the time of the full provision of the Service will commence immediately after the end of the Trial Period, as indicated by the Client in the Hosting Service order form.

### **§ 7**

#### **Hosting Service**

1. The Service Provider will start providing the Hosting Service within 2 Business Days after payment is made by the Client, and in the case the Service Provider has provided for the provision of this Service in the Trial Period – within 2 Business Days after placing the order for the Service.
2. The Client should have all the rights or consents necessary to ensure that the entry of the Materials into the Hosting Service and their processing within that Service are done in a manner which does not infringe third-party rights.

3. Materials entered into the Hosting Service should comply with the law and rules of social coexistence. In particular, the Client may not enter the following content or materials in the Hosting Service:
  - a) content infringing the intellectual property of other entities (including registered trademarks);
  - b) content of pornographic nature;
  - c) content inciting to racial, national, ethnic and world-view hatred;
  - d) content infringing the personal rights of other entities;
  - e) malware;
  - f) sales offers for:
    - items of the nature indicated in points (a)–(e), including in particular non-original goods (so-called "counterfeits");
    - animals,
    - weapons and ammunition, the possession and trading of which require a special permit or registration.
4. The Client is obliged to comply with the laws applicable to their activities in connection with the Materials, with particular regard to personal data and copyright laws, and, if the Client offers to conclude a contract with others using the Materials, also with regard to consumer rights and tax issues. This obligation includes, among other things, the need to provide persons using the Services or offers of the Client with all information required by law.
5. If the Service Provider receives an official notification or obtains credible knowledge of the unlawful nature of the Materials stored by the Client under the Hosting Service or of the unlawful nature of the related activities, the Service Provider may block access to such Materials without undue delay. In the case of obtaining reliable information referred to in the previous sentence, the Service Provider will notify the Client of its intention to block access to these Materials without undue delay.
6. By entering the Materials, the Client grants the Service Provider the right to process them for the purpose of providing the Hosting Service on the terms specified in the Terms and Conditions.
7. The Service Provider points out that the provision of Hosting Services includes also the migration of data entered by the Client to servers provided by the Service Provider. The Client can track the progress of the data migration within their Account.
8. Detailed information about the Hosting Service and its most effective use can be found on the Website.

## **§ 8**

### **Internet domain name Services**

1. The Internet domain name indicated by the Client will be registered in the relevant registry within 2 Business Days from the payment of the Domain Name Registration and Maintenance Service by the Client.
2. The domain name introduced by the Client for the purpose of registration should comply with the law and rules of social coexistence. In particular, the domain name must not infringe intellectual property rights (including registered trademarks) or personal rights of third parties.

3. The Client should ensure that their use of the Domain Name Registration and Maintenance Service is in accordance with the requirements of the relevant domain manager.
4. The requirements set out in sections 2-3 apply accordingly to the Internet Domain Name Transfer and Maintenance Service.
5. If the Client makes use of the Service referred to in section 4 subsection 7 (c), the Client is obliged to inform the entity assuming the rights and obligations of the Client of the Terms and Conditions and the rules of use of the Website.

## **§ 9**

### **Payments**

1. The amount of the fee due for the Services is specified in the Price List.
2. The prices indicated on the Website are total prices.
3. The full scope of services is provided following the payment of the fee, subject to subsection 4 and section 6 subsection 15.
4. The Service Provider may indicate on the Website that the provision of Services specified in section 4 subsection 7 (b)-(c) is free of charge.
5. The Client should pay for the entire period of the provision of the Service indicated by the Client in the order form for the Service in advance.
6. The first payment for a given Service may be made via the PayU payment platform, subject to subsection 9.
7. Due to the nature of the payment method referred to in subsection 6, the first payment for the Service can only be made immediately after placing the order, subject to subsection 9.
8. Fees for subsequent, automatically renewable periods of the provision of the Service will be charged automatically from the Payment Card at the end of the current period of the Service provision – unless the Client terminates the contract for the provision of the Service earlier.
9. In the event that the Client uses the Hosting Service during the Trial Period, the first fee for the Hosting Service will be charged in the manner specified in subsection 8, in the amount corresponding to the period of full provision of the Service indicated by the Client in the order form.
10. In the event that the contract for the provision of the Service is automatically extended, as well as in the situation referred to in subsection 9, the Client is obliged to ensure that, at the end of the current period of the provision of the Service (including the Trial Period):
  - a) the Payment Card has a sufficient amount of funds to pay for the next period of the provision of the Service;
  - b) the Payment Card has no amount limits preventing the automatic charge in the amount allowing for the payment of the next period of the provision of the Service;
  - c) the Payment Card is valid;
  - d) No limitations other than those specified in (a)-(c), preventing the automatic charge in the amount allowing for the payment of the next period of the provision of the Service apply to the Payment Card.
11. If it is not possible to charge the Payment Card in the amount allowing for the payment of a given period of the provision of the Service, the Service Provider is entitled to:
  - a) send messages to the Client informing them about an unsuccessful attempt to collect a fee and request to enable its collection,

- b) make repeated daily attempts to collect the payment – until the payment is collected or the contract for the provision of the Service is terminated;
  - c) suspend the full provision of the Service, in accordance with subsection 3, and commence the provision of the Limited Service, until the payment is made or the contract for the provision of the Service is terminated.
12. The Service Provider points out that in the event the Client withdraws their consent to collect payments from the Payment Card, the payment for the next period of the provision of the Service cannot be collected.
13. By placing an order on the Website, the Client consents to the use of electronic invoices on the Service Provider's part. The Client has the right to withdraw their consent.

## **§ 10**

### **Complaints**

1. Complaints concerning the Website (including the Services provided within it) should be sent to the following e-mail address: [contact@elfaro.cloud](mailto:contact@elfaro.cloud).
2. The Service Provider shall consider the complaint no later than within 14 days of its receipt.

### **OUT-OF-COURT COMPLAINT AND REDRESS MECHANISM**

applies to Consumers

3. If the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:
  - a) mediations conducted by the locally competent Regional Trade Inspector, to whom an application for mediation should be directed. The proceedings are usually free of charge. The list of Inspectorates is available at:  
[https://www.uokik.gov.pl/wazne\\_adresy.php#faq595](https://www.uokik.gov.pl/wazne_adresy.php#faq595).
  - b) free-of-charge assistance of the locally competent permanent consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are usually free of charge. The list of courts is available at the following address:  
[https://www.uokik.gov.pl/wazne\\_adresy.php#faq596](https://www.uokik.gov.pl/wazne_adresy.php#faq596).
  - c) the ODR platform available at:  
<https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks>.
  - d) free-of-charge assistance of the municipal or poviast Consumer advocate;

## **§ 11**

### **The Privileged User's right of withdrawal**

1. A Privileged User has the right to withdraw from the contract for the provision of the Service without giving a reason and without bearing any other costs than those specified in subsection 2, within 14 days from concluding the contract with the Service Provider, subject to subsection 3.

2. In the event when, at the request of a Privileged User, the Service Provider commenced the provision of paid Services for this Privileged User before the lapse of the period indicated in subsection 1 – the Privileged User bears justified costs of such Services incurred by the Service Provider in the amount proportional to the scope of the Services provided until the moment in which the Privileged User informed the Service Provider about withdrawal from the contract.
3. The Privileged User may not withdraw from the contract for the provision of the Service if the Service Provider has completed the Service in full with the express consent of the Privileged User who, prior to the execution of the Service, has been informed that after the Service Provider completes the Service, they lose their right to withdraw from the contract.
4. In order to exercise the right of withdrawal, the Privileged User should inform the Service Provider about the decision on withdrawal from the contract by submitting the statement referred to in subsection 5.
5. The statement on withdrawal from the contract may be submitted i.a. by using a form constituting Appendix 1 hereto or by way of any other explicit statement. The statement should be sent to the Service Provider at the address indicated in section 2 – depending on the manner of submitting the statement chosen by the Privileged User. To meet the deadline for submitting the statement on the withdrawal from the contract, it is sufficient to send it before the deadline lapses.
6. In the event of withdrawal from the contract, the contract is considered void, and the Service Provider shall return all payments to the Privileged User without undue delay, and in any case not later than within 14 days from the date on which the Service Provider was informed about the exercise of the right of withdrawal from the contract on the Privileged User's part – subject to subsection 2.
7. The funds will be returned using the same payment methods as the methods used by the Privileged User in the original transaction, unless the Privileged User agrees on another solution which does not generate any additional costs on their part.

## **§ 12**

### **Reservations and liability**

1. In the event a Client who is not a Privileged User violates the provisions of the Terms and Conditions, the Service Provider may suspend the full provision of the Services at any time and commence the provision of the Limited Service until the violation is remedied. The Service Provider may terminate the contract concluded with the Client with immediate effect.
2. In the event a Client who is a Privileged User violates the provisions of the Terms and Conditions, the Service Provider may terminate the contract concluded with them after requesting the Client to remedy the violation, with a 7-day deadline for remedying the violation. The contract is terminated with the ineffective lapse of the above-mentioned period.
3. In the event that the violation of the provisions of the Terms and Conditions on the part of a Client who is a Privileged user constitutes a violation of the law or the principles of social coexistence, in particular in the scope regulated by Article 14 of the Act on the provision of electronic Services, and the full provision of the Service would result in further violation of these provisions and principles, the Service Provider may suspend the full provision of the

Service and commence the provision of the Limited Service until the violations are remedied or the Contract is terminated.

4. The Client who is not a Privileged User is not entitled to a refund of fees paid for these Services covering the period of the suspension of the full provision of the Services, unless the Services Provider decides otherwise.
5. The Service Provider may refuse to conclude a contract with a User who is not a Privileged User or terminate the contract concluded with them with immediate effect, in the even that such User violated the provisions of the Terms and Conditions, generally applicable law or the principles of social coexistence or violated them during their previous use of the Services. The previous sentence also applies to actions performed by a User who is not a Privileged User in connection with the Services, as part of other activities closely related to them.
6. The provision of subsection 5 shall also apply in the event of a well-founded concern that a User who is not a Privileged User would use the Services for purposes inconsistent with their nature and purpose, in particular in a way that prevents or impedes other Users from using the Service Provider's hardware resources.
7. In relation to Users who are not Privileged Users, any liability of the Service Provider is excluded – within the legally permissible limits.

### **§ 13**

#### **Personal data**

1. The Service Provider is the controller of the User's personal data. The provisions of this section, with the exception of subsections 10-12, apply to data processing performed by the Service Provider acting as a data controller.
2. Detailed information regarding the processing of the User's personal data by the Service Provider acting as a data controller – including the other purposes and the basis for data processing, as well as data recipients – is presented in the Privacy Policy of the Website – due to the transparency principle contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) (“**GDPR**”).
3. The User is entitled to:
  - a) access their personal data,
  - b) change them,
  - c) erase them,
  - d) restrict their processing,
  - e) demand the transfer of the data to a different controller;furthermore, the User has the right to:
  - f) object at any time to the processing of data for reasons related to the User's specific situation – for reasons attributable to their particular situation – regarding the processing of their personal data in accordance with Article 6 (1) (f) of the GDPR (i.e. based on the legally justified interests performed by the controller).
4. In order to exercise their rights, the User should contact the Service Provider by sending a message to the following e-mail address: [gdpr@elfaro.cloud](mailto:gdpr@elfaro.cloud).
5. The purpose of data processing by the Service Provider is, in particular, to enable the provision of Services. In this case, the following can constitute a basis for the processing of personal data by the Service Provider:
  - a contract or activities undertaken on the User's request aiming at its conclusion (Article 6 (1) (b) of the GDPR);

- the Service Provider's legal obligation (Article 6 (1) (c) of the GDPR)
  - the Service Provider's legitimate interest consisting in the processing of data for the purposes of determining, asserting or defending legal claims (Article 6 (1) (f) of the GDPR).
6. Providing data by the User is voluntary, however it is necessary if a contract for the provision of the Service is to be concluded. Failure to provide the data will prevent the conclusion of the contract.
  7. While processing personal data, the Service Provider uses organisational and technical measures which comply with the applicable law.
  8. The User's data will be processed until:
    - a) the contract concluded between the Service Provider and the Client ceases to apply;
    - b) the Service Provider ceases to be legally obliged to process personal data;
    - c) the possibility of pursuing claims by the Service Provider or the User ceases to apply;
    - d) the User's objection against the processing of their personal data is accepted – if the basis for data processing constituted the Service Provider's legitimate interest.– depending on whichever is applicable in that case and whichever is later.
  9. If the User finds that their data is being processed unlawfully, they may submit a complaint to the President of the Personal Data Protection Office.
  10. Subject to subsection 12, the Service Provider is the controller of the personal data other than the Client's data provided by the Client in connection with the use of the Hosting Service. The Service Provider processes the data referred to in the preceding sentence on the basis of the Personal Data Processing Entrustment Agreement, which constitutes Appendix 2 to the Terms and Conditions.
  11. The provision of subsection 10, as well as the provisions of the Personal Data Processing Entrustment Agreement, constituting Appendix 2 to the Terms and Conditions, shall apply accordingly in the event that the Client processes the data referred to in subsection 10 as a data controller referred to in Article 4 (8) of the GDPR, and entrusts them for processing to the Service Provider acting as another processor.
  12. Bearing in mind Article 2 (2) (b) of the GDPR, excluding the use of the GDPR in the processing personal data by a natural person as part of purely personal or home-related activities, the Personal Data Processing Entrustment Agreement, constituting Appendix 2 to the Terms and Conditions, is concluded between the Service Provider and the Client who is not a Consumer.

## **§ 14**

### **Amendments in the Terms and Conditions**

1. The Service Provider reserves the right to amend the Terms and Conditions – with regard to Privileged Users, the Service Provider may only exercise this right for substantial reasons.
2. The substantial reasons referred to in subsection 1 include:
  - a) the need to adapt the Website of the Services provided herein to legal provisions which affect the Website's operations;
  - b) improving safety of the Services provided;
  - c) developing the Website or Services provided herein.
3. Information on the planned amendments to the Terms and Conditions will be made available to the Client in the Account or sent to the Client's e-mail address assigned to their Account at least 14 days before the amendments come into force.
4. If the Client fails to object to the planned amendments of the Terms and Conditions prior to their entry into force, it is assumed that they accept them. However, it does not prevent them from terminating contracts concluded with the Service Provider in the future.

5. If the Client does not accept the planned amendments, they should inform the Service Provider about that fact by sending an e-mail to the Service Provider's e-mail address: [contact@elfaro.cloud](mailto:contact@elfaro.cloud). This will result in the termination of the contracts concluded on the basis of the Terms and Conditions on the date when the planned amendments come into force, subject to subsection 6.
6. In the event that the Service Provider is able to provide the Service on the current terms to a Client who objected to the amendments of the Terms and Conditions, the contracts that cannot be performed on the current terms shall be terminated in accordance with the provisions of subsection 5.

## **§ 15**

### **Final provisions**

1. The Service Provider communicates with Users (including concluding contracts) in Polish or English, depending on the User's preference.
2. In the case of Users who are not Consumers, the applicable law in matters related to the Terms and Conditions (including the Services provided) is Polish law. In the case of Consumers, the Polish law is applicable, however the choice of this law is made without prejudice to the protection provided to Consumers with the mandatory provisions of the law of the state of their habitual residence, as well as European or other law applicable to the Consumer – in accordance with the provisions of the Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I Regulation). This means in particular that if a Consumer's national law provides for wider protection than that resulting from these Terms and Conditions or the Polish law – this broader protection is applied.
3. Should any provision of these Terms and Conditions lead to restriction of the Consumer's rights under applicable mandatory provisions of law (including those applicable under the Rome I Regulation), the use of which may not be limited or excluded in relation to the Consumer – they do not apply in relation to the Consumer.
4. In the case of court disputes with a User who is not a Privileged User, the disputes will be settled by the court competent for the Service Provider's registered office.

**Appendix 1 – Template of statement of withdrawal from the contract that the Consumer or Privileged Entrepreneur may (but does not have to) use**

**TEMPLATE OF STATEMENT OF WITHDRAWAL FROM THE CONTRACT**

(this form should be filled in and sent only in the event when one wishes to withdraw from the agreement)

i365 Spółka z ograniczoną odpowiedzialnością  
ul. Czerniawska 2A/27  
50-576 Wrocław  
e-mail: contact@elfaro.cloud

I/We(\*) hereby inform about my/our withdrawal from the contract for the provision of the following Service: \_\_\_\_\_

– Date of conclusion of the contract \_\_\_\_\_

– Name and surname of the Consumer(s) / Privileged Entrepreneur(s)

\_\_\_\_\_

– Address of the Consumer(s) / Privileged Entrepreneur(s)

\_\_\_\_\_

\_\_\_\_\_ Signature(s) of the Consumer(s) / Privileged Entrepreneur(s)

(only if the declaration is sent in paper form)

\_\_\_\_\_

Date

(\*) Delete as appropriate.

## **Appendix 2 – Personal Data Processing Entrustment Agreement**

### **ENTRUSTMENT AGREEMENT ON PERSONAL DATA PROCESSING ("Entrustment Agreement")**

concluded between:

the **Service Provider**, hereinafter referred to as the **Processor**,

and

the **Client who is not a Consumer**, hereinafter referred to as the **Data Controller**.

#### **§ 1**

##### **GENERAL PROVISIONS**

1. The capitalised terms in the Entrustment Agreement shall have the meaning assigned to them in the Terms and Conditions of the Elfaro Website. This provision also applies to the terms used to define the parties to the Entrustment Agreement.
2. This Agreement is concluded in connection with the conclusion of a contract for the provision of the Hosting Service ("**Main Agreement**") by the Data Controller and the Processor.
3. Under the Entrustment Agreement, i.e. on the terms and within the scope indicated therein, the Controller entrusts the Processor with Data entered by the Controller under the Hosting Service for processing ("**Data**"), and the Processor undertakes to process the Data within the limits specified in the Agreement and generally applicable provisions of law.
4. The Processor processes the Data only at the Controller's documented request, in particular those contained in the Main Agreement, as well as those expressed by ordering further services.
5. The provisions of this Entrustment Agreement apply accordingly when the Client processes personal data as a processor referred to in Article 4 (8) of the Regulation of the European Parliament and of the Council (EU) 2016/679 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 – "**GDPR**") and entrusts Data for processing to the Service Provider, who processes it as a sub-processor.

#### **§ 2**

##### **REPRESENTATIONS OF THE PARTIES**

1. The Controller declares that it has the status of personal data controller within the meaning of the GDPR, with regard to the Data, subject to section 1 subsection 5.
2. The Controller declares that it has appropriate grounds for processing the Data, and that entrusting Data to the Processor will not violate third-party rights.
3. The Processor ensures that the persons they authorise to process the Data will be obliged to maintain their confidentiality or will be subject to the relevant statutory obligation to maintain their confidentiality.
4. The Processor ensures that it takes all measures required by applicable law, in particular by Article 32 of the GDPR, according to which the Processor implements appropriate technical and organisational measures, taking into account the state of technical knowledge, cost of implementation, as well as the nature, scope, context and purposes of the processing, as well as the risk of violation of the rights or freedoms of natural persons with different probability of occurrence and threat severity, to ensure a level of security corresponding to this risk.
5. The Controller shall notify the Processor of any actions of competent public administration authorities related to the processing of the Data by the Controller.

### **§ 3**

#### **THE SCOPE OF PROCESSING**

1. Processing of Data by the Processor will take place solely for the purpose of implementing the Main Agreement.
2. On the basis of the Entrustment Agreement, the Processor will process:
  - a) the so-called non-sensitive data, i.e. not subject to additional regulations, such as:
    - i. name and surname,
    - ii. address data (including e-mail addresses),
    - iii. data regarding orders of goods or services offered by the Controller,
    - iv. IP addresses;
    - v. data included in the correspondence between the Controller and third parties;and, if it results from the nature of the activity carried out by the Controller, in connection with which the Controller uses the Hosting Service:
  - b) special categories of personal data, i.e., data specified in Article 9 of the GDPR:
  - c) data of minors.
3. Data of the following categories of persons may be processed under the Entrustment Agreement:

- the Controller’s clients or contractors;
- users of the Controller's website;
- the Controller's employees and associates;
- persons corresponding with the Controller, in particular via e-mail or electronic contact forms;

#### **§ 4**

#### **ASSISTANCE AND SUPERVISION**

1. Taking into account the nature of the processing, the Processor will assist the Controller (“**Assistance**”):
  - by adopting appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller’s obligation (if, in a given case, it applies to the Controller) to respond to requests for exercising the Data subject’s rights laid down in Chapter III of the GDPR;
  - by assisting the Controller in fulfilling its obligations specified in Articles 32-36 of the GDPR
  - taking into account the information made available to it.
2. The Processor is obliged to provide the Controller with all information necessary to demonstrate the obligations specified in Article 28 of the GDPR and enable the Controller or an auditor authorised by the Controller to carry out audits, including inspections (“**Audit**”) and to contribute to them.
3. If, in the opinion of the Processor, the requests issued by the Controller violate the provisions of the GDPR or other provisions of EU or Polish law – the Processor shall inform the Controller about the fact without undue delay.
4. The Processor may refuse to provide the Controller with information that is confidential under the law, including business secrets of the Processor or third parties, as well as information constituting personal data not considered Data, if this information can be replaced with other information (including statements of the Processor), and if it is not possible – this information will be made available to the Controller (or persons designated by it) only at the Processor's premises, after the Controller and all persons engaged by the Controller conclude a non-disclosure agreement presented by the Processor.
5. Conducting an Audit is possible after the Controller notifies the Processor in writing about the intention to conduct it at least two weeks in advance and presents a list of persons

involved in the Audit on the Controller's part. Moreover, the notification should specify the duration and scope of the Audit.

6. If the Audit is not directly related to the activities of authorised public administration authorities directed towards the Controller in connection with data processing or identified and documented violation of Data processing on the Processor's part – the total duration of the Audits conducted by the Controller may not exceed three days in a calendar year.
7. The Audit may be conducted only after the Controller and all persons used by the Controller have concluded a data protection agreement presented by the Processor, obliging them to duly protect all information obtained in connection with the Audit.
8. Audits are conducted at the expense of the Controller. The costs of providing Assistance and Supervision over the Processor by the Controller shall be borne solely by the Controller. The costs of Assistance and Supervision include in particular costs incurred by the Processor in connection with the performance of controls, audits or drawing up of documents, providing information or assistance to the Controller. If the costs referred to in this subsection were incurred by the Processor – the Controller shall reimburse them without undue delay. Detailed rules for the reimbursement of costs to the Processor are specified in particular in the Processor's price lists or the Main Contract.
9. The Audit is conducted during the Processor's working hours and may not in any way interfere with or negatively impact the Processor's day-to-day operations.
10. The Processor shall cooperate with authorities competent for personal data protection within scope of their tasks.
11. If the provisions of laws or the Entrustment Agreement do not provide for a different date – all information provided by the Processor to the Controller, as well as the performance of activities to which the Processor is obliged in connection with the Entrustment Agreement, will be performed without undue delay, however not later than within 30 days from the receipt of an appropriate request.
12. The provisions of this section apply accordingly to the Controller's actions in relation to Sub-processors referred to in section 5.

## § 5

### SUB-ENTRUSTING OF PERSONAL DATA

1. The Processor may use services of other processors ("**Sub-processors**") only with the Controller's prior detailed or general written consent.

2. The Controller agrees to the Processor's use of the Sub-processors indicated in Appendix 1 to this Agreement, as well as to transfer data outside the European Economic Area, provided that this occurs on the principles set out in the GDPR, including to countries or entities for which the European Commission has identified an adequate level of data protection. An amendment to this Appendix does not constitute an amendment to the Entrustment Agreement, and the provisions of subsections 3-4 of this section apply accordingly.
3. The Controller must be notified in advance about the entrusting of Data processing to Sub-processors not indicated in Appendix 2 – in order to allow the Controller to object, not later, however, than 5 days before the commencement of sub-processing. The notification may be made in particular by electronic means.
4. If the Controller does not object, it is assumed that the Controller consented to the use of services of a Sub-processor. In the event of an objection, the Processor may not entrust the data to a Sub-processor to which the objection applies – at the same time, in such a case, the Processor will be entitled to terminate the Entrustment Agreement with immediate effect, and the Controller will not be entitled to any reimbursement in this respect.
5. The Processor shall impose the same Data protection obligations as those arising from the Entrustment Agreement on each Sub-processor, in particular by concluding an agreement, specifically ensuring sufficient guarantees for the implementation of appropriate technical and organisational measures, to ensure that the processing complies with the requirements of the GDPR.
6. In the event that a Sub-processor fails to fulfil its obligations in relation to the Data, the Processor shall bear the full liability for the fulfilment of the Sub-processor's obligations towards the Controller.

## **§ 6**

### **TERM OF THE ENTRUSTMENT AGREEMENT**

1. The Entrustment Agreement terminates upon the termination of the Main Contract.
2. Data processing takes place during the term of the Entrustment Agreement.
3. Once the Entrustment Agreement is terminated, the Processor will erase or return to the Controller (depending on the Controller's decision) all personal data, as well as will erase all existing copies, unless the European Union law or applicable provisions of Polish law make storage of personal data obligatory.

4. In the event of termination of the Entrustment Agreement, the Controller should notify the Processor about the decision referred to in the previous subsection, however not later than on the last day of the Entrustment Agreement. In the absence of such a decision within this period, it is assumed that the Controller ordered the Processor to delete the Data; all related consequences shall be borne solely by the Controller.
5. Generally applicable provisions of Polish or European law, as well as the provisions of the Main Contract, apply to all matters not covered hereby.

#### **Appendix 1 to the Personal Data Processing Entrustment Agreement – list of Sub-processors**

The Controller consents to the use of services of the following Sub-processors on the Processor's part:

- 1) the Processor's subcontractors who are natural persons personally providing services to the Processor, in particular providing services based on a contract of mandate, specific task contract or other civil law contract;
- 2) members of the Processor's bodies, as well as its proxies;
- 3) Tech Data Polska Sp. z o.o., NIP 113-00-02-653. Under the service provided by this entity, the data will also be processed by:
  - a) Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855 Luxembourg  
R.C.S. Luxembourg: B186284 (Company operating through its branch in Poland:  
Amazon Web Services EMEA SARL spółka z ograniczoną odpowiedzialnością Oddział w Polsce  
[Branch in Poland], NIP: PL108-00-22-032);
  - b) Microsoft Ireland Operations Ltd, One Microsoft Place, South County Business Park,  
Leopardstown, Dublin 18, D18 P521, Ireland;
- 4) Operator Chmury Krajowej sp. z o.o., NIP: 525-27-75-789 (under the service provided by this entity, the data will also be processed by Google Poland Sp. z o.o., NIP: 525-23-44-078);
- 5) Oracle Polska Sp. z o.o., NIP 527-02-01-490;
- 6) Hetzner Online GmbH, Gunzenhausen;