

Terms & Conditions of services within the DocSecure Application

1. Introduction

- 1) These Terms & Conditions define the rules for the provision of the DocSecure Service, in particular:
 - a) the types and scope of services provided electronically;
 - b) the conditions for the provision of electronic services, including:
 - technical requirements necessary for cooperation with the ICT system used by the Service Provider,
 - prohibition of the recipient from providing illegal content;
 - c) the conditions for concluding and terminating contracts for the provision of electronic services;
 - d) the complaint procedure.
- 2) The Service Provider takes it upon himself to provide the Services in a professional manner with due diligence, in line with the terms specified in the Pricing and the Terms & Conditions.
- 3) The condition for using the Service is to read the following regulations and accept their provisions. For this purpose, the Service Provider makes the Terms & Conditions available to the Service Recipient free of charge before finalizing the contract for the provision of the Service, and also – upon request – in such a way that it is possible to obtain, reproduce and save the content of the regulations using the ICT system used by the Customer and the User.

2. Definitions

- 1) **Service Provider** – ARPI Network Sp. z o.o. based in Warsaw, ul. Wiertnicza 165, postal code 02-952, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register under the KRS number 0000430449, NIP: 7010354921, share capital: 5,000.00 PLN; a part of the ARPI Group being an entity with full proprietary copyrights to the Application, providing the Service by electronic means under the provisions of the Terms & Conditions;
- 2) **Application** – DocSecure web application used to provide the Service. The application operates within a virtual disk on which the User uploads and manages data (downloads, changes, views and makes data available to selected people); The Service Provider is entitled to all proprietary copyrights to the Application.
- 3) **Customer** – both an individual Consumer (i.e. an adult natural person with full legal capacity, defined according to civil law, concluding a contract with the Service Provider not directly related to its business or professional activity), and an Entrepreneur (i.e. a natural person, legal person and an organizational unit that is not a legal person, the separate act of which grants legal capacity, performing economic activity on its behalf).
- 4) **User** – anyone who registers a User Account; The application provides three levels of authorizations granted to individual Users by the Service Provider: Space Administrator, Space Moderator, User.
- 5) **Space Administrator** – a Customer who registers a User Account with the rights of the Space Administrator, who has the possibility of granting other Users with the Space Moderator rights. The granting of additional permissions takes place by providing an e-mail address.
- 6) **Space Moderator** – a User to whom the Space Administrator has granted additional rights to share files via the Application with Users by indicating them with their e-mail addresses.
- 7) **Space** – a separate part of the Application's virtual disk resulting from the registration of the User Account by the Space Administrator. Each Space has a unique name.
- 8) **User Account** – an individual electronic account registered by the User in the Application through which the Service is provided, and is identified by a unique login (e-mail address), password, and telephone number selected by the User, which is also an entry in the Service Users database.
- 9) **Registration form** – the Account registration form is available at https://docsecure.eu/users/sign_up, and enables the creation of a User Account.
- 10) **Privacy Policy** – an integral part of these Terms & Conditions specifying the rules for the processing of Customers' data by the Service Provider.
- 11) **Service** – DocSecure service provided electronically under the Act of July 18th, 2002, on the provision of electronic services, carried out via the Application, consisting in safe sending, storing and sharing files via the website: <https://docsecure.eu>, compliant with applicable law on the protection of personal data (in particular the Act of May 10th, 2018 on the protection of personal data).

- 12) **Share plan** – one of the three available share plan options for the Service, the plans are available on the website at <https://docsecure.eu/pricing>.
- 13) **Agreement** – Agreement for the provision of electronic services, per Art. 2 of the Act of July 18th, 2002, on the provision of electronic services.
- 14) **Regulations** – this document specifying the rules for the provision of the Service.

3. Principles of communication

- 1) Service Provider's data:
 - a) Service Provider's address: ul. Wiertnicza 165, 02-952 Warsaw;
 - b) Service Provider's e-mail address: contact@arpinetwork.com;
 - c) Service Provider's telephone number: +48 22 559 00 55
- 2) The User may contact the Service Provider via the above-mentioned data.
- 3) Communication with the User takes place via the e-mail address identifying the Account.
- 4) The Service Provider shall not be liable for ineffective delivery of the message to the e-mail address provided by the User, in particular in the following cases: when the address is incorrect, it belongs to a third party, or the e-mail server software prevents delivery of the e-mail.

4. Technical requirements

- 1) The conditions for access to the Service are:
 - a) having a device with access to the Internet;
 - b) having an operating system: Windows or Linux (with a graphics console), Mac OS or Android;
 - c) having a web browser with JavaScript support: the latest version of Internet Explorer, Google Chrome, Mozilla Firefox, Safari, Opera or other mobile versions;
 - d) cookies enabled voluntarily;
 - e) FlashPlayer installed;
 - f) an active e-mail account (e-mail).
- 2) The user may agree to enable cookies. Detailed information on the purpose of storing and accessing information using Cookies, as well as the User's ability to specify the conditions for storing or accessing the information contained in Cookies, utilizing software settings installed in the User's telecommunications end device or service configuration, can be found in the Privacy Policy available on the website at https://docsecure.eu/terms_and_conditions.
- 3) The Service Provider, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Application, caused by force majeure, unlawful actions of third parties, or incompatibility of the Application with the User's technical infrastructure.

5. Terms of service

- 1) The Service Provider, via the Application, provides electronically, for the benefit of Customers, a Service that enables the following activities: sending, storing, encrypting, and sharing files. The service is available at <https://docsecure.eu>. To use the Application, the Customer registers a User Account and selects one of the available Share Plans. The price list and descriptions of the available Share Plans can be found at: <https://docsecure.eu/pricing>.
- 2) The application is embedded on a virtual disk on which the Service User registers a User Account through which he saves and manages data (downloads, changes, browses, encrypts, and makes data available to selected persons).
- 3) By registering a User Account, the Customer obtains the rights of the Space Administrator. The Space Administrator is entitled to provide selected functionalities to the Clients and Users selected by him.
- 4) As part of the Service, the Customer may independently appoint Space Moderators, who will be granted additional rights to share files via the Application, by indicating any e-mail addresses and enabling its use by the terms set out in the Regulations.
- 5) Users who do not have the rights of the Space Moderator use the Service only for mutual communication, i.e. without the possibility of using the Application for communication with other entities.

- 6) By registering, the Customer accepts the provisions of the Regulations and undertakes to comply with them. The Customer undertakes to ensure compliance with the provisions of the Regulations by the Users who are allowed to use the Application and be fully responsible in the event of their breach of these provisions.
- 7) As part of the Service, the following Services are provided to Customers free of charge electronically:
 - a) User Account Service,
 - b) Newsletter.
- 8) The contract for the provision of electronic services consisting of maintaining the User Account is concluded when the User registers the Account.
- 9) The contract for the provision of Newsletter services by electronic means is concluded when the User expresses his consent to receive the newsletter. The Service Recipient may at any time resign from receiving offers or modify his settings via the Application or by contacting the Service Provider directly via e-mail or telephone. The resignation referred to in the previous sentence is tantamount to the termination of the contract for the provision of the Newsletter service by electronic means.

6. User Account

- 1) To use the Application, the User registers a User Account. The User Account maintenance service is free of charge.
- 2) The condition to register the Account is to fill in the fields marked with an asterisk in the Registration Form, i.e. the name of the Space, first name and surname of the User, e-mail address, telephone number, establishing a login password to secure the Account, as well as acceptance of these Terms & Conditions and the Privacy Policy attached to these Terms & Conditions.
- 3) By accepting Terms & Conditions, the User makes statements with the following content:
 - a) I have registered the Account voluntarily,
 - b) The data contained in the Form are consistent with the truth.
- 4) The User may have one individual User Account identified by a unique login [email address], password and telephone number. Within one Account, the User may have access to an unlimited number of Spaces.
- 5) The Login [e-mail address], password and telephone number assigned to the account cannot be changed, except for operation through the password reminder option.
- 6) The account created as part of the Application is created for an indefinite period.
- 7) The Service Provider reserves the right to delete inactive accounts, i.e. those that have not been used for a longer period [not less than 2 years], or that exhibit operational behavior inconsistent with the rules set out in the Regulations, stating the reason for such a decision by sending an e-mail following the rules communication specified in these Regulations.
- 8) The User may at any time deactivate his Account without any additional costs and without giving reasons, by sending a declaration of resignation from keeping the account to the e-mail address admin@docsecure.eu, or in writing to the contact address indicated by the Service Provider in Art. 3 of these Regulations. The account will be deactivated within 7 business days of receiving the statement.
- 9) Deactivation referred to in points 8 and 9 is equivalent to the termination of the contract for the provision of electronic services with immediate effect.
- 10) It is forbidden to share the Account with third parties.

7. Share plans and payment

- 1) The DocSecure is a paid service.
- 2) The Service Provider allows the Customer to choose one of the three share plans available on the website at <https://docsecure.eu/pricing>.
- 3) As part of each Share Plan, the Customer receives the designated number of shares as listed on the website at <https://docsecure.eu/pricing>.
- 4) The customer can choose a share plan at any time, excluding maintenance breaks. For this purpose, the Customer must register a User Account under the provisions of these Terms & Conditions.
- 5) The prices of the share plans are given in Polish zlotys and include VAT.
- 6) The customer can use the following payment methods:
 - a) payment by bank transfer to the Service Provider's account,
 - b) electronic payments,

c) payment by credit card.

8. Conclusion of the Agreement. Conditions for terminating the contract for the provision of electronic services

- 1) The finalization of the Agreement with both the Consumer and the Entrepreneur takes place upon the selection of the share plan and the acceptance of the Regulations.
- 2) The Service Recipient may terminate the concluded contract for the provision of services at any time, but only for important reasons. He should then reimburse the Service Provider for the expenses taken on to properly perform the service. The Service Recipient is then also obliged to pay the Service Provider a part of the remuneration corresponding to his previous activities, and if the termination occurred without an important reason, he should also cover the cost of damage.
- 3) The Service Provider may terminate the concluded contract for the provision of services at any time. However, if the termination occurs without good cause, he is liable for the damage.
- 4) Termination of the contract specified in paragraph 1 and sec. 2 is effective immediately.
- 5) The termination of the contract referred to in paragraph 1 and sec. 2 may take place by sending a written statement on this subject to the Service Provider's address or by sending the statement to the Service Provider's e-mail contact address.

9. Using the Application

- 1) The Service Provider reserves the right to delete processed files, in particular those that violate the Regulations and applicable law.
- 2) It is forbidden to:
 - a) attempt to affect the stability of the Application or ICT networks;
 - b) conduct any activities of a criminal nature, in particular activities of a hacking nature;
 - c) conducts any activities that infringe on copyrights of third parties;
 - d) post information about third parties in the processed files without the prior authorization of these persons;
 - e) upload or use viruses, bots, worms, or other malicious codes, files, or programs that may affect the functioning of the Application or its Users;
 - f) store, post, or send content that is inconsistent with generally applicable laws, contrary to the Regulations or decency, in particular, the content that:
 - is erotic, pornographic, obscene in nature,
 - contains content commonly considered vulgar and offensive,
 - depicts or promotes violence, fascism, racism, hatred, discrimination [racial, cultural, ethnic, religious or philosophical, etc.],
 - violates personal rights or offends the dignity of other people,
 - disseminates data breaking techniques, viruses, and the publication of any other materials, similar in content and operation,
 - violates the right to privacy or suspected of violating the right to privacy,
 - contains materials protected by copyright not owned by the User,
 - describes, promotes, or provides instructions for illegal activities or even potentially dangerous activities,
 - are deemed undesirable by the Administrator,
 - are illegal or violate social and moral norms,
 - uses the Application in a manner inconsistent or inconsistent with its purpose.

10. Representations and obligations of the Service Provider and the Customer

- 1) The Parties involved declare that they will grant the rights to use the Service on their behalf only to Users who are adults and have full legal capacity,
- 2) Provisions of the Customer and Users:
 - a) The User declares that the e-mail address entered or provided during registration by the User to use the Service is personally entitled to him and that he has the right to dispose of this e-mail address,
 - b) The User declares that all questions and problems will be reported to the Service Provider's e-mail address: admin@docsecure.eu.

- 3) The Customer declares that the files processed as part of the Application will not violate any third party rights, in particular copyrights and property rights and the right to personal data protection, and that they are fully entitled to process them as part of using the Service,
- 4) The Customer declares that in the event of any claims against the Service Provider regarding the content, form, or rights related to the files processed by a given User, they will release the Service Provider from any liability, legal and financial, and bear the related costs.

11. Responsibility

- 1) The Service Provider is not responsible for any disruptions in the operation of the Application which are not his fault. In particular, it is not legally or financially responsible for temporarily disabling some or all of the Application's functionalities.
- 2) The Service Provider does not provide any guarantees as to the correct functioning of the Application, its continuity and is not responsible for any damage caused during service work, unavailability, shutdowns, breaks, or other administrative or technical events.
- 3) The Service Provider reserves the right to freely modify the functionality of the Application and to change the rules for providing the Service, in particular, to cease operations. As a result of such actions, the User and the entity on behalf of which he acts are not entitled to claim damages or to make other claims against the Service Provider.
- 4) The Service Provider is not responsible for the content and legality of the files presented and processed as part of Users' accounts and for any damage resulting from this processing. The Customer on behalf of whom the User acted is solely responsible in this respect.
- 5) The Service Provider is not responsible for damages and losses resulting from the launch of files processed as part of the Application. The Customer on behalf of whom the User acted is solely responsible in this respect.
- 6) The Customer uses the Application at his own risk. The Service Provider is not responsible for the disclosure of classified information sent or presented via the Application.
- 7) The Service Provider undertakes to cooperate with authorized state authorities conducting proceedings against the User as a result of a crime committed by him or suspected crime in connection with the use of the Service.
- 8) Any disputes arising in connection with the processing of files, entities on behalf of which Users act, will be resolved without the participation of the Service Provider.
- 9) If a given User notices files that violate the security or generally applicable legal provisions, the entity on behalf of which the User is acting is obliged to immediately report such a situation to the Service Provider using the following e-mail address: admin@docsecure.eu, providing justification and address to files.
- 10) Any activities that may adversely affect the image of the Application or the Service Provider are prohibited.

12. Complaint

- 1) Complaints may be submitted for:
 - a) the failure to meet the deadline for the commencement of the provision of services to the Service User through the fault of the Service Provider,
 - b) the non-performance, improper performance of services, or their defective settlement.
- 2) The complaint should be made and submitted in writing. It may also be submitted in electronic form and sent to the Service Provider to the e-mail address indicated in Art. 3 of these Regulations.
- 3) A complaint may be filed within 30 days from the date on which the Service was performed or was to be performed.
- 4) A complaint regarding non-performance or improper performance of the service must contain in detail its subject and the circumstances justifying it.
- 5) The Service Provider considers complaints within 14 days from the date of its submission.
- 6) In the event of a breach of the terms of the complaint procedure, the complaint may not be recognized.
- 7) After registering the complaint, the Service Provider's employee contacts the Service Recipient by e-mail or phone within 3 working days.

13. The right to withdraw from the Agreement

- 1) Customers who are consumers, i.e. natural persons who perform a legal transaction with the entrepreneur not directly related to their business or professional activity, have the right to withdraw from any contract for the provision of Services concluded with the Service Provider, within 14 days from the date of conclusion of such contract.
- 2) The declaration of withdrawal from the contract should be made in writing.
- 3) To meet the deadline, it is enough to send the statement by registered mail to the address of the Service Provider before the deadline.
- 4) The declaration of withdrawal from the contract may also be submitted in electronic form and sent to the Service Provider at the e-mail address.
- 5) Declaration of withdrawal from the contract for the provision of the Service, the consumer may use the template constituting Annex 2 to these Terms & Condition.

14. Personal data protection

Upon registration, the User agrees to the placement and processing of his data by the Service Provider, following the conditions, in the manner and for the purposes specified in the Privacy Policy (Annex 1) and in accordance with the provisions of the Regulations.

15. Final provisions

- 1) All rights to the Application and all its elements (including software, functional layout, graphic elements, databases, and works presented as part of the Application), except for content from and distributed by its Users, belong to the Service Provider and are subject to legal protection. This applies in particular to:
 - a) works subject to protection under the Act of February 4th, 1994, on Copyright and Related Rights (i.e. Journal of Laws 2018.1191, i.e. of 2018.06.21, as amended),
 - b) databases subject to protection under the Act of July 27th, 2001 on the protection of databases (Journal of Laws 2001.128.1402 of 2001.11.09, as amended),
 - c) trademarks protected under the Act of June 30th, 2000, industrial property law (Journal of Laws 2017.776, i.e. of 2017.04.13 as amended),
 - d) Internet domain names.
- 2) The Regulations are available at https://docsecure.eu/terms_and_conditions and the seat of the Service Provider.
- 3) The condition for using the Service is to accept the Regulations.
- 4) The Regulations come into force on March 1, 2021.
- 5) The Regulations may be changed under the conditions specified in the Regulations.
- 6) The Service Provider, under the conditions described below, reserves the right to unilaterally amend the provisions of the Regulations in the event of:
 - a) changes in generally applicable legal provisions governing the provision of services affecting the mutual rights and obligations of the Parties or changes in their interpretation as a result of court judgments, decisions, recommendations, or recommendations of offices or bodies competent in a given field,
 - b) changes in the method of providing the Service resulting from technical or technological, business or security reasons,
 - c) introducing new or withdrawing existing Services by the Service Provider;
- 7) In the event of changes to the Regulations, the Service Provider will inform the Customer about it via the e-mail address provided by him. On the other hand, other Users via the e-mail address assigned to the account of a given User, with information about the change and the address of the website on which the Regulations are published. If the amended version of the Regulations is not accepted, the User may terminate the contract with the Service Provider with immediate effect by submitting to the Service Provider within 14 days from the date of receipt of the above information a declaration - in writing or via e-mail - about the lack of acceptance of the changes introduced in the Regulations. Submission of the above-mentioned statements means the termination of the contract between the User and the Service Provider. Termination of the Agreement in this way results in the deletion of the processed data of Users acting on behalf of the terminating entity from the Application database and deletion of accounts.
- 8) The uniform text of the Regulations will be published in the Application each time.

- 9) The Application, Regulations, and contracts are governed by Polish law. In matters not covered by the Regulations, the provisions of the Act on the provision of electronic services, the Act on the protection of personal data, the Civil Code, and other mandatory provisions of law shall apply.
- 10) In the event of a change or annulment, as a result of a valid court decision, any of the decisions of the Regulations, other provisions remain in force and bind the parties (severability clause).

16. Methods of dispute resolution

- 1) Detailed information on the possibility for the Consumer to use extrajudicial means of dealing with complaints and redress and the rules of access to these procedures are available at the offices and on the websites of poviats (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Inspectorates of the Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection: http://uokik.gov.pl/spory_konsumenckie.php; http://uokik.gov.pl/sprawy_indywidualne.php and http://uokik.gov.pl/wazne_adresy.php.
- 2) The consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and redress:
 - a) The consumer is entitled to apply to a permanent amicable consumer court referred to in art. 37 of the Act of December 15th, 2000, on the Trade Inspection [Journal of Laws of 2014, item 148, as amended], with a request to settle a dispute arising from the Agreement concluded with the Service Provider.
 - b) The consumer is entitled to apply to the provincial inspector of Trade Inspection, under art. 36 of the Act of December 15th, 2000, on the Trade Inspection [Journal of Laws of 2014, item 148, as amended], with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Service Provider.
 - c) The consumer may obtain free assistance in resolving a dispute between him and the Service Provider, also using the free assistance of a poviats (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers).
- 3) If the Customer is an Entrepreneur, any disputes arising under the Regulations or contracts for the provision of electronic services will be resolved amicably by the Parties through negotiations or mediation, and in the event of failure of the Parties to reach an agreement – by the Common Court competent for the seat of the Service Provider.

Privacy Policy

1. Introduction

- 1) This Privacy Policy sets out the rules for the protection of Companies, Service Clients, and Application Users in connection with the processing of Personal Data.
- 2) By using the Service, you accept all the rules applied by the Service Provider and set out in the Regulations and the Policy. The User confirms the acceptance indicated in the previous sentence by selecting the field regarding this acceptance that appears during registration.
- 3) Please read the Privacy Policy and Terms & Conditions before using the Service. In the event of non-acceptance of the rules set out in the Terms & Conditions and the Policy, the User should not start using the Service.

2. Definitions

Data on Users' activity under the Service – Data on Users' activity under the Service, data on sessions, devices, and the operating system, browser, location, and unique ID registered and stored via cookies or tracking scripts. They include in particular the following data: clicks as part of using the Service, visits to the Application website, dates of creating and logging in to the User Account, data on the use of specific services as part of the Service, history, and activity of the User as part of the Service.

Personal Data / Data – data of Companies, Customers, Users, and data entrusted to the Service Provider for processing by Companies and Customers.

Registration data – data that is part of the Personal Data catalog, provided in the registration forms available in the Application: login (email address), business telephone number.

Policy – this Privacy Policy, constituting Annex 1 to the Terms & Conditions.

Processing – operations performed on Personal Data, such as collecting, recording, storing, developing, changing, sharing, making backups, and others necessary to provide the Service or use the Website.

Regulations – Regulations for the provision of services under the DocSecure Application.

GDPR – Regulation [EU] 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC [general regulation on the protection of data].

Other capitalized terms not defined above have the meaning given to them in the Terms & Conditions.

3. The Service Provider as a Personal Data Processor

- 1) The Service Provider processes Personal Data as an entity that processes Data on behalf of the Company or the Client.
- 2) The Administrator of Personal Data is:
 - a. the Company – concerning the Personal Data of the Account Manager,
 - b. the Customer – concerning the Personal Data of the Customer Representative and the data contained in the content sent by the Account Manager or Client's Representative using the Service.

The Administrator decides what Personal Data has been entrusted to the Service Provider and for what purpose the User uses the Service.

- 3) Contact details of the Service Provider: ARPI Network Sp. z o.o., based in Warsaw, ul. Wiertnicza 165, postal code 02-952, e-mail: admin@docsecure.arpi.com.

4. Purpose of processing certain types of Personal Data

- 1) Personal Data is processed by the Service Provider as an entity that processes data within the meaning of the GDPR, to provide Services within the DocSecure application.
- 2) Provision of the Service includes the following activities on the part of the Service Provider:
 - a. administrative activities related to the conclusion of the contract for the provision of services by electronic means based on the Regulations, setting up a User Account and authentication of the User as part of the Application,
 - b. Provision of the Service – enabling the following activities to be performed between a given Company and the Customer selected by it: sending, storing, encrypting, and sharing files
 - c. sending communications related to the use of the Service and its functioning (including system messages),
 - d. consideration of complaints, possible redress, and quality control of the Service.
- 3) To provide the Service within the framework of point 2 lit. a, c above, the following are processed: Registration data and the password provided by the User. The password is stored only in an encrypted form; the Service Provider does not have access to it.
- 4) To provide the Service within the framework of point 2 lit. b, d above, the following data is processed: Registration data, Personal Data contained in the content sent by Users using the Service, and Data on the activity as part of using the Service.

5. Legal grounds for processing Personal Data

To provide the Service, it is necessary to process Personal Data.

The legal basis for the processing of Personal Data is Art. 6 sec. 1 lit. b GDPR – the processing of Personal Data is necessary to perform the contract.

6. Recipients of Personal Data

- 1) Personal Data is transferred to the following categories of recipients:

Providers operating in the area of support covering some functions of the Service (webinars), hosting services and customer service support, as well as services related to tracking security incidents, responding to them, diagnosing and solving problems in the Service.

- 2) Recipients of Personal Data are based in Poland and other countries of the European Economic Area (EEA).

7. Control over Personal Data

- 1) Companies, Clients, and Users can exercise their rights regarding their data by submitting to the address admin@docsecure.arpi.com.
- 2) Following the relevant provisions of the GDPR and on the terms specified therein, the Company, the Customer, and the User have the right to request access to data, rectification, deletion, objection, transfer (if the basis is consent and the Data is processed in an automated manner) or to limit their processing.
- 3) In the event of a request to delete the Data, the Service Provider will retain some of them despite such a request by the Company, the Customer, or the User, if it is necessary for the Service Provider to comply with a legal obligation or to establish, assert or defend claims. This applies in particular to Personal Data including name, surname, e-mail address, and Data regarding Users' activity within the Service, which we keep to consider complaints and claims related to the use of the Service or Website.

- 4) If consent is given – the consent granted may be withdrawn at any time. Withdrawal of consent affects only the future and does not affect the lawfulness of the processing already carried out.
- 5) The Company, Client, or User has the right to complain with the President of the Personal Data Protection Office when they consider that the processing of their Personal Data violates the provisions of the GDPR.

8. Period of storage of Personal Data

Personal Data is stored for the period of the User having an Account in the Service. After deactivating the Account, the Data will be kept for 60 days solely to enable the User to reactivate the Account. During this time, the Data will only be stored and no other operations will be carried out on them unless it results from the obligations imposed on the Service Provider by law or authorized bodies. After this deadline, Personal Data will be removed from the main database and it will not be possible to recover them. For the next 120 days, the Data will be stored in an encrypted form only in backups, which period is required due to the specificity of backup operation until complete data deletion.

Regardless of the periods specified in point 1, the Data will be stored for the period necessary for considering complaints, compliance with tax and accounting regulations, and handling any claims related to the use of the Service.

9. Protection of Personal Data

The Service Provider has implemented appropriate and effective measures to ensure the security of Personal Data. The application uses encrypted data transmission (SSL, Secure Socket Layer) during registration and logging in, which ensures Data protection and significantly hinders interception of access to the Account by unauthorized systems or persons.

10. Policy Updates

- 1) The Service Provider may, if necessary, amend and supplement the Privacy Policy on the terms specified in the Regulations relevant to amendments to the Regulations.
- 2) The Policy does not limit any rights of the Company, the Client, and the User following the Regulations and legal regulations.

Information clause for DocSecure Application Users

Personal Data Administrator

The administrator of Personal Data processed as part of the Application is ARPI Network Sp. z o.o., based in Warsaw, ul. Wiertnicza 165, postal code 02-952 entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000430449, NIP: 7010354921, share capital: PLN 5,000.00, phone: + 48 22 559 00 55, e-mail: contact@arpinetwork.com

In the matter of Personal Data, you can contact the Administrator using the contact details indicated above.

Purposes and legal grounds as well as the period of processing Personal Data

Personal data of the Application users ("User") are processed for the purposes, in the periods, and based on the legal grounds indicated below.

1) Implementation of the contract for the provision of electronic services

Personal data: name, surname, telephone number, e-mail.

Legal basis: Art. 6 sec. 1 lit. b) GDPR, i.e. performance of a contract to which the data subject is a party.

Purpose of processing: implementation of the contract for the provision of electronic services.

Data storage period: the period of validity of the contract for the provision of electronic services

2) Consideration of complaints, requests, and complaints, answers to questions

Personal data: name, surname, e-mail address, or mailing address.

Legal basis: Art. 6 sec. 1 lit. c) GDPR, i.e. to fulfill the legal obligations incumbent on the Administrator.

Purpose of processing: considering complaints and applications, answering questions.

Data storage period: until 3 years from the date of the last communication with the User.

3) Fulfilling the legal obligations incumbent on the Administrator, resulting from tax and accounting regulations

Personal data: name, surname, telephone number, e-mail address, address.

Legal basis: Art. 6 sec. 1 lit. c) GDPR, i.e. processing is necessary to fulfill the legal obligations incumbent on the Administrator.

Purpose of processing: fulfillment of legal obligations incumbent on the Administrator, resulting from tax and accounting regulations.

Data storage period: for the period under applicable regulations.

4) Correspondence with the User – to communicate and settle the matter related to the correspondence. Conducting marketing activities of the Administrator's products and services without the use of electronic communication means – conducting marketing activities promoting the conducted activity. Handling of notifications sent, among others using the contact form or other requests – answering requests and inquiries addressed to the Administrator. Conducting analysis and storing data for statistical purposes – having information about the statistics of the activities conducted by the Administrator

Personal Data: address, name, surname, e-mail address, telephone number.

Purpose of processing: art. 6 sec. 1 lit. f) GDPR, i.e. to implement the legitimate interest of the Administrator.

Data storage period: until the date of objection by the User to whom the Data relates.

5) Data processing for marketing purposes by sending commercial information via e-mail.

Personal data: name, surname, e-mail address.

Legal basis: Art. 6 sec. 1 lit. a) GDPR, i.e. based on the User's consent to the processing of Personal Data, if it is expressed.

Purpose of processing: sending commercial information via e-mail.

Data storage period: until the date of withdrawal of consent to the processing of Personal Data, its limitation, or other actions restricting consent.

Voluntary provision of Personal Data

Providing the required Personal Data by the User is voluntary, but at the same time, it is a condition for the conclusion and performance of the contract and the provision of services. The consequence of not providing individual data is the inability to conclude and perform the contract and provide services by the Administrator.

Categories of Personal Data:

The administrator informs about the following categories of Personal Data: name, surname, telephone number, e-mail.

Sources of personal data:

The personal data processed by the Administrator come from the User.

Recipients of personal data:

- authorized employees and associates of the Administrator;
- entities servicing the Administrator's ICT systems or providing the Administrator with ICT tools, including places on servers;
- entities organizing or conducting the Administrator's marketing campaigns;
- entities providing the Administrator with advisory, consulting, auditing services or legal, tax, and accounting assistance.
- the Administrator does not transfer Data outside the EEA.

What rights do you have concerning the processing of your Data by the Administrator?

The data subject has the right to:

- request access to his Personal Data,
- request rectification of his Personal Data,
- request removal of his Personal Data,
- requests to limit the processing of Personal Data,
- object to the processing of Personal Data,
- requests to transfer Personal Data.

If any of the above requests are submitted to the Administrator, without undue delay – and in any case within one month of receiving the request – the Administrator will provide information about the actions taken in connection with the request made.

If necessary, the Administrator may extend the monthly period by another two months due to the complex nature of the request or the number of requests. In any case, the Administrator informs about the extension of the deadline within one month of receiving the request and provides the reasons for the delay.

The right to withdraw consent

The User may withdraw the consent granted to the processing of his Personal Data at any time. Withdrawal of consent to the processing of Personal Data does not affect the lawfulness of the processing carried out by the Administrator based on the consent granted before its withdrawal.

Complaint to the supervisory authority

The user has the right to complain about the supervisory authority, in particular in the Member State of his habitual residence, place of work, or place of the alleged infringement.

In Poland, the supervisory body within the meaning of the GDPR is the President of the Office for Personal Data Protection.