TERMS OF SERVICE

Please read these Terms of Service, carefully before using the Services offered on this website operated by Infoprojekt sp. zo.o, Jana Matejki 6, 80-232 Gdańsk, Poland, with company number 0000057609, VAT number PL 957 078 26 88.

By logging in to use the Services at app.incidio.com and clicking on the accept buttons relating to our Terms of Service and Privacy Policy, you the Customer agree to be legally bound by these Terms of Service and Privacy Policy as they may be modified and posted on our website from time to time. In the event of any inconsistency between the content of the Terms of Service the Privacy Policy, the Terms of Service shall prevail followed by the Privacy Policy.

If you do not wish to be bound by these Terms of Service and Privacy Policy then you are not permitted to use our Services.

1.   Definitions

In this Agreement, the following capitalised words shall have the following meanings:

"***Agreement***"   means these Terms of Service and Privacy Policy together;

"***Company***"   means Infoprojekt sp. zo.o;

"Confidential Information"   means any and all information in whatsoever form relating to the Company or the Customer, or the business, prospective business, finances, technical processes, computer software (both source code and object code), Intellectual Property Rights or finances of the Company or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's possession by virtue of its use or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information;

"***Consequential Loss***"   means pure economic loss, losses incurred by the Customer or other third party, losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, loss of profits (whether direct or indirect), losses whether or not occurring in the normal course of business, costs of procuring substitute goods or product(s) or wasted management or staff time;

"Customer Data"   means all data imported into the Services for the purpose of using the Services or facilitating the Customer's use of the Services;

"***Customer***"   means any company or person who registers or logs in a user account in order to access or use the Services;

"***Effective Date***"   means the date on which the Customer first log into or registers an account to access or use the Services;

"*Feedback*"   means feedback, innovations or suggestions created by the Customer or users regarding the attributes, performance or features of the Services;

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"Force Majeure"	means anything outside the reasonable control of a party, including but not limited to acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage (including where the Company ceases to be entitled to access the Internet for whatever reason) transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failure to approve) of any government or government agency;
"IPR"	means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;
"License Agreement"	means the agreement between the Customer (or the entity who permits the Customer to access and use the Services via its account) and the Licensor which grants the Customer the right to access and use the Services;
"Licensor"	means the Company's reseller named in the License Agreement who grants the Customer the right to access and use the Services;
"*Operating Rules*"	means any Company rules or protocols, in whatever form recorded or set, that affect the Customer's access to or use of the Services, and made available by the Company from time to time to the Customer;
"Privacy Policy"	means the privacy policy of the Company published at www.incidio.com/privacy-policy, as amended from time to time;
"*Services*"	means the software applications services of the Company, ordered online by the Customer and set out in the confirmation invoice sent to the Customer which are made available to the Customer in accordance with any Operating Rules and including any computer software programmes;
"*Statistical Data*"	means aggregated, anonymised data derived from the Customer or user's use of the Services which does not include any personal data or Customer Confidential Information;
"*Term*"	means the duration of the License Agreement;
"*Terms of Services*"	means these terms of the Company published at www.incidio.com/terms application as amended from time to time;

2. Services

2.1 The Company agrees to provide access to the Services to the Customer from the Effective Date for the Term subject to the terms of this Agreement.

3. Licence

3.1   The Customer is granted a non-exclusive and non-transferable licence to use the Services (including any associated software, Intellectual Property Rights and Confidential Information o fht Company) during the Term. Such licence permits the Customer to make cache copies of software or other information as are required for the Customer to receive the Services via the Internet. Where open source software is used as part of the Services, such software use by the Customer will be subject to the terms of the open source licences.

3.2   No right to modify, adapt, or translate the Services or create derivative works from the Services is granted to the Customer. Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Services.

3.3   Disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Services is prohibited, as far as this is permitted by applicable law.

3.4   Unless otherwise specified in this Agreement, the Services are provided and must be used solely by the Customer pursuant to the provisions of the License Agreement. Except as specifically stated in this Agreement, the Customer may not:

3.4.1   Lease, loan, resell or otherwise distribute the Services save as permitted in writing by the Company;

3.4.2   Use the Services to provide ancillary services related to the Services; or

3.4.3   Permit access to or use of the Services by or on behalf of any third party.

3.5   The Customer warrants and represents that it shall maintain reasonable security measures to ensure that the access to the Services granted under this Agreement is limited as set out under this Agreement.

3.6   The Company may suspend access to the Services, or portion thereof, at any time, if in the Company's sole reasonable discretion, the integrity or security of the Services is in danger of being compromised by acts of the Customer.

4.   Intellectual Property Rights

4.1   All Intellectual Property Rights and title to the Services (save to the extent incorporating any Customer Data, Customer or third party owned item) shall remain with the Company and/or its licensors and subcontractors. No interest or ownership in the Services, the Company IPRs or otherwise is transferred to the Customer under this Agreement.

4.2   The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing IPRs and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data. The Customer grants the Company a non-exclusive, non-transferable, royalty free licence to use Customer Data, Customer IPRs and any third party owned item from the Effective Date for the Term to the extent required for the provision of the Services.

4.3   The Customer is not allowed to remove any proprietary marks or copyright notices from the Services.

4.4   The Customer assigns all rights, title and interest in any Feedback to the Company. If for any reason such assignment is ineffective, the Customer shall grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

4.5   The Customer grants the Company the perpetual right to use Statistical Data and nothing in this Agreement shall be construed as prohibiting the Company from using the Statistical Data for business and/or operating purposes, provided that the Company does not share with any third party Statistical Data which reveals the identity of the Customer or Customer's Confidential Information.

4.6   The Company may take and maintain technical precautions to protect the Services from improper or unauthorised use, distribution or copying.

5.   Delivery

5.1   The Company reserves the right to refuse the Customer's access to the Services if the Customer breaches any of its obligations under this Agreement, until such breach is remedied to the satisfaction of the Company.

6.   Warranties

6.1   No warranty is made regarding the results of usage of the Services or that the functionality of the Services will meet the requirements of the Customer or that the Services will operate uninterrupted or error free.

6.2   The Customer warrants and represents to the Company that:

6.1.1   It shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Agreement.

6.2.1   It rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Agreement;

6.2.2   It shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Services granted under this Agreement is limited as set out under this Agreement. In particular the Customer and users shall treat any identification, password or username or other security device for use of the Services with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Company in writing. The Customer shall be liable for any breach of this Agreement by its users; and

6.2.3   It shall ensure that its network and systems comply with the relevant specification provided by the Company from time to time and that it is solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's systems to the Company's data centres and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.

6.3   All third party content or information provided by the Company via the Services, for example prices is provided "as is". The Company provides no warranties in relation to such content or information and shall have no liability whatsoever to the Customer for its use or reliance upon such content or information.

6.4   Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the fullest extent permitted by law.

6.5   The Customer acknowledges that the Services should not be used for high risk applications where precise locations or features on maps are essential to the Customer, for example use of the Services by the emergency services.

7.   Liability

7.1   Neither party excludes or limits its liability to the other for fraud, fraudulent misrepresentation, death or personal injury caused by any negligent act or omission, wilful misconduct or any other liability that cannot be excluded or limited by applicable law.

7.2   In no event shall the Company be liable to the Customer for any Consequential Loss, whether arising under this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising.

7.3   Subject to clauses 7.1 and 7.2, the total liability of the Company to the Customer in aggregate (whether in contract, tort or otherwise) under or in connection with this Agreement or based on any

claim for indemnity or contribution shall be limited to one hundred (100) per cent of the total amount (excluding any VAT, duty, sales or similar taxes) paid by the Customer to the Company during the twelve (12) month period prior to the date on which such claim arose. If the duration of the Agreement has been less than twelve (12) months, such shorter period shall apply.

7.4   The Customer shall be liable for any breaches of this Agreement caused by the acts, omissions or negligence of any of its authorised users who access the Services under its account as if such acts, omissions or negligence had been committed by the Customer itself.

8.   Termination

8.1   The Company has the right to suspend or terminate access to the Services if the Customer breaches any terms of this Agreement, at any time.

8.2   The Company may decide to terminate the Services in response to unforeseeable circumstances or to comply with a legal requirement or due to the business decision. In such a case, the company will make the best effort to provide the customer with sufficient notice to enable the export of customer's materials. If the Services are terminated before the expiry of any paid period, the refund of unused fees will be processed.

9.   Confidentiality

9.1   Each party may use the Confidential Information of a disclosing party only for the purposes of this Agreement and must keep confidential all Confidential Information of each disclosing party except to the extent (if any) the recipient of any Confidential Information is required by law to disclose the Confidential Information.

10.   Miscellaneous

10.1   The rights granted to the parties under this Agreement are non-exclusive.

10.2   Nothing contained in this Agreement is intended to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.

10.3   The Customer shall not be permitted to assign any of the rights, benefits or obligations arising from this Agreement unless the Company gives its prior written approval. The Company shall be entitled to assign any right, benefits or obligations arising from this Agreement to any entity that purchases the shares or assets of the Company as the result of a merger, takeover or similar event.

10.4   If a party is wholly or partially prevented by Force Majeure from complying with its obligations under this Agreement, then that party's obligation to perform in accordance with this Agreement will be suspended.

10.5   This Agreement and its schedules constitute the entire agreement and understanding between the parties and supersede all prior agreements, negotiations and discussions between the parties relating to the subject matter of this Agreement.

10.6   Should a provision of this Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.

10.7   Notices shall be given in writing, including email and shall be deemed to have been duly given if, sent to the email address used within the Services by the parties.

10.8   The Company may change or modify the terms of this Agreement at any time, upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer ceases using the Services or its account prior to the expiry of the 30 day period.

10.9   This Agreement will be governed by and construed in accordance with the laws of Poland and the parties shall submit to the exclusive jurisdiction of the Polish courts.