

Terms of service eAuditor cloud ®

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§1

[Service]

1. These Regulations apply to the "eAuditor cloud" service (hereinafter referred to as the "Service") made available on the Internet at <https://app.eauditor.eu>.
2. These Regulations set out the rules of operation and use of the Service administered by BTC Spółka z ograniczoną odpowiedzialnością (hereinafter referred to as "Administrator" or "BTC") with its registered office in Szczecin, 38 1 Maja Street, 71-617 Szczecin, entered in the National Court Register under the number 00000129373.
3. The purpose of the Service is to inventory computers, monitor computers and users, and protect data.
4. Use of the Service in the FREE version (the so-called FREE plan) is free of charge and the Service is functionally limited.
5. Use of the Service in a version other than FREE is chargeable. The current price list is available at <https://www.eauditor.eu/cloud>.
6. Any data uploaded to the Service is stored in the Customer's Account (hereinafter referred to as "Account") and may be deleted by the user at any time.
7. Data uploaded to the Service shall not be shared or used by the Administrator.
8. The Account, including the configuration, users and data stored in the Account shall be secured in the form of periodic security copies (so-called "backups") for the sole purpose of possible restoration in case of failure.
9. The User accepts these Terms and Conditions before using the Service.

§2

[Account]

1. An account is a physically and/or logically separate instance dedicated exclusively to a single business entity.
2. An Account is created by a user and becomes its administrator (hereinafter referred to as "Account Administrator").
3. The Account Administrator may invite additional users to the Account and grant them permissions.
4. An Account must have at least one Account Administrator.
5. The Account Administrator manages the Account to the full extent.
6. The Account may be closed by the Account Administrator or the Service Administrator.

§3

[User]

7. A User is an individual who accesses the Service.
8. For commercial use of the Service, a User who is an Account Administrator must register the details of a business entity. One business entity may have one or more Accounts, and each Account may have multiple Users.
9. The User is obliged to report irregularities in the data provided by the Service, malfunctioning functions. All data and reports obtained by the User from the Service must be verified for accuracy by the User before further use.
10. The User is obliged to keep the access data to the Account confidential and not to disclose them to unauthorized persons. In the event of disclosure of access data to third parties, the User assumes full responsibility for the consequences of this action, including for any operations performed on the Service by unauthorized persons.
11. The User is obliged to take care of the security of his Account, including the following:
 - a) use strong passwords, which should consist of at least 8 characters, including letters, numbers and special characters;
 - b) change passwords if they are suspected of being compromised;
 - c) not to share your access data (login, password) with third parties;
 - d) to change your password regularly in order to increase the level of security.
12. The User shall immediately notify the Account Administrator of any suspected unauthorized access to the Service or breach of security.
13. The User shall be fully responsible for all acts and omissions of third parties to whom he has enabled the use of the Service or to whom he has provided his access data to the Account.
14. The Administrator shall not be liable for damages resulting from the User's failure to comply with the rules of protection of access data and from cases in which access to the Account was obtained by third parties through the fault of the User.
15. If the Administrator finds any violation of the law or the provisions of the Rules by third parties acting with the authorization or knowledge of the User, the Administrator reserves the right to take appropriate action, including limiting access to the Service, suspending or closing the User's Account.

§4

[Licensing policy and intellectual property]

1. All rights to the Service, including algorithms, software, technology, interfaces, documentation and other materials related to the Service, belong to the Administrator or entities from whom the Administrator has obtained the relevant licenses.
2. The User is granted a license to use the Service in accordance with the terms and conditions set forth in the Terms of Service, solely for the purpose of its proper use. This license does not entitle the User to:
 - a) copy, modify, decompile, disassemble, or create derivative works based on algorithms, software, and other elements of the Service;
 - b) transfer, sell, sublicense, or make the Service or any part thereof available to third parties without the prior written consent of the Administrator;
 - c) use the Service for purposes other than those specified in the Terms and Conditions, including for commercial purposes, unless expressly permitted under the license.
3. You may not use the algorithms, technologies or data provided by the Service in a manner that infringes the intellectual property rights of the Administrator or any third parties from whom the Administrator has obtained licenses for the technologies used.

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4. All rights to algorithms, software, technology, and any other materials provided through the Service shall remain exclusively with the Administrator, and the User shall not acquire any intellectual property rights in connection with the use of the Service.
5. In case of violation of the provisions of this paragraph, the Administrator shall have the right to immediately discontinue the Service.

§5

[Use of the Service]

1. Upon logging in to the Service, the User may connect to the Service the number of computers specified by the relevant Plan, with an additional limitation being the maximum size of the database provided by the Service.
2. Free service- FREE plan includes functional and database size limitations. Po podłączeniu do Usługi komputerów Użytkownik może:
 - a) view computer inventory data and monitoring data;
 - b) remotely manage computers;
 - c) define and implement IT security policies on computers;
 - d) view logs of the Service;
3. Any computer may be disconnected from the service by the User at any time and the data of this computer permanently deleted from the Account.
4. Termination of use of the Service is made by logging out of the Service or by closing the browser window or by inactivity in the Service for at least one hour.

§6

[Group work]

1. The Service has a group work function which allows multiple Users to work with the Service at the same time within a given Account.
2. Users' rights are defined by the Account Administrator.
3. The Account Administrator invites new Users, grants and withdraws rights (access) to the Service.
4. The Account Administrator manages the Account without restriction, purchases Services under the Account and has the authority to close the Account.
5. Closure of an Account shall result in the deletion of the Account, configuration, users, documents and the history of operations on the Account, in accordance with the rules for closing an Account as described in the documentation at <https://eacloudoc.eauditor.eu/>.
6. The Administrator may refuse to close the Account until all financial arrears on the Account have been settled.

§7

[Technical requirements]

1. In order to access the Service, the User:
 - a) should have access to the Internet;
 - b) have an active e-mail address in order to register the Service and the User's account and receive communications from the Administrator;
 - c) should have one of the following web browsers: Chrome, Edge, Firefox, Safari.
 - d) should update the browser to the latest edition version.
2. If you use a browser other than the one recommended above, the Administrator cannot guarantee the ability to use the Service and the correctness of its operation..
3. The Administrator reserves the right to implement interruptions in the operation of the Service in order to perform maintenance work.
4. The Administrator guarantees the availability of the Service at 99.90% per annum.

§8

[Privacy and information protection]

1. By accepting these Terms and Conditions, the User declares that he/she has read the current version and also accepts the content of the documents: Cookie Policy, Privacy Policy, the current wording of which is available at <https://www.eauditor.eu/en/cloud>.
2. Any data, including personal data, provided in connection with the use of the Service shall be processed only for the purpose and to the extent described in these Terms and Conditions and Privacy Policy.
3. The service is provided using high security standards and other required technical and organizational measures.
4. The Administrator shall exercise due diligence in the provision of a secure Service, including, in particular, ensuring the security of the Service and the data processed and stored therein through periodic penetration tests of the Service performed by independent and specialized entities.
5. The Administrator shall secure the process of data transmission using encryption based on the SSL (Secure Sockets Layer) standard. The User, when deciding to use the Service, decides on his/her own whether to accept such security standard as sufficient.
6. In order to ensure maximum security, the Service is regularly subjected to penetration tests and security audits conducted by independent entities.
7. Sprawy związane z przetwarzaniem danych osobowych przez Usługę mogą być zgłaszane do Administratora danych lub odpowiednich organów ochrony danych osobowych.

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[Responsibility]

1. The User agrees to use the Service in a manner consistent with the law and the provisions of these Regulations and in a manner that does not interfere with the correct operation of the Service.
2. By using the Service, the User takes into account and accepts the fact that.:
 - a) the service does not guarantee 100% error-free operation;
 - b) the service does not guarantee compliance with the standards and requirements set by law, especially for the purposes of professional or business activities;
 - c) the service operates fully automatically and at no stage of the Service operation is there any manual work by a human being with the data.
3. The User accepts that the Service is available on the Internet and the Administrator does not ensure the security of the data during its transmission on the Internet or other network used by the User, or during processing by devices, software or other interfaces that are not an integral part of the Service, including those belonging to the User, telecommunications operators or other service providers used by the User.
4. Unless otherwise provided by mandatory provisions of law, the Administrator shall not be liable for:
 - a) damage resulting from the operation, non-operation or malfunction of the Service or communications with the Service, caused by circumstances other than those resulting from the Administrator's willful misconduct, including those caused by force majeure;
 - b) the consequences of the acts and omissions of the User and of any persons to whom the User enables the use of the Service or grants access to the Account or who obtain such access as a result of the User's act or omission;
 - c) the consequences of your actions in uploading to the Service any content that you or any other uploader was not authorized or entitled to process, and for the consequences of such uploading.
5. The Administrator shall not be liable for technical problems or technical limitations occurring in the computer equipment, terminal equipment, data communications system and telecommunications infrastructure used by the User, which prevent the User from using the Service correctly.
6. The Service is made available directly to End Users through the address <https://app.eauditor.eu/>. The Administrator is not responsible for the acts and omissions of any third party that offers the User, whether paid or unpaid, in any business model, the possibility of using the Service or any features of the Service at addresses other than <https://app.eauditor.eu/>.

§10

[Reporting failures and complaints]

1. The User has the right to report complaints regarding errors, technical problems or any concerns related to the operation of the Service.
2. Submissions should be sent via chat available on the Service website or directly to the email address: support@eauditor.eu.
3. The application shall include:
 - a) user identification data (first name, last name or company name, e-mail address);
 - b) a detailed description of the reported problem or concern;
 - c) evidence of the problem (e.g., screenshot, description of the error).
4. In the event that it is necessary to take a longer time to process the request, the Administrator will inform the User of the expected time to resolve the problem.
5. The User will receive a response to the reported complaint by e-mail or by any other form of contact indicated by the User in the application form.
6. If the report concerns an error or failure of the Service, the Administrator will take action to correct the problem as soon as possible.
7. Complaints regarding payment or invoicing must be submitted within 14 days from the date of the invoice.
8. In case of disagreement with the Administrator's decision, the User may report the matter to the relevant institutions overseeing the provision of Internet services.

§11

[Contact]

1. You may contact the Administrator regarding the Service through the following contact channels:
 - a) E-mail address: support@eauditor.eu - for general inquiries, technical support, complaints, suggestions and other issues related to the operation of the Service;
 - b) Contact form: available on the Services website at <https://www.eauditor.eu/en/cloud>;
 - c) Chat on the site: available during the Service's business hours, allowing direct communication with a support representative..
2. Administrator's working hours:
 - a) Technical support and e-mail contact: weekdays from 8:00 a.m. to 4:00 p.m.;
 - b) Online chat: weekdays from 8:00 a.m. to 4:00 p.m.
3. The Administrator reserves the right to change the hours of operation or available forms of contact, of which he will inform Users in advance via the Service website or via e-mail.

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[Final provisions]

1. The service may be modified by the Administrator at any time and to any extent.
2. Any changes to the Regulations will be made by publishing them on the website at <https://www.eauditor.eu/en/cloud> shall be effective from the time of their publication.
3. In matters not regulated by the provisions of the Regulations, the provisions of Polish law shall apply, and any disputes that may arise shall be settled by common courts of competent subject matter jurisdiction..
4. These Regulations shall be in force from the moment they are published at the following address:
<https://www.eauditor.eu/en/cloud>.