

Terms of Use for the eAuditor cloud® service

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§1

[General provisions]

1. These Regulations apply to the "eAuditor cloud®" service (hereinafter referred to as the "Service") available on the Internet at <https://app.eauditor.eu>.
2. The Regulations define the rules of operation and use of the Service administered by BTC Spółka z ograniczoną odpowiedzialnością (hereinafter referred to as the "Administrator" or "Service Administrator") with its registered office in Szczecin, Ul. 1 Maja 38, 71-617 Szczecin, entered into the Register of Entrepreneurs maintained by the District Court in Szczecin, 13th Commercial Division of the National Court Register under the number 0000129373, and the Tax Identification Number (NIP) PL9552061116.
3. The Service consists of a set of Software (hereinafter referred to as the "Software" or "Service Software") necessary for its proper functioning.
4. Acceptance of these regulations constitutes a binding agreement concluded between the Administrator and a legal person or an organizational unit that is not a legal person, to which the provisions grant legal capacity, hereinafter referred to as the "Customer".
5. The agreement under these Terms and Conditions is concluded automatically upon the Customer's first installation of the Software, launching it, making a copy of the Software, or otherwise using the Software. By performing any of the above actions, the Customer declares their intent to be bound by the provisions of these Terms and Conditions. No additional confirmation of receipt of this document, review of the subscription terms, or additional consent is required to conclude the agreement under these Terms and Conditions.
6. If the Customer does not agree to the terms and conditions set out in these regulations, he or she is not entitled to use the Service in any way and is obliged to immediately delete all copies of the Software (including its components), as well as to immediately delete all data and/or close the Account on the Service.
7. Under the agreement concluded on the basis of these Regulations, the Administrator grants the Customer a non-exclusive, non-transferable license to use the Service in the scope of permanent or temporary reproduction of the Software or part thereof by introducing the Software into a computer, installing, running, storing, displaying on a monitor and normal use in accordance with its intended purpose and functionality in the Software Subscription model (hereinafter referred to as the "Subscription").
8. Software Subscription is a type of license agreement under which the Customer receives the right to use the Software for a limited, purchased period of time with the simultaneous right to free update of the Software to the latest version.

§2

[Scope of Service]

1. The purpose of the Service is to inventory computers and IT devices, remotely manage computers, monitor computers and users, and ensure data protection.
2. The Service has built-in artificial intelligence (AI) components in the form of software code and/or AI models, as well as integration interfaces with external systems, including AI models.
3. In the event of integration of the Service with artificial intelligence models and/or data processing based on artificial intelligence components in the form of software code and/or AI models, the Administrator shall not be liable for any possible infringement of intellectual property rights of third parties.
4. The Service is available in the form of so-called Subscription Plans (hereinafter referred to as "Plan" or "Plans"). Each Plan has different functionality and may have functional limitations.
5. Using the Service under the "FREE" Plan is free of charge and the Service is functionally limited.
6. Use of the Service under Plans other than the "FREE" Plan is subject to a fee. The current price list is available at <https://www.eauditor.eu/cloud>. The price list may be changed at any time, after prior publication on the Service's website. For Services already purchased, the prices prior to the price list change remain valid until the end of the purchased period.
7. Data sent to the Service is saved in the Customer Account (hereinafter referred to as the "Account") and may be deleted by the Customer at any time.
8. The Account, including the Account configuration and the data stored in the Account, are secured by the Administrator in the form of periodic security copies (so-called backups) solely for the purpose of possible restoration in the event of a failure.

§3

[Suspension or termination of the Service]

1. The Administrator has the right to temporarily suspend the provision of the Service in whole or in part, in particular when:
 - a) The Customer violates the provisions of these Regulations;
 - b) The Customer is in arrears with payments for the Service for a period longer than 14 days;
 - c) there is a reasonable suspicion that the Service is being used in a manner inconsistent with the law, good customs or infringes the rights of third parties;
 - d) it is necessary to carry out necessary maintenance, modernisation or repair work;
 - e) this is required by law, decisions of public administration bodies or court rulings.
2. The provision of the Service shall be suspended, whenever possible, after prior notification of the Customer by electronic means, unless the imminent nature of the threat prevents prior notification.
3. During the period of suspension of the Service, the Customer is obliged to pay the subscription fees due, unless the suspension of the service is solely due to the fault of the Administrator.

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4. The Administrator has the right to terminate the provision of the Service (close the Customer Account) in the event of:
 - a) persistent violation of the Regulations or the Agreement by the Customer;
 - b) failure to enter or entering false Customer data;
 - c) failure to settle the amount due by the Customer for a period longer than 30 days;
 - d) using the Service for illegal activities, in particular for storing or disseminating illegal content;
 - e) the Administrator decides to terminate the provision of the Service, after informing the Customer in advance, not less than 90 days.
5. In the event of termination of the Service due to the Customer's fault, the Administrator is not obliged to refund any subscription fees paid.

§4

[Account]

1. An account is a physically and/or logically separated instance intended exclusively for one Customer.
2. An Account in the Service is created by a natural person acting on behalf of the Customer (hereinafter referred to as the "User") and becomes the Account Administrator (hereinafter referred to as the "Account Administrator").
3. Using the Service requires registration of full Customer data, i.e. entity name, address, Tax Identification Number, business email address, and contact telephone number.
4. The Customer may have one or more Accounts.
5. An account must have at least one Account Administrator.
6. The Account Administrator manages the account to its full extent.
7. The account may be closed by the Account Administrator.
8. The Service Administrator has the right to secure the Service Account and data and to close the account in the cases specified in these regulations.

§5

[User]

1. User is a natural person who accesses the Service under the Customer's account.
2. The Service has a group work function within a given Account, allowing multiple Users to work with the Service simultaneously at the same time.
3. The Account Administrator invites new Users, grants and withdraws permissions (access) to the Service.
4. The User is obligated to report any irregularities in the data provided by the Service or any malfunctioning features. All data and reports obtained by the User from the Service must be verified for accuracy before further use.
5. The User is obligated to keep their Account access data confidential and not disclose it to unauthorized persons. In the event of disclosure of access data to third parties, the User assumes full responsibility for the consequences of such action, including any operations performed within the Service by unauthorized persons.
6. The User is obliged to ensure the security of the Account, including:
 - a) use strong passwords, which should consist of at least 8 characters, including letters, numbers and special characters;
 - b) change the password if it is suspected that it has been compromised;
 - c) not to disclose your access data (login, password) to third parties;
 - d) using multi-factor authentication;
 - e) change your password regularly to increase your security level.
7. The User should immediately inform the Account Administrator of any suspicion of unauthorized access to the Service.
8. The User is fully responsible for all actions 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.
9. The Administrator shall not be liable for any damage resulting from the User's failure to comply with the rules for the protection of access data and from cases in which third parties have gained access to the Account due to the User's fault.
10. If the Administrator finds a violation of the law or the provisions of the Regulations by third parties acting with the authorization or with the knowledge of the User, the Administrator reserves the right to take appropriate actions, including limiting access to the Service, suspending or closing the Account.

§6

[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 account and receive notifications from the Administrator;
 - c) should have one of the following web browsers: Chrome, Edge, Firefox, Safari;
 - d) should constantly update the browser to the latest version.
2. If you use a browser other than the one recommended above, the Administrator cannot guarantee the possibility of using the Service or its correct operation.
3. The Administrator reserves the right to interrupt the operation of the Service in order to perform maintenance work.

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4. The Administrator guarantees the availability of the Service at 99.90% per year.

§7

[Using the Service]

1. After logging in to the Service, the User may connect computers to the Service in the number specified by the Plan, within the maximum size of the database for the Account provided by the Service.
2. As part of the Service, the User may, among other things:
 - a) view computer inventory data, computer monitoring data, and user monitoring data;
 - b) remotely manage computers;
 - c) define and implement IT security policies on computers;
 - d) view Service logs;
3. The User may disconnect his/her computer from the Service at any time and permanently delete the data on that computer from the Service.
4. The User terminates the use of the Service administration panel by logging out of the Service panel, closing the browser window or being inactive in the Service panel for a specified period of time.

§8

[Account Closure]

1. The Customer may terminate the Agreement and close the Service Account at any time by submitting a notice of termination via the Service administration panel (Manage Subscription option), which is automatically confirmed by e-mail from the Service.
2. The notice period is 30 days, unless the Agreement provides otherwise.
3. The Service Administrator may refuse to close the Account until all financial arrears have been settled.
4. After the termination notice period ends, the Customer Account will be blocked for another 14 days and the provision of the Service will be terminated.
5. During the period of Account blocking, the Customer may not use the functionalities of the Service.
6. During the Account suspension period, the Customer may download a copy of the data stored in the Account only if the termination of the Service was not due to the Customer's unlawful actions. The copy of the data is provided in an open format (e.g., CSV, JSON).
7. After the account blocking period has elapsed (i.e. 15 days after the end of the Service provision), the data is permanently deleted, subject to the obligations arising from legal provisions.
8. Once data is permanently deleted, it is technically impossible to recover it.
9. The Administrator has the right to close the Customer's account in the cases described in these Terms and Conditions. In such a case, the Administrator will inform the Customer of its intention to close the account and specify the closing date.
10. The Administrator processes the Customer's data after closing the account only to the extent and for the period necessary to comply with legal obligations, in particular those arising from accounting and tax regulations.

§9

[Service Security]

1. The service is provided using high security standards and other required technical and organizational measures.
2. The Administrator exercises due diligence in providing a secure Service, in particular ensuring the security of the Service and the data processed and stored therein.
3. The Administrator secures the data transfer process using encryption based on the SSL (Secure Sockets Layer) standard. When deciding to use the Service, the User independently accepts this security standard as sufficient.
4. To ensure maximum security, the Service is regularly subjected to penetration tests and security audits conducted by independent, specialized entities.

§10

[Liability and Warranty]

1. The Customer undertakes to use the Service in a manner consistent with the provisions of law and these Regulations and in a manner that does not disrupt the proper operation of the Service.
2. Given that the Service Software represents state-of-the-art computer technology, the current state of IT knowledge does not allow for testing and verification of all its possible applications, especially those related to AI development. Therefore, the Administrator cannot guarantee that the Software, including any components and subroutines (programming libraries) used in the Software from third parties, will function correctly and be compatible with the Software components, free from any faults or other irregularities.
3. By using the Service, the Customer takes into account and accepts the fact that:
 - a) the service does not guarantee 100% error-free operation and continuity;

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- b) the service does not guarantee compliance with the standards and requirements specified by law, in particular for professional or business purposes;
 - c) The service operates fully automatically and at no stage of the Service's operation is manual work with data performed by humans.
4. The Customer accepts that the Service is available on the Internet and the Administrator does not ensure the security of data during its transmission on the Internet or other network used by the User, nor during processing by devices, software or other interfaces that do not constitute an integral part of the Service, including those belonging to the User, telecommunications operators or other service providers used by the Customer or the User.
 5. Under the warranty provided:
 - a) The Administrator will take actions to remove any detected faults and other inconveniences in the operation of the Service Software,
 - b) in the event of creating a new version of the Service Software- free from specific, previously identified faults or inconveniences in the functioning of the Service, or a Service Software Update (patch)- allowing for the elimination of specific, previously identified faults or other inconveniences in the functioning of the Service- the Administrator will make a new version of the Service Software or a Service Software Update (patch) available to the Customer.
 6. Unless mandatory provisions of law provide otherwise, the Administrator shall not be liable for:
 - a) damage resulting from the operation, non-operation or improper operation of the Service or communication with the Service, caused by circumstances other than those resulting from the Administrator's intentional fault, including force majeure;
 - b) the consequences of the User's actions and omissions and any persons to whom the User allows the use of the Service or grants access to the Account or who obtain such access as a result of the User's actions or omissions;
 - c) the consequences of the User's actions in the form of sending any content to the Service that the User or another sender was not authorized or authorised to process, and for the consequences of such sending.
 7. The Administrator is not responsible for technical problems or technical limitations occurring in the computer equipment, end device, IT system and telecommunications infrastructure used by the User, which prevent the User from properly using the Service.
 8. In connection with the warranty granted to the Customer under the terms described in this section, the Administrator's liability under the warranty for defects in the Service Software is excluded, as regulated by the provisions of Articles 556-576 of the Civil Code, and the Administrator's liability for defects in the Service Software is regulated by the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2006, No. 90, item 631, as amended). The limitation of liability referred to in this section of the agreement applies to both the entire Service Software, as well as individual components of the Service Software and all subroutines (modules/programming libraries/AI modules and components) used in the Service.
 9. The service is made available directly via the address <https://app.eauditor.eu/>.
 10. The Administrator is not responsible for the actions and omissions of any third party that offers the User, for a fee or free of charge, in any business model, the possibility of using the Service or any functions of the Service at addresses other than <https://app.eauditor.eu/>.

§11

[Reporting faults and complaints]

1. The Customer has the right to report failures and complaints regarding errors, technical problems or any reservations related to the operation of the Service.
2. Reports should be sent via the chat available on the Service website or directly to the e-mail address: support@eauditor.eu.
3. The application should include:
 - a) identification data of the Customer and User (Customer name, first name and last name, e-mail address);
 - b) a detailed description of the reported problem;
 - c) evidence of the problem (e.g. screenshot, error description).
4. If a longer time is required to process the notification, the Administrator will inform the Customer about the expected time of resolving the problem.
5. The customer will receive a response to the submitted application via email.
6. If the report concerns an error or failure of the Service, the Administrator will take steps to correct the problem as soon as possible.
7. Complaints regarding payment or invoicing must be submitted within 14 days of the invoice date.
8. If the Administrator's decision is not accepted, the User may report the matter to the appropriate institutions supervising the provision of internet services.

§12

[Service Update]

1. The Service may be modified by the Administrator at any time and to any extent.
2. New versions of the Service Software and Service Software Updates (patches) will be made available to the Customer automatically or for download from the Administrator's website (<https://www.eauditor.eu>)
3. If no separate license terms are included with a new version of the Service Software, the provisions of these Terms and Conditions shall apply to new versions of the Service Software and Service Software Updates (patches).
4. Information on the scope of changes can be found in the change log in the technical documentation.

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§13

[Licensing Policy and Intellectual Property]

1. The Administrator hereby declares that he or she is entitled to the copyright to the "eAuditor cloud®" Service Software. The Service Software is protected by the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2006, No. 90, item 631, as amended) and the provisions of international agreements on the protection of intellectual property rights binding on Poland.
2. 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 which the Administrator has obtained appropriate licenses.
3. The Customer is granted a license to use the Service in accordance with the terms and conditions set forth in the Terms and Conditions. This license does not entitle the Customer to:
 - a) copy, modify, decompile, disassemble, or create derivative works based on the algorithms, software, and other components 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) using the Service for purposes other than those specified in the Regulations.
4. The Customer is not authorized to enable third parties to use the Service, nor to use the Service to meet the needs of third parties. In particular, the Customer may not use the Service (or any Software Component, or embedded or associated AI modules) to provide any services, whether for a fee or not, to any third parties, and may not use the Service in connection with the provision of services to third parties related to recordkeeping, monitoring, IT infrastructure management, or IT security management.
5. The use of the Service to a wider extent than specified in these regulations, including for the purposes of providing services using the Service, is only available in selected Partner Programs of the Administrator.
6. The Client or User may not use the algorithms, technologies or data provided by the Service in a way that infringes the intellectual property rights of the Administrator or any third parties from whom the Administrator has obtained licenses for the technologies used.
7. All rights to algorithms, software, technology and any other materials provided as part of the Service remain solely with the Administrator, and the Client does not acquire any intellectual property rights in connection with the use of the Service.
8. Apart from the license rights specified in these regulations, the Administrator does not grant the Customer any other rights, in particular any proprietary copyrights to the Software, documentation, any rights to trademarks relating to the Software, the Administrator or any trademarks of the Administrator.
9. If the Customer purchases the Service through an Authorized Partner of the Administrator, i.e., an intermediary, and the full subscription fee paid to the Administrator for the Service is not paid, the Administrator has the right to suspend the Service, block the Service, or close the Account, after prior notice to the Customer. Any claims related to the limitation or blocking of the Service may be directed solely to the intermediary through which the Customer purchased the Service.

§14

[Privacy and information protection]

1. The Administrator may collect Customer data to the extent that it affects the proper functioning of the Service.
2. The diagnostic data collected by the Controller includes: the IP address of the installation, basic information about the data in the Customer Service (Service configuration, operating system versions, software versions, Service Software operation statistics, etc.).
3. The data listed in paragraph 2 may be used by the Administrator solely for the purposes of ensuring the security of the Customer's data, diagnostics, updating the Service Software, optimizing the Service and informing the Customer about irregularities in the configuration of the Service.
4. Due to the need to ensure high computing power for data processing, the Customer's data, with their consent, is processed on external servers administered by the Administrator. This consent is granted by the Customer upon acceptance of the provisions of these Terms and Conditions and before using the Service. The location of external servers in professional data centers is specified in the Customer Account configuration.
5. The detailed scope of Customer data processed on external servers is specified in the technical documentation of the Service.
6. If the Customer does not consent to the processing of selected data on external servers, the Customer may independently disable such processing (applies to selected Service functionalities), which may result in limited functionality of the Service. To disable consent to data processing on external servers, the Customer, after accepting the terms and conditions, should configure the Service Account to disable such processing.
7. The collection and processing of personal data of Customers by the Administrator takes place in connection with the use of the Service based on the Privacy Policy and the Personal Data Processing Policy available on the website <https://www.eauditor.eu>, in accordance with the Act of 10 May 2018 on the Protection of Personal Data (consolidated text: Journal of Laws of 2019, item 1781) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).
8. Matters related to the processing of personal data by the Service may be reported to the Data Controller or the relevant personal data protection authorities.

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[Contact]

1. The User may contact the Administrator via 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 Service website at <https://www.eauditor.eu/cloud>; c) chat: available during the Service's business hours, enabling direct communication with a support representative.
2. Notifications from the Service Administrator to the Customer are sent electronically (by email) using the data indicated in the account of the first Customer Administrator.
3. Administrator's working hours (Central European Time (UTC+01:00)): a) technical support and e-mail contact: working days from 8:00 a.m. to 4:00 p.m.; b) online chat: weekdays from 8:00 a.m. to 4:00 p.m.;
4. The Administrator reserves the right to change working hours or available forms of contact, of which he will inform Customers in advance via the Service website or by e-mail.

§16

[Final provisions]

1. Any changes to the Regulations will be introduced by publishing them on the website at <https://www.eauditor.eu/cloud> will apply from the moment of their publication.
2. In matters not regulated by the provisions of the Regulations, the provisions of Polish law shall apply, and any disputes shall be resolved by competent common courts.
3. These Regulations are effective from the moment of their publication at: <https://www.eauditor.eu/cloud>.