

TERMS OF PROGET Free trial service

INTRODUCTION

THE TERMS OF SERVICE DEFINE THE GENERAL TERMS FOR THE CUSTOMER TO USE THE SOFTWARE OFFERED BY A COMPANY REGISTERED UNDER THE NAME: PROGET SP. Z O.O. WITH ITS REGISTERED OFFICE AT BIELSKO-BIAŁA, ADDRESS: WARSZAWSKA 28, 43-300 BIELSKO-BIAŁA, POLAND, REGISTERED IN THE REGISTER OF ENTREPRENEURS OF THE NATIONAL COURT REGISTER BY THE DISTRICT COURT IN BIELSKO-BIAŁA, 8TH COMMERCIAL DIVISION OF THE NATIONAL COURT REGISTER UNDER KRS: 0000415823, TAX IDENTIFICATION NUMBER: PL5472142508.

BY USING A PROGET FREE TRIALSERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF PROGET FREE TRIAL SERVICE YOU MUST NOT USE THE PROGET FREE TRIAL SERVICE OR ANY PART OF SOFTWARE LIKE PROGET WEB APPLICATION OR PROGET MOBILE APPLICATION. "YOU" OR "CUSTOMER" MEANS YOU INDIVIDUALLY OR THE ENTITY THAT YOU REPRESENT. IF YOU ARE ENTERING INTO THE AGREEMENT FOR AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY. "PROGET", "WE", OR "US" MEANS PROGET SP. Z O.O. THE AGREEMENT TAKES EFFECT WHEN YOU CLICK "I ACCEPT" OR SIMILAR BUTTON OR CHECK BOX PRESENTED TO YOU AS PART OF THE SIGN-UP PROCESS OR WHEN YOU FIRST USE THE PROGET FREE TRIAL SERVICE.

1. GENERAL

- 1.1 You may use the Proget free trial service only during the subscription time and in accordance with the Terms of Proget free trial service. To use the Proget free trial service you must register and set up an authorized account with activation access data. You must keep your registration information accurate and complete during the Proget free trial service.
- 1.2 Access to the Proget Web Application and ability to connect device via Proget Mobile Application are delivered to person who place an order for the Proget free trial service.
- 1.3 The Proget free trial service obligates Proget to sending access data to the Proget Web Application and Proget Mobile Application.
- 1.4 Proget declares that by performing the obligations contained in the Terms of Proget free trial service, it does not infringe the rights of third parties.

2. ACTIVATION

- 2.1 After sending the request the Customer will receive an e-mail message to activate account by confirming e-mail address used during request for Proget free trial service.
- 2.2 In the second step the Customer will receive e-mail with the activation data to access Proget Web Application.
- 2.3 Proget free trial service will be active for 30 days from the date of sending the access data to the Customer.
- 2.4 Time of the Proget free trial service can be extended on the Customer request with the sole consent of Proget by sending a request to the email: info@progetsoftware.com.


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3. CUSTOMER RESPONSIBILITIES

- 3.1** The Customer is obliged to:
- a) use the Proget free trial service in a manner consistent with applicable law;
 - b) to use the Proget free trial service in a way that does not infringe the rights of Proget and the rights of third parties, in particular rights on intangible goods, and good manners and norms of social coexistence;
 - c) not taking any action that may lead to violation of applicable law or good manners and norms of social coexistence;
 - d) to provide on its own and at its own cost access to telecommunications services and the Internet to the extent necessary to use the Proget free trial service;
 - e) use, on their own and at their own expense, appropriate means of protection against unauthorized access to Proget Web Application and Proget Mobile Application;
 - f) informing Proget about any irregularities in the operation of the Proget free trial service.
- 3.2** A Customer who concludes the Proget free trial service or submits a request shall authorize Proget to process personal data to the extent necessary for the proper implementation of the provisions of the Proget free trial service.
- 3.3** The Customer shall cover all costs and damages incurred by the Proget in connection with the fact that the Customer used the System in breach of its obligations under the provisions of this paragraph.

4. LIABILITY

- 4.1** Proget shall not be liable for damages in connection with the Customer's use of the Software during the Proget free trial service.
- 4.2** Proget shall not be liable for damages in connection with the Customer using the Proget free trial service in a manner that violates the law or any rights of third parties.
- 4.3** In the event of third parties making any claim against Proget for non-compliance with the provisions of the Terms of Proget free trial service by the Customer using the Proget Web Application, Proget Mobile Application or any part of System, the Customer is obliged to fully satisfy all legitimate claims arising from this title. In particular, the Customer is obliged to take over the claims, refund the costs incurred by Proget and pay compensation to third parties. Proget undertakes to inform the Customer about third-party claims made against it and to enable the Customer to take defensive actions against such claims.
- 4.4** No contracting Party shall be responsible for non-performance or improper performance of obligations under the Terms of Proget free trial service use caused by circumstances treated as Force Majeure.
- 4.5** The Party invoking force majeure is obliged to fulfil its obligations under the Terms of Proget free trial service to the extent that it is possible and after the Force Majeure has ceased to be stopped.
- 4.6** Proget is not responsible for errors or damages caused by:
- a) improper operation of the Proget free trial service or the software being repaired by unauthorized persons;
 - b) improper use of the Proget free trial service or failure to comply with the operating rules;
 - c) using the Proget free trial service contrary to its intended use;

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- d) changes caused by the configuration of the Proget free trial service without Proget knowledge and consent or contrary to the Documentation;
 - e) performing repairs, modifications or other activities that go beyond the Terms of Proget free trial service by the Customer or third parties, without the consent of Proget;
 - f) failure to comply with the recommendations provided by the Proget;
 - g) irregularities in the functioning of the Proget free trial service as a result of Force Majeure.

5. CONDITIONS

- 5.1 The Customer will not be charged with any invoices or payments for the use of Proget free trial service during 30 days of trial.
- 5.2 **Before expiry of the Proget 30-day free trial service, Customer have to deactivate all devices from the Proget Web Application.** Otherwise, the devices can be locked or damaged and Proget will not be responsible for the consequences.

6. DATA SECURITY AND PROTECTION


- 6.1 The Customer is responsible for ensuring that the Proget free trial service and its security is appropriate for users and intended use.
- 6.2 The Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of data. Those steps include controlling access you provide to users, configuring the Proget Web Application and Proget Mobile Application ensuring the security of data while it is in transit to and from the Proget free trial service, using encryption technology to protect data, and backing up the data.
- 6.3 The Customer is responsible for providing any necessary notices to users and obtaining any legally required consent from Users regarding their use of the Proget free trial service.

7. CONFIDENTIALITY

- 7.1 The parties are obliged to keep secret all information that they learn during cooperation, in particular information covered by the trade secret.
- 7.2 Any information in oral, written, electronic or other form that the Parties will make available to each other while providing the Proget free trial service will be treated as confidential information and will only be used to perform the obligations covered by the Terms of Proget free trial service, without prejudice to the obligations of the Parties to disclose information imposed on the Parties by the applicable law.
- 7.3 The Parties shall take all necessary measures to preserve the confidentiality of the information received, materials, documents within their company, applying the same security as confidentiality of the company's secret.

8. TECHNICAL SUPPORT

- 8.1 As part of the support, Proget undertakes to accept and analyze reports related to the malfunctioning of the Proget free trial service covered by Proget technical support, including:
 - a) removing, as far as possible any errors and problems related to Proget Web Application and malfunction during the Proget free trial service;

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- b) to suggest, as far as possible, solutions in the scope of systems not related to the incorrect operation of the Proget free trial service, if Proget will have knowledge about possible solutions in this respect;
 - c) indication of possible substitutes at the time of removal of Irregularities;
 - d) upgrade performed on the basis of new releases.

9. FINAL PROVISIONS

- 9.1 All comments and suggestions for the functioning of the Proget free trial service can be submitted to: info@progetsoftware.com. Proget reserves the right not to respond to selected comments and suggestions.
- 9.2 In order to obtain additional information, Customer can contact the Proget Customer Service: info@progetsoftware.com.
- 9.3 The Customer shall be informed of changes to the Terms of Proget free trial service in advance, by e-mail used during request for the Proget free trial service.
- 9.4 The court competent to resolve any disputes will be the court appropriate for the seat of Proget Sp. z o.o.