

REGULATIONS ON ON-LINE SERVICES PROVIDED BY
UNIZETO TECHNOLOGIES S.A. OF SZCZECIN

§ 1 Definitions

UNIZETO – UNIZETO TECHNOLOGIES Joint Stock Company, having its registered seat at Królowej Korony Polskiej nr 21, Szczecin, Poland [National Court Register No KRS 0000233499; Tax Registration No /NIP/ 852-000-64-44; Statistical Registration No /REGON/ 810404880];

Service – information-IT platform designed by UNIZETO and connected to the web that makes it possible for Users to use IT mechanisms and information developed by UNIZETO, other resources of the web and to perform commercial transactions on the Internet. The Service can also be referred to as UNIZETO (web) Service, UNIZETO (web) Portal, UNIZETO (web) Wortal or UNIZETO (web) Site.

User/Client – any individual making use of Services.

Services – all and any on-line services provided by UNIZETO, i.e. access to Service, files, discussion fora and groups, newsletter subscription and order forms, transaction sites and provision of Services, especially Secure Electronic Archives, Electronic Registry Office, Qualified Time Stamp, E-Invoice Handling System, Data Processing and Hosting, as described in details in § 4 of these Regulations.

Information services – making contents available upon User's request through displaying a certain site of the specific URL (this applies to all Service's sites).

Search services – providing Users with possibilities for remote use of IT mechanisms to search and display of data saved on servers; i.e. browser, catalog, job offers, dictionary, tele-address bases, market ranking.

Communications services – making communications between Users possible by means of providing mechanisms for data receiving, storage and transmission incl. of: subscription of newsletters, publication of comments and opinions, mutual notification on resources.

System – tele-information system – set of co-operating hardware and software that provides the data processing, storage, receiving and transmission through telecommunications networks.

e-mail account system – making it possible for Users to send and receive messages developed by other persons in time and place chosen by User through saving and making them available on UNIZETO servers and reading by authorized User.

WWW site system - services to enable writing data on UNIZETO servers and access thereof to other web users

Force majeure – any and all external events beyond UNIZETO control the occurrence of which is unforeseeable and consequences of which are unpredictable, in particular acts of terror, war, fire, flood, storm wind, epidemic, strike, restrictions or decrees issued by the government or changes and amendments to applicable laws preventing UNIZETO from providing tele-communications services,

Technical Specification – list made by UNIZETO that specifies technical conditions and requirements to be met by User's end station and tele-communications system accessible by User and essential for the proper provision of UNIZETO Services as well as technical standards of Services provided by UNIZETO

End Station – computer with software or any other tele-communications device designed for the direct or indirect connection to Internet terminals to make use of Services provided by UNIZETO.

Software – computer software defined by UNIZETO to enable making use of Services through a computer,

Business information – means business information as provided for by provisions of clause 2 item 2, act on on-line services of 18 July 2002,

Price list - list of fees and charges for Services provided by UNIZETO

UPO – Official Receipt Notice;

EUP – Electronic Registry Office;

ESP - The Electronic Registry Box (ERB) is a main component of the Electronic Registry Office (ERO) that fulfills a mandatory requirement given in a regulation of the Prime Minister of 29 Sept. 2005 on organization and technical conditions for the delivery of e-documents to public entities, (Dziennik Ustaw 2005, vol. 200, item 1651). This simply means it features the following functionality: 'generally available means of electronic communications used for the transmission of information in electronic form to a public entity through a public tele-information network'.

HSM - Hardware Encryption Module;

BAE – Secure Electronic Archive;

SOE – E-invoice Handling System;

System crash – damage to the System preventing or restricting the access to Services for the Client

General regulations on the provision of UNIZETO services applies to UNIZETO services. Detailed regulations supplied by Partners under certain services shall apply to services provided by the Partners under each contract.

§ 2 General Provisions

1. These Regulations specify rules and conditions for on-line provision of services (Services) by UNIZETO pursuant to provisions of clause 8, act on on-line electronic services of 18 July 2002 (Dziennik Ustaw, 2002/144/1204). Under the said act: provision of on-line electronic services means to provide service by sending and receiving data by means of tele-information systems upon individual client's request without simultaneous presence of parties thereto, the data being transmitted over a public network as per the act referred to in item 3.
2. User shall comply with all provisions of these Regulations.
3. The contents of these Regulations are available free of charge. Everyone can print, record or multiply the contents of these Regulations on electronic carriers using any digital technique.
4. These Regulations have been made available in a pattern that makes it possible to store and retrieve contents thereof in a regular course of actions (HTML or other files).

§ 3. Conclusion of Contract

1. UNIZETO provides services for Clients on the basis of a Contract for provision of services only, and the said contract to specify kinds of services to be provided.
2. Upon UNIZETO'S request, Client shall submit the following:
 - 1) Certified copy of relevant register (e.g.: register of companies, associations, etc.), decision on granting statistical Reg. No or VAT reg. No – NIP1 in case of a legal person or organization without legal personality,
 - 2) ID to confirm a personality and residence address in case of individuals.
3. UNIZETO may require additional documents or additional information to be given by the Client.
4. UNIZETO can copy documents submitted by the Client.
5. The Client shall notify UNIZETO in writing of changing their residence address or registered office, address for correspondence, legal status, firm or name within 7 days after the appropriate change. In case of failure to do so UNIZETO can suspend providing services. All correspondence sent to the latest given address shall be regarded as correctly delivered and having legal effect.
6. The contract is made for the indefinite period of time starting on the day of signing thereof unless otherwise agreed upon by the Parties thereto, e.g. the contract signed for a certain period.
7. All changes and amendments to the contract shall be made in writing only unless otherwise agreed upon by the Parties thereto.

8. The Client can terminate the Contract by giving a 30-day written notice, the termination being effective at the end of a month, unless otherwise agreed upon by the Parties thereto. The termination shall be made in writing only.
9. UNIZETO shall be entitled to terminate the Contract without any notice in the following cases:
 - 1) Client is in substantial breach of these Regulations or Contract;
 - 2) Client makes use of Service in the way that may threaten UNIZETO business activities or third parties, break fair business rules through, violating applicable laws in particular;
 - 3) Client breaks common security rules through the abandonment of the proper protection of their hardware against external crash;
 - 4) Client makes use of Services in the way that may lead upset the correct operations of UNIZETO systems and provided Services.
 - 5) Client spreads computer bugs;
 - 6) Client attempts or makes changes in UNIZETO system parameters connected with provided Services;
 - 7) Client makes an attempt to access third party's computer systems illegally (e.g. searching through open ports, scanning other user's ports, crash with use of the so called 'Trojan horse, etc.).
10. The termination of the Contract under which the subscription fee is paid in periods exceeding 1 month by the Client shall not give the Client right to claim the return of the paid subscription fee unless the termination be caused by reasons attributed to UNIZETO and confirmed by results of complaint proceedings or otherwise specified by the contract.

§ 4. Provision of on-line services

1. UNIZETO shall provide Services with due diligence according to terms and conditions given in the Contract , Price List and Regulations.
2. The scope of services offered by UNIZETO covers , but not limited to, the following:
 1. Virtual www and ftp servers – the Client is provided with UNIZETO server disk space for www and ftp services; servicing CGI, PHP and JAVA servlets is provided,
 2. Virtual mailing servers – e-mail accounts are established and maintained fir the Client on UNIZETO server,
 3. Archiving e-documents with use of, e.g., Secure Electronic Archive (BAE) on the basis of the outsourcing (operating within the IT infrastructure of UNIZETO and with use of UNIZETO IT resources),
 4. Handling e-invoices with use of E-invoice Handling System (SOE) on the basis of the outsourcing (operating within the IT infrastructure of UNIZETO and with use of UNIZETO IT resources),
 5. Services of the Qualified Time Stamping Authority that enables time stamping of e-documents with the qualified time stamp,
 6. Services of the Electronic Registry Office connected with e-documents exchange in connection with qualified PKI services,
 7. Data processing by IBM Mainframe-class high-capacity computers with use of disk matrix and backup systems; the data to be processed is supplied over a secure link.
3. Internet services offered by UNIZETO include hosting packages or other Internet services given in the Contract.
4. The Internet services given in the Contract with the Client shall be released immediately after the signing thereof, unless otherwise agreed upon by the Parties.
5. UNIZETO shall make every effort to protect the system against the unauthorized access.
6. UNIZETO shall provide the following:
 - 1) Constant maintenance – 24 hours a day – of virtual www and mailing servers to enable the on-line access to www service contents,
 - 2) backup – archiving the data on an independent carrier at least 24 hours a day.
 - 3) Use of the following security tools:
 - a) encryption – encryption based on the following technologies:
 - SSL – encryption of downloaded mail (POP3, POP2 and IMAP), encryption of outgoing mail (SMTP), encryption of www connections,
 - TLS - encryption of incoming mail (POP3,POP2 and IMAP) and outgoing mal (SMTP),
 - SSH – encryption of remote session,

- VPN – encryption with tunneling used for connecting distant LANs or individual clients through a virtual tunnel to provide for the confidentiality of the transferred data,
 - S/MIME – sending and receipt of secure MIME messages,
- b) Anti-bug – software that enables the elimination of malicious code from both downloaded and sent-out e-mails; scanning resources found on hard disks,
 - c) IDS (Intrusion Detect System) - IDS makes it possible to detect the intrusion in real time, i.e. in the moment of occurrence and the creation of MD5 signature base of the operating system files helps assess the intrusion extent,
 - d) firewall – screening (filtering) for the following is used to protect servers against the unauthorized access from the Internet:
 - incorrect packages,
 - too many packages sent-out to generate the service refusal (i.e. DoS crash),
 - packages coming from dangerous addresses, etc.,
 - e) authorization – access to any offered service (with the exception of generally accessible www sites) is preceded by user authorization through their name and password – it prevents from the interference of unauthorized persons in services provided for certain Clients,
 - f) security audits – applied software is constantly monitored with regard to errors that might enable the intrusion on a server, ,
 - g) upgrade – software versions likely to cause the intrusion on a server are replaced with error-free ones.
6. The Client shall have or have access to a tele-information system (e.g. a computer) enabling the use of the Internet facilities and relevant software to make use of Services data in order to correctly and fully use UNIZETO service, namely:
- 1) Internet browser or e-mail customer's software for e-mail services,
 - 2) FTP customer's software to make use of FTP services,
 - 3) Internet browser enabling the use of Internet-based www resources and servicing Java files,
 - 4) Application enabling the use of the SOE,
 - 5) Application enabling the use of the BAE,
 - 6) Other software supplied to the Client by UNIZETO upon the commencement of the Service,
 - 7) Software used by the Client shall comply with communications standards for certain protocols as given in relevant RFC documents.

§ 5. Obligations of UNIZETO

1. UNIZETO shall be liable for non-fulfillment or inadequate fulfillment of contractual obligations
2. UNIZETO shall not be liable for any loss suffered by the Client due to the use or inability to use services by the Client, loss of data, delay in the receipt or transfer of the data caused by the lack of transmission, incorrect transmission, delay or other interruption in the provision of services by UNIZETO due to circumstances beyond UNIZETO control.
3. The following shall be regarded as circumstances beyond UNIZETO control, in particular:
 - 1) Failure of transmission or telephone connections, incl. of international lines, overloaded connections, lack of access to domestic and international operator networks or incorrect operations of the said telecommunications operators ,
 - 2) Interrupted power supply or failure of technical equipment and other similar circumstances service providers and telecommunications are responsible for or force majeure,
 - 3) Necessary operation and overhaul breaks or other technical breaks,
 - 4) Circumstance the Client is responsible for, such as Client's hardware or software failure, incorrect maintenance or configuration,
 - 5) Failure to comply with provisions of the Contract, these Regulations, Price List, Technical Specification or applicable laws by the Client,
 - 6) Force Majeure.

4. The liability of UNIZETO for damage suffered by the Client in connection with the fulfillment of the Contract, incl. of that due to the unauthorized access to their data, loss of data, delay in the receipt or transfer of the data, is exercised after completing the complaint proceedings as per § 13 and shows all the features of the liability for compensation as per § 5.1.
5. UNIZETO does not interfere with the contents of information transferred over the system and does not disclose the information to third parties unless otherwise required by applicable laws or common court decision. Actions aimed at anti-bug protection of the system are not regarded as the interference with the contents of the transmitted information.
6. UNIZETO shall not be liable for the contents of the received, transmitted, placed information or the disclosed one by any means to third parties by the Client under the Contract and shall not be held liable for the violation of laws due to the said transmission.
7. UNIZETO shall not be liable for results of the access to the Client's information due to the disclosure of access passwords to unauthorized persons by the Client.
8. UNIZETO shall not be liable for the non-fulfillment or inadequate fulfillment of the obligation to provide Services if the latter be caused by the use of software different from the one specified by UNIZETO, in particular the software not covered by the developer's license.
9. UNIZETO guarantees the compliance and suitability of the software in terms of the co-operation with operating systems given in the Technical Specification.
10. UNIZETO shall not be liable for results of supplying the false or out-of-date data by the Client or any explanations thereto.

§ 6. Obligations of Client

1. The Client shall have right to make use of services according to these Regulations and Contract during the Contract period.
2. Services shall be provided by UNIZETO for Client's own use only. In this connection the Client shall not have right to provide UNIZETO services to third parties without a prior written consent from UNIZETO.
3. The Client shall refrain from any unlawful actions or action that might result in the violation of law connected with making use of services, in particular: placing or disseminating of illegal information, software, contents or images violating third party's rights or being criminal-like, using abusive vocabulary.
4. The client shall not take any actions to overload the system, interfere with other system users' resources or result in any damage to UNIZETO and other entities. The following shall be regarded (but not limited to) as the above actions :
 - 1) Sending messages regarded as 'the unwanted ads'; the particular case being the sending of great amounts of messages to one account in a short time (the so called *spam, mail bombing*),
 - 2) Distributing such software that attaches to other pieces of software or e-mails without Client's clear consent and is distributed therewith among computers; the following is regarded as a virus: software that cause damage to computer system, software that slows down the operation of computer systems, software that modifies or deletes data on disks or in computer memory, software that intercepts the information, etc.,
 - 3) Attempting the access to computer and network resources that are not Client's property without their owner's consent or making use of such resources without their owner's consent.
 - 4) Breaking the System integrity, protection or resources or attempting to do so.
5. In case UNIZETO finds a considerable breach of these Regulations or Contract by the Client or persons the Client is responsible for, UNIZETO shall have right to suspend the provision of services immediately and blame the Client therefor, without a prior warning of such intent or submitting requests to the Client, inclusive of removing the mailing account together with its contents.

§ 7. Confidentiality and Data Protecton

1. Parties shall keep the information on terms and conditions of the Contract and the information arising out of its fulfillment, inclusive of technical and financial information, confidential. The confidentiality shall also be maintained by employees and other persons engaged by the Parties in the fulfillment of Contract duties.
2. The information referred to in item 1, above, may only be disclosed to third parties if provided for by applicable laws, on the ground of a decision made by a court or governmental body or with approval from the Party the information deals with.

3. Parties may collect, process and store personal data taking provisions of the act on personal data protection and the act on on-line services into consideration.
4. The Client hereby gives their consent to make use of e-mail addresses and other tele-address data by UNIZETO for purposes connected with the fulfillment of the contract, information-promotion purposes and for market research and study on clients' behavior and preferences the results of which to be improve the quality of UNIZETO provided services. UNIZETO shall not disclose e-mail addresses and other tele-address data to third parties.
5. The Client hereby gives their consent to put their name (firm) on the list of UNIZETO customers.

§ 8 Personal Data Protection

1. The Client hereby gives their consent to process, disclose and make their personal data given upon the registration available by UNIZETO and associated entities for the purpose of the provision of Services by UNIZETO and promotion and advertisement of UNIZETO own and foreign products and services. The data processing shall comply with provisions of the act on personal data protection. The making of data covered by this consent available is voluntary. The Client shall have right to request the data to be supplemented, updated, corrected, deleted or the data processing to be temporarily or permanently suspended if the data is incomplete, out-of-date, untrue or collected with the violation of the act on personal data protection or found redundant with regard to the purpose of the said collection.

§ 9 Technical Requirements

1. The provision of Services by UNIZETO shall be subject to the compliance of Client's end station and tele-communications network the Client has access to with conditions and requirements defined in the Technical Specification.
2. Notwithstanding the requirements as per item 1, above, the tele-communications devices used by the Client, in particular the end stations, shall comply with technical conditions as provided for by applicable laws and be furnished with official certification, certificates of compliance or other relevant documents and markings.

§ 10 Illegal Contents

1. The Client shall take notice that it is forbidden to use services provided by UNIZETO for purposes or in the way against the law or coexistence and may form basis for the immediate termination of the contact for the provision of services. The Client shall not, in particular, make use of UNIZETO provided services for the transmission of data or software the operation of which may result in damage, interception or collection of data on the operation of telecommunications network or actions taken through the said network.

§ 11 Information on UNIZETO

1. UNIZETO discloses the information on possible threats and risks related to use of on-line services and hardware and software protection systems to provide the data transmission security at www.unizeto.pl.

§ 12 Tariffs, Fees , Compensation

1. The Client shall pay fees for the services provided according to special conditions found in a certain contract.

§ 13 Complaints

1. The Client shall have right to file a complaint of Services provided by UNIZETO in case of non-fulfillment or inadequate fulfillment of services and in case of incorrect settlement of mutual accounts or any other objections to UNIZETO Services.
2. The complaint shall specify:
 - 1) First name and last name or name and residence address or seat of the Client, hereunder referred to as 'claimant',
 - 2) Description of a subject and period of the complaint,
 - 3) Description of circumstances justifying the complaint,
 - 4) Date of contract conclusion and the date of the commencement of service provision – in case of delayed commencement of service provision caused by UNIZETO,

- 5) Amount of compensation or other amounts – in case the claimant requires the payment thereof,
 - 6) Bank account No or relevant address the compensation or other amount is to be paid to or request to classify the said amount as the future payment – in case described under item 6,
 - 7) Claimant's signature – in case of the complaint in writing.
3. In case the complaint made in writing, by telephone, verbally or entered into a report does not meet provisions of item 2, sub-items 1-5, 7 or 8, the authorized representative of UNIZETO handling a complaint shall immediately notify the claimant of the necessary supplement.
4. In case the filed complaint does not meet provisions of item 2, sub-items 1-5, 7 or 8, UNIZETO unit handling a complaint shall, if found necessary, call on the claimant to supplement the complaint and define a relevant period, not shorter, however, than 7 days, and a scope of the required supplement with instructions saying the failure to supplement the complaint with a prescribed period shall result in the rejection thereof. After the ineffective lapse of the said period the complaint shall not be investigated.
5. In case the complaint does not specify the amount referred to in item 2 sub-item 6, and the right to the compensation or return of other amount is unquestionable, the provider's unit handling the complaint shall treat the said complaint as if including the specified amount.
6. The complaint may be filed with each unit of UNIZETO servicing Clients.
7. The complaint can be filed by means of e-mail, made in writing, verbally or by phone to be entered into a report made by the unit as given in item 6 as well as by any means of communications from a distance unless objected to by technical reasons.
8. In case of filing a complaint in writing or verbally to a report at the unit referred to in item 6, the authorized representative of UNIZETO handling a complaint shall immediately confirm the receipt of the complaint in writing.
9. In case of filing a complaint in writing or verbally or by phone or by any means of communications from a distance, inclusive of on-line communications, a service provider shall confirm the receipt of the complaint within 14 days in writing and specify the name, address and telephone No of UNIZETO unit handling the said complaint.
10. Provisions of item 9 do not apply in case a reply to the complaint made in 14 days after filing thereof.
11. The complaint can be filed within 12 month after the last day of the accounting period in which the break in providing services ended or after the day on which the service was inadequately provided or was supposed to be provided or after the day of delivery of the invoice including the incorrect calculation of the amount due by virtue of service provision.
12. The complaint filed after the lapse of the period referred to in item 10, above, shall not be investigated of which a UNIZETO unit handling the complaint shall immediately notify the claimant.
13. UNIZETO unit handling a complaint shall reply in writing within 30 days after filing thereof.
14. The reply to the complaint shall include:
- 1) Name of UNIZETO unit handling the complaint;
 - 2) Reference to legal basis;
 - 3) Acknowledgement or rejection of the complaint;
 - 4) In case of awarding damages – estimation of the amount and term of payment thereof;
 - 5) In case of returning other balance - estimation of the amount and term of payment thereof;
 - 6) Instructions on completing complaint proceedings and right to claim damages in court proceeding,
 - 7) Signature and position of authorized UNIZETO representative
15. In case of rejecting the whole or part of the complaint, the reply shall include:
- 1) Legal and material justification, and be;
 - 2) Delivered to the claimant by registered mail.
16. The complaint shall be regarded as accepted in case it is not handled within 30 days after filing thereof.

§ 14 Final Provisions

1. These Regulations have been in force since 19 July 2006 and apply to Clients the contracts were concluded with and who have become familiar with these Regulations and confirmed the fact concerned by signing a relevant declaration prior to concluding the contract.

2. In case of discrepancies between these Regulations and contents of individual contracts for the provision of Services – the contents of the contract shall prevail.
3. These Regulations are made available on-line to public at www.unizeto.pl . Everyone has right to print or record the contents of these Regulations for their own purpose.
4. All matters not covered by these Regulations shall be governed by provisions of the act as per § 2 item 1 , and civil code, act on copyright and associated rights and other applicable laws.

I do confirm to have familiarized with these Regulations.

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Date and signature