

Regulations for the provision of services under the DocSecure application

1. Introduction

- 1) These regulations set out the rules for providing the DocSecure Service to Companies and their Customers, consisting of sending, storing and sharing files via the Application.
- 2) The service is payable to companies. The price for the service is specified in a separate written agreement of the Parties.
- 3) Access to the Service is subject to internet access and a current web browser. The service provider recommends using the Google Chrome browser.

2. Definitions

Application – DocSecure computer application embedded as part of a virtual disk on which the Service User saves and manages data [downloads, changes, browses and provides data to selected persons] via the website: <https://docsecure.arpi.com>; all property copyrights to the Application belong to ARPI.

Service Provider – ARPI Network Sp. z o. o. with headquarters in Warsaw, ul. Wiertnicza 165, 02-952 entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000430449, NIP: 7010354921, amount of share capital: 5 PLN 000.00; a company from the ARPI Group that is an entity that has full copyrights to the Application, which provides the Service electronically in accordance with the provisions of the Regulations;

Client – a client of one or several Companies being a Service recipient;

User Account – an individual electronic account registered by the User in the Application, identified by a unique login selected by the User [e-mail address], password and telephone number, which is also an entry in the Service Users' database;

Guardian – an employee, associate of one of the Companies or other persons acting on its behalf, whom the Service Provider has authorized to use the Service; The guardian acts with the consent and on behalf of the appropriate Company;

Customer Representative – an employee, employee of the Customer or a person authorized to act on his behalf, obtaining the right to use the Service with the consent and after the appointment by a given Supervisor acting on behalf of the Company and with the consent of the Customer,

Regulations – this document specifying the principles of providing the Service;

Companies / Company – companies or a company from the ARPI Group – ARPI & Partners, ARPI Aviation, ARPI Staffing, ARPI Bemanning, ARPI Regnskap, being the Service recipient;

Service – the DocSecure service provided electronically in accordance with the Polish Act of 18 July 2002, implemented through the Application embedded within the virtual disk, consisting of sending, storing, sharing and encrypting files via the Application;

User – Caregivers acting on behalf of and with the consent of the Companies and acting on behalf of and with the consent of the Client. Client representatives using the Service via the Internet; Customer Supervisors and Representatives are identified by the IP address of the computer from which they connect to the Application;

3. General rules

- 1) The Service Provider via the Application provides electronically, to the Companies and their Customers, a Service enabling the following activities to be carried out between a given Company and a selected Client: sending, storing, encrypting and sharing files.
- 2) The service is provided via the Application embedded as part of a virtual disk on which the Service User saves and manages data (downloads, changes, browses and provides data to selected persons) via the website:
<https://docsecure.arpi.com>.
- 3) The service is provided to the given Company and to clients selected by the Company. The company is entitled to share selected functionalities for the clients selected by it.
- 4) In order to provide the Service, the Company will provide the Service Provider with a list containing names, surnames, e-mail addresses and business telephone numbers – Caregivers, who will be granted the right to grant selected Customer Representatives access to the Application and enable its use on the principles set out in the Regulations. The Service Provider will grant the Guardians indicated by the Company the rights specified in the previous sentence.
- 5) Tutors, within their powers, will grant Customer Representatives indicated by the Customer by indicating their name, email address and business phone number the right to access the Application together with the possibility of creating an individual User account by them. The Client's representatives will be provided with selected functionalities of the Application, excluding in particular the possibility of giving other persons access to the Application.
- 6) Users are obliged to use the Service only in mutual communication, without the possibility of using the Application for the purpose of communication with other entities.
- 7) In order to provide the Service, the Company and the Customer, acting through the Caregiver or Customer Representative, respectively, register the account as part of the Application. When registering, the Company, Customer, Carer or Customer Representative accept the provisions of the Regulations and undertake to comply with them.
- 8) The Company or the Customer are obliged to ensure compliance with the provisions of the Regulations by Caregivers or Customer Representatives, respectively, and bear full responsibility in the event of their violation of these provisions.

4. User Account

- 1) Website User may have an individual User account identified by a unique login (email address), password and business phone number.
- 2) The login (email address), password and business phone number assigned to the account cannot be changed, except for the action via the password recall option.
- 3) An account created as part of the Application is created for an unlimited period. The Service Provider reserves the right to delete inactive accounts, i.e. those that have not been used for a long time (not less than 2 years), or exhibiting the characteristics of an action inconsistent with the rules set out in the Regulations, without providing a reason.
- 4) Communication with the User takes place via the email address identifying the account.
- 5) The Service Provider shall not be liable for ineffective delivery of messages to the e-mail address provided by the User, in particular in the following cases: if the address is incorrect, it belongs to a third party, or the e-mail server software prevents delivery of the e-mail.
- 6) The account set up by the User may be deleted by the Service Provider at the request of the Company or the Customer (depending on whose behalf the given User is acting) after effectively informing the Service Provider in this regard using the form provided as part of the Application at <https://docsecure.arpi.com/support>.
- 7) It is forbidden to share the Account with third parties.

5. Using the Application

- 1) The Service Provider reserves the right to delete processed files without giving a reason, in particular those that violate the Regulations and applicable law.
- 2) It is prohibited to:
 - a. any attempts to affect the stability of the Application or ICT networks,
 - b. any criminal activities, in particular hacking,
 - c. any activities that infringe third parties' proprietary copyrights,
 - d. posting information about third parties as part of processed files without prior authorization of these persons,
 - e. uploading or using viruses, bots, worms or other computer codes, files or programs that may affect the functioning of the Application or its Users,
 - f. store, post or send content that is inconsistent with generally applicable law, contrary to the Regulations or decency, in particular content:
 - erotic, pornographic, obscene,
 - containing content commonly considered vulgar and offensive,
 - illustrating or promoting violence, racism, hatred, discrimination (racial, cultural, ethnic, religious or philosophical, etc.),
 - violating the personal rights or offending the dignity of others,
 - disseminating data-breaking techniques, viruses and the publication of any other material similar in content and action,
 - violating the right to privacy or which is suspected of infringing the right to privacy,
 - containing materials protected by copyright not owned by the User,
 - describing, promoting or providing instructions for illegal activities or even potentially dangerous activities,
 - any other considered by the Administrator undesirable,
 - any other illegal or violating social and moral norms,
 - using the Application in a manner contrary to or incompatible with its purpose.

6. Statements and obligations of the Company and the Customer

The Company and the Customer declare that:

- a. they will grant their consent to use the Service on their behalf only to such Caregivers or Customer Representatives, who are of legal age and have full legal capacity,
- b. e-mail address and number a business telephone number entered or provided upon registration by the Caregiver or Customer Representative, respectively, in order to use the Service, is the business address or business phone number given as part of the legal relationship between them with the Company or the Customer, and that the given User has the right to dispose of this e-mail address and phone number in business relations,
- c. all questions and problems will be reported to the Service Provider's email address: admin@docsecure.arpi.com.
- d. files processed as part of the Application will not infringe any third-party rights, in particular copyrights and property rights as well as the right to protection of personal data, and that they are fully entitled to process them as part of using the Service,
- e. in the event of any claims regarding the content against the Service Provider, forms or rights related to files processed by a given User shall release the Service Provider from any liability, legal and financial, and incur costs related to the above.

7. Liability

- 1) The Service Provider shall not be liable for any interruptions in the operation of the Application that are not his fault. It bears no legal or financial responsibility for the temporary disabling of some or all of the Application's functionalities.
- 2) The Service Provider does not provide any guarantees as to the correct functioning of the Application, its continuity of operation and is not responsible for damage caused during service works, unavailability, shutdown, breaks or other administrative or technical events.
- 3) The Service Provider reserves the right to modify the functionality of the Application as well as to change the rules of providing the Service, in particular to cease operations. As a result of such actions, the User and the entity on behalf of which he acts are not entitled to claim damages or other claims against the Service Provider.
- 4) The Service Provider is not responsible for the content and legality of files presented and processed under Users' accounts and for any damages arising in connection with this processing. The Company or the Customer on behalf of which the User acted is solely responsible in this respect.
- 5) The Service Provider is not responsible for damages and losses resulting from the launch of files processed as part of the Application. The Company or the Customer on behalf of which the User acted is solely responsible in this respect.
- 6) The Company or the Customer acting through the Agent or Customer Representative, respectively, use the Application at their own risk. The Service Provider is not responsible for the disclosure of classified information sent or presented via the Application.
- 7) The Service Provider undertakes to cooperate with authorized state authorities conducting proceedings against the Company, the Customer, a Caregiver or a Customer Representative as a result of a crime committed or suspected of a crime, in connection with the use of the Service.
- 8) Any disputes arising in connection with the processing of files, entities on behalf of which Users act will be resolved without the participation of the Service Provider.
- 9) If a given User notices files that violate security or generally applicable legal provisions, the entity on whose behalf the User acts is obliged to immediately report such a situation to the Service Provider using the following email address: admin@docsecure.arpi.com, providing justification and address to files.
- 10) Any activities that may adversely affect the image of the Application or Service Provider are prohibited.

8. Protection of personal data

Upon registration, the User agrees to the placement and processing of his personal data by the Service Provider, in accordance with the conditions, in the manner and for the purposes set out in the Privacy Protection Policy [Annex 1] and in accordance with the provisions of the Regulations.

9. Final provisions

- 1) All rights to the Application and all its elements (including software, functional layout, graphic elements, databases and works presented as part of the Application), with the exception of content originating from and disseminated by its Users, belong to the Service Provider and are subject to legal protection. This applies in particular to:
 - a. works protected under the Act of February 4, 1994 on Copyright and Related Rights [i.e. Journal of Laws 2018.1911, i.e. from 2018.06.21, as amended],
 - b. databases subject to protection pursuant to the Act of 27 July 2001 on the protection of databases [Journal of Laws 2001.128.1402 of 2001.11.09 as amended],
 - c. trademarks subject to protection pursuant to the Act of 30 June 2000. industrial property law [Journal of Laws 2017.776, i.e. from 2017.04.13, as amended],
 - d. Internet domain names.
- 2) The Regulations are available at https://docsecure.arpi.com/terms_and_conditions.pdf or at the Service Provider's headquarters.
- 3) The condition of using the Service is to accept the Regulations.
- 4) The Regulations enter into force on January 18, 2019.
- 5) The Regulations may change under the conditions set out in the Regulations.

- 6) The Administrator, under the conditions described below, reserves the right to unilaterally amend the provisions of the Regulations in the event of a
 - a. change in the generally applicable provisions of law regulating the provision of services affecting the mutual rights and obligations of the Parties or a change in their interpretation as a result of court judgments, decisions, recommendations or recommendations appropriate in a given scope offices or bodies,
 - b. changing the manner of providing the Service resulting from technical or technological, business or security reasons,
 - c. introducing new or withdrawing the existing Services by the Service Provider;
- 7) In the event of changes to the Regulations, the Service Provider will inform the Company and the Customer about it via the e-mail addresses provided by them, and the User via the e-mail address assigned to the User's account, with information about the change and the address of the website on which it is published Regulations. In the absence of acceptance of the amended version of the Regulations, the User may terminate the contract with the Service Provider with immediate effect, by submitting to the Service Provider within 14 days from the date of receipt of the above information a statement – in writing or via e-mail – about the lack of acceptance of changes introduced in the Regulations. Submission of the above statements means the termination of the contract between the User and the Service Provider. Termination of the Agreement in this way results in the deletion of processed data of Users acting on behalf of the dissolving entity from the Application database and the recognition of accounts as deleted.
- 8) The uniform text of the Regulations will be each time published in the Application.
- 9) The application, Regulations and contracts are subject to Polish law. In matters not covered in the Regulations, the provisions of the Act on the provision of electronic services, the Act on the protection of personal data, the Civil Code and other mandatory provisions of law shall apply.
- 10) In the event of a change or annulment, as a result of a final court decision, of any of the provisions of the Regulations, the remaining provisions shall remain in force and bind the parties.
- 11) Notwithstanding the provisions of the Regulations, there is a possibility for the User to use out-of-court complaint consideration and redress methods. Appropriate procedures in this area are available, among others at the Office of Competition and Consumer Protection and at www.uokik.gov.pl.

Privacy Policy

1. Introduction

- 1) This Privacy Policy sets out the rules for the protection of Companies, Service Clients and Application Users in connection with the processing of Personal Data.
- 2) By using the Service, you accept all the rules used by the Service Provider and set out in the Regulations and Policy. The User confirms the acceptance indicated in the previous sentence by selecting the field related to this acceptance that appears during registration.
- 3) You should read the Policy and Regulations before using the Service. In the absence of acceptance of the rules set out in the Regulations and Policy, the User should not start using the Service.

2. Definitions

Data regarding Users' activities as part of the Service – Data regarding Users' activities as part of the Service, data regarding sessions, devices and the operating system, browser, location and unique ID recorded and stored via cookies or tracking scripts. They include, in particular, the following data: clicks as part of using the Service, visits to the Application page, dates of setting up and logging into the User Account, data on the use of certain services as part of the Service, history and activity of the User as part of the Service.

Personal Data / Data – data of Companies, Customers, Users and data entrusted to the Service Provider for processing by the Companies and Customers.

Registration data – data that is part of the Personal Data catalog, provided in the registration forms available in the Application: login (email address), business phone number.

Policy – this Privacy Policy, constituting Annex 1 to the Regulations.

Processing – operations performed on Personal Data such as collecting, recording, storing, developing, changing, sharing, making backup copies and other necessary for the implementation of the Service or use of the Website.

Regulations – Regulations for the provision of services under the DocSecure Application.

GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Protection Regulation data).

Other capitalized terms not defined above have the meanings given to them in the Regulations.

3. Service Provider as an entity processing Personal Data

- 1) The service provider processes Personal Data as an entity processing Data on behalf of the Company or the Customer.
- 2) The Administrator of Personal Data is:
 - a. The Company – in relation to Personal Data of Caregivers, the
 - b. Customer – in relation to Personal Data of the Customer Representative and data contained in the content sent by the Supervisor or Customer Representative using the Service.

The administrator decides what Personal Data the Service Provider has been entrusted with and for what purpose the User uses the Service.

- 3) Contact details of the Service Provider: ARPI Network Sp. z o. o. with headquarters in Warsaw, ul. Wiertnicza 165, 02-952, e-mail: admin@docsecure.arpi.com.

4. Purpose and type of processing Personal Data

- 1) Data are processed by the Service Provider as an entity processing Data within the meaning of the GDPR, in order to provide Services as part of the DocSecure application.
- 2) The Service includes the following activities on the part of the Service Provider:
 - a. administrative activities related to the conclusion of the contract for the provision of electronic services under the Regulations, the creation of a User Account and the User's authentication under the Application,
 - b. provision of the Service – enabling the following activities between the given Company and the Customer selected by it: sending, storing, encrypting and sharing files,
 - c. sending communication related to the use of the Service and its functioning [e.g. system messages],
 - d. consideration of complaints, possible redress and quality control of the Service.
- 3) In order to provide the Service as part of point 2 lit. a, c above activities are processed: Registration data and the password provided by the User. The password is stored only in encrypted form and the Service Provider has no access to it.
- 4) In order to provide the Service as part of point 2 lit. b, d the following data is processed above the activities: Registration data, Personal Data contained in the content sent by Users using the Service and Data regarding the activity of using the Service.

5. Legal grounds for processing Personal Data

In order to provide the Service, it is necessary to process Personal Data.

The legal basis for processing Personal Data is Art. 6 clause 1 lit. b GDPR – the processing of Personal Data is necessary to perform the contract.

6. Recipients of Personal Data

- 1) Personal data is transferred to the following categories of recipients:

Suppliers operating in the area of support covering certain functions of the Service (webinars), hosting services and support in customer service, as well as services related to tracking security incidents, responding to them, diagnosing and solving problems in service.

- 2) Recipients of Personal Data are based in Poland and other countries of the European Economic Area (EEA).

7. Control over Personal Data

- 1) Company, Customers and Users may exercise their rights regarding their data by submitting to the address admin@docsecure.arpi.com
- 2) In accordance with the relevant provisions of the GDPR and on the principles set out therein, the Company, the Customer and the User have the right to request access to data, rectification, removal, objection, transfer (when the basis is consent and the Data is processed in an automated manner) or restrictions on their processing.
- 3) In the event of a request to delete Data, the Service Provider will retain some of them despite such a request by the Company, the Customer or the User, if it is necessary for the Service Provider to fulfill its legal obligation or to establish, assert or defend claims. This applies in particular to Personal Data including: name, surname, email address and Data regarding Users' activities under the Service, which we store for the purpose of examining complaints and claims related to the use of the Service or Website.

- 4) In the event of consent – the consent granted may be withdrawn at any time. Withdrawal of consent has effect only for the future and does not affect the lawfulness of processing already carried out.
- 5) The Company, Customer or User have the right to lodge a complaint to the President of the Office for Personal Data Protection when they consider that the processing of their Personal Data violates the provisions of the GDPR.

8. Period of storage of Personal Data

Personal Data is stored for the period of User having an Account in the Service. After deactivating the Account, the Data will be stored for 60 days solely to enable the User to reactivate the Account. During this time, the Data will only be stored and no other operations will be carried out on them, unless it results from obligations imposed on the Service Provider by law or authorized bodies. After this date, Personal Data will be deleted from the main database and it will not be possible to recover it. For the next 120 days, the Data will be stored in an encrypted form only in backup copies, which period is required due to the specifics of the backup operation to completely delete the data.

Regardless of the periods specified in the content of point 1, the Data will be stored for the period necessary for the purpose of considering complaints, compliance with tax and accounting regulations and handling any claims related to the use of the Service.

9. Personal Data Protection

The Service Provider has implemented appropriate and effective measures to ensure the security of Personal Data. The application uses encrypted data transmission (SSL, Secure Socket Layer) during registration and logging in, which ensures Data protection and significantly hinders interception of Account access by unauthorized systems or persons.

10. Policy Updates

- 1) The Service Provider may, as required, change and supplement the Privacy Policy on the principles set out in the Regulations appropriate for amendments to the Regulations.
- 2) The policy does not limit any rights vested in the Company, the Customer and the User in accordance with the Regulations and legal provisions.