

Investment Port sp. z o. o.
Terms of Service of BinderLess

PREAMBLE

Following Terms of Service document defines the rights and obligations of Clients and the terms and conditions for the use of the online System operated by the Company. These Terms of Service also indicate the rights and obligations of the Company related to the provision of electronic services, as well as the scope of responsibility related to the provision of services. In order to start using the System, it is necessary to read these Terms of Service and the Privacy Policy. By accepting these Terms of Service, the Client declares that he/she has familiarized himself/herself with its content and undertakes to abide by the rules contained herein. The provisions of these Terms of Service are an integral part of the contract for the provision of electronic services by the Company.

ABOUT THE SERVICE

The system is a web service that supports the process of digitizing workflows and improves decision-making on construction projects carried out by the client, by automating processes through intelligent algorithms.

CHAPTER I. DEFINITIONS

By the terms used in the document it is understood:

- a. **Terms of Service** - this document.
- b. **Subscription** - one of the subscriptions specified in §2, §7 and §8 of the Terms of Service.
- c. **Client** - a legal person, an organizational unit without legal personality, or a natural person conducting business, who has entered into an Agreement for Services provided by the Company. The Client cannot be a natural person performing a legal action not directly related to his/her business or professional activity, and an entrepreneur who is a natural person, concluding an Agreement with the Company directly related to his/her business or professional activity, but not of a professional nature for him/her.
- d. **User** - the Client or a person delegated by the Client to work in the System on his behalf and for his benefit.
- e. **Privacy Policy** - a document specifying the principles of collecting and using Client's personal data available on the System.
- f. **System** - BinderLess website and application in the domain www.binderless.com and sub-domains, administered by the Company.
- g. **Pricing** - a subpage of the System with information on Subscriptions, their limits, ranges, prices. Available at <https://www.binderless.com/en/cennik>.
- h. **Company** - Investment Port sp. z o.o. based in Lublin, 26 Gospodarcza Street, 20-213 Lublin, Poland, KRS: 0000909665, NIP: 9462707891.

- i. **Agreement** - a contract for the provision of services by electronic means concluded between the Company and the Client in accordance with the procedure set forth in the Terms of Service.
- j. **Services** - services provided by the Company to the Client as indicated in §2 of these Terms of Service.

CHAPTER II. GENERAL PROVISIONS

§1. Regulations

- 1. These Terms of Service set out the terms and conditions for the provision of Services by the Company in connection with the use of the System by Clients, including the types and scope of Services provided electronically, the technical requirements necessary for the use of the Services, the conditions for the conclusion and termination of Agreements, the rights and obligations of the Company and the Client, as well as the complaint procedure.
- 2. The Company provides the Services electronically in accordance with the provisions of the law and the Terms of Service.
- 3. The Company shall make the Terms of Service available to Clients free of charge on the System, in a manner that allows its content to be obtained, reproduced and recorded by means of the information and communication system used by the Client.
- 4. The applicable law in matters related to the System is Polish law.

§2. System and Services

- 1. Under all available Subscriptions, the Company provides the Client with Services consisting of:
 - a. Providing an IT tool to facilitate the conduct of construction projects for the client, in particular, the circulation of documents;
 - b. storage for the Client's files and data on the construction projects it is carrying out;
 - c. The ability to invite Client Users to the System to collaborate on construction projects;

In addition, as part of the paid Basic, Standard, Professional and Enterprise Subscriptions, the Company provides the Client with Services consisting of support, configuration assistance and technical support for the Client, especially at the stage of implementation of the System on construction projects.

- 2. Demo Subscription, which is a trial version of the System, is available to the Client for the time predetermined in the Pricing, there is no possibility of extending the Subscription, after the expiration of the time the Client has the option to choose another Subscription, otherwise the Subscription will automatically expire and the Client will lose access to the collected data.
- 3. According to the Pricing, disk space under Subscriptions may be limited and the purchase of additional space may or may not be possible depending on the Subscription. If the purchase of additional space is not possible and the Client has reached the limit, the System blocks the User from uploading more files. If the purchase of additional space is possible and the Client has reached the assumed limit, the System will automatically

charge the Client with an additional space package in accordance with the Pricing. The number of additional space packages is not limited.

4. According to the Pricing, the number of projects within the Subscriptions may be limited and the purchase of an additional package of projects may or may not be possible depending on the Subscription. If the purchase of additional projects is not possible and the Client has reached the limit, the System blocks the user from creating more projects. If the purchase of additional projects is possible and the Client has reached his/her limit, the System will automatically charge the Client with an additional project package according to the Pricing. The number of additional project packages is not limited.
5. The terms of the Enterprise Subscription, including additional services and limits, are governed by a separate agreement between the Client and the Company.

§3. Technical conditions

1. In order for the Client to properly use the System, the following are required:
 - a. operating system such as Windows (7 or later), Mac OS, Linux having a desktop environment, or a phone equipped with Android (Lollipop 5.0 or later) or iOS (11 or later) with Internet access,
 - b. a web browser that supports SSL encrypted connections, JavaScript and cookies, in one of the versions: Chrome Latest, Firefox Latest, Edge Latest, IE 11+, IE Mobile 11+, Safari Latest, iOS Latest, Android 5.0+, Brave Latest, supporting SSL encrypted connections, JavaScript applications and cookies,
 - c. an active email account and a mail client that allows User to read his/her correspondence,
 - d. a program that allows opening files in PDF format to read documents sent to the Client's email address and shared in the System.
2. Connection to the System is made using SSL protocol.
3. It is required that the Client's browser enable JavaScript and allow the addition of cookies. Disabling JavaScript and cookies may cause some features of the System to function improperly. The Company is not responsible for damages resulting from the Client's failure to enable JavaScript and cookies.
4. The Company reserves the right to change the technical requirements specified above, in particular due to technological changes. A change in technical requirements does not constitute an amendment to the Terms of Service.
5. The Company, in order to ensure the proper functioning of the System and to strive to provide the highest quality of the Services, may communicate with Clients both by email and by telephone.
6. It is forbidden to copy, distribute or disclose any part of the System by any means, including but not limited to automatic or non-automatic "scraping".
7. The Client may not use the System and the content within it for any other purpose without first obtaining the Company's documentary consent. In particular, the Client shall not have the right to:

- a. reproduce, modify, adapt, distribute, publicly display and distribute the System without prior express permission from the Company;
 - b. decompile and perform reverse engineering with respect to the System, except as specified by applicable regulations;
 - c. extracting or attempting to extract (in particular, using any data extraction robots or other similar types of tools used to collect data) a significant portion of the data posted on the System.
8. The Company cautions that use of the System may involve standard risks associated with the use of the Internet.

CHAPTER III AGREEMENT

§4. Agreement conclusion

1. The conclusion of the Agreement is made through the System from the moment the Client completes the registration, after the Client has read and accepted the Terms of Service.
2. The Terms of Service is an integral part of the Agreement.
3. The Agreement is concluded for an indefinite period of time.

§5. Client Registration

1. In order to register in the System, the prospective Client is required to:
 - a. accept the provisions of the Terms of Service;
 - b. provide an email address and set a password for the account; and
 - c. confirm the email address by clicking on the activation link sent by the System.

§6. Documentation

1. By accepting the Terms of Service, the Client declares that he has read the provisions of the Terms of Service and accepts their contents without reservation.

§7. Free Services

1. Upon execution of the Agreement, the Company shall provide the Client with the Access Services under the Demo Subscription free of charge.
2. The Services provided by the Company to the Client under the Demo Subscription are detailed in §2 of these Terms of Service.

§8. Paid Services

1. In order to start using Basic, Standard or Professional Subscriptions, the Client should complete his/her registration and tax data in the System and select the plan he/she is interested in, along with the currency.

2. In order to start using the Enterprise Subscription, the Client should make such a request to a representative of the Company, for example, by telephone, or by email to the Company's address office@binderless.com.
3. The Company will activate the Enterprise Subscription to the Client after the details of cooperation and the scope of the Services have been agreed with the Client in a separate agreement.
4. The Services provided by the Company to the Client under Basic, Standard, Professional and Enterprise Subscriptions are detailed in §2 of these Terms of Service.
5. Paid Services provided by the Company are documented by VAT invoices.
6. The available settlement currency options are Euro (EUR) or Polish Zloty (PLN).
7. The Client shall make payments for the Services performed for him by wire transfer to the Company's account indicated on the VAT invoice. The due date is 14 days from the invoice issuance date.
8. Invoices for Subscription are issued monthly, on the first day for which payment is due for the next Subscription period (payment in advance).
9. In Subscriptions under which additional packages of disk space and projects are available, the packages are charged automatically when the designated limits are exceeded in accordance with the Pricing provided in the System. Invoices for additional packages are issued in arrears.
10. The Client may cancel the paid Subscription at any time, the Subscription will then continue until the date by which it was invoiced. The Company will not refund funds for already started Subscription periods.

§9. System Availability

1. The Company will make best efforts to ensure the availability of the System 7 days a week and 24 hours a day.
2. Technical support services are provided by the Company on business days applicable in the Republic of Poland, Monday through Friday, from 9:00 am to 5:00 pm CET.
3. The Company shall make best efforts to ensure that the Client has uninterrupted access to the System except for technical interruptions, administrative interruptions related to the maintenance of the System, and other interruptions caused by circumstances for which the Company is not responsible. The Company will make every effort to inform the Client of planned interruptions in access to the System in advance, and that the interruptions occur only for valid reasons and between 8:00 p.m. and 6:00 a.m CET, or on weekends and public holidays applicable in the Republic of Poland. The Company shall inform Clients of planned interruptions in access to the System by email.

§10. Client Obligations

1. The Client is obliged to ensure that the data entered into the System is correct and up-to-date.
2. The Client is obliged to keep access passwords confidential and not disclose them to third parties.

3. In case of suspicion of unauthorized entry into possession of the password or if the password is lost, the Client is obliged to immediately change the password.
4. The Client undertakes to:
 - a. not to use the System for purposes other than those specified in the Terms of Service;
 - b. not to send, not to transmit, not to share information or other data obtained from the System in any way with third parties other than in connection with the use of the System for the performance of the Services;
 - c. not to send illegal content via the System, not to take actions aimed at disrupting the functioning of the System, in particular by means of computer viruses, trojans, automatic queries or malicious software, not to take actions aimed at delaying the functioning of the System.

§11. Personal data

1. The administrator of the personal data processed in connection with the provision of the Services is the Company - i.e. Investment Port sp. z o. o. based in Lublin at 26 Gospodarcza Street, 20-213, Lublin, Poland.
2. Processing of Client's personal data is carried out in accordance with the law and in accordance with the Privacy Policy available in the System.

§12. Access blocking

1. The Company shall have the right to block the Client's access to the System, discontinue or suspend for a specified period of time the provision of Services through the System if:
 - a. Client violates the provisions of the Terms of Service or mandatory regulations, or
 - b. in the opinion of the Company, this is required to protect the interests of the Client, e.g. in a situation where there is an external attack on the System and access to the System is blocked in order to secure the Client's data, or
 - c. Client is in arrears with payment of fees due.

§13. Complaints and claims

1. The Company accepts complaints and grievances from Clients via email at the Company's address support@binderless.com.
2. In order to enable prompt and efficient processing of a complaint or claim, it is recommended that the complaint or claim contain a description of the event to which it relates, an indication of the misconduct that is the subject of the complaint or claim, the name of the employee serving the Client (or circumstances that allow his identification), and, if damage has been incurred, a clear statement of the Client's claim for the irregularity.
3. The Client is informed of the outcome of the complaint or claim within 14 calendar days from the date of receipt of the complaint or claim by the Company.
4. If a complaint is rejected, the Client has the right to file an appeal within 14 days of receiving the decision. The Company will consider the appeal within 14 days of receipt.

5. The Company and the Client agree to make every effort to resolve any disputes arising in connection with the performance of the Agreement amicably. In case of any discrepancies, the parties will seek to resolve the dispute through negotiation.
6. If the dispute cannot be resolved amicably, either party may propose mediation as an alternative method of dispute resolution. Mediation will be conducted in accordance with the rules of the mediator or mediation institution selected by the parties. The costs of mediation will be paid by the parties half each, unless the parties agree otherwise.
7. If the dispute is not resolved through mediation, or if the parties opt out of mediation, the dispute will be submitted to an arbitration court in Poland selected by the parties. The decision of the arbitration court is final and binding on both parties.
8. In the absence of consent to mediation or arbitration, disputes arising from the performance of the Agreement shall be settled by the court having jurisdiction over the Company's registered office, i.e. the District Court in Lublin.

CHAPTER IV. FINAL PROVISIONS

§14. Termination of the Agreement by the Client

1. The Client may terminate the Agreement, insofar as it relates to the Services provided under the Terms of Service, at any time, in the cancellation form available in the System.
2. The Agreement is terminated at the end of the period for which it was concluded.
3. The data collected by the Client in the System, in the form of binary files in the data repository, are available for a period of 3 months from the date of termination of the Agreement, during which time the Client may ask the Company to transfer the data on a medium provided by the Client.

§15. Termination or dissolution of the Agreement by the Company

1. The Company may terminate the Agreement with 7 days' notice if Client uses the System in violation of the Terms of Service and, despite being called upon to cease violations within an additional period of time, fails to do so.
2. The Company may terminate the Agreement without notice if the Client grossly violates the Terms of Service or the provisions of mandatory law.
3. The Company shall send the Client a notice of termination of the Agreement or information on termination of the Agreement without notice to the last email address provided to the Company by the Client.

§16. Disclaimers and exclusions

1. Clients are responsible for the truthfulness and legality of the content they publish within the System.
2. The Company reserves the right not to post or remove content published by the Client within the System, if the Client posts content that violates the rules of social coexistence, good morals, the provisions of generally applicable law or the provisions of the Terms of Service.

3. The Client retains all intellectual property rights to the content it has created and publishes in the System.
4. The Client is fully responsible for his/her actions or omissions within the System.
5. The Company's liability to the Client is based on general principles, with the proviso that the Company shall not be liable for lost profits.
6. In the event that a third party asserts claims against the Company arising from a violation of its rights by the Client in connection with the Agreement or the System, the Client agrees to settle such claims and indemnify the Company against any obligation to provide benefits thereunder. In the event that a third party asserts claims arising from the above against the Company in court, the Client shall join the Company in the lawsuit and take all steps to indemnify the Company, unless the Client is not at fault.
7. In the event that a third party asserts claims against the Client arising from the Company's violation of its rights in connection with the Agreement or the System, the Company agrees to settle such claims and to indemnify the Client for its performance thereunder. In the event that third parties assert claims arising from the above against the Client in court, the Company shall join the Client in the lawsuit and take all steps to relieve the Client from the lawsuit, unless the Company is not at fault.

§17 Amendments to the Terms of Service

1. The Company reserves the right to amend the Terms of Service, in particular in case of:
 - a. changes in legislation,
 - b. changes to the Company's information system, including changes to the System,
 - c. changes in the Company's business and Services,
 - d. decisions or recommendations of public administration bodies,
 - e. changes in service standards and market practices, to the extent that such changes affect the Company's provision of the Services specified in the Terms of Service,
 - f. Client's requests and suggestions regarding the Company's Services under the Agreement and Terms of Service, aimed at improving the quality of services.
2. The notice, together with the amended Terms of Service, is sent by the Company to the Client and his Users at one of the email addresses they defined in System.
3. The amended Terms of Service shall be binding on the Client, if the Client has not terminated the Agreement, insofar as it concerns the Services provided under the Terms of Service, within 30 days from the date the amended Terms of Service were sent to the Client. If the Client has not terminated the Agreement, insofar as it relates to the Services provided under the Terms of Service, it means that the Client accepts and agrees to be bound by the content of the amended Terms of Service as of the effective date thereof.
4. The current version of the Terms of Service is in force from 17 September 2024.