

## SPACE TMS – ENTERPRISE ACCOUNT TERMS OF SERVICE

### DEFINITIONS

**Service Provider** – Space TMS Limited with its registered seat in Ground Floor, 8-9 Marino Mart Fairview, Clontarf, Dublin.

**User** – an entrepreneur receiving Services rendered by the Service Provider, being a natural person, a corporate entity, or a non-corporate entity, obliged to respect these Terms of Service.

**Application** – Space TMS software stored and executed in the telecom and IT network of the Service Provider that is shared against payment with the Users in the SaaS model at the following URL: <https://app.spacetms.com>. It features functionalities supporting the management of orders processed by a translation agency, document storage and sharing by electronic means, as well as the management of communication between a translation agency and its clients, partners, and employees.

**Services** – services provided by electronic means by the Service Provider for the benefit of the User in accordance with the provisions set out herein. They involve granting the User a remote access to the Application with no need to install and launch it on the end User's device.

**User Account** – an individual User profile in the Application identified by a unique username (login) and password enabling the use of available Application features.

**Sub-account** – limited access to the Services granted by an authorized User under their User Account; used for internal purposes only.

**Subscription Fee** – a recurring payment for the provision of Services in the amount specified in the current price list paid by the User in accordance herewith.

**Terms of Service** – these Terms of Service.

### Chapter 1

#### GENERAL PROVISIONS

1. These Terms of Service describe how the Application works and set out the terms and conditions for use thereof, in particular:

- 1) A type and scope of Services rendered by electronic means by the Service Provider;
- 2) Terms and conditions for the provision of Services by electronic means, including technical requirements necessary to achieve compatibility with the IT system under which the Application is made available;
- 3) Rights and obligations of the Service Provider and the User;
- 4) A method of conclusion and termination of the Agreement for the provision of services by electronic means;
- 5) A claim procedure to be followed.

2. Within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text, Dz.U. 2019 item 123), the provision of services by electronic means includes

performance of a service rendered without the need for simultaneous presence of the parties (remote service) through data transmission on individual demand of the customer, transmitted and received by means of devices for electronic processing, including digital compression and data storage, which is entirely broadcast, received or transmitted by means of the telecommunications network.

3. The entity rendering Services for the benefit of Users is the Service Provider.

4. The Service Provider renders Services for the benefit of Users in accordance herewith.

5. Only an entrepreneur within the meaning of the Act of 6 March 2018. Trader's Law (Dz.U. of 2018 item 646, as amended) may become a User. The Service Provider does not render Services to consumers within the meaning of the Polish Civil Code.

6. The Terms of Service are made available by the Service Provider to the Users free of charge prior to the provision of services by electronic means. Currently binding version of the Terms of Service is available for consultation, copying, or printing at [https://app.spacetms.com:8093/uploads/terms\\_en.pdf](https://app.spacetms.com:8093/uploads/terms_en.pdf) or upon contacting the Service Provider.

## Chapter 2

### TERMS OF SERVICE PROVISION BY THE SERVICE PROVIDER

1. The Service Provider renders Services enabling a remote access to and usage of the Space TMS Application. The Service Provider stipulates that the Application does not serve as an edition or a translation tool, and it does not have any CAT tool properties.

2. Using the Service does not require any additional approval of the Service Provider, neither in the form of a license nor of a transfer of proprietary copyrights. The use of Application and works contained therein is possible exclusively as part of the Service.

3. Minimal technical requirements the User needs to meet in order to benefit from the Services:

- A PC, a laptop, or a mobile device with technical parameters enabling uninterrupted operation of at least Microsoft Windows 8-like operating system;
- Access to the Internet and an active email account;
- An up-to-date version of the web browser (Chrome, Mozilla Firefox, Microsoft Edge, Safari) with enabled support for cookies.

4. The Service Provider stipulates that the fees for data transmission shall be borne by the User according to the tariff of their telecom operator.

5. The use of Services is payable and relies on the prior signing of the Agreement with the Service Provider. For this purpose, it is necessary to register the User Account by filling out and sending the registration form (LSP Admin Account) made available by the Service Provider at: <https://app.spacetms.com/#/TranslateAgencyRegistration>, to accept the provisions of these Terms of Service and Privacy Policy, and to activate the created User Account. The User is solely responsible for the accuracy of data provided in the registration form.

6. The account is activated by the User by clicking on the activation link sent to the email address specified in the registration form. The activation link is valid 48 hours of sending.

7. The Agreement shall be deemed concluded upon receipt of an electronic notification of the User's account activation (clicking on the activation link) by the Service Provider.

8. All payments due for the provision of Services shall be made in advance for specific settlement periods in accordance with the current price list. The Service Provider shall provide access to the Services paid by the User immediately after the payment is processed. The date of payment is the date of crediting the full amount of the Subscription Fee to the bank account of the Service Provider.

9. The Service Provider accepts the following methods of payment for Services provided to Users in the Application and on the spacetms.com website:

- online payment by credit card
- quick online payment
- wire transfer

Credit card payments and quick online payments for Services are handled by the payment service provider [DOTPAY.PL](https://dotpay.pl).

10. The User is entitled to a one-off free-of-charge trial period of up to 30 days starting from the date of conclusion of the Agreement. In order to continue to use the Service after the free trial period, the User is obliged to pay the Subscription Fee according to the valid Price List of the Service Provider available at <https://spacetms.com>.

11. If the Subscription Fee is not paid within 30 days of the date of User Account activation or the end of the settlement period for which the Subscription Fee was paid, the User shall retain access to the Service but their authorized use will be limited solely to viewing and downloading data and files previously uploaded into the Application, without the possibility to edit or modify them, or to upload any new data.

12. If the User fails to pay the Subscription Fee within 90 days of the date of User Account activation or the end of last settlement period for which the Subscription Fee was paid, the User Account will be blocked.

13. During the trial period or the period for which the Subscription Fee was paid, the User is entitled to create internal accounts (Sub-accounts) provided that they are used only by authorized employees of the User. The maximum number of Sub-accounts is limited to 99 and a total storage space of 1 GB.

14. Sub-accounts created in the manner described above share the fate of the User Account to which they are attached, i.e. they bear the same functional and access restrictions, and they are blocked and deleted along with the User Account. The User is fully and solely liable for acts and omissions of persons who were granted access to the Application via the Sub-accounts, including for their acceptance of the terms and conditions of use of the Service to the extent applicable for Sub-account users.

15. The Service Provider ensures access to files uploaded into the Application for a maximum period of 12 months of the date of order creation. After this period, the files will be removed from the Application by the Service Provider. Any data or files uploaded into the Application shall be archived by the User at their own discretion.

16. The export of User data and files stored in the Application, and transfer thereof constitute an additional service. The scope and price of such a service shall be agreed individually by both Parties hereto.

17. The provision of Services by electronic means may be terminated by the User at any time upon sending a proper request to the Service Provider via email. Keeping in mind the safety of data collected by the User via the Application, the User Account shall be deleted by the Service Provider following a phone and email verification of the request.

18. The Agreement and the provision of Services shall be terminated by the Service Provider in the event that:

- The Agreement is dissolved either by the Service Provider or by the User;
- The Service Provider or the User discontinues their business activity or ceases to exist as a legal entity;
- The User fails to accept these Terms of Service.

19. The Service Provider reserves the right to terminate the provision of Services with immediate effect and to terminate the Agreement should the User or their authorized representative breach the provisions hereof, convey factually incorrect data, take illegal actions, take actions detrimental to the Service Provider, misuse the Services, or in the event that the User Account is blocked due to unpaid Subscription Fee outstanding for a period over 90 days, or in any other justified case.

20. The provision of Services by electronic means by the Service Provider ceases upon deletion of the User Account. The User shall not be entitled to reimbursement of fees, in particular reimbursement of Subscription Fees, for removal of the User Account before the end of the paid settlement period.

### **Chapter 3**

#### **RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER AND THE USER**

1. The Service Provider is obliged to render Services with respect for the applicable law, and in particular, for the provisions regarding copyright protection.

2. The Service Provider shall not be held liable for individual software settings, technical limitations and issues of devices and other services used by the User, which either completely block the use of Service or hinder the possibility to use its features to their full potential, in particular, for obsolete software, computer, mobile device or email configuration, anti-virus software, anti-spam system filters, blocking software, and filters used by the email service provider, as well as for unwanted software (spyware, malware, etc.) gaining access to the User's devices.

3. The Service Provider is not responsible for the content uploaded into and used via the Application by the User. In particular, the Service Provider shall not be held liable for any acts and omissions of the User and their authorized representatives, as well as for any damage resulting from the infringement of any rights of third parties in connection with the use of Application.

4. Should the User breach any of the provisions of these Terms of Service or the applicable law, the Service Provider shall be entitled to suspend the provision of Services, terminate the Agreement, and block or delete the User Account. Should the Application be misused, in particular, by sharing it with a third party, the Service Provider shall be entitled to the same.

5. By accepting these Terms of Service, the User acknowledges that, with regard to the rendered Services, the Service Provider reserves the right to transfer all or a part of their rights and obligations hereunder or under the applicable law onto a third party or an external entity.

6. Downloading or reproducing the Application is strictly forbidden. The User does not acquire any rights to the Application owned by the Service Provider in connection with the Service provision.

7. The Service Provider does not guarantee constant and seamless performance of the Services. In particular, the Service Provider shall not be held liable for incidents occurring for reasons beyond their control or for the cases of force majeure.

8. The Service Provider is entitled to carry out periodical updates and maintenance works, and to introduce modifications to the Application. The Service Provider undertakes to inform the User about the planned maintenance break at least twenty-four hours in advance. The Service Provider shall make every effort to minimize the planned maintenance breaks and any inconvenience connected therewith. In justified cases, the Service Provider reserves the right to periodically cease or limit the provision of Services without prior notice, so that the necessary actions are implemented.

9. In the event of a continuous interruption in the provision of Services on the part of the Service Provider, which persists for no less than 24 hours, the Service Provider undertakes to extend the subscription period by twice the total duration of the interruption in the provision of Services.

10. The Service Provider shall not be held liable for User's inability to use the Application for reasons beyond control of the Service Provider or due to any occurrence of force majeure, which shall be understood as an event resulted from an external cause which could not have been foreseen or prevented by the Service Provider.

11. The liability for damages of the Service Provider towards the User, in particular, the liability for non-performance or improper performance of the Services, is limited only to damage due to the fault of the Service Provider or the entities acting on its behalf, and it ranges up to twice the amount of the Subscription Fee paid by the User for the period when the damage occurred. The liability of the Service Provider for the User's lost profit or any indirect damage shall be excluded.

12. Any and all Works included in the Application, in particular, the source code, design, graphics, colors, conceptual and functional elements of the Application, constitute legally protected intellectual property of the Service Provider. It is forbidden to use, duplicate, or reproduce any elements of the Application.

13. The User is solely responsible for protecting the password to the Service, and they are obliged not to reveal it to any third party. The User is obliged to inform the Service Provider about any security breach or unauthorized access to the User Account without delay.

14. The Service Provider undertakes to provide the User with access to the Account within 60 days of the end of the trial period or within 90 days of the end of the paid settlement period. During the specified period, the User retains the possibility to archive or delete the materials stored in the Application (documents, files, other data). If the User fails to pay the Subscription Fee during the periods specified above, the User Account shall be blocked.

15. The User has to equip themselves with devices that meet the technical requirements necessary for the proper usage of Services on their own.

16. The User is obliged to use the Services in accordance with the applicable law, in particular, with the provisions regarding third party copyright protection and personal data protection. The User is obliged to ensure legality and regularity of their data use and input in the course of using the Services.

17. Uploading illegal, false, or misleading content, or content possible to cause distortion or damage to the ICT systems is strictly prohibited.

## **Chapter 4**

### **TECHNICAL SUPPORT AND COMPLAINTS**

1. The Users are authorized to file a complaint with regard to the Application's malfunction or rendered Services.

2. Requests for changes and complaints shall be sent by email to the Customer Service of the Service Provider at [hal9000@spacetms.com](mailto:hal9000@spacetms.com) or delivered in writing by mail to the registered address of the Service Provider.

3. Requests and complaints should contain at least:

- User identification and email address linked to the User Account for which the Services are provided;
- Identification of the person authorized to make a request or file a complaint;
- Requested change or description of the issue which constitutes the basis for complaint.

4. The Service Provider undertakes to proceed to the consideration of a request or a complaint without delay, not later than within 3 days of its receipt. The Service Provider shall make every effort to consider any and all requests and complaints within 14 days of their receipt.

5. The Service Provider reserves the right to verify the credibility of requests and complaints sent from a different email address than the regular email address of the User, for which the Services are provided.

## **Chapter 5**

### PERSONAL DATA PROCESSING

1. The User Data Controller is Space TMS Limited with its registered seat in Ground Floor, 8-9 Marino Mart Fairview, Clontarf, Dublin.

2. The User remains the controller of personal data, other than their own personal data, provided by them in the Application. Personal data of other persons is processed by the Controller on the basis of User's authorization to process personal data.

3. The processing of Users' personal data is carried out in accordance with the applicable law, in particular, with the 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 (General Data Protection Regulation, the "GDPR"), and in accordance herewith. The Service Provider undertakes to apply proper technical and organizational measures to secure the processed data. Details concerning the processing of personal data by the Service Provider have been included in the Privacy Policy available at [https://app.spacetms.com:8093/uploads/policy\\_en.pdf](https://app.spacetms.com:8093/uploads/policy_en.pdf).

## **Chapter 6**

### FINAL PROVISIONS

1. In matters not covered herein, the applicable law shall apply, in particular, the provisions of the Polish Civil Code of 23 April 1964 (consolidated text, Dz.U. of 2019 item 1145) and the provisions of the Act on the provision of services by electronic means of 18 July 2002 (consolidated text, Dz.U. of 2019 item 123).

2. Invalidity or unenforceability of any of the provisions hereof shall not affect the validity and enforceability of the remainder.

3. Any disputes resulting from the Services provided hereunder shall be resolved by a court of law competent for the registered seat of the Service Provider.

4. The Service Provider reserves the right to amend these Terms of Service at any time upon prior notification. The User shall be informed via email or an in-app message at least 10 days prior to the date of entry of changes into force. For the Service provision to continue, the amended Terms of Service must be accepted by the User.

5. These version of Terms of Service shall apply from 1 July 2020 till amended or revoked.