

# Timoni

## Terms and Conditions of Service

### Clause 1 General Provisions

1. These terms and conditions of service (hereinafter referred to as the "T&C") constitute the terms of service referred to in Article 8(1)(1) of the Act on Electronically Supplied Services of 18 July 2002, and set out the rules for, scope, and terms and conditions of Your use of the Services provided by Us.
2. You are required to read the T&C before using the Services.
3. Your use of the Website and the System constitutes Your acceptance of the T&C.
4. The purpose of the provision of the Services via the Website is either to enable You to download the System installer and use the System to optimise the management or development of Your IT solutions, or to enable You to use the System functionalities on a SaaS basis.
5. Any reference in the T&C to:
  - a. Contact Address – means Your email address (as originally provided in the Form during registration) to which all notices and statements by the Service Provider will be directed.
  - b. Client/You/Your – means You, i.e. the business entity using the Website and the System via Your Account.
  - c. Form – means the form found at the link: <https://timoni.io/onboard/> which must be completed and positively verified to enable You to create an Account.
  - d. Confidential Information – means information that has not been made public, but has been exchanged by the Parties to enable You to use the Services.
  - e. Consultant – means a member of the Service Provider's staff or any other person authorised to represent the Service Provider by performing actions to conclude the Agreement on its behalf. A Consultant is a person whom You may contact regarding Our provision of the Services.
  - f. Account – means an account on the Website belonging to You (if You are an individual) or Your organisation (if You are acting as a representative of a business entity, e.g. a company), enabling You to use the Website and download the System installer.
  - g. License – means the license to use the System as part of the On-prem Service, granted to You in accordance with Clause 5.
  - h. Fee – means the remuneration payable to Us for Your use of the Services during the relevant billing period.

- i. Privacy Policy – means the document providing information on the manner in which personal data is processed on the Website, available to read and download in the tab (subpage) of the Website at: <https://timoni.io/privacy-policy/>
- j. Website – means Our website available to You via the Internet, at [www.timoni.io](http://www.timoni.io).
- k. System – means TIMONI’s software for rapidly building, automating and maintaining CI/CD environments and processes, the use of which is the subject of the Services.
- l. Party or Parties – means the Service Provider or the Client (individually or jointly).
- m. Agreement – means the Agreement for electronically supplied services concluded by the Parties in order to make the System available, through the creation and activation of an Account.
- n. Services – means the services provided by Us electronically consisting in making the System available for use, in accordance with these T&C. The Services may be provided either as an On-prem Service or a SaaS Service.
- o. On-prem Service – means a type of Services consisting in making the System available to You for use based on Your IT infrastructure, following the download of the System installers.
- p. SaaS Service – means a type of Services (if made available by Us at a given time) consisting in making the System available to You for use on a ‘Software as a Service’ basis, i.e. only within the scope of the functionalities provided by Us, without the possibility of installing the System on Your own IT infrastructure.
- q. Service Provider/We/Us – shall mean Timoni sp. z o.o. with its registered office in Warsaw at ul. Jarosława Dąbrowskiego 30, 02-561 Warszawa, registered in the Register of Business Entities of the National Court Register (KRS) kept by the District Court for the Capital City of Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register under KRS number 0000961182, NIP tax identification number: 5213962010.

## Clause 2

### Terms and Conditions for the Use of the System

1. You may only use the functionalities of the Website and the Services if You have previously entered into the Agreement and activated an Account.
2. You can set up an Account by:
  - a. going to <https://timoni.io/onboard/> and completing the Form;
  - b. providing the relevant information to the Consultant.

3. After completing the Form, You will be asked to accept the T&C, Privacy Policy and Cookie Policy, available at: <https://timoni.io/privacy-policy/>. This is necessary for Us to set up an Account for You and enter into the Agreement. By submitting information to the Consultant, You accept the documents referred to above when presented by the Consultant (either in hard copy or online).
4. By accepting the T&C You simultaneously declare that:
  - a. You have read the T&C and accept all their provisions;
  - b. all data contained in the Form or provided to the Consultant is true.
5. We do not accept any liability in respect of whether the person completing the Form with the Supplier's data is entitled to submit an application for entering into the Agreement.
6. Upon Your submission of the completed Form and acceptance of the T&C and Privacy Policy, We have the right to verify the information You submitted in the Form. Such verification may also be done by the Consultant with whom You enter into the Agreement.
7. We are entitled to request You (if entering into the Agreement online – by email to the email address indicated as the Contact Address) to provide information or documents demonstrating the authority of the person completing the Form or providing information to the Consultant to act on behalf of the Client (if You are not a trader acting in Your own name). In such a case, You shall promptly provide such information or documents.
8. If the data provided on Your Form or provided to the Consultant passes Our verification process, We will activate Your Account, send You instructions to download the installer and run the System. We have full discretion as to the criteria for accepting (or refusing to accept) the data You provide in the Form.
9. The Agreement is concluded the moment We activate Your Account.
10. If the Client is an organisation (i.e. not a trader acting in their own name), the entire organisation will have a single Account, irrespective of how many persons from the same organisation may use it.
11. The Agreement is concluded for an indefinite period of time. The Agreement will be terminated in accordance with the rules set out in Clause 8.
12. If You use the Services, You are obliged:
  - a. if using the On-prem Service, to install the System in accordance with the instructions sent by Us; and
  - b. to use the Services in accordance with the T&C and universally binding law.

### Clause 3 Technical Requirements

1. Your use of the Website requires the use of a computer or mobile device (such as a tablet or smartphone) connected to the Internet and a web browser.

Detailed minimum requirements and technical limitations are available at <https://timoni.io/docs>

2. The technical requirements for the use of the System via the On-prem Service can be found at <https://timoni.io/docs>
3. The technical requirements for the use of the SaaS Service can be found at [N/A now].

#### Clause 4

##### Provision of the Services, Obligations of the Parties

1. We undertake to provide the Services to You in accordance with the T&C.
2. At Your option and subject to the availability of the SaaS Service at a given time, We may provide the Services to You as either an On-prem Service or a SaaS Service.

[On-prem Service]

3. If You use the On-prem Service:
  - a. You will be able to download the System installer from the Website and install the System in accordance with Our instructions;
  - b. once You have downloaded the System, provided You meet the conditions described in Clause 3 of the T&C, You will be able to use the System in accordance with Our instructions. As the Service Provider, We do not have access to any data You have uploaded to the System. We will only have access to data regarding the extent of Your use of the System resources, for the purposes of calculating the Fee payable to Us. You agree not to prevent or hinder Us from obtaining such data.
  - c. You get access to the System in executable form. The design, source code and data structure of the System, are valuable intellectual property of the Service Provider. You agree not to interfere with the operation of computer systems, servers, Our networks, or attempt to circumvent any regulations or procedures applicable to the use of the Services or their components, or to arbitrarily interfere with the design or content of the System, including through the use of external tools to gain unauthorized access to any part of the System and the Website, or through decompilation or other procedures that violate the integrity or security of the software or serve to obtain its source code.

[SaaS Service]

4. You will be able to use the SaaS Service if it is offered by Us at the given time. The T&C do not constitute an obligation to offer such Services at all times.
5. If You use the SaaS Service:
  - a. You will be able to use the functionalities of the System being outside Your IT infrastructure, under Our control;

- b. You will be able to use the Services via [N/A now];
  - c. You will only be given access to the functionalities of the System, with no insight into the System's technical layer. The design, source code and data structure of the System, are valuable intellectual property of the Service Provider. You agree not to interfere with the operation of computer systems, servers, Our networks, or attempt to circumvent any regulations or procedures applicable to the use of the Services or their components, and not to attempt to gain unauthorized access to any part of the System and the Website, decompile or perform any other procedure to compromise the integrity or security of the software or to obtain its source code.
6. If You use a SaaS Service, You accept that We may have access to Your Data. You are fully responsible for safeguarding Your Data from Us, if applicable, e.g. by means of encryption. Notwithstanding the foregoing, We represent that We will not use in any way whatsoever any data You may upload to the System as a result of Your use of the SaaS Service; provided, however, that We do intend to collect and use data regarding the extent of Your use of the System resources, for the purpose of calculating the Fee payable to Us. You agree that You will not prevent or hinder Us from obtaining such data.
7. We accept no liability for the unavailability of the SaaS Service due to factors beyond Our control, such as lack of Internet access, electricity or problems with Your IT equipment.

[Provisions common to the On-prem Service and the SaaS Service]

8. For security and other compelling reasons beyond Our control, We have the right to temporarily suspend the operation of the Website or the Services (including the System installed on Your infrastructure if You are using the On-prem Service), for the period of time necessary to remedy the undesirable consequences of such circumstances.
9. You may use the Services in accordance with the T&C and the instructions and documentation available at: [timoni.io/docs](https://timoni.io/docs), including by using the System (or its functionalities) to develop Your own technological solutions with a view to offering them to Your customers and providing Your solutions or services to them, in accordance with the licence terms described in Clause 5 below. If You discontinue using the Services, You are obliged to discontinue providing the solutions using the System.
10. You are responsible for the correct and secure storage of Your Account access data (including logins and passwords). You will indemnify Us against any damage or loss suffered or incurred by Us in the event that Your access data comes into the possession of unauthorised third parties.
11. You are solely responsible for all acts and omissions of any person using the System or its functionalities via Your Account as for Your own acts and omissions. You are also responsible for the compliance of third parties (including Your customers to whom You may potentially provide solutions using the System or its functionalities) with the T&C, including the licence terms arising

therefrom. The terms and conditions of Your agreements with Your potential customers should safeguard access to the Services, including the System, in a manner no less stringent than the T&C.

12. In the use of the Services and the System, You must refrain from any illegal activity and in particular from using the Services or the System, directly or indirectly, in a manner contrary to the law, the T&C, good moral conduct or generally accepted principles of Internet usage.
13. You may not publish or provide, within or using the System or within the Website, any unlawful content, including but not limited to content that:
  - a. is of an advertising nature and is posted without the consent of the Service Provider;
  - b. violates personal rights of third parties;
  - c. incites crime;
  - d. contains vulgar or obscene language.
14. You authorise Us to use Your business name and Your trademarks or other designations for promotional purposes. To this end, You grant Us the necessary licence to use such designations for the duration of the provision of the Services.

#### Clause 5 License

1. The On-prem Service is granted via a non-exclusive License to use the System for its intended purpose in the fields of exploitation including reproduction and fixation. The amount of remuneration due to Us for the License is set out in Clause 6.
2. In both the On-prem and SaaS Service models, You will be allowed to download and store (including within Your organisation if You are an agent of Your organisation) System (/Service) documentation, which will be made available to You at: [www.timoni.io/docs](http://www.timoni.io/docs).
3. The License is granted to You for an indeterminate term upon Your download of the System installer.
4. Under the License, You may sub-license – to Your clients – the solution You develop for which You use the System. You are obliged to ensure that Your clients, when using the solution You provide, do not infringe Our copyright and that the System is used by them in accordance with the License.
5. We represent that We are entitled to dispose of the copyright in the System to the extent necessary for the conclusion and performance of the Agreement and that persons entitled by virtue of moral rights in the System will not exercise such rights against You.
6. We represent that the System will not be affected by any legal defects. In particular, We assure that the disposal and use of the System will not violate any

third party rights, in particular any moral or economic rights, business secrets, industrial property rights or personal interests of such persons.

7. The System's source code is not covered by the License. We remain the rightful owner of the System's copyright and nothing in these T&C should be construed as the transfer of rights to the System or as the granting of access to the System's source code or its data structure.
8. You may use the System only in accordance with these T&C. Except as expressly permitted for by the Agreement or the Act on Copyright and Related Rights, You agree that You will not directly or indirectly:
  - a. translate, adapt, arrange or alter the System in any other way,
  - b. rent [PL: *najem*], lease [PL: *dzierżawa*] or, in any form, transfer or make the System or copies thereof available to third parties (subject to sub-licensing under the T&C),
  - c. make, adapt, create derivative works of, or otherwise modify the System,
  - d. reproduce the System's code or translate its form within the meaning of Article 74(4) (1) and (2) of the Act on Copyright and Related Rights.

#### Clause 6 Remuneration

1. As part of the Services, You are entitled to download the System and use it free of charge or, as applicable for the SaaS Service, to use the functionality of the System, provided that You do not exceed the level of consumption of the System resources described at: <https://timoni.io/pricing>. If You exceed this level, You will be notified thereof through a message sent to Your Account.
2. As soon as You exceed the limit referred to in the preceding provision, You will be able to reduce Your consumption of the Services (Services above this limit will not be available) and remain on the Service free plan, or request the launch of the Services on the Fee-based plan (in which case, the launch will be automatic if You have provided or if You complete data for charging the Fee). Notwithstanding the foregoing, You will be able to start the Fee-based Services yourself, provided that You indicate the relevant data on the Website.
3. Within the scope of the Fee-based Services, You will be obliged to pay the Fee, the amount of which depends on the level of consumption of the System resources, according to the price list available at: <https://timoni.io/pricing>.
4. We reserve the right to amend the price list on the same basis as the T&C, according to Clause 12.3 below.
5. The amount of the Fee due to Us shall be determined based on a summary automatically generated by the System, on the basis of data collected pursuant to Clauses 4.3(b) and 4.6 above. The Fee will be calculated and due in billing periods of one calendar month.

6. The Fee shall be paid based on a VAT invoice issued by Us on a monthly basis by the 5<sup>th</sup> day of the calendar month following the month for which the Fee is due.
7. You may pay the Fee via:
  - a. a credit/debit card with online payment function – by authorizing Us to debit Your bank account with the full amount of the Fee due for the relevant billing period;
  - b. transfer to Our bank account as indicated on the invoice You have received. In this case, You shall pay the invoice within the period indicated thereon, being 30 days of its issue.
8. You can select Your payment method when registering Your Account. In the course of Your use of the Services, You will be entitled to change Your payment method – with the change being effective from the billing period following the period in which You make the change.
9. If there is a change to Your details relevant to charging the Fee or issuing the invoice, You shall update such details in Your Account immediately after such change.
10. Your obligation to pay shall extend to all amounts, including Fees, charged during the term of the Agreement, but falling due after its termination.
11. The Fees shall be deemed to have been paid at the time of the funds being credited to Our bank account.
12. If You fail to pay the Fees by the specified date or if We are unable to debit Your account for reasons beyond Our control, We may suspend Your access to the Services, i.e. Your access to the System. If payment is not made within 21 days of the due date, We will have the right to terminate the Agreement immediately without notice.
13. If the Agreement is terminated as referred to in Clause 8 of the Agreement, You must pay the Fee due.

## Clause 7

### Confidentiality

1. The Parties agree not to disclose any Confidential Information, provided to each other in the course of rendering the Services, to third parties throughout the term of the Services and for five (5) years after their termination.
2. We may only disclose Confidential Information to third parties if:
  - a. You give Us Your consent to do so;
  - b. such disclosure is required under generally applicable law.
3. We represent that Your data on the Website will be secure, i.e. We will maintain its confidentiality, availability and integrity.



4. The Parties do not acquire any rights to the content they publish on the Website and in the System, unless they agree otherwise.
5. If You delete Your Account, all data stored thereon, including Confidential Information, will be deleted.

#### Clause 8 Termination of Services

1. You may at any time stop using the Services and terminate the Agreement. You may terminate the Agreement by deleting Your Account (using the option available in the [...] tab) or by sending a notice of termination by e-mail to: [info@timoni.io](mailto:info@timoni.io).
2. We may terminate the Agreement at any time by giving You 1 month's notice without stating reasons, with the notice of termination being sent to the Contact Address. Your Account will be deleted on the last day of the notice period, unless You delete it earlier yourself.
3. We may block or delete Your Account at any time (thus terminating the Agreement) immediately (without notice) if We deem You to have violated the T&C, in particular by:
  - a. using the System or the Website to publish illegal content;
  - b. finding that Our copyright has been violated by You or by a third party to whom You provide IT tools using the System, primarily by violating the license terms arising from the T&C;
  - c. using the System contrary to the provisions described in Clause 4 above.
4. Upon termination of the Agreement, We will immediately block Your access to the System and delete the information stored in Your Account. We will not be liable for any potential damage resulting from the deletion of Your Account. You will then be obliged to remove the System from Your IT infrastructure. If You use the On-prem Service, You shall delete the System upon termination of the Agreement. In any event, upon termination, You shall delete Our Documentation as well as any of Our files and installers.

#### Clause 9 Data Protection

1. The processing of personal and non-personal data is governed by the Privacy Policy and the Cookies Policy available at <https://timoni.io/privacy-policy/>.
2. If You use the SaaS Service (if currently provided by Us) and enter personal data into the System, We may be considered under law to be the processor of Your personal data. In such a situation, You accept that We will enter into a personal data processing entrustment agreement according to the form which will be provided to You with reasonable notice.

Clause 10  
Complaints

1. You may report any irregularities related to the functioning of the Website and the System by e-mail to: [info@timoni.io](mailto:info@timoni.io).
2. Your complaint should include: Your business name, first and last name, e-mail address and a detailed description of and reasons for the complaint.
3. If You lodge a complaint, We will use Our best efforts to resolve it within 30 days of its receipt, and We will inform You immediately, by e-mail, of the manner in which the complaint has been dealt with.

Clause 11  
Liability

1. Subject to any limitations imposed by mandatory provisions of law, We shall not be liable for any damage arising in connection with the use of the Services, including the Website and the System, or in connection with any malfunction, error, deficiency, interruption, defect, delay in data transmission, computer virus, line or IT system failure or Your failure to comply with the T&C.
2. Subject to any limitations under mandatory provisions of law, Our total liability for any damage caused (on any basis, including in contract or in tort) shall be limited to the amount of the Fee for the calendar month preceding the damage and shall not include lost profits.
3. Any potential liability of the Service Provider under statutory warranty shall be excluded. You are solely responsible for assessing whether the System is of business use to You.
4. We will make every effort to make good any errors in the Website and the System, and any inconveniences in their use. In the event that it is necessary to organise maintenance interruptions, We will inform You thereof in good time (to the Contact Address or via notifications on the Website).

Clause 12  
Final Provisions

1. You can contact Us by e-mail at: [info@timoni.io](mailto:info@timoni.io) . You may also send questions and technical comments regarding the operation of the Website to this address.
2. You may change Your Contact Address at any time during Your use of the Website, as indicated in the relevant Website tab.
3. We reserve the right to amend the T&C (and the price list of the Services) at any time.

4. Information on any amendments to the T&C (or the price list of the Services) will be available in Your Account after logging in, and We will also notify You of any such amendment to Your Contact Address.
5. Amendments to the T&C (and the price list of the Services) will come into effect on the date indicated by Us, but not less than 14 days from the date We inform You thereof in accordance with the preceding provision. You may cancel Your use of the Services and delete Your Account by that date, unless such change does not affect the scope or nature of Your rights or obligations under the T&C.
6. Any disputes relating to the use of the Website shall be resolved under the laws of Poland by the competent court with jurisdiction over the registered office of the Service Provider.
7. You can download the T&C free of charge at any time.

*The T&C entered into force on 20.09.2022.*