



GENERAL TERMS OF SERVICE

§1 General provisions

1. The service is provided by Vertahex sp. z o.o. NIP PL8393254769, REGON 541520210, operator of the vertahex.com website, hereinafter referred to as Vertahex.
2. A signed agreement of the entity using the services, hereinafter referred to as the Client, to the terms of service provided by Vertahex is necessary for concluding a contractual agreement, hereinafter referred to as the Contract. The service provider and the Client are hereinafter referred to as the Parties.
3. Vertahex may require a supplemental bilateral non-disclosure agreement (NDA).
4. Vertahex may require a supplemental bilateral non-complete clause.
5. Vertahex provides services only after a written agreement with the Client.
6. Vertahex provides services in Polish, C2 certified English and C2 certified German.
 - a) Polish is the standard language of the Contract and the communication between the Parties, unless the Contract states differently.
 - b) With English being the default language of IT technology and instrumentation, IT services and products provided by Vertahex are delivered in English, unless the Contract states differently.
7. Vertahex may provide the Client with a free of charge consultation under the conditions stated in the "Terms of free consultation for economic entities" published on vertahex.com.

§2 Communication channels

1. An initial contact between the Client and Vertahex may take places only over official and verifiable communication channels.
2. Official communication channels for Vertahex:
 - a) telephone and Signal number **+48 608 17 02 12**
 - b) electronic mail address **contact@vertahex.com**
3. The Client is required to define their official communication channels and use only those for contact with Vertahex.
4. Official communication channels for Vertahex communication are understood as:
 - a) if the Client is an economic entity:
 - a) an official, easily verifiable company registered telephone (or Signal) number;
 - b) an official, easily verifiable company registered electronic mail address;

- b) if the Client is a private person:
 - a) a phone (or Signal) number to be verified during the first contact meeting;
 - b) an electronic mail address to be verified during the first contact meeting.
- 5. Communication channels of the Client may be officially changed after entering into contractual agreement with Vertahex.

§3

Conditions of service delivery

1. Vertahex provides IT services and products independently.
2. Vertahex reserves the right to refuse service without explanation before entering into contractual agreement with the Client.
3. The Client is required to provide suitable conditions necessary for service delivery. In particular cases the conditions may be listed in detail in the Contract.
4. Vertahex may provide services on premises of the Client or other locations necessary for service delivery.
5. The Client is required to provide complete information necessary for service delivery. In particular cases the necessary information may be listed in detail in the Contract.
6. Vertahex is required to provide service on the principle of loyalty to the Client.
7. Vertahex provides the contractual service with care, securing interests of the Client in accordance with professional ethics and/or special conditions of possible NDA agreements or non-compete clauses.
8. Vertahex will take into consideration Client's instructions during service delivery, but it is not bound by them. Vertahex always chooses an optimal technical and technological solution for the commissioned services.
9. Vertahex may subcontract electrical and installation work to a qualified professional third party, yet the subcontracting commission may not include IT services, in accordance with the part 1 of this article.

§4

Payment

1. Service cost evaluation is carried out by Vertahex according to objective criteria.
2. Costs of services provided by Vertahex are agreed upon contractually. The final invoice includes the VAT tax.
3. The Client is required to acquire any equipment necessary for service delivery in accordance with specifications provided by Vertahex.
4. Regardless of the contractual costs of the services, the Client is required to cover any and all additional costs, with reservation that every additional cost is to be approved by the Client. If the Contract does not state differently, the additional costs will be listed as a separate figure on the VAT invoice for serviced delivered.
5. If the Contract does not state differently, VAT invoice due date is by default 14 work days.
6. Vertahex may suspend service delivery until full service costs owed are paid by the Client.

§5

Confidentiality

1. All communication between the Client and Vertahex is confidential. All exchanged information must be considered a trade secret.

2. The value of Vertahex products, along the value of delivered services, is also constituted by expert knowledge and experience (i.e. trade specific *know-how*). Vertahex provided solutions may be unique and in themselves constitute trade value protected by trade secret laws and policies.
3. If the Contract does not state differently, the Client may not copy, publish, share with third parties or sell:
 - a) the content of consultations provided and solutions proposed by Vertahex,
 - b) the content of solutions and services contractually delivered by Vertahex.

§6

Data security

1. The Client is required to back up all data on all volumes, drives and information systems handed over to Vertahex. If the Client finds themselves unable or unwilling of adequate data backup, Vertahex may provide such a service, payable independently.
2. Vertahex is required to appropriately inform the Client if possible risks of data loss are inherently involved in the process of service delivery.
3. Vertahex is committed to provide services in a way preventing the loss of Client's data.
4. Vertahex is committed to provide services in a way preventing the disruption of Client's infrastructure. This does not apply to elements of Client's infrastructure disruption of which is deemed necessary for service delivery.

§7

Liability

1. Vertahex is not responsible for the loss of the Client's data not protected or protected inadequately.
2. Vertahex is not responsible for condition and quality of Client's infrastructure and the way the infrastructure is used by the Client.
3. Vertahex is not responsible for the Client misusing or using inadequately of the solutions and services contractually provided by Vertahex.
4. The Client is responsible for correctness of information provided to Vertahex.
5. Vertahex is insured against civil liability.
6. Vertahex is responsible for faulty service delivery, with reservation that Vertahex is liable for faulty or inadequate service delivery limited to costs and damages of the total cost of the provided service.
7. Vertahex is liable only for an actual damage sustained by the Client, excluding interest rates of the cost of the damage.

§8

Final provisions

1. The Parties shall declare cooperation in the execution of the Contract.
2. The Parties are required to notify each other should any significant conditions that may influence the execution of the Contract arise, including any possibly delays in the service delivery.
3. The above does not exclude the Parties from their responsibilities and liability.