



Terms and Conditions

§1 General provisions

1. Eurotop., with the offices in Brussels, 1060, 19 Avenue des Nénuphars, is the operator of the Xtranet-ISA management platform.
2. Xtranet-ISA management platform is a management web application used to administer and control projects.
3. These Terms and Conditions specify the principles of use of Xtranet-ISA management platform and are addressed to legal and natural persons, and incorporated organizational units. By accepting the Terms and Conditions, Account Owners and System Users agree to use Xtranet-ISA management platform in accordance with those Terms and Conditions.
4. Upon proper registration and acceptance of the Terms and Conditions, the registered person obtains an Account Owner or a User status and thus the agreement is concluded. The agreement remains in force from the completion of registration to the end of the period.
5. The Terms and Conditions come into force when they are published on Xtranet-ISA management platform
6. Please read these Terms and Conditions carefully and accept them before using Xtranet-ISA management platform

§ 2. Terms and definitions

1. Pricing – Xtranet-ISA management platform pricing is given on www.xtranet-isa.com/pricing and subject to subscription form signed by the licensee.
2. Password – a set of characters used by a User to get access to the System.
3. Account – a set of Service usage resources and permissions.
4. System Operator – Eurotop.
5. Package – a set of parameters specifying the allowed number of projects and available disk space to be used under this Service.

6. Terms and Conditions – this document.
7. Complaint – a request made by an Account Owner, in electronic or written form and addressed to the System Operator, that is connected with unsatisfactory quality of service.
8. System – Xtranet-ISA management platform web application operating under the address www.xtranet-isa.com aimed at supporting project management.
9. Agreement – an agreement concluded between an Account Owner or a User and the System Operator under these Terms and Conditions.
10. Service – an electronic service as defined by the Act of July 18, 2002 on Rendering Electronic Services (Dz. U. [Journal of Laws] from September 9, 2002) including but not limited to:
 - a. Hosting i.e. sharing the resources of the ICT infrastructure of the System Operator connected to the world resources of the Internet, enabling the entry of data, description and other information,
 - b. access to the resources and functionalities of the System.
11. User – a natural person, a legal person or an incorporated organizational unit, which is invited to use the System by an Account Owner and uses the System on the basis of the selected Package of an Account Owner.
12. Account Owner – a natural person, a legal person or an incorporated organizational unit.

§3 Principles of System use

1. The Service is rendered automatically via electronic means.
2. A terminal, such as a personal computer, with up-to-date Internet browser software, such as Internet Explorer, Mozilla, Firefox, Opera, Safari and access to the Internet is required to fully use the System's service.
3. The System is available under the address <http://xxx.xtranet-isa.com>
4. The Account Owner and a User use the System voluntary.
5. By entering personal data into the System during the registration, an Account Owner and a User express their consent for storing the data by the System Operator.
6. System Operator guarantees daily backups.

§4 Rights, duties and responsibilities of an Account Owner and User

1. During the registration, an Account Owner and a User are obliged to enter all personal details that enable their explicit identification as required by the System Operator.

2. The Account Owner and their Users state that the account details entered into the System are real and will be updated if any changes occur.
3. The Account Owner and their Users are entitled to access and to modify their personal details in the System.
4. The content entered into the System by an Account Owner and a User are the property of the Account Owner and the User and only they are responsible for it.
5. An Account Owner and a User may resign from using the System any time. The personal data of the Account Owner and the User are deleted from the System, subject to the exceptions provided herein, including § 9 item 5 hereof.
6. An Account Owner and their Users are responsible for maintaining secrecy of passwords and usernames which allow them to access their Account. The System Operator is not responsible for an Account Owner or a User sharing the aforementioned data with third persons and for any actions connected with their misuse.
7. The Account Owner and a User state that they will not breach these Terms and Conditions, otherwise they will lose access to the Account and in the event of severe violation of the Terms and Conditions, the System Operator will secure the data and report them to law enforcement agencies.
8. System Operator never asks to provide confidential data enabling access to their Account by e-mail or telephone. All such requests should be treated as abuse and System Operator should be informed immediately about this fact.
9. In order to recover a forgotten Password, an Account Owner or User should use the automatic password recovering procedure available on the login site and follow the instructions provided. The new access password is generated automatically and delivered to the Account Owner or their User.
10. By accepting the Terms and Conditions, an Account Owner and Users declare that:
 - a. they familiarized themselves and will observe the Terms and Conditions,
 - b. they express consent for processing their personal details entered into the system, by the System Operator. The above consent includes the use of the aforementioned personal data by the System Operator for administration, statistical and marketing purposes according to the Personal Data Protection Act of 29.08.1997 as amended (Dz. U. [Journal of Laws] No. 133, item 883), including business information from the System Operator delivered to the e-mail address given during registration pursuant to

the Act on Rendering Electronic Services of July 18, 2002 (Dz. U. [Journal of Laws] 2002 No. 144, item 1204);

- c. they express consent to receive e-mails connected with the Service from the System Operator, including in particular: information on changes to the Terms and Conditions, information on technical breaks, information on updates of the System or Service.

§5 Rights, duties and responsibilities of the System Operator

1. The System Operator states that it has the necessary technical means, necessary knowledge and qualifications to deliver the Service.
2. The System Operator may terminate the relationship with an Account Owner or a User at any time without a court decision; deny or suspend an Account Owner's or User's access to the System in the following cases:
 - a. an Account Owner or a User breaches these Terms and Conditions;
 - b. the System Operator has grounds to suspect that an Account Owner or a User uses the System to breach the applicable law or third party's rights; uses the System in an unauthorized manner or a third person uses their Account in an unauthorized manner;
 - c. an Account Owner purchased the subscription for the use of the System from an unauthorized dealer;
 - d. an Account Owner or a User takes actions that threaten the safety of the data collected in the System by the System Operator or other Account Owners and Users;
 - e. an Account Owner or a User acts to the detriment of the System Operator or other Account Owners or Users;
 - f. the System Operator decides to discontinue the Service or a particular Package – in such an event the Account Owner and/or their Users will be notified 30 days in advance;
 - g. if it is required by the changes in the applicable law/regulations made by authorities or regulatory bodies – with an immediate effect;
 - h. the System Operator decides to discontinue the Service to all Account Owners and Users under the same jurisdiction – in such case, each Account Owner and each User will be notified 30 days in advance.
3. The termination of the relationship between the System Operator and an Account Owner, access denial or suspension of the Account in cases specified in § 5 item 2 will have the same

effect on User accounts within their Package. The termination of the relationship between the System Operator and a User, access denial or suspension of the possibility to use the System by a User in cases specified in § 5 item 2 will not have the same effect against an Account Owner and other Users within one Package.

4. After blocking an Account for reasons specified in §5, item 2, the System Operator reserves the right to terminate the Agreement rendered by agreeing to these Terms and Conditions with an immediate effect.
5. In case of the termination of the relationship between the System Operator and an Account Owner, access denial, or suspension of an Account, the System Operator is not liable to provide a refund for the loss of the Service.
6. The System Operator, as the owner and manager of the System, makes all efforts to keep the System, and all Services available via this System, in continuous, uninterrupted operation. Meanwhile, the System Operator stipulates that it is not responsible for consequences of a force majeure as well as for interruptions caused by external factors or unauthorized interference of third persons. Moreover, the System Operator will not be responsible for delays in the System operation caused by the factors beyond its control, including but not limited to Internet network or telecommunication connection failures. Therefore, the System Operator will not guarantee the accessibility parameters and System suitability.
7. The System Operator reserves the right to turn off the System, in part or in its entirety, temporarily in order to perform maintenance, improve parameters, add new services or for other reasons important for System's functioning. The System Operator will notify an Account Owner and its Users at least 48h in advance of the planned works.
8. The System Operator states that the use of the System requires an Account Owner to make payments in accordance with the Terms and Conditions and the Pricing List, with the exclusion of the Trial Period.
9. Upon termination of the relationship between a User and the System Operator, all rights to use the System expire immediately and the User is obliged to stop any form of System use.

§6 Scope of services

1. The scope of Services rendered by the System Operator is determined by the relevant Package.

2. The Account Owner has an option to choose one of the Packages; they differ in the following parameters:
 - a. Available disk space;
 - b. Maximum number of Projects and users;
 - c. Amount of the monthly charge for the Service
3. An Account Owner and a User may use the System only upon an Account Owner entering into agreement under the Terms and Conditions and making a payment pursuant to the applicable Pricing List.

§7 Complaint procedure

1. All interruptions in the System operation may be lodged as Complaints by an Account Owner by reporting this fact to the System Operator. Complaints are submitted electronically by e-mailing: secretariat@eurotop.be or in writing to the System Operator's address.
2. The Account Owner submits complaints on behalf of their User. The User reports all interruptions in the System operation to the Account Owner.
3. The complaint should include: details of the Account Owner, contact e-mail address, telephone number and a description of the complaint and screenshots of the problem is linked to platform visualisation.
4. Without an unnecessary delay, the System Operator accepts the Complaint by generating a ticket number and notifies the Account Owner by sending information to the e-mail address given in the Complaint or during the registration procedure. The System Operator does not take responsibility for incorrect e-mail addresses provided by the Account Owner, nor for interruptions in the operation of other services.
5. Complaint will be resolved by the System Operator within 14 days of the Complaint being accepted, pursuant to item 7 of this paragraph. The System Operator reserves the right to reject the Complaint if it is a result of ignorance of the provisions of these Terms and Conditions or the law.
6. Complaint recognition is delivered electronically to the address of an Account Owner given in the Complaint. If an Account Owner fails to respond to this Complaint reply within 7 days of it being sent by the System Operator, this becomes grounds for closing the Complaint. The System Operator does not take any responsibility for incorrect e-mail addresses being provided by an Account Owner and also for the interruption in the operation of other services.

7. The System Operator does not take any responsibility for damages resulting from the use, inability to use or misuse of the System. In particular, the System Operator does not bear any responsibility for the loss of profit by an Account Owner or a User or the loss of information and other losses of property incurred by an Account Owner or a User.
8. The System Operator does not take any responsibility for interruptions in the System operation caused by technical problems originating from the hardware and/or software used by an Account Owner and a User and also by the failure of the Internet network, force majeure or permitted interference of third persons, making it impossible to use the System by an Account Owner or User.
9. In case the Complaint is recognized as justified, the System Operator undertakes to come to an agreement that satisfies an Account Owner and User, whereas the amount of remuneration cannot exceed the monthly charge paid by the User for the System in any case.

§8 Confidentiality and safety

1. The Users' personal data may be stored by the System Operator in cases specified in the Personal Data Protection Act of 29.08.1997 as amended (Dz. U. [Journal of Laws] 2002 No. 101, item 926 as amended).
2. The data of Users will be used only for the purpose they were disclosed for and the System Operator undertakes not to disclose them to third parties. Provided the company Eurotop reserves the right to disclose Personal Data to third parties who are subcontracted by Eurotop to perform some current business activity functions e.g. settlement and others.
3. All issues related to confidentiality and safety can be found in the Privacy Policy of Eurotop available in the seat office of the System Operator and on the website of the platform at www.xtranet-isa.com

§9 Charges

1. The charge for the use of the System within the Package is paid by an Account Owner – Users that signed the subscription form. The payment is due every three months. Payment should be received in Bank account BE58 3100-8896-7779 (BIC BBRUBEBB) to attention Eurotop. An invoice and acknowledgement of receipt will be sent upon request to the Account Owner.

2. Meetings with the contractor without reimbursement will be handled through teleconferences and during the Contractor representatives' visits in Brussels. Additional support services not included in terms of reference will have to be notified to EUROTOP and to be accepted by the Technical Director of the Project according to related additional services and contractual agreement.
3. An Account Owner is entitled to use the Xtranet-ISA Demo version free of charge for a Trial Period available at <http://demo.xtranet-isa.com>
4. Upon completion of the Trial Period and provided an Account Owner wants to use the System, he will sign a subscription form and pay the subscription at the amount specified in the Pricing List.
5. An Account Owner who fails to pay for the Package in the required deadline, along with their Users, will be denied access to the System under this Package.
6. Upon having the access denied, the Account Owner and their Users have access to a "read only" version of the data for 30 days. Upon the passing of 30 days from the required deadline, the System Operator will delete all data pertaining to an Account Owner and User under the relevant Package.
7. If an Account Owner resigns from the Service, the cost of the remaining time period will not be reimbursed.
8. The System Operator issues accounting evidence for an Account Owner on the basis of the personal data provided by an Account Owner and makes them available to an Account Owner electronically.
9. An Account Owner may choose the period for which the payment is made. Before the end of this period, the Account Owner may pay for the next period or resign from the Service by not paying or by informing the System Operator about resignation via e-mail sent to the address: secretariat@eurotop.be or in writing to the office of the System Operator.

§10 Cancelling the Service and termination of the Agreement

1. An Account Owner or their User may terminate the relationship with the System Operator at any time. They need to request that their Account be deleted and that System access is discontinued. Moreover, the Account Owner needs to cancel all recurring payment orders. Resignation from the Service does not result in the return of the charges paid during the Service.

2. The agreement may be terminated in the following cases:
 - a. Under mutual agreement – at any time pursuant to the content of the agreement;
 - b. If there is no System login activity in a trial version for 30 subsequent days;
 - c. Breach of the law;
 - d. In other cases specified herein.

§11 Intellectual property

1. The entire system is the property of the System Operator and is protected by Polish and international intellectual property rights. By using the System, an Account Owner and their Users declare to respect the intellectual property rights. This means that without the written consent of the System Operator, it is prohibited to use the System in any manner different from specified herein.
2. The System Operator reserves the exclusive property right to the System and any intellectual property contained in the System (all over the world, irrespectively of being registered or not). The Account Owner and their Users declare not to take any actions which may threaten the intellectual property rights of the System Operator in relation to the System, and limit such rights or interfere with them.
3. The websites of the System contain links to websites and materials which are not the property of the System Operator. The System Operator is not responsible for linking to these websites and the contents published on these websites. By linking to such websites, The Account Owner and their Users should read the every terms and conditions applicable for the website they are visiting.

§12 Final provisions

1. By accepting these Terms and Conditions an Account Owner and a User enter into agreement with the System Operator for a non-specified period of time.
2. The System Operator reserves the right to publish the contents of issues relating to the System functioning, which are addressed by an Account Owner and their Users to the System support team. Such issues will be published on the System website in the FAQ (Frequently Asked Questions) section without disclosing the details of the Account Owner and their Users.

The System Operator reserves the right to choose, edit and publish these contents, if the System Operator recognizes that the answer to this question is worth publishing.

3. Information published on the System websites is not an offer as defined by the Civil Code.
4. In matters not regulated by these Terms and Conditions, the provisions of the Act on Rendering Electronic Services, the Civil Code and applicable Polish law apply.
5. The Parties will attempt to resolve disputes that arise during the use of the System in amicable manner, acting with respect towards the other party.
6. These Terms and Conditions are the exclusive property of the System Operator. It is prohibited to copy, duplicate and share its fragments or entirety in any form without the written consent of the System Operator.
7. The System Operator reserves the right to modify these Terms and Conditions and such modifications will be reported to all Account Owners and their Users.
8. If an Account Owner or a User does not accept the modifications in these Terms and Conditions, they should discontinue using the System and inform the System Operator within 14 working days of the release of new Terms and Conditions.
9. These Terms and Conditions come into force on January 1, 2017.