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# TERMS AND CONDITIONS OF SERVICES

## 1. General provisions

1.1. The following document (hereinafter referred to as the "Terms and Conditions") sets forth the general terms and conditions for the provision of dedicated server leasing services, VPS, and additional services, concluded through the website [www.mevspace.com](http://www.mevspace.com), its domains, and other sales channels if such are made available (hereinafter collectively: the "Services").

1.2. The Service is provided by Meverywhere LTD with its registered office in Warsaw (02-634) at 35 Miłobędzka street, registered in the National Court Register – Register of Entrepreneurs maintained by the 13th Commercial Division of the District Court for the capital city of Warsaw under National Court Register number 0000346299; TAX number 7282739782; National Business Registry Number 100818967 (hereinafter: "Service Provider").

1.3. The Service is addressed both to consumers, i.e., natural persons concluding an Agreement for the provision of the Service for purposes not directly related to their business or professional activity (hereinafter referred to as "Consumer") and entrepreneurs, i.e., natural persons, legal persons or other organizational units entered in the registers provided for by the law, holding TAX and National Business Registry numbers and conducting business or professional activity on their behalf. (Hereinafter collectively referred to as "User").

1.4. Users using the Service Provider's services are obliged to comply with these Terms and Conditions.

1.5. The User has no physical access to the servers and other devices used to perform the Services.

## 2. Registration in the Client Panel

2.1. To use the Services, you must register at [www.mevspace.com](http://www.mevspace.com) (including its domains) and provide payment of the invoice for the Services.

2.2. Registration is a process aimed at creating a User Account (hereinafter referred to as: "User Account") and is necessary for placing orders, requests, and managing purchased Services as well as for purchasing new Services offered by the Service Provider within the Customer Panel provided by the Service Provider (hereinafter referred to as: "Customer Panel").

2.3. User's Account is an account that is individually assigned to the User within the scope of using the services offered by the Service Provider. The User may log on to it by using the login and password assigned to him. Through it, the User may manage the purchased Services.

2.4. During the registration, the User is obliged to provide a valid e-mail address, which cannot be modified later, PESEL number – in case of Consumers, or TAX and National Business Registry

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numbers in case of legal entities and other information required for the proper issuance of the sales document.

2.5. If the User changes data aimed at proper provision of the Services, the User is obliged to update them in the User Account as soon as possible. Any correspondence sent to the User at the last provided e-mail address shall be deemed delivered.

2.6. The Service Provider may require the User to provide documents confirming the data given at registration or data updated in the form indicated by the Service Provider.

2.7. The User may delete the account at any time, provided there are no active Services. Removal of the account is possible by using an appropriate function after logging in to the Customer Panel. Deleting the account is equivalent to discontinuing the processing of Personal Data by the Service Provider.

2.8. Correspondence between the User and the Service Provider and all orders related to the Service takes place in an electronic form via the Customer Panel or e-mail sent from an authorized e-mail address in the Customer Panel. Orders from other e-mail addresses will not be processed.

### **3. Order, conclusion, and performance of the Agreement**

3.1. The use of the Service is payable according to the price list published on the website [www.mevspace.com](http://www.mevspace.com). ("Price List") or according to prices established based on an individual quotation. The change of the Price List does not constitute an amendment to the Terms of Use.

3.2. Standard offers and parameters of the Services are presented at [www.mevspace.com](http://www.mevspace.com). Detailed terms of providing the Services shall be determined by the selection of Service options by the User.

3.3. Availability of Services offered by the Service Provider is determined on the sales page [www.mevspace.com](http://www.mevspace.com).

3.4. The User via [www.mevspace.com](http://www.mevspace.com) may send a request for individual arrangements of the scope of the Services to the Provider at the e-mail address: [info@mevspace.com](mailto:info@mevspace.com).

3.5. The Agreement for providing the Services is concluded in an electronic form (hereinafter referred to as the "Agreement") at the moment when the User accepts the Terms and Conditions and selects a particular option to provide the Services.

3.6. Contracts are concluded for a period of 1, 3, 6, or 12 months. After this period, the Agreement shall be automatically terminated, unless it is renewed according to the rules defined in this section. Renewal of the Agreement shall mean the conclusion of another Agreement for the next period identical with the previous one to keep the continuity of the Service unless the

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User informs the Service Provider by e-mail or in writing about the will to change the period of providing the Service.

3.7. The Agreement shall be renewed before the expiry of the current Agreement, when the payment for the issued proforma invoice for the next period identical with the previous one is credited, immediately following the period contracted under the current Agreement.

3.8. The Service Provider shall issue proforma invoices for individual settlement periods in advance with a 7-day payment deadline. The billing period is one month, quarter, half a year, or year - depending on the length of Service provision selected by the User.

3.9. The Service will be activated within a maximum of 72 hours (or any other time indicated on [www.mevspace.com](http://www.mevspace.com)), excluding public holidays, counting from the moment of booking the payment for the proforma invoice.

3.10. Receipt of payment for the proforma invoice results in a VAT invoice. VAT invoice can be found in the Customer Panel and is sent to the email address provided by the User in the Customer Panel. A dedicated invoice delivery address can be added by the User after logging into the Customer Panel or during registration. By accepting the Terms and Conditions the User agrees to use electronic invoices.

3.11. The forms of payment accepted by the Service Provider are presented in the transaction part of the website [www.mevspace.com](http://www.mevspace.com).

3.12. In case when the User does not pay the ordered Service (based on a proforma invoice issued), the Service will not be started or will be canceled.

3.13. The period for which the Service was ordered is counted from the date of Service activation.

3.14. The Agreement shall be valid for the period for which it has been concluded (definite time) depending on the content of the statement made by the User during the Service ordering procedure. The User shall be obliged to pay the amounts due for the Services throughout the Agreement.

3.15. The Agreement concluded for a definite time may be terminated by mutual agreement of the Parties.

3.16. The Service Provider shall have the right to terminate the Agreement without notice in the case of failure to pay the fees for the provision of the Service by the User within the deadlines specified in the proforma invoice and in the case of violation by the User of the provisions of these Terms and Conditions, provided that the User has been previously summoned to desist from the violation and given at least seven (7) days' time limit for that purpose.

3.17. The User shall have the right to terminate the Agreement without notice in the case of failure of the Service Provider to launch the Service within a certain period, despite that the User fulfilled all the obligations specified in the Terms of Use related to the procedure of launching the Service and in the case of violation of the Terms of Use by the Service Provider, provided that the Service Provider has been previously requested to desist from violations and given at least seven (7) days for that purpose.

3.18. If the Agreement has been concluded on individual terms, then it may be terminated on the terms and within the period specified therein.

3.19. Declarations of termination of the Agreement or change of its duration may be submitted by e-mail to the address indicated by the Parties or in writing to the address of the registered office/residence of the Parties.

3.20. The Service Provider shall have the right to delete all data from the server and resubmit the server for sale on the day following the Agreement termination, unless the Parties agree on another date.

3.21. The Equipment made available to the User under the Services is the property of the Service Provider and may be uninstalled by the Service Provider upon the termination of the Services.

## **4. Service Testing Period**

4.1. The Service Provider may provide the User with test Services within the limits of available technical capabilities.

4.2. The purpose of test services is to allow the User to test their actual operation.

4.3. The duration of a Test Service shall be determined individually with the User.

4.4. The Service Provider shall not be liable for any damages that the User may incur by using the Test Service unless such damages are the sole fault of the Service Provider.

## **5. Rights and obligations of the User**

5.1. The User agrees to take proper care that third parties using the Services provided by the Service Provider comply with the Terms and Conditions accepted by the User.

5.2. User is obliged to make timely payments for the Services following the Agreement.

5.3. The User is obliged to use the Service in a manner consistent with its purpose, in a way that does not violate the generally applicable law, good practice, and rules of social coexistence, does

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not violate the regulations and the rights of third parties. In particular, the following activities are prohibited:

- a) phishing,
- b) IP spoofing and related activities,
- c) sending unsolicited messages (spam),
- d) DDoS attacks,
- e) violation of third parties, including copyright, personal rights, trademark rights,
- f) any hacking attacks,
- g) breaking or breaching the security of any mail systems, servers, websites,
- h) propagating or publishing tools created for illegal activities, including breaking electronic security features such as tokens, keys, passwords, credit card numbers, and similar;
- i) distribution of viruses,
- j) spreading racist content.

5.4. The User is obliged to refrain from delivering unlawful content within the meaning of the Act of 18 July 2002 on the provision of electronic services (consolidated text: Journal of Laws 2020, item 344).

5.5. The Service Provider reserves the right to remove or block the content which violates the Terms of Service or the law using any necessary technical means, including disconnection of the Service.

5.6. If a third party makes any claims against the Service Provider in connection with the Service provided, the User shall take the necessary steps to protect the Service Provider from such claims and is obliged to reimburse the Service Provider for the reasonable costs incurred by the Service Provider in protecting itself against such claims.

## **6. Obligations and statements of the Service Provider**

6.1. The Service Provider shall provide services following generally applicable law 24 hours a day, 7 days a week.

6.2. The Service Provider undertakes to make available the Client Panel to the User for remote management of the Service.

6.3. The Service Provider undertakes to remove Service failures following response times specified in the Service SLA.

6.4. The Service Provider shall not impose limits on access to or use of the Services provided under the Agreement, subject to the actions that the Service Provider is entitled to take in connection with cases of breaches of security and network integrity.

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6.5. In case of violation of security or integrity of the network or services, Service Provider in consultation with the User shall take immediate steps to minimize the possible damage and restore the proper functioning of the Services. The Service Provider shall inform the User by e-mail about the measures taken in terms of network or Service security and about the threats related to the Service provided. The Service Provider shall not be liable for failure to perform or improper performance of telecommunication Services to the extent resulting from the measures taken.

## **7. Responsibility**

7.1. The Service Provider shall be responsible for failure to perform or improper performance of the Agreement to the extent specified in the Terms and Conditions and/or the Agreement unless the failure or improper performance is due to fault of the Service Provider.

7.2. The User shall be entitled to a proportional refund of the fee paid for the time when the Service was not provided for at least 3 hours continuously due to the fault of the Service Provider in the amount of 1/720 of the fee for each hour of failure to provide the Service. Non-performance of the Service shall be understood as a total lack of availability of the server or the Internet, not caused by the User. To calculate the refund, a uniform number of 720 hours of Service provision per month shall be assumed.

7.3. The Service Provider's responsibility for failure to provide the Service shall be limited to the amount of remuneration paid by the User for the Services provided by the Service Provider.

7.4. The responsibility of the Parties for lost profits is contractually excluded.

7.5. The Parties shall not be responsible if failure to perform or improper performance of the Agreement is due to force majeure.

7.6. The Service Provider shall not be responsible if the damage occurred due to the fault of the User or a person for whom he/she is responsible or due to the User's failure to comply with the provisions of the Terms and Conditions, the Agreement, or generally applicable law.

7.7. Notwithstanding the provision of clause 5.5 of the Terms and Conditions, the Service Provider shall have the right to block the Services and/or the User's Account in the Customer Panel due to the User in the following cases:

a) providing false data and/or data aimed at tax avoidance. In this case, the Service Provider shall block the Services and/or User Accounts until the data is completed in a manner that allows the billing and provision of Services following the regulations,

b) in case of occurrence of DDoS class attacks on User's Services. Service Provider reserves the right to use an automatic black hole mechanism, also known as blackholing,

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c) if the User's actions cause threats to the stable operation of the Service Provider's systems and/or networks and/or Services, including the activities listed in clause 5.3.

d) in the case of repeated reports on the use of the Service to send spam,

e) in case of creation of a chargeback order.

7.8. The Service Provider guarantees quality parameters of the provided services within the scope specified on [www.mevspace.com](http://www.mevspace.com).

7.9. The User or his/her client shall be solely and fully responsible for the content and form, placed on the information carriers made available within the Services, in particular for:

a) respecting property rights belonging to third parties,

b) respecting the personal rights of natural and legal persons,

c) for content published which may violate privacy, ethical and social norms, as well as for dissemination of information of a nature endangering health and life, social order and defense of the state placed also by Users or third parties,

d) actions specified in clause 5.3 of the Terms and Conditions.

7.10. The Service Provider shall not monitor or backup the security of the servers and other services of the User.

7.11. The Service Provider shall not be liable for:

a) technical problems caused by incorrect configuration of the Service performed by the User, which may hinder or prevent the User from using the Service

b) damage caused by improper use of the Services by the User or use contrary to the provisions of the Terms and Conditions,

c) problems with the functioning of the Services for reasons attributable to the User, in particular related to the loss of passwords, changes in BIOS or firmware configuration made by the User, making the Client Portal available to third parties,

d) content placed by the User or third parties on servers made available as part of the Service,

e) loss of data due to hardware or system failure, or other circumstances beyond the Service Provider's control.

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## 8. Withdrawal from the Agreement

8.1. The User who is a Consumer or a natural person concluding an Agreement directly related to his/her business activity, when the content of this Agreement indicates that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available based on the provisions of the Central Registration and Information on Business Activity - following the content of Article 27/38a of the Act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2020, section 344), in the case of conclusion of the Agreement off-premises and at a distance, has the right to submit a statement of withdrawal from the Agreement within 14 days from the conclusion of the Agreement, without giving any reason and without incurring costs, except for the costs associated with the Services performed.

8.2. To exercise the right to withdraw from the Contract, the User is obliged to inform the Service Provider about his/her decision to withdraw from the Contract by an unequivocal statement (letter sent by post to the Service Provider's address indicated in clause 9.2. or electronically to the e-mail address: info@mevspace.com). To meet the deadline for withdrawal from the Agreement it is sufficient to send the statement before its expiry. The User may use the model withdrawal form attached as Attachment No. 1 to the Terms and Conditions.

8.3. In the case of withdrawal from the Agreement, it shall be considered that the Agreement has not been concluded.

8.4. The User specified in clause 8.1 shall not have the right to withdraw from a contract concluded off-premises or remotely in the case of:

a) concluding a contract for the provision of Services if the Service Provider has performed the Service in full with the express consent of the User, who was informed before the performance began, that after the performance by the Service Provider he/she will lose the right to withdraw from the contract;

b) conclude a contract for the supply of digital content which is not recorded on a tangible medium, if the performance began with the express consent of the User before the expiry of the period for withdrawal from the contract and after being informed by the Service Provider about the loss of the right to withdraw from the contract.

8.5. At the same time, the Service Provider informs the User that by ordering by the natural person referred to in the paragraph. 8.1 Services performed automatically (activation of VPS servers, dedicated servers, backup copies), the User loses the right to withdraw from the Agreement at the time-of-Service performance, i.e., when the Service is made available to the User.

## 9. Complaint procedure

9.1. The User may submit complaints to the Service Provider for non-performance or improper performance of a Service within 12 months from the date on which the Service was non-



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performed or improperly performed or from the date of delivery of an invoice containing an incorrect calculation of amounts due for Services provided.

9.2. Complaints should be sent in writing to the address of Meverywhere LTD, 35 Miłobędzka Street, 02-634 Warsaw or in the electronic form to the e-mail address [info@mevspace.com](mailto:info@mevspace.com) or via the contact form found at [www.mevspace.com](http://www.mevspace.com).

9.3. The complaint shall contain: details of the complainant (in case of a natural person – name and surname), address for correspondence, type of Service provided (Service number, server IP address), specification of the subject matter of the complaint together with the justification, proposed manner of settlement and – in case of a complaint submitted in writing – the complainant's signature.

9.4. The Service Provider shall consider the complaint within 14 days of its receipt. If the complaint needs to be supplemented, of which the Service Provider shall immediately inform the complainant, the period of supplementation shall not be included in the period of consideration, which in the case of the necessity of supplementation shall commence upon the day of delivery the supplemented complaint.

9.5. In the event of refusal to consider the complaint following the method presented by the User in the complaint notification or failure to consider the complaint within 14 days from the date of its receipt, the User shall have the right to pursue the claim in court.

9.6. The answer to the complaint shall be provided in the form in which the complaint was made and sent to the address indicated in the complaint or, if the complaint was made in electronic form, to the e-mail address from which it was sent or to any other address indicated by the complainant.

## **10. Processing of personal data**

10.1. The Service Provider declares that to perform the Agreement, it processes personal data such as names, addresses, telephone numbers, and email addresses provided by the User ("Personal Data") following the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: GDPR). The Administrator of the User's Personal Data is Meverywhere LTD. with its registered office in Warsaw (02-634), 35 Miłobędzka Street.

10.2. The Service Provider further represents that:

a) it processes Personal Data only for the duration of the Agreement and for its performance according to Article 6(1)(b) of the GDPR;

b) it has obliged its employees or collaborators or subcontractors having access to the Personal Data to keep such data confidential and to comply with the personal data protection mechanisms provided for in the GDPR,

c) has implemented organizational and technical measures to secure the Personal Data,

d) if it is possible, return to the User or destroy any Personal Data immediately upon termination or expiration of the Agreement, unless applicable law requires the Service Provider to retain such data for a longer period,

e) will promptly notify the User of any breach of security affecting the Personal Data and assist the User to remedy the breach,

f) if necessary, assist the User in responding to individual requests from individuals exercising their rights under the GDPR.

10.3. If it is necessary to entrust the Service Provider with the processing of data subject to the relevant provisions on the protection of personal data, the User shall inform the Service Provider to sign an appropriate agreement on entrusting the processing of personal data.

## **11. Assignment of Contract**

11.1. In the case of a desire to change the data of a registered User who is a Consumer ("Assignor") into a natural person who runs a sole proprietorship ("Assignee"), the User is obliged to submit an appropriate order containing the registration data of the entity via the Customer Panel and shall perform the actions indicated in section 11.2. Once submitted, the change shall be implemented by the Service Provider with a new Billing Period, provided that the order with complete data of the new User is sent at least 7 days before the end of the current Billing Period ("Assignment"). Otherwise, such change will be implemented as of the next Billing Period.

11.2. To carry out an Assignment the Assignor creates a User Account in the Customer Panel at least 2 days before the end of the ceded Service. An active User Account is required to carry out an Assignment. Assignment from Assignor to Assignee takes place on the first day of a new billing period. In this case, a proforma invoice is issued by the Service Provider on the day the Service ends with the Assignor's details. The required payment period is then 1 day. Failure to pay the pro forma invoice by the Assignee shall be deemed a termination of the Service.

11.3. The provisions of clauses. 11.1. and 11.2. shall apply accordingly in the event of an assignment of an Agreement between entrepreneurs.

## **12. Final provisions**

12.1. The Service Provider reserves the right to amend these Terms and Conditions at any time with at least 30 (thirty) days' notice to the User, with the proviso that the amendments to the

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Terms and Conditions for agreements in force shall be possible only if the User consents to the amended provisions of the Terms and Conditions. The User is obliged to inform the Service Provider in writing about his/her lack of consent for the change of the Terms and Conditions before the date specified in clause 12.2.

12.2. The change of the Terms and Conditions shall enter into force with agreements in force at the beginning of a new Settlement Period unless the provisions of law, which necessitate the change of the Terms and Conditions, provide for a different deadline. If the Customer does not accept the new provisions of the Terms and Conditions, the agreement shall be terminated at the end of the Settlement Period or within the period resulting from the provisions of law constituting the basis for the amendment to the Terms and Conditions.

12.3. These Terms and Conditions shall be governed by Polish law.

12.4. Any disputes shall be settled according to the general jurisdiction, and in case of a Consumer they may be settled amicably through the procedure for out-of-court settlement of consumer disputes by an authorized entity entered in the register of authorized entities kept by the President of the Office of Competition and Consumer Protection at the request of the User or the Service Provider. The Service Provider's participation in the procedure for out-of-court settlement of consumer disputes is voluntary, and the User who is a Consumer shall be informed of the lack of the Service Provider's consent to such procedure on paper or another durable medium.

12.5. In matters not regulated by these Terms and Conditions the applicable law shall apply.

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**ANNEX NO. 1 TO THE TERMS AND CONDITIONS**

**MODEL WITHDRAWAL FORM**

(this form should be completed and returned only if you wish to withdraw from the contract)

Meverywhere LTD,  
35 Miłobędzka street, 02-634 Warsaw  
e-mail: info@mevspace.com

- I/We (\*) hereby give notice (\*) of my/our withdrawal from the contract for the sale of the following items (\*) the supply of the following items (\*) the contract for the performance of the following items (\*)/the supply of the following service (\*)

- Date of conclusion of the contract (\*) / of receipt (\*).....
- First and last name of the consumer(s) .....
- Consumer(s)' address .....
- Email address of account at panel.mevspace.com.....

Place, date.....

Signature of consumer(s) .....

(Only if this form is sent in paper version)

(\*) Delete as appropriate.