

Terms and Conditions of Use for SaaS Platform

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Introduction

Welcome to CTHINGS.CO ("we," "us," or "our") website and our ecosystem of software-as-a-service products and resources ("Services"), which we own and operate. These Terms and Conditions of Use ("T&C") outline the general terms, conditions, and framework for how you or the entity you represent ("you" or "your") may access and use our Services.

In compliance with the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2017, item 1219, as amended), this T&C specifies the types and scope of services provided electronically, technical requirements for use, privacy policy, rules for entering and terminating service agreements, the complaint procedure, restrictions on providing unlawful content, and conditions for sending commercial information.

Please review the T&C carefully before using CTHINGS.CO Services. By accessing our websites or Web applications and using our Services, you acknowledge and agree fully to these terms. If you do not consent to any part of this T&C, you are prohibited from accessing or using our Website, Web Applications, or Services.

§1 General Provisions

1. This Website, Web Applications and Services are exclusively owned and operated by **CTHINGS.CO Sp. z o.o.** ("CTHINGS.CO", "we", "us", or "our"), a joint-stock company incorporated under Polish law, with its registered office in Warsaw (02-653), Aleja Niepodległości 18, entered into the register of entrepreneurs of the Polish National Court Register, under KRS number: 0000718829, EU Tax Identification Number (NIP): PL8212656459, REGON 369493577.
2. Contact for information inquiries to CTHINGS.CO is as follows:
 - phone number: **+48 600 295 674**,
 - e-mail: **support@cthings.co**,
 - www: **support.cthings.co**.
3. The T&C and all its terms and conditions become effective from 01.01.2022.
4. The T&C binds all Covered Users to comply with its clauses.
5. The T&C are available free of charge from CTHINGS.CO, in electronic form in such a way that it can be acquired, reproduced, recorded and stored at any time in the ordinary course of business (HTML file or other form), as well as being made available for inspection on request in paper form at the premises of the CTHINGS.CO.

6. Definitions of terms that are described throughout this T&C are effective in the section in which they are first used or as follows:

- **Orchestra Platform** – means online Software as a Service developed by CTHINGS.CO and delivered to customers from the hosting service in the cloud with a purpose of remote monitoring and management of IoT devices and applications.
- **The Account** – means the online individual portal provided by CTHINGS.CO which permits you to register for and administer the use of Services by Covered Users.
- **The End User** - means any individual or entity, including without limitation your third-party users and such third-party users' Representatives, that is directly or indirectly permitted by you to use or access your Account or the Services.
- **The Covered User** - your Representatives, your End Users, and the End Users of your Representatives (collectively "Covered Users").
- **The Covered User Data** - collectively means any Data that is Processed or otherwise provided to CTHINGS.CO by any Covered User.
- **CTHINGS.CO** - means CTHINGS.CO Sp. z o. o., who is the Service Provider of Services described in this T&C.
- **The Fee** - means any charge and other cost arising from or related to the Covered User's access to the Services.
- **The Notice** - means any document, request, demand, or otherwise communication required by the T&C, each of which shall be in writing and delivered in person or by courier, first-class registered mail, certified mail, or electronically by email. CTHINGS.CO shall deliver all Notices to the address and point of contact listed in your Account, and you may deliver all Notices to CTHINGS.CO by email to contact@cthings.co or by physical mail at Aleja Niepodległości 18, 02-653 Warsaw, Poland.
- **The Party** - means each of you and CTHINGS.CO.
- **The Service or Services** - mean the Subscription-based access to the web cloud platform, web applications, hosting services, computing resources, and other services made available by CTHINGS.CO for a use by Covered Users, including, without limitation, any website, application, product, software, hardware, API, machine, equipment, documentation, or technology authorized by CTHINGS.CO to provide or make available as the predefined set.
- **Third-Party Service Provider or TSP** - means any contractor, subcontractor, processor, sub-processor, supplier, or vendor of a Party, including without limitation third party contributors, developers, publishers, and producers.

- **The Subscription Period** – means a predefined period of time communicated to Covered User for which the Services or Licenses will be available for use.
- **The Terms and Conditions of Use or T&C** – means these Terms and Conditions for the provision of the Services by electronic means (SaaS), which constitute the terms and conditions within the meaning of Article 8 (1) point 1 of the Act of 18 July 2002 on the provision of services by electronic means.
- **The GDPR** – means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- **The Force Majeure** – mean fortuitous events that are impossible to foresee or prevent, in particular but not limited to sudden industrial and technological breakdowns, interruption of energy supply, restrictions due to war, strikes, natural disasters, epidemics, or orders by national or local authorities that disrupt access to the Services or Support Services.
- **Orchestra Subscription Management Guide** - This comprehensive guide, which is an integral part of this T&C, is designed to make your journey with Orchestra subscriptions seamless and hassle-free, available at: <https://docs.orchestra.cthings.co/>

§2 Terms & Conditions of Services Provision

1. CTHINGS.CO provides electronic Services that are web-based platforms or applications in the model of Software as a Service, hosted directly by CTHINGS.CO, in other words SaaS solutions, including:
 - 1) Orchestra Identity Platform / One Account; available at (account.cthings.co)
 - 2) Orchestra Platform / Manager; available at (manager.orchestra.cthings.co)
 - 3) Orchestra Documentation; available at (docs.orchestra.cthings.co)
 - 4) Orchestra Data Collection Platform; available at (dc.cthings.co)
 - 5) Orchestra Smart Utilities Platform; available at (sup.ctiot.io)
 - 6) Orchestra Cold Chain Platform; available at (ccm.ctiot.io)
 - 7) Other instances deployed with customer access demand via dedicated domains.
2. During the period of Service provision, CTHINGS.CO guarantees the provision of services professionally and diligently, following applicable industry standards in the country in which CTHINGS.CO is located.

3. CTHINGS.CO provides its Services to Covered Users for the **Subscription Period**, granting access to the Services online.
4. CTHINGS.CO provides its Services, Subscriptions, Licenses, Software and Products to Covered Users as those are specified in the documentation, user guides, and release notes.
5. CTHINGS.CO is obliged to:
 - 1) provide the Covered User with the possibility to access the Service to the extent that it allows the current work in the System, without access to the source codes of this System, according to the rules specified in the Regulations;
 - 2) to develop the System, including its adaptation to the changing legal and technical environment;
 - 3) make updates to the System, in particular in the event of changes in the law or the discovery of errors in the System.
6. Covered User is bound to familiarize with all available Documentation before provisioning the Services, Subscriptions.
7. Successful provision of Service is considered since the moment of granting access to the Services. The moment of the conclusion of the agreement for the provision of electronic services between the Parties is the moment of the granting of access to the Services ("**Agreement**").
8. CTHINGS.CO reserves the right to temporarily interrupt or limit the availability of the Service for technical, technological, or other reasons justifying the interruption or limitation of the availability of the Service or limiting the availability of the Service. CTHINGS.CO will make commercially reasonable efforts to give prior notice of any planned interruption or limitation of the availability of the Service.
9. CTHINGS.CO reserves the right to collect statistical data on how Covered Users and End Users interact with the Service, to analyze and create reports based on it. CTHINGS.CO has the right to store, process, and use this statistical data and reports at its discretion, including sharing them with Covered Users, End Users, or third parties.

§3 Fees

1. For a detailed description of the subscription models, prices, trial periods, billing cycles, invoicing, and any additional charges, Covered Users must refer to **Orchestra Subscription Management Guide, which forms an integral part of the T&C.**
2. By using the services provided by CTHINGS.CO, Covered Users confirm that they have reviewed and accepted the terms outlined in the **Orchestra Subscription Management Guide.**

3. When Covered Users request the provisioning of any Services, they authorize CTHINGS.CO to request payment of Fees outlined in the Orchestra Subscription Management Guide.
4. When Covered Users activate any Subscriptions to Services, CTHINGS.CO is entitled to request payment of Fees outlined in the Orchestra Subscription Management Guide.
5. When Covered Users request a purchase of any Products, Licenses, or Services, it entitles CTHINGS.CO to request payment of Fees outlined in the Orchestra Subscription Management Guide.
6. Fees are mandatory and non-refundable for the committed Subscription Period, unless otherwise specified in the Orchestra Subscription Management Guide.
7. The Fee for the Services, Subscriptions, or Licenses provided by CTHINGS.CO becomes obligatory from the moment access is granted to Covered Users, unless otherwise specified in the **Orchestra Subscription Management Guide**.
8. The obligation to pay the Fee for the Subscription Period begins the moment the Covered User activates the account, unless otherwise specified in the Orchestra Subscription Management Guide.
9. All Fees and their structures are communicated ~~online~~ to Covered Users before provisioning of any Services.

§4 Discounts

1. CTHINGS.CO reserves the right to grant discounts to Covered Users at its discretion.
2. The decision to provide a discount will be determined on a case-by-case basis, considering the requested volumes of products or services, further business potential market conditions and client relationships.

§5 Changes of the Services and the Terms and Conditions

1. CTHINGS.CO reserves the right to modify, update, or discontinue any free or paid services at its sole discretion and at any time, with or without prior notice. CTHINGS.CO will consider the legitimate interests of all parties involved. While efforts will be made to minimize disruptions, CTHINGS.CO is not liable for any consequences resulting from such changes, including but not limited to data loss, downtime, or compatibility issues.
2. Covered Users are solely responsible for and required to verify the proper operation of the Service within their test environment before any deployment or reliance on the Service. Covered

Users must immediately report any problems or errors to CTHINGS.CO. Failure to verify the Service or report issues in a timely manner shall release CTHINGS.CO from any liability for damages or disruptions caused by such issues.

3. CTHINGS.CO reserves the right to modify the Terms and Conditions at its sole discretion for any reason, including but not limited to changes in legislation or regulatory requirements, technological advancements, or business needs or operational requirements. Unless explicitly stated otherwise, modifications to the T&C may apply to both existing and future contracts.
4. CTHINGS.CO will inform users of changes to the T&C at least 14 calendar days before their planned effective date by sending an email with an attached extract of the revised regulations. Unless explicitly stated otherwise, all modifications apply immediately to existing and future contracts.
5. In cases where modifications significantly reduce the usability of previously generated data or impose material burdens on the user (e.g., adaptation costs), users must explicitly accept the changes within the specified 14-day period. Failure to accept the changes will result in termination of the subscription at the end of the current billing period. Upon termination, all access to services, data, or functionalities provided under the subscription will cease without liability to CTHINGS.CO.
6. CTHINGS.CO shall not be held liable for any direct, indirect, incidental, or consequential damages arising from changes, or discontinuation of Services, termination of free Services, or modifications to the Terms and Conditions, or termination of subscriptions due to failure to accept modifications, to the maximum extent permitted by law. By continuing to use the Services after receiving notification of changes, Users explicitly waive any claims against CTHINGS.CO related to such changes or termination.

§6 Terms & Conditions of Services Use

1. In order to use the Services, the Covered User must:
 - 1) familiarize themselves and accept the terms and conditions outlined in this T&C and to undertake to comply with them;
 - 2) familiarize themselves and accept the **Privacy Policy** outlined in this T&C and to undertake to comply with them;
 - 3) familiarize themselves with and approve the individually provided Service Fee and **Orchestra Subscription Management Guide**.
2. While using the Services, the Covered User is obliged to:

- 1) Use Services in accordance with the T&C and legal provisions.
 - 2) Exercise all necessary precautions to ensure the safe use of Services.
 - 3) Keep their login and password confidential, refrain from disclosing them to third parties, and avoid providing access to Services, to which the User is logged in, to any third party.
 - 4) Periodically change the password and take all necessary precautions to securely store the login and password.
 - 5) Ensure the accuracy and conformity with the actual state of the data entered into the Services.
 - 6) Not disclosing the data processed within Services.
 - 7) Stay informed about all Service changes and updates.
 - 8) To report any malfunction of the services without delay.
3. Covered User's usage of Services must not violate legal regulations, the T&C, or the rights of third parties. In case of reasonable suspicion that the Covered User is using Services in violation of the law or the T&C, CTHINGS.CO has the right to immediately suspend or take away User's access to the Services.
4. Covered User's actions considered non-compliant with the T&C include, particularly:
- 1) Failure to maintain the confidentiality of the password or its disclosure to a third party;
 - 2) Granting access to the Services, to which the User is logged in, to a third party;
 - 3) Duplicate the Service and/or the Account or make it available for use for a limited period of time, in particular not to rent or lend it;
 - 4) Reverse engineer, or otherwise attempt to discover the source code of the SaaS software or any part thereof, or create derivative works based on the SaaS software;
 - 5) Breaching the security of data processed within the Services, unauthorized attempts to access the Services, and any other activities aimed at disrupting the proper functioning of the Services;
 - 6) Inputting false, inaccurate, or incomplete personal data of individuals covered by insurance protection under Insurance Contracts into the Services;
 - 7) Providing content of an unlawful nature.
5. Covered User is obligated to promptly notify CTHINGS.CO of any case of loss or disclosure of the password to a third party, as well as any violation of the rules specified in the T&C.
6. Covered User shall not have any rights not expressly granted to it under these T&C, unless otherwise agreed in individual cases.

7. The Service, Account, and their functionalities must not be used in a way that goes against their intended purpose. Covered Users and End Users are prohibited from:
 - 1) Performing actions that violate the law, these T&Cs, or good morals.
 - 2) Sharing or uploading unlawful content through the Service.
 - 3) Interfering with the functioning of the Service, Platform, or other users' accounts.
 - 4) Attempting to unlawfully obtain passwords or logins of other users.

§7 Technical Requirements & Account Registration

1. To effectively use the CTHINGS.CO Services, the following minimum technical requirements must be met:
 - 1) Access to computer, laptop, or other multimedia device with stable Internet connection;
 - 2) A modern up-to-date browser. Examples of compatible browsers include but are not limited to Chrome, Microsoft Edge, Mozilla Firefox, and Safari.
2. Mobile Browser compatibility may vary depending on the Service. Users are responsible for ensuring compatibility with the specified service. Details of portability and compatibility of architecture, operating systems and devices are given in the link: <https://docs.orchestra.cthings.co/chapters/orchestra-manager/portability/portability.html>
3. The condition for accessing the Services is the activation of the Covered User's Account by CTHINGS.CO.
4. To create the Account, the Covered User must provide CTHINGS.CO with information, such as first name, last name, e-mail and after authentication by CTHINGS.CO. Detailed instructions on how to create an Account and register as a User, as well as the activation rules referred to in point 3 above, can be found at the link: <https://docs.orchestra.cthings.co/chapters/orchestra-manager/getting-started/getting-started-orchestra-manager.html>
5. With the activation of the Account, the Covered User receives from the CTHINGS.CO the relevant information enabling the Covered User to configure and administer the Service, including enabling access to the Service by the Covered User's End Users.
6. The CTHINGS.CO is not responsible for the configuration or administration of the Service within the account of the Covered User or provide the Covered User with support services in the process of its implementation at the Covered User's site, unless otherwise provided by these T&C, a separate agreement with the Covered User or a provision of common law.
7. CTHINGS.CO verifies the completeness of the data received and its conformity with the data placed in public registers. The obligation to ensure compliance with the principles of

representation of the entity, including obtaining any corporate consents for the purposes of registration as a Covered User, rests solely with the entity performing the activity for registration as a Covered User.

8. The Covered User acknowledges that the use of electronically provided Services may involve risks for persons using the Internet, in particular the introduction of malicious software into the Covered User's ICT system or access to the Covered User's data by unauthorized persons. To reduce or eliminate such risk each Internet User must use appropriate technical measures and safeguards, including but not limited to anti-virus software and firewalls, to minimize the occurrence of undesirable events.

§8 Liability

1. CTHINGS.CO will make reasonable efforts to ensure that the Services operate continuously and without interruption in accordance with these T&C or any applicable Service Level Agreement. However, CTHINGS.CO does not guarantee uninterrupted or error-free operation and disclaims all liability for disruptions or interruptions caused by external factors or user actions.
2. To the fullest extent permitted by applicable law, CTHINGS.CO and its representatives, affiliates, and suppliers shall not be liable for any: direct, Indirect, incidental, consequential, special, punitive, or exemplary damages; including but not limited to: Loss of profits, revenue, or data; Business interruption, device failure, or loss of business opportunities; Damages resulting from unauthorized access to, or misuse of, your accounts, data, or systems; Errors, inaccuracies, or omissions in data or materials provided by CTHINGS.CO; Issues arising from misconfiguration, misuse, or incompatibility of the Service with your technical infrastructure; or any damages however related to or resulting from the Services, or any use of the Services, regardless of whether the Party was advised or not about the possibility of the occurrence of any damages, even if CTHINGS.CO is expressly advised of the possibility of such damage.
3. In any case and notwithstanding the above, any costs or liabilities of CTHINGS.CO towards you is limited to the amount paid, if any, by you to CTHINGS.CO for the Services during the six-month period prior to the first event on which your claim is based on.
9. CTHINGS.CO will not be liable for any interruptions, failure, or delay in the functioning of the Service resulting from causes beyond its control, including but limited to the Force Majeure events.
4. Factors beyond the control of CTHINGS.CO within the meaning of the previous paragraph are considered in particular to be:

- 1) technical issues, including data transmission delays, arising from the Covered User's devices, as well as devices, computer systems, computer networks, and telecommunication networks owned by telecommunication network operators or Internet service providers;
 - 2) interruptions in the supply of electricity or failures of technical equipment and other similar circumstances for which third parties are responsible;
 - 3) necessary operational interruptions, repairs, and other interruptions of a technical or technological nature;
 - 4) circumstances for which the Covered User is responsible, the failure of the Covered User's infrastructure, errors caused by improper operation of the Service by the Covered User's end users (e.g., misconfiguration of the Service);
 - 5) failure by the Covered User or its End Users to comply with the Terms and Conditions, the License, or the relevant provisions of law;
 - 6) use by the Covered User or its End Users of software other than that indicated, recommended, or made available by CTHINGS.CO, including the use of software in breach of the License or other rights of third parties;
 - 7) any false, incomplete, or inaccurate information provided by the Covered User or the End User;
 - 8) the unauthorized action of third parties by CTHINGS.CO or the incompatibility of the Service with the technical infrastructure of the Covered User.
5. CTHINGS.CO is not responsible for the content of any data or materials shared by Covered Users or End Users. CTHINGS.CO assumes no obligation to monitor or manage this content and disclaims any liability arising from it. Covered Users and End Users are solely responsible for the content they access or share through the Service.
 6. CTHINGS.CO shall not be liable for any violation of the T&C or any laws by the Covered Users or End Users, including instances where the Covered User access to the Service to unauthorized third parties in breach of the T&Cs.
 7. CTHINGS.CO shall not be liable for any issues arising from the User's independent access to the Service on their devices, unless otherwise agreed in a separate agreement between the parties or as required by applicable law.
 8. Certain international and/or national laws do not allow limitations and/or exclusions on implied warranties or liability for damages. Depending on the laws applicable certain of the above provisions may not apply to you.
 9. The limitations and exclusions of liability outlined in this section shall survive termination or expiration of these T&C and apply regardless of the nature of the claim, even if a remedy fails

its essential purpose.

§9 Termination

1. This Agreement may be terminated by either party:
 - 1) upon 7 days written notice if the other party materially breaches any provision of this Agreement and the breach remains uncured within that 7-day period; or
 - 2) effective immediately, if the other party ceases to do business, otherwise terminates its business operations, or
 - 3) effective immediately, upon any breach of Section 2 or Section 6 or Section 10 of this Agreement.
2. Upon any expiration or termination of this Agreement:
 - 1) all licenses and rights granted by CTHINGS.CO to Covered User hereunder shall terminate;
 - 2) Covered User will cease all use of the CTHINGS.CO Service;
 - 3) Covered User shall immediately return to CTHINGS.CO or destroy all duplicates, and any CTHINGS.CO Confidential Information in its possession or control;
 - 4) Covered User shall pay to CTHINGS.CO within 30 days of the date of termination any fees accrued prior to the date of termination.

§10 Intellectual property

1. Except for Covered User Data, all content available on the Service, including but not limited to text, graphics, logos, button icons, images, audio clips, and any other materials, is the exclusive property of CTHINGS.CO or its Third-Party Service Providers and is protected by but not limited to copyright and other intellectual property rights. Such content may not be used in any way without the prior written consent of CTHINGS.CO or the respective rights holder.
2. The content of the License Agreement, if applicable, is accessible to Covered Users and End Users through their respective accounts on the Service or upon request from CTHINGS.CO. By using the Service, Covered Users and End Users agree to be bound by the terms of such License Agreement.
3. CTHINGS.CO does not acquire ownership of intellectual property rights to Covered User data or materials uploaded to the Service but is granted limited rights necessary to operate and provide the Service.

4. CTHINGS.CO may have the right to access Covered Users' data or materials if a provision of generally applicable law or a relevant decision of authorities authorized by law so provides.
5. The actions of CTHINGS.CO for the purpose of antivirus protection of the Service do not constitute an interference with the content of the Covered User data or material or with the data of the Covered Users covered by the Service or the End Users.

§11 Security & Data Protection

1. CTHINGS.CO implements reasonable and appropriate measures to secure Covered User Data against accidental or unauthorized access, transmission, loss, or disclosure.
2. CTHINGS.CO protects all Covered User Data, including all Personal Data collected through our Services in accordance with applicable data protection laws, including but not limited to the General Data Protection Regulation.
3. For further details regarding personal data protection, cookies policy, data deletion procedures, and privacy practices, Covered Users are to refer to the Privacy Policy, which is an integral part of this T&C.
4. Data collected and aggregated by CTHINGS.CO remains the exclusive property of the specific Covered User.
5. CTHINGS.CO undertakes to retain the data solely throughout the duration of service provision. Upon discontinuation of service usage, data will be permanently deleted within ... days, unless otherwise specified in individual Service Level Agreements or required by applicable law or regulatory obligations.

§12 Miscellaneous

1. You may not assign or transfer any part of this T&C without the prior written consent of CTHINGS.CO.
2. CTHINGS.CO reserves the right to use Third-Party Service Providers to facilitate the provision of its Services.
3. CTHINGS.CO reserves the right to assign these T&C to a Representative or in connection with a merger, acquisition, corporate reorganization, or sale of all or all its assets or a controlling interest in its ownership.
4. CTHINGS.CO and its Representatives will not be held liable for any failure to perform any obligations under the T&C due to causes beyond their reasonable control, including but not

limited to The Force Majeure.

5. If, for any reason, any part of these T&C is found to be invalid or unenforceable, that specific part will be modified to make it valid and enforceable. This will not impact in any way the validity of the remaining provisions, and they will remain in full force and effect.
6. CTHINGS.CO reserves the right to take immediate corrective actions in response to any breaches of these T&C, including but not limited to violations of applicable laws, security breaches, or unauthorized access to the Service. Such actions may include disabling access to the Service, removing content, or terminating the User's account.
7. These T&C shall be governed by and interpreted in accordance with Polish law. Any claims or disputes arising out of or related to the use of the Services shall be subject to the exclusive jurisdiction of Polish courts. Matters not regulated by the T&C shall be governed by the relevant and applicable provisions of Polish law.
8. Any disputes between Covered Users and CTHINGS.CO, including but not limited to those related to the interpretation of these T&C, shall be resolved amicably through negotiations. If an agreement is not reached within 60 days from the date of the written notice initiating the dispute, the dispute shall be referred to the competent court in Warsaw, Poland, corresponding to the Service Provider's registered office.