

## TERMS AND CONDITIONS

This document (**Terms and Conditions**) specify the terms and conditions of using the occson.com website (**Website**) and the services, provided by Tomasz Kowalewski, running business activities under the business name “Tomasz Kowalewski” with registered office in Kraków (30-347), ul. Kapelanka 12, Tax Id. No.: 9542491588, Industry Id. No.: 122978211 (**We**).

You are obliged to use the Website in accordance with its purpose, in compliance with these Terms and Conditions and in conformity with the rules of social conduct.

### 1. Access to the Services

The services (**Services**) consist of making the Website and its functionalities available for you, in particular making the disc space available for you to store your data. The Services may be free of charge or paid, subject to the section 3 below.

These Terms and Conditions are a legally binding agreement between you and Tomasz Kowalewski, running business activities under the business name “Tomasz Kowalewski” with registered office in Kraków (30-347), ul. Kapelanka 12, Tax Id. No.: 9542491588, Industry Id. No.: 122978211. By using the Services, including accessing or browsing the Website you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions do not use our Services.

If you use the Services on behalf of a legal entity you agree to these Terms and Conditions on its behalf and represent that you have authority to act on behalf of such entity.

In order to use Services you should access the Website via a computer or mobile device connected to the Internet, with software allowing you to access the Website.

You may not use the Services in a manner inconsistent with the applicable provisions of law, or contrary to the rules of social conduct, in particular you may not use the Services to cause any harm to other persons, to create or spread viruses, illegal or offensive content or spam. We reserve the right to delete your data and block your use of the Services if we receive information about violation of these Terms and Conditions.

### 2. Privacy

You may use the Services at any time. Accessing the Website does not require registration or setting up an account. In order to store, access and modify data on the servers you need to set up your account and provide us with your e-mail address.

Your e-mail address, as well as other personal data you choose to make available to us, and e-mail addresses you provide us, will be processed in accordance with our Privacy Policy, which you can find [here](#). To the extent that we process any of your personal data we are subject to the EU General Data Protection Regulation (GDPR).

### **3. Stored data**

As part of the Services we provide you with the space, where you can store your data. To be provided with these Services you need to accept these Terms and Conditions and our Privacy Policy and log into your dedicated disc space via your e-mail address.

All data you store within the Services is encrypted, so neither we nor any third parties may have access to it.

These Services may be provided to you free of charge or at charge. Within the free use of the Services you may access the Website and store data within one workspace containing up to 100 files, sized at most 12 MB each (**Workspace**).

To add another Workspaces you need to pay the fee. The fee is non-refundable. Upgraded accounts that are blocked for violation of this Terms and Conditions will incur the loss of all payments already made without eligibility for refund.

All data that you upload and store in your workspaces is yours. We don't control, verify or endorse such data. You are fully responsible for such data, in particular for making sure that all data uploaded and shared through the Services are your property, or you have all necessary rights to such data.

### **4. Fees**

In order to use the paid Services you need to pay the fee in the amount you can find [here](#). The fee may be paid via the PayPal service. If you choose to subscribe to a paid Service you agree to pay the fee.

We reserve the right to change prices of the paid Services at any time. If we have offered you a Service for a specific duration and you have paid the Fee for the Service for that time, your Fee will remain in force for that time. After lapse of such term of the Services, in order to continue to use the paid Service you will have to pay the changed amount of the fee.

If you fail to pay the amount due for further use of the Services we will downgrade your account. Data above the limit set for the free of charge Services may be deleted 14 days after notifying you, via e-mail address you provided us with during registration, about the lapse of the subscription and need to pay the subsequent fee to continue to use the paid services.

### **5. Liability**

We shall perform the Services with due diligence, using our best knowledge verified with tools available to us. Nonetheless, we shall not be liable for any damage associated in any way whatsoever with the usage of the Services and direct or indirect/any consequences of such use.

We shall not be liable for any damage in the form of lost benefits, lost data, indirect, consequential, punitive or special damages as well as for the loss of reputation, market, clients or any other similar losses. We shall not be liable for the non-performance or undue performance of the Services which has been contributed to your act or omission or cause by the force majeure events.

We are not liable for the content posted on the Website by our users.

Our aggregate liability, as well as our affiliates, officers, resellers, employees, agents, suppliers or licensors, relating to the Services, will be limited to one thousand dollars (\$1000).

The limitations and exclusions of liability specified herein shall encompass any possible bases of liability, including contractual or tortious liability, to the maximum extent permitted by applicable laws.

If the above types of exclusions and limitations aren't allowed by the universally applicable law, we're responsible to you only for losses and damages that are a reasonably foreseeable result of our failure to use reasonable skill and care in performance of the Services.

Nevertheless nothing in these Terms and Conditions affects the consumer laws that may not be legally waived or limited. The above liability limitations are not applicable to the consumers in the scope provided for under the generally applicable legal regulations relating to the consumers' rights.

## **6. Warranty**

To the maximum extent permitted by law and except for the warranties in this Terms of Service we provide the Services on "as-is" basis. We do not make any commitments or warranties of any kind in relation to the Services, either express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy.

We will strive to ensure the up-time on 99,9% level. We do not, however, guarantee that level, neither do we guarantee that the Services will be uninterrupted, error-free or that the data will not be lost or damaged. We make back-up copies of all data every 48 hours at least, we do not, however, guarantee that such back-up copies will be sufficient to protect your data from loss or damage. You are solely responsible to ensure integrity of your data, in particular to make your own back-up copies in case of the error.

## **7. Copyrights**

All contents of the Website and the Services, including but not limited to design, logo, text, software, configurations, graphics etc. are our intellectual property and are protected with applicable intellectual property rights, including but not limited to copyright, patent, trade secret, trademark, and others. We hereby reserve all such rights, title and interest to the Services, Website and other items used to provide you with the Services. No title or ownership of any proprietary rights is transferred to you under these Terms and Conditions.

We do not claim any rights, title or interest to the data you upload within the use of the Services. We are not responsible for such data and for any third parties' claims regarding such data. You are solely responsible to ensure compliance of that data, and the actions you perform on that data, with the relevant laws, including, but not limited to the intellectual property or penal regulations. You may not upload or share any content that is offensive, pornographic, hateful, vulgar, false, misleading, containing viruses or malicious software, or violating the rights of third parties.

## **8. Indemnification**

You shall indemnify us, our officers, directors, employees, agents and affiliates and you undertake to defend such persons and entities against and hold such persons and entities harmless from any and all claims, suits, liabilities, loss, damage, cost or expense, including reasonable attorneys' fees, based upon or arising out of the data you uploaded to the site, including but not limited to claims asserted that such data infringe a third party's intellectual property rights or violates any applicable laws.

## **9. Complaints**

You may file a complaint concerning the Services. It may be filed by e-mail to the address: [hello@ocson.com](mailto:hello@ocson.com) or in writing to the address: ul. Kapelanka 12, 30-347 Kraków. Your complaint should include a name and surname, your e-mail address and description of the case in question.

We will reply to your complaint within 30 days as of the day of its receipt. If you are a consumer we will reply to your complaint in writing or on another durable medium.

## **10. Dispute resolution and applicable laws**

You must comply with all domestic and international regulations regarding your use of the Services. If you want to share your data with other users you represent that you have all necessary consents to provide us with such other users' e-mail address.

If you are a consumer, having exhausted the complaint procedure described above, you have the right to resort to out-of-court procedures for complaint resolution and pursuit of claims. You have the right to (1) file a request to the Consumer Court of Arbitration by the Trade Inspection to settle a dispute under the Agreement, (2) file a request to the Regional Inspector by the Trade Inspection to instigate mediation proceedings to amicably settle a dispute between you and us. You may also receive gratuitous assistance as regards the resolution of a dispute between you and us, enlisting also the assistance of a local (municipal) consumer ombudsman or a public organisation that has consumer protection in its statutory obligations (e.g. the Consumers' Association, the Polish Consumers' Association). The Consumers' Association provides advice under a gratuitous consumer hotline number 800 007 707, while the Polish Consumers' Association may be consulted via e-mail at the address: [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl).

If you are a consumer resident in the EU you may use out-of-court procedures for complaint resolution and pursuit of claims also via the ODR platform, in compliance with the Regulation (EU) No. 524/2013

of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on Consumer ODR). When wishing to exercise an option of the out-of-court dispute resolution for online purchases, you may file a complaint via the ODR, i.e. the EU online platform available at the address: <https://ec.europa.eu/consumers/odr/>. The ODR platform shall facilitate the independent, impartial, transparent, effective, fast and fair out-of-court resolution of disputes between consumers and traders online concerning contractual obligations stemming from online sales or service contracts between a consumer resident in the Union and a trader established in the Union.

Given that the out-of-court procedures for complaint resolution and pursuit of claims are voluntary, both parties must agree thereto.

These Terms and Conditions, as well as your relationship with us, is governed by the laws of the Republic of Poland. Any disputes arising out of these Terms and Conditions shall be submitted to the Polish common court of a competent jurisdiction, subject to the out-of-court methods of dispute resolution specified above.

## **11. Changes to the Terms and Conditions**

We may, from time to time, and in justified cases, change these Terms and Conditions. We may amend these Terms and Conditions in particular in the case of (1) a change in technical conditions of the Website's operation, including the ones related to technical or technological progress, (2) a change in terms of use of software or use of devices needed to operate the Website, including the ones introduced by manufacturers or entities having rights to the software or to the devices in question, (3) decisions or judgments affecting or potentially affecting the Rules or the Website's operation issued by competent public authorities, (4) the Force Majeure, or (5) formal or organisational changes in our business with a bearing on the Website's operation.

We will inform you about any changes to the Terms and Conditions and their scope to your e-mail address that you provided us with when setting up your account. The amendment will come into force upon the lapse of 7 days as of the day you received the information about the change. If you don't agree to the change of the Terms and Conditions you should stop using the Service. Continued use of the Service after such changes shall constitute your consent to such changes.

## **12. Miscellaneous**

These Terms and Conditions apply to the maximum extent permitted by relevant law. If any provisions of these Terms and Conditions turn out to be invalid, unenforceable or are annulled, other provisions shall be valid and binding as if the invalid, unenforceable or annulled provisions did not exist. This is the entire contract between you and us regarding the Services and it supersedes any prior contract and/or oral or written statements regarding your use of the Services.

We may assign, transfer or otherwise dispose our rights and obligations arising out of these Terms and Conditions at any time without notice. You may not assign or transfer any of your rights or obligations resulting out of these Terms and Conditions without our prior, written consent.

The failure to realise or enforce any rights resulting from these Terms and Conditions shall not be construed as a waiver of such rights.