

SHIPDOCS WEBSITE TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 TERMS AND CONDITIONS – the present document regarding the supply of services electronically through the website available at <https://ship-docs.com/> within the meaning of the Act on electronic services.
- 1.2 WEBSITE – website used to provide services electronically available at <https://ship-docs.com/>.
- 1.3 CONTACT FORM – A tool available on the Website that allows User to send messages to Provider. The form enables the entry of personal data such as first name, last name, email address, and message content, which are processed for the purpose of responding to User inquiries.
- 1.4 PRODUCT – commercial electronic product presented on the website available at <https://ship-docs.com/>.
- 1.5 USER – a natural person, a legal person or business unit, which is not legal person, whose rules especially grant juridical ability, uses services provided by electronic means in the scope of the website available at <https://ship-docs.com/>.
- 1.6 PROVIDER – host of website available at <https://ship-docs.com/>, namely company Transition Technologies–Software Sp. z o. o. based in Warsaw, 55 Pawia Street, 01-030, Warsaw, Poland, registered in the National Court Register – Register of Entrepreneurs, KRS: 0000800662, NIP: 5272903279, with its seed capital of PLN 130.000,00.
- 1.7 ACT ON THE PROVISION OF ELECTRONIC SERVICES – act of 18 July, 2002 on Providing Services by Electronic Means (Journal of Laws 2020, item 344, as amended on March 3, 2020).
- 1.8 CIVIL CODE – act of 23 April, 1964 (Journal of Laws 2023, item 1610, as of August 14, 2023).
- 1.9 COOKIES – cookie files, namely small files, usually textual, containing computer data, saved with User’s knowledge and consent on the User’s end device, used by the User when browsing the web pages. Obligations concerning cookies result from Article 173 of the Telecommunications Law of 16 July, 2004 (Journal of Laws 2024, item 34, as of January 10, 2024).

2. GENERAL PROVISIONS

- 2.1 The present Terms and condition regulate the use of Website available at <https://ship-docs.com/>.
- 2.2 The present Terms and condition are regulations as per article 8 of the Act on the provision of electronic services.
- 2.3 An entity providing services specified in the Terms and condition and the owner of Website is Provider.
- 2.4 Contact details enabling contact with Provider:
 - 1) postal address: Warsaw, 55 Pawia Street, 01-030, Warsaw, Poland
 - 2) phone numer: +48 22 331 80 20,
 - 3) fax number: +48 22 468 84 50,
 - 4) e-mail address - hotline: shipdocs@ttsw.com.pl.
- 2.5 Each User is obliged to read, abide by and accept these Terms and condition.
- 2.6 Each User has the possibility to access Terms and condition free of charge at any time via Website available at <https://ship-docs.com/>.
- 2.7 If User doesn’t consent to all Terms and condition, User must immediately stop using Website.
- 2.8 Use, copy, modify, distribute any content of Website, either in whole or in part, among others product description, photos, graphics, logos, trademarks and documents made available on Website protected by copyright, is strictly prohibited for commercial and non-commercial purposes without the written consent of Provider.
- 2.9 Use, copy, modify, distribute software, either in whole or in part, is strictly prohibited for commercial and non-commercial purposes without the written consent of Provider.
- 2.10 Permission is granted to view, print and distribute Website for non-commercial purposes only if no changes are made to the content and each copy clearly identifies the author.

- 2.11 It's forbidden to use Website in a way that violates the Terms and conditions and the applicable laws of Republic of Poland and any country in which User uses Website.
- 2.12 It's forbidden to use Website in a way manner aimed at achieving a goal that violates the Terms and conditions and the applicable laws of Republic of Poland and any country in which User uses Website.
- 2.13 It's forbidden to use Website to knowingly transmit, send, upload data containing malicious software, e.g. viruses, worms, Trojan horses, spyware, adware, phishing, ransomware or other intended to adversely affect the functionality of the software, devices or endanger User.
- 2.14 Provider isn't responsible for using Website contrary to Terms and conditions.

3. GENERAL INFORMATION ABOUT SHIPDOCS WEBSITE

- 6.1 Provider provides access to Website subject to Terms and conditions.
- 6.2 User acknowledge that Website is provided „as is”.
- 6.3 Provider shall take every effort, but doesn't guarantee quality, integrity, compatibility, fitness for a particular purpose, security and correctness, and User uses Website at his own risk.
- 6.4 Contents of Website have informative character, it's used to get acquainted with Product and isn't offer according to the Civil code.
- 6.5 Commercial offer of Product can be obtained only at the User's request expressed during phone contact or via e-mail with Product representatives whose contact details are placed on Website in the „Contact” section or in the footer.
- 6.6 Unless Provider says otherwise, any information, statements or materials provides on Website shall not be considered material in the interpretation of contracts concluded between Provider and User, not related to Website.

4. LICENSE

- 4.1 All intellectual property right related to Website and presented Product, in particular software, source codes, photos, graphic design are the property of Provider.
- 4.2 All names, logos, abbreviations, trademarks, photos, graphics and other parts on Website and in Product photos are protected by law.
- 4.3 Provider grants User unexclusive, unlimited in time and territory licence to use Website for the purpose it's intended.
- 4.4 The licence is not-transferable.
- 4.5 The licence doesn't entitle to issue sub-licences.
- 4.6 User is prohibited from copying and reproducing source codes of Website.
- 4.7 User is prohibited from leasing, renting, lending, etc. Website.

5. INFORMATION AND OBJECTIONS REFERRING TO DATA TRANSMISSION

- 5.1 The use of Website is possible provided that User meets the followind conditions:
 - 1) User should independently obtain access to a working stationary or portable device with any operating system installed and access to the Internet, allowing the user of web browser,
 - 2) User should have installed any web browser in the version supported by creator of the browser, allowing for viewing pages in HTML5 standard.
- 5.2 Through use Website isn't associated with the need to incurring any direct cost for User.
- 5.3 Website connects to a dedicated server to download wireframe, graphics and legal documents. This requires an Internet connection, which may incur additonal fees in accordance with the agreement beetwen User and Internet service provider of his choice.
- 5.4 The use of services provided electronically involves the risk of infection of the IT system by malware. In order to maintain the security of using Website, it's recommended that the User's device uses to use Website should have, in particular:
 - 1) an antivirus system with the latest virus definitions and updates,
 - 2) an effective firewall,

- 3) installed all available updates for your operating system.
- 5.5 Possible threats also include hackers' attacks. Provider declares that it applies security measures to prevent or significantly impede such attacks.
 - 5.6 Provider isn't responsible for technical problems, related to the defective functioning of User's device and for the lack of parameters enabling collecting data by User.
 - 5.7 Provider shall not be liable for the risks related to the user by User of services provided by electronic means. In particular Provider shall not be liable for damage not resulting from his fault or negligence, as well as for the one whose sole cause is the operation of User or third parties for which Provider isn't responsible.

6. COOKIES

- 6.1 Website uses cookies or similar technology to collect basic anonymous data about access User's to Website. Cookies are used for statistical purposes only, processed via analytics tools, in accordance with their licence, terms and conditions and privacy policy. Detailed information on the use of cookies and analytics tools is described in Privacy policy and cookies on Website in the footer under the link „Privacy policy and cookies“.
- 6.2 The information contained in cookie files usually doesn't allow for the User's identification.
- 6.3 The web browser usually automatically allow cookies. Until the change settings of User's browser, such files are saved on User's device.
- 6.4 Upon first visiting Website, Users are presented with a message regarding the use of cookies. Clicking the „Accept all“ button constitutes consent to the use of cookies. User have the right to customize their cookie acceptance preferences by selecting the „Customize“ or „Reject all“ options.
- 6.5 User have the option to change their preferences at any time by activating the cookie settings management button located in the lower left corner of the screen. Any changes made to the cookie preferences will take effect immediately after being approved by User.
- 6.6 User acknowledge that blocking or deleting cookies may affect the usability of websites.

7. CONTACT FORM

- 7.1 Website offers User the opportunity to use a Contact Form, which facilitates direct communication with Provider. The contact form allows User to input and send personal data such as first name, last name, email address, and the content of the inquiry, which are processed solely for the purpose of responding to the inquiries or for further communication related to the inquiry.
- 7.2 Data collected through Contact Form are processed based on the consent expressed by User, which is confirmed before submitting the form by checking an appropriate checkbox.
- 7.3 Provider ensures that all personal data transmitted via Contact Form are protected from access by third parties and are processed exclusively by authorized personnel of Provider.
- 7.4 Provider declares that it applies appropriate technical and organizational measures to ensure the protection of personal data according to the risks and categories of data protected, particularly securing the data against unauthorized access, processing in violation of the law, alteration, damage, destruction, or loss.
- 7.5 Personal data transmitted via the Contact Form are stored only for the time necessary to achieve the purposes for which they were collected, or until the user withdraws consent, which can occur at any time. After this period, the data are permanently deleted or anonymized.
- 7.6 User have the right to access their data, to correct it, to delete it („the right to be forgotten“), to restrict processing, to transfer data, and to object to the processing of their personal data. User also have the right to withdraw their consent to the processing of personal data at any time, which does not affect the lawfulness of processing based on consent before its withdrawal. Any requests or questions regarding the processing of personal data can be directed to Provider using the contact details provided in the „Contact“ section or the footer of Website.

8. DISCLAIMER

- 8.1 Provider or any entity associated with it, to the fullest extent permitted by law, isn't responsible for any disruptions in the proper functioning of Website resulting from the actions of third parties of external factors, and as a result of actions aimed at improving the current state of Website.
- 8.2 Provider or any entity associated with it, to the fullest extent permitted by law, isn't responsible for User's or third parties damages and lost profits, resulting from limitations, software or device errors, malware or misuse of the Website.
- 8.3 Provider reserves the right to perform maintenance of the IT system, renovation, removal of faults, incorrect or outdated information, modernization and change layout of Website, which may cause some inconveniences or interruptions of Website, during the above-mentioned works.
- 8.4 In special cases affecting the security or stability of the ICT system, the Service Provider has the right to temporarily cease or reduce providing of services without prior notice and to perform maintenance work aimed at restoring the security and stability of the ICT system.

9. AMENDMENTS TO THE REGULATIONS

- 9.1 Provider reserves the right to amendment of Terms and conditions for important reasons, in particular changes in the law or technological changes. Provider undertake to inform User about the new version of Terms and conditions.
- 9.2 User will have to re-accept Terms and conditions, otherwise User will be obliged to stop using Website.

10. USER'S RIGHTS AND OBLIGATIONS

- 10.1 Before using the electronic services provided by Provider, User is obliged to read the content and comply with the Terms and conditions.
- 10.2 User is obligated to use Website in a manner consistent with its intended purpose and not violating the applicable laws of Republic of Poland and any country in which User uses Website, as well as respecting the personal rights, copyrights and intellectual property of Provider and third parties.
- 10.3 User can discontinue the use of Website at any time by leaving Website.
- 10.4 User is obligated to abide by the prohibition of overusing electronic communications means and not to provide the following content by or to the Provider's ICT systems:
 - 1) content that destabilises or overloads ICT systems of Provider or other entities directly or indirectly involved in rendering services by electronic means,
 - 2) infringing the personal rights of third parties or legitimate interests of Provider, violating commonly applicable social norms or good practices,
 - 3) inconsistent with the commonly applicable provisions of law.
- 10.5 It's forbidden to use the website:
 - 1) in a manner leading to the violation of applicable law,
 - 2) in any unlawful or dishonest way, or in a way aimed at achieving an unlawful or dishonest goal,
 - 3) to send, knowingly receive, upload or using content that doesn't comply with General Terms of Use,
 - 4) to transmit or provoke the sending of any unsolicited or unauthorized advertisements or promotional materials, as well as any similar forms, included in the collective SPAM category,
 - 5) to knowingly transmit any data, send or upload any material containing viruses, Trojan horses, spyware, adware or other harmful programs or similar computer codes programmed to adversely affect or threaten the operation of any computer software or hardware or adversely affect or threaten user.

11. LAW APPLICABLE

- 11.1 These Terms and conditions are subject to Polish law and the jurisdiction of Polish courts. The Polish version will be decisive.

12. BREACH OF THE CONDITIONS OF THE TERMS AND CONDITIONS

Should these Terms and conditions be infringed, the licence to use Website shall be withdrawn. User should immediately cease using Website. Further use of this application shall mean the infringement of law.

13. CONTACT

13.1 Any comments, complaints, suggestions, etc. related to the use of Website shall be reported to Provider, whose contact details are provided in section 2.4 of Terms and conditions, or to representatives of Product by phone or e-mail, whose contact details are provided on Website in the „Contact” section or in the footer.

14. PROCESSING AND PROTECTION OF PERSONAL DATA

14.1 Personal data transmitted via Contact Form on Website are processed by Provider to enable responses to User inquiries or to continue communication. All data entered by User into Contact Form, such as first name, last name, email address, and the content of the inquiry, are processed based on expressed consent, which is confirmed by checking the appropriate box in Contact Form.

14.2 By initiating contact with Provider or representatives of Product directly, the person initiating contact (hereinafter referred to as a „Sender”) consents to the processing by Provider and representatives of the personal data provided by him, such as, depending on the communication channel, e-mail address, phone number and other personal data.

14.3 All personal data processing is performed in accordance with applicable data protection legislation, in particular with the Act of 29 August 1997 on the Protection of Personal Data, the Act of 18 July 2002 on the provision of electronic services and according to article 14 paragraph 1 and 2 of the General Data Protection Regulation (GDPR) of 27 April 2016 and in case free movement of personal data and repeal of Directive 95/46/WE (GDPR).

14.4 Bearing in mind the EU regulation on the protection of personal data (GDPR), the Service Provider informs that:

- 1) the administrator of personal data is company Transition Technologies-Software Sp. z o. o. based in Warsaw, 55 Pawia Street, 01-030, Warsaw, Poland (hereinafter referred to as a „Administrator”)
- 2) personal data will be processed based on Sender’s voluntary consent,
- 3) Sender's personal data is processed for the purpose of responding to contact,
- 4) Administrator shall not transmit the personal data to other entities,
- 5) Administrator shall not transmit the personal data to any third country or international organisations,
- 6) due to personal data processing by Administrator, Sender shall have the right for bringing an action to the supervisory authority – Polish President of the Data Protection Office,
- 7) based on your personal data, Administrator will not make automated decisions to Sender, including decisions resulting from profiling,
- 8) User's personal data will be processed for the duration of the provision of the Service to him, and after its expiry - until the limitation period for any claims of the Parties arising from the Service,
- 9) Provider declares that it applies appropriate technical and organizational measures to ensure the protection of personal data in accordance with the threats and categories of data protected, and in particular protects data against disclosure to unauthorized persons, processing in violation of applicable law, change, damage, destruction or loss,
- 10) in accordance with the right to be forgotten resulting from the GDPR, the Sender has the right to request Administrator to immediately delete their personal data, and Administrator's obligation is to delete them without undue delay.

15. COMPLAINT PROCEDURE

- 15.1 User may submit complaints referring to the services rendered by Provider via Website, in case of non-fulfilment of the services, improper performance of the services. Submitted complaints cannot apply, in particular: irregularities in the functioning of the referenced web browser, interruptions in access to the Internet, User's equipment or internet connections, circumstances for which Provider is not solely responsible, other circumstances related to the activities of entities for which Provider is not responsible, as well as other actions resulting from the Regulations.
- 15.2 The complaint may be submitted by User only via e-mail to the e-mail address of Provider or in writing, by registered mail, to the postal address of the Service Provider indicated in these Terms and conditions.
- 15.3 When submitting a complaint, the User should precisely specify, based on point 14.1 above, the reason for submitting the complaint and indicate in detail the circumstances justifying it.
- 15.4 Unless detailed regulations concerning a given service have been adopted, which would specify the complaint procedure in a different way, the complaint shall be lodged within 30 days from the date of the occurrence of the event justifying its submission. In the content of the complaint, User should indicate his correspondence address to which the reply to the complaint is to be sent. The complaint should contain the data of User submitting the complaint in a way that allows his identification, in particular name, surname, delivery address, postal address or e-mail address. In addition, it is necessary to indicate the subject and scope of the complaint and its concise justification.
- 15.5 Provider will make every effort to ensure that the complaint is considered within 30 days from the date of receipt of the complaint by Provider. Sender will be informed about the method of considering the complaint in the manner in which the complaint was submitted or by post to the address provided in the complaint.
- 15.6 The complaint will be left without consideration in the event of failure to comply with the formal requirements, including the deadlines for its submission.

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