



Rules and Regulations on Provision of Focus SiteCall Service

Article 1 Initial Provisions

- These Rules and Regulations specify the scope and terms of provision of the Focus SiteCall service by the Provider to the Client.
- The Rules and Regulations shall apply exclusively to relations between entrepreneurs within the meaning of Article 431 of the Civil Code Act of 23 April 1964 (consolidated text in Journal of Laws of 2014, item 121, as amended, hereinafter the "Civil Code").
- By signing the Agreement, the Client represents that it is an entrepreneur within the meaning of the provisions of the Act on Freedom of Economic Activity of 2 July 2004 (consolidated text in Journal of Laws of 2013, No. 672, as amended) and the Civil Code Act of 23 April 1964 (consolidated text in Journal of Laws of 2014, item 121, as amended), and that it uses the Services within the framework and for the purpose of conducting its economic activity.

Article 2 Definitions

The following terms are given the following meaning:

- Provider – shall mean Focus Telecom Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (04-041) at ul. Ostrobramska 101a, registered in the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000298832, REGON (statistical identification number): 141318537, NIP (tax identification number): 7010108702;
- Client – shall mean any natural person, legal person or organizational unit without legal personality but having capacity to perform legal acts, being an entrepreneur within the meaning of Article 431 of the Civil Code, who has entered into the Agreement;
- Form – shall mean a questionnaire made available by the Provider on a dedicated website (dedicated websites), in which the Client provides its data;
- Order – shall mean a questionnaire made available by the Provider on a dedicated website (dedicated websites), containing a summary of Service parameters along with the Client's statement on its intent to enter into the Service Agreement with parameters as specified by the Client;
- Variant – the Service is provided in four variants described in the Price List, defining the scope of the Service provided;
- Price List – shall mean a list of services and prices placed in the Subscription tab;
- Focus SiteCall (Service) – shall mean services based on conditional access, rendered by the Provider electronically using an ICT platform based on the Public Cloud Computing model, that enable one, in particular, to:
 - Generate individual scripts which, when used in a website code, result in adding a widget designed for persons visiting this website to send a phone contact request;
 - Generate automatically a connection between the phone number(s) indicated by the Administrator and the contact number indicated by the person visiting the website and to provide information about the said connection to a telecommunications platform integrated with the Service, used by the Client;
 - Request contact by phone at the time and contact number indicated by the person visiting the website;
 - Send a text message to the contact number indicated by a person visiting the website reminding that person about the requested contact time;
 - Record conversations;
 - Personalize the widget appearance;
 - Review reports and statistics with an option to export an XLSX file;
 - Access to the API function;
 - Set up accounts of agents handling contact requests made by people visiting the website;
- After-Hours Mode – shall mean a service provided to a limited extent in the cases specified in the Rules and Regulations; as part of the Service in the After-Hours Mode, automatic calls are not generated, but numbers entered in the form are recorded along with information about the preferred date of contact with a person who has left their contact details;
- License – shall mean access to the Service for a User;
- User – shall mean a personal access account to the Focus SiteCall platform in the form of a login with specific Privileges;
- Privileges – shall mean a set of functions available to a User depending on the User type (Administrator, Supervisor, Agent);
- Administrator – shall mean a User with access to the Service Administrator Panel;
- Agent – shall mean a User handling contact requests made by people visiting the website;
- Administrator Panel – shall mean a web panel made available to the Administrator and allowing the latter to set up the Service, grant Agent Privileges as well as access to reports and statistics;
- Contact Person – shall mean a person designated by the Client in the Form;
- Working Day – shall mean any day from Monday to Friday except for public holidays;
- Activation Date – shall mean the day on which the Provider activates the Service (set up each single time in a given subscription period);
- Agreement – shall mean an agreement made between the Provider and the Client for the provision of the Service; an Order and the Rules and Regulations form an integral part of the Agreement;
- Rules and Regulations Rules – shall mean these Rules and Regulations on the provision of the Focus SiteCall Service;
- Failure – shall mean a malfunction of the Service, in particular, consisting in the unavailability of the Service or a part thereof or in the Service not working as intended;
- Incident – shall mean a Failure resulting in a situation where restoring the previous state is not possible;
- Response Time – shall mean a period between the Client's report on a Failure and the Provider's response in which the Provider informs the Client of receiving a Failure notice and taking action aimed at establishing the Failure's priority;
- Repair Time – shall mean a time used by the Provider to remedy a Failure, counted from the moment of notifying the Client about the priority assigned to the Failure;
- GDPR – shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Article 3 Network Requirements

For correct use of the Service, an Internet connection of 128 kbps (symmetrically) is required for each User with the Administrator Privileges. The Client shall be exclusively responsible for providing an Internet connection of the parameters specified in the preceding sentence. Should the Client use an Internet connection not meeting the requisite parameters, the Provider shall not be held liable for the quality of the Service provided to the Client and the Client shall not be authorized to lodge any claims in connection with the quality of the Service provided by the Provider.

Article 4 Technical Requirements

- A computer with a Windows, Mac, Linux or Chrome operating system and Internet access of the following technical parameters shall be required to ensure the correct use of the Service by the Client:
 - Minimum requirements:
 - 2.0 Ghz dual-core processor, 2 GB of RAM
 - Recommended requirements:
 - To ensure comfortable work with the system, we recommend Intel i3 processors and at least 4 GB of RAM.
- The Provider does not guarantee that the system will operate effectively on computers without enabled and updated anti-virus protection.
- The required web browsers are Firefox v. 11.0 or later or Chrome in the latest version. It is recommended to use the latest versions of the above-mentioned browsers. Moreover, the browser must have enabled cookies and JavaScript.
- For proper operation of the Service, at least one active email account and at least one active telephone number that may be used by the Agent are required.

Article 5 Conclusion of the Agreement

- Prior to concluding the Agreement, the Client shall complete the Form by providing all the data marked as required.
- Completing the Form shall not be tantamount to concluding the Agreement.
- Having received the completed Form, the Provider shall send the Client, to the phone number provided thereby, a text message with a verification code.
- Once the Clients has provided the verification code, the Provider shall create an account for the Client in the Focus SiteCall platform, within the framework of which the Client may place an Order.
- To conclude the Agreement, the Client is required to place an Order, in particular, specify a Variant of the provided Service and a subscription period (term of the Agreement). If the Client is interested in the Enterprise Variant, the Client should contact the Provider so that the Provider could prepare an individual offer for the Client.
- Placing an Order involves the obligation to pay for the Service.
- The Client may place an Order within 7 days from the date of completing the Form or within 14 days from the date of ending the use of the Demo Service referred to in Article 6 of the Rules and Regulations. If no Order is placed within this period, the Provider shall delete the Client's account.
- After submitting an Order, the Client will receive a message sent to an email address of the Contact Person, informing that the Order has been accepted for execution, which shall be tantamount to the conclusion of the Agreement.
- If the Client fails to pay the fee for the ordered subscription period within 14 days from the date of conclusion of the Agreement, the Agreement shall expire without the need for the Parties to make any additional statements. Then, the Provider shall delete the

Client's account, and the provisions of Articles 16.8 and 16.9 of the Rules and Regulations shall apply to other effects of the Agreement expiry.

- One Client may have only one account in the Focus SiteCall platform. To this end, the Provider shall verify the following data provided by the Client in the Form: the Client's name, email address, phone number, domain and website address. In the case where these data are not unique (i.e. they are in the database of existing SiteCall customers held by the Provider), the Provider shall not create another account in the Focus SiteCall platform for the Client or shall delete the created another (duplicated) account, and if the Client has paid the fee, the Provider shall return the fee.
- In the case where the Client has previously used the Service, and the Provider has terminated the Agreement therewith in connection with a breach of the Rules and Regulations, the Provider shall be entitled to refuse to set up an account in the Focus SiteCall platform and conclude the Agreement with that Client.

Article 6 Demo Service

- In the case of Clients who have not previously used the Service rendered by the Provider (including using the Demo Service), the Provider shall activate the Demo Service for the Client immediately upon completion of the Form by the Client.
- The demo service enables the Client to test the Service in the Large Variant (in accordance with the connection limit indicated in the Price List).
- The use of the Demo Service is free of charge.
- The Client may use the Demo Service for a period of 7 days counted from the day on which the Provider has activated the Demo Service (including the day on which the Provider has activated the Demo Service).
- Once the Form has been completed by a Client who has not used the Service rendered by the Provider, the Provider shall proceed with necessary preparation work to make the Focus SiteCall platform available to the Client, in particular, the Provider shall create an Administrator account.
- The Provider shall provide the Client with the Administrator's access data to the Demo Service by sending an activation link to the Administrator's email address. The Administrator shall set an access password to the account after clicking the activation link.

Article 7 Service Activation Procedure

- The Service shall be activated immediately (i.e. not later than on the following Working Day) once the Client has paid the Service fee in an amount consistent with the Order and Price List.
- The Service access data are identical to the Demo Service access data provided in accordance with Article 6.6 of the Rules and Regulations.

Article 8 Rules on Provision of the Service

- The Administrator Panel shall be logged into through a website built according to the following scheme: domain.fcc-online.pl.
- The Provider shall create the first Administrator account, whereas further Users shall be created by the Administrator, who shall assign them specific Privileges.
- In exceptional cases, the Client may request the Provider to create a User with specific Privileges. Such a request may be submitted only by the Contact Person or the Administrator by sending an email to the Provider's email address.
- The Client may create an unlimited number of Users with any Privileges. However, the Service may be used simultaneously by the number of Users that corresponds to the number of purchased Licenses.
- One Administrator may only be logged in one computer workstation at the same time.
- Providing people authorized by the Client with the Users' Service access data shall be the Client's responsibility.
- The Client shall be responsible for securing the Users' Service access data appropriately. The Client shall be liable for unauthorized persons' coming into possession of the Users' Service access data.
- In a given settlement period, the Client can use a number of automatically generated calls (connection limit) specified in the Price List for the selected Variant.
- Calls within the call limit not used in a given settlement period shall not be carried forward to subsequent settlement periods.
- In the case of using up the call limit in a settlement period, the Service shall switch to the After-Hours Mode.
- During the subscription period, the Client may purchase additional calls above the limit specified for the ordered Variant. Fees for additional calls are set out in the Price List. The Provider shall activate additional calls once the fee has been paid. Additional calls not used in the settlement period in which they have been bought shall not be carried forward to subsequent settlement periods.
- For 14 days after the end of the period of using the Demo Service referred to in Article 6 of the Rules and Regulations or after the end of the subscription period, the Client may use the Service in the After-Hours Mode.
- The Provider reserves the right to develop and update the Focus SiteCall platform in order to improve and optimize quality of the Service provided, in particular, by adding new free or payable functionalities. The Provider shall notify the Client of any updates to and changes in the Service in a message sent to the Client within the Focus SiteCall platform or to the email address of the Administrator or Contact Person.

Article 9 Payment Terms

- The Client shall be obliged to pay the fee for the selected subscription period of the Service according to the Variant ordered.
- The fee shall be paid in advance for the entire subscription period.
- The net fee amount is specified in the Price List. Fees due to the Provider shall be increased by goods and services tax (VAT) in an amount following from applicable regulations.
- Payment of the fee shall be a prerequisite for activation of the Service.
- Available payment methods are described in the Subscription tab.
- The Client may make payments on its own or may consent to the Provider collecting the fee automatically (in particular, by charging a card or through a transfer order). The Client may withdraw the consent for the Provider to collect the fee automatically at any time effective from the next settlement period.
- In the case where the Provider collects the fee automatically, the fee shall be collected on the last day of the subscription period preceding the subscription period for which the fee is paid. If for any reason (lack of funds, refusal from the bank, etc.), it is impossible to collect the fee automatically from the Client, the Provider shall make the second attempt, and if that attempt is unsuccessful, the Provider shall inform the Client about the inability to collect the fee and the resulting effect in the form of failure to renew the subscription.
- The fee shall be paid when it is credited to a bank account of the Provider or an organizer of the online payment system, cooperating with the Provider (payment operator).
- The settlement period shall be a period of 30 days starting from the Activation Date.
- The Provider shall issue a VAT invoice once the fee has been paid.
- VAT invoices shall be issued and sent by the Provider electronically in the PDF format to an email address of the Contact Person.

Article 10 Provider's Obligations

- The Provider undertakes to activate and provide the Service in the Variant as specified in an Order.
- The Provider shall not be held liable for any damage to the Client that may be a result of using the Service or the manner of using the Service.
- The Provider undertakes to notify the Client electronically 24 hours in advance of the need to perform necessary maintenance work on the Focus SiteCall platform, indicating the duration and specification of the work. Such maintenance work shall be performed between 10:00 pm and 7:00 am.
- The Provider shall not be held liable for the quality of calls related to the quality of the Client's Internet connections, the processing power of CPUs in the Client's devices or features of other devices used by the Client.
- The Provider shall be entitled to suspend the provision of the Service if the Client uses the Service in breach of the principles defined in the Agreement, Rules and Regulations, applicable laws or best practices. The Provider shall be entitled to suspend the provision of the Service regardless of the subject matter and extent of the breach.
- In the cases referred to in paragraph 5 above, the Provider shall be obliged, prior to suspending the provision of the Service, to request the Client to duly perform its obligations or discontinue the breaches within a set time limit not shorter than 1 Working Day. However, the Provider shall be entitled to suspend the provision of the Service with immediate effect if the Client breaches its obligations grossly, as a result of which the Provider risks incurring a loss.
- Resumption of the provision of the Service shall be fully dependent upon the Client's compliance with the Provider's request referred to in paragraph 6.

Article 11 Client's Obligations

- The Client undertakes to use the Service on its own and for the purpose of the Client's own business activity. In particular, the Client shall not be authorized to make the Service available in any manner to third parties, in whole or in part. Entities belonging to the Client's group of companies shall not be considered third parties.
- The Client shall be obliged to use the Service in accordance with its intended use.
- The Client shall be fully and exclusively liable for the manner of using the Service. The Client shall also be solely liable for using the websites where the code generated in the Service is used as well as for all the content uploaded and conversations made when using the Service.



- The Client undertakes to use the Service and, in particular, the Focus SiteCall functionality consisting in storing data on the Provider's servers in compliance with all legal requirements concerning personal data protection.
- The Client undertakes to publish any content in the Service Widget in accordance with applicable laws and regulations, in particular, considering all legal requirements on the protection of personal data.

Article 12 Personal Data

- In connection with the Client's access to personal data within the meaning of Article 4(1) of the GDPR, the Parties agree to conclude an agreement on entrusting personal data for processing on the terms specified in this Article.
- The Client represents that it is a controller within the meaning of Article 4(7) of the GDPR of personal data referred to hereinbelow.
- The Provider represents that it has sufficient infrastructural resources, experience, knowledge and qualified personnel to enable due performance of the agreement on entrusting personal data for processing in compliance with the GDPR and Polish legislation, in particular Polish personal data protection regulations.
- For the purposes of performing the Agreement, the Client entrusts the Provider with personal data of the following categories of people:
 - Users' data;
 - data of the Client's customers, potential customers, customers' persons of contact;
 - data of other people, which will be allowed by the Provider to be entered into the resources of the Focus SiteCall platform.
- In order to perform the Agreement, the Client entrusts the Provider with the following categories of personal data of people indicated in paragraph 4 above, entered in the Focus SiteCall platform by the Client or Users (hereinafter referred to as the "Data") for processing purposes:
 - first name and surname;
 - email address;
 - address of residence/ for correspondence;
 - phone number;
 - PESEL (personal identification number);
 - NIP (tax identification number);
 - REGON (statistical identification number);
 - position;
 - place of employment.
- For the purposes of performing the Agreement, the Provider shall be entitled to store the Data, make backup copies of the Data, compile the Data, transmit the Data, delete the Data and perform other activities on the Data required for the due performance of the Agreement by the Provider.
- The Provider undertakes to process the Data in compliance with the GDPR, Polish regulations, in particular Polish personal data protection regulations, the Agreement and the Rules and Regulations.
- The Provider undertakes to process the Data only if instructed by the Client (on the basis of the Agreement or another statement submitted by the Client to the Provider, based on the GDPR provisions, in writing or in document form), which shall also apply to transferring the Data to a third country or an international organization, unless the Provider is obliged by applicable law to process the Data outside the scope of the Agreement or the Client's statement referred to above. The Provider shall inform the Client each time in writing or in document form – before it starts to process the data – about such legal obligation unless applicable provisions prohibit it from communicating such information on the basis of an overriding reason of public interest.
- The Provider undertakes to apply, throughout the term of the Agreement, appropriate technical and organizational measures to ensure a level of security appropriate to the risk of violation of the rights and freedoms of natural persons whose Data will be processed, and to ensure compliance with the principles of data protection by design and by default.
- The Provider undertakes to support the Client (in particular, by using appropriate technical and organizational measures) in the performance of the obligation to respond to requests from Data subjects concerning the exercise of their rights specified in Chapter III of the GDPR. The Parties' cooperation in the scope specified in the preceding sentence should take place in a form and within a timeframe that enables the Client to perform such obligations. With respect to performing this obligation, the Provider shall be obliged, in particular, to provide information and disclose the entrusted Data (or copies thereof) at the Client's request within 7 working days, in a form agreed upon by the Parties. The Provider shall also inform the Client without delay, but not later than within 7 working days, about any request submitted to the Provider concerning the exercise of the rights of a person whose Data has been entrusted to the Provider by the Client. The Provider shall not respond to such request without the Client's prior consent or explicit instruction.
- The Provider undertakes to assist the Client in ensuring compliance with the obligations laid down in Articles 32 to 36 of the GDPR.
- The Provider undertakes to make available to the Client, at the Client's request, within 7 working days, all information necessary to demonstrate the Provider's compliance with the obligations arising from the relevant GDPR provisions.
- The Provider undertakes to inform the Client forthwith if, in the Provider's opinion, the Client's instruction given in connection with the Data processing by the Provider constitutes a breach of the GDPR or other national or EU personal data protection regulations.
- If the Provider incurs additional costs in the course of performing the obligations referred to in paragraphs 10, 11 and 12 above, the Parties shall agree on the manner of covering them under a separate agreement.
- The Provider undertakes to inform the Client forthwith if a competent supervisory body takes any actions in relation to the Provider concerning control of the Data processing.
- The Provider shall obligate the persons whom it authorizes to process the Data to keep the Data and the ways of their protection confidential, as well as to comply with the personal data protection standards laid down in the GDPR and in the Rules and Regulations.
- The Provider may transfer the Data for processing purposes to another entity (Provider's subcontractor) without prior written consent of the Client (general consent of the Client). The Provider shall inform the Client, in writing or in document form, about all intended changes concerning addition or replacement of the Provider's subcontractors referred to above. The Client may object to the aforementioned changes within 3 days of receiving such information. The Client's statement of objection must be made in writing or in document form or else shall be null and void. If the Client does not object to the changes within the deadline specified above, the aforementioned changes shall be considered accepted by the Client.
- If the Data is transferred further to other entities for processing, the Provider undertakes to impose on these entities the same obligations concerning data protection and maintaining confidentiality of the Data and the ways of protecting the Data as the ones imposed on the Provider according to the provisions of the Rules and Regulations.
- The Client shall be entitled to inspect (audit) whether the Provider processes the Data in compliance with the provisions of this Article and personal data protection regulations, in particular the GDPR.
- An inspection (audit) referred to in paragraph 19 above may be carried out on condition that the Provider has been notified of the inspection (audit) in writing at least 7 working days before the planned date of the inspection (audit). The notification referred to above must be made by the Client in writing or in document form or else shall be null and void.
- An inspection (audit) shall be carried out on a date agreed upon by the Parties after the Provider has received the notification referred to in Paragraph 20 above.
- The Provider shall enable the Client or an auditor authorized by the Client to inspect (audit) the Data processing process and shall collaborate with the Client or an auditor authorized by the Client in such inspections (audits). The provisions of paragraphs 13 and 14 above shall apply accordingly.
- The Client shall prepare an inspection (audit) report and deliver a copy thereof to the Provider within 3 days of completing the inspection (audit).
- The Provider may submit objections to the report referred to in paragraph 23 above within 7 working days of receiving the report.
- The Provider shall notify the Client in writing or in document form without delay, but not later than within 48 hours of becoming aware, of any event concerning the Data processing that may be classified as a personal data breach, to the email address of the Contact Person, together with information about the form of the breach, its consequences and measures taken by the Provider to minimize the consequences of the Data breach and to prevent a similar breach in the future.
- If the Provider is not able to provide the Client with complete information within the deadline specified in paragraph 25 above, the Provider shall provide the Client with the information it holds and indicate when it will provide the complete information.
- A personal data breach shall mean a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed at the Client's request.
- The Provider shall not be liable for the processing of personal data entered in the Focus SiteCall platform by the Client or Users outside the scope indicated in paragraph 5 above.
- If the Provider or persons or entities engaged by the Provider breach the provisions of the GDPR, Polish personal data protection regulations or the Agreement or Rules and Regulations, resulting in civil, penal or administrative liability of the Client, the Provider shall be obliged to redress the damage suffered by the Client in relation with the above. The provisions of Article 14(1) hereof shall apply accordingly.
- The Data may be processed hereunder only during the term of the Agreement.

Article 13 General Rules on Parties' Liability

- The Parties shall be liable to each other for non-performance or improper performance of their obligations arising under the Agreement. However, in the case of inadvertent damage to the other Party, the liability shall be limited to the amount of loss actually incurred. Liability for damage caused inadvertently to the extent of lost profits shall be excluded.
- The Parties shall not be liable for non-performance or improper performance of the Agreement due to Force Majeure.

Article 14 Provider's Liability

- Subject to mandatory provisions of law, any liability of the Provider for non-performance or improper performance of the obligations arising under the Agreement shall be limited to an amount equivalent to the fee due for a 30-day subscription of the Service (regardless of the subscription period ordered by the Client) in the Variant selected by the Client.
- The Provider shall be liable for the availability of the Service on the terms specified in the Rules and Regulations.
- The Provider shall not be liable for:
 - unavailability of the Service rendered by the Provider caused by the fact that the equipment or software used by the Client does not meet the technical parameters required to use the Service, resulting in non-performance or improper performance of a Service, in particular, a failure to meet the minimum requirements described in Articles 3 and 4 hereof;
 - non-performance or improper performance of the Service, resulting exclusively from acts of the Client or a person for whom the Provider is not responsible;
 - non-performance or improper performance of the Service as a result of a malfunction of systems and telecommunications networks other than the Provider's network;
 - any acts of the Client or third parties connected with sharing the access data to the Service or obtaining the same from the Client or User without authorization;
 - any loss suffered by the Client as a result of the Provider's suspending provision of the Service for the reasons specified herein.

Article 15 Client's Liability

- If the Client is in breach of the obligations hereunder, the Provider shall request in writing or by email that the Client perform properly its obligations hereunder within 3 Working Days. After the lapse of this period, the Provider shall be entitled to suspend the provision of the Service until the Client complies with obligations arising under the Agreement, which shall mean, in particular, adjusting the manner of using the Service to the requirements of the Agreement and remedying the effects of the breaches to date.
- The period of suspension of the provision of the Service shall be included in the subscription period (i.e. the term of the Agreement). The Client shall be obliged to pay the fees in their full amount for the period during which the Service was suspended through the fault of the Client.
- Before suspension of the provision of the Service, not later than 3 Working Days before the planned suspension of the provision of the Service through the fault of the Client, the Provider shall notify the Client of the situation in writing or via email and request that the Client comply with the obligations arising under the Agreement. However, the Provider shall be entitled to suspend the provision of the Service if the Client grossly breaches the provisions of the Agreement, as a result of which the Provider risks incurring a loss.

Article 16 Term and Termination

- The Agreement shall be concluded for a subscription period, which is a definite period regardless of the method of paying fees for the Service selected by the Client.
- As at the day of entry into force of the Rules Regulations, the Provider offers two subscription periods:
 - a 30-day subscription,
 - an annual subscription counted as 12x30 days (360 days).
- If other subscription periods are added to the offer, the Provider shall specify them in the Subscription tab. To new subscription periods, in the absence of other regulations, the provisions of the Rules and Regulations concerning the periods referred to in paragraph 2 above shall apply accordingly.
- A subscription period is counted from the Activation Date, where the Activation Date shall be included in the subscription period.
- Subject to mandatory provisions of law, the Client waives the right to terminate the Agreement during the subscription period.
- The Provider shall be authorized to terminate the Agreement without notice (terminate the subscription period with immediate effect) if the Client breaches the provisions of the Agreement, in particular, in the case where the Client uses the Service at variance with Article 11 hereof.
- The Client shall be entitled to terminate the Agreement without notice (terminate the subscription period with immediate effect) if the Provider grossly defaults on its obligations under the Rules and Regulations, following a prior request to remedy such defaults and the setting of an additional 7-day period to remedy such defaults.
- In the event where after the end of the current subscription period but before the Provider deletes the Client's account, the Client submits an Order and pays for the subsequent subscription period, a new Agreement shall be concluded and the subscription period shall be counted from the Activation Date.
- When the Agreement is terminated due to the end of the subscription period, the Client shall be obliged to export on its own the data stored on the Focus SiteCall platform to an external data carrier during the period when the Service is available in the After-Hours Mode (Article 8.12 hereof). Following the lapse of that period, the Client's data shall be deleted. Moreover, after that period, the Provider shall destroy any and all information that may be used to restore the contents of the Data, in whole or in part, including removing any existing copies of such Data unless it is obliged to store them by laws and regulations.
- On the day of termination of the Agreement according to paragraph 6 or 7 above, the Client's access to the Service shall be blocked. The Client's data stored on the Focus SiteCall platform shall be released to the Client at a request submitted within 14 days of the date of termination of the Agreement at the latest. Following the lapse of that period, the Client's data shall be deleted. Moreover, after that period, the Provider shall destroy any and all information that may be used to restore the contents of the Data, in whole or in part, including removing any existing copies of such Data unless it is obliged to store them by laws and regulations. If the Client submits a timely data release request, the Provider shall release the data to the Client within 14 days of the date of the request at the latest.

§ 17 Extension of the Term of the Agreement and Change of the Service Parameters

- Within 7 days prior to the end of the subscription period, Client may order and pay for another subscription period identical to the current subscription period and with the identical Variant. In this case, payment of the fee for the subsequent subscription period shall extend the term of the Agreement for the subsequent subscription period.
- During a subscription period, the Client may change:
 - the subscription period,
 - the Variant,
 - according to the following principles:
- In the case where the Client uses:
 - A 30-day subscription, the Client may change the Variant to a higher one at any time during the subscription period. The change of the Variant shall be made through the Administrator Panel. The change of the Variant shall result in the extension of the term of the Agreement until the end of the new subscription period and the expiry of the existing subscription without refund of the fee to the Client. At the same time, until the day on which the existing subscription would have expired (but for the change of the Variant), the Client may use calls unused under the existing subscription until the change of the Variant;
 - An annual subscription, the Client may change the Variant to a higher one at any time during the subscription period. It shall be impossible to change the Variant via the Administrator Panel; instead, the Provider shall be contacted. The change of the Variant shall result in the extension of the term of the Agreement until the end of the new subscription period and the expiry of the existing subscription. Until the end of the current settlement period (i.e. the settlement period in which the Client has changed the Variant), the Client may use calls unused under the existing subscription available in that settlement period until the change of the Variant. Moreover, the Provider shall refund the fee paid by the Client for the existing subscription on a pro rata basis, where the refund shall apply only to full, not started settlement periods of the existing subscription.
- In the case where the Client uses a 30-day subscription:
 - At any time during the subscription period, the Client may change the subscription period to an annual one with a simultaneous change of the Variant to a higher one; to this change, the provisions of paragraph 3 point 1) above shall apply accordingly; the change may be made via the Administrator Panel;
 - At any time during the subscription period, the Client may change the subscription period to an annual one, if the Client remains with the existing Variant – in this case, the change of the subscription period shall be treated as a new Order and shall take effect after the end of the existing subscription period; the change may be made via the Administrator Panel.
- In the case where the Client uses an annual subscription:
 - At any time during the last settlement period, the Client may change the subscription period to a 30-day period if such change involves a simultaneous change of the Variant to a higher one – to this change, the provisions of paragraph 3 point 1) above shall apply accordingly; the change may be made via the Administrator Panel;
 - The Client may change the subscription period to a 30-day subscription 7 days prior to the end of the subscription period, if the Client stays with the existing Variant – in this case, the change of the subscription period shall be treated as a new Order and shall take effect after the end of the existing subscription period; the change may be made via the Administrator Panel.
- All the dispositions of changes referred to in this Article shall, in case of doubt, constitute new Orders within the meaning of the Rules and Regulations.
- When in doubt in the said cases in which the subscription period or Variant changes during the term of the Agreement, rebates previously granted by the Provider shall be canceled.
- Any change of the Variant to a Variant lower than the one used by the Client, regardless of whether it involves a change of the subscription period, shall be possible only after contacting the Provider and agreeing upon the terms of such change.



Article 18 Rights to the Service

1. All rights to the Focus SiteCall platform shall be held by the Provider.
2. It is prohibited to permanently or temporarily reproduce, in whole or in part, translate, adapt, change the layout of or make any other alterations in, including in order to remove errors, as well as disseminate the Focus SiteCall platform or any applications within the Focus SiteCall platform.
3. In a situation where the use of a given functionality of the Focus SiteCall platform requires installation of the Provider's software or a specific component of the Provider's software on a server or other equipment of the Client, the Provider authorizes the Client, to the extent necessary, to reproduce the software or its component solely for the purposes of using the Service in accordance with the Agreement. The authorization shall be granted for the time of use of the functionality which requires such installation.
4. The Focus SiteCall platform, along with its modifications, updates and any documentation, shall constitute a business secret of the Provider.

Article 19 Complaint Procedure

1. The Client may file a complaint in the case of:
 - 1) failure to meet the Service activation deadline through the fault of the Provider;
 - 2) non-performance or improper performance of the Service;
 - 3) incorrect calculation of fees due for the Service provision.
2. A complaint should specify, in particular:
 - 1) the Client, in a manner enabling its identification;
 - 2) the type of the Service to which the complaint pertains;
 - 3) the subject of the complaint and the period to which the complaint pertains;
 - 4) the circumstances justifying the complaint;
 - 5) the date of payment for the Service and the actual date of activation of the Service – in the case of the complaint referred to in paragraph 1 point 1) above;
 - 6) a detailed description of non-performance or improper performance of the Service;
 - 7) the contact data of the person submitting the complaint on behalf of the Client;
 - 8) the amounts due – if the Client requests a payment.
3. A complaint may be submitted and sent:
 - 1) in writing to the Provider's address with a note: "Focus SiteCall service complaint";
 - 2) by fax to fax no. +48 222 128 615; or
 - 3) by electronic mail to the email address: bok@focustelecom.pl.
4. In the course of examination of a complaint it turns out that additional information must be provided, the Provider shall request that the Client provide such information within 3 Working Days. If the Client fails to meet this deadline, the complaint shall be left unexamined and the Provider shall notify the Client thereof.
5. A complaint may be filed within 1 month of the last day of the settlement period during which an event has occurred that forms the basis for the complaint.
6. The Provider shall examine the complaint within 30 days of its delivery or of the delivery of any additional information, if requested, and shall send the response to the Client in writing or in the electronic form, indicating the decision and its justification.
7. A complaint submitted after the deadline referred to in paragraph 5 shall be left unexamined, and the Provider shall notify the Client thereof without delay.

Article 20 Service Level Agreement

1. The scope of the provided Service is specified in Article 22 below and the level of availability of the Service – in Article 23 below.
2. Failures are assigned priorities by the Provider according to Article 24 below.

Article 21 Failures

1. Failures may be reported by the Client or any User using the Service.
2. Failures shall be reported in accordance with Article 25 hereof.
3. After receiving a Failure notice, the Provider shall take action aimed at establishing the priority of the Failure and shall notify the Client via electronic mail of the receipt of the notice and the assigned priority. The Provider shall establish the priority of the Failure within 30 minutes of confirming the receipt of the Failure notice.
4. When the Provider needs additional information, access to the Client's data or equipment or the Client's cooperation in establishing the priority of the Failure, the Provider shall turn to the Client with a relevant request. The Response Time shall be extended by the duration of the Client's actions.
5. After establishing the priority of the Failure, the Provider shall proceed to remedy the Failure within the Repair Time.
6. If the Provider needs additional information, access to the Client's data or equipment or the Client's cooperation in remedying the Failure, the Provider shall turn to the Client with a relevant request. The Repair Time shall be extended by the duration of the Client's actions.
7. The Failure shall be remedied in particular by:
 - 1) restoring the Service to the condition from before the occurrence of the Failure;
 - 2) restoring the Service to its intended operation; or
 - 3) if necessary, restoring data and configuration files from a backup copy.
8. If it is determined that an Incident has occurred, the Provider shall notify the Client during the Repair Time of the situation and its inability to restore the previous condition. Notification of an Incident shall be treated as remedy of the Failure.
9. If the Provider finds that the Failure is caused by factors non-attributable to the Provider, in particular, factors attributable to the Client or third parties for which the Provider is not responsible, the Provider shall notify the Client thereof and discontinue maintenance work.
10. If the Client reports a Failure and the Failure is caused by factors referred to in paragraph 9 above, the Client shall pay the Provider a maintenance fee equal to the product of the number of man-hours and the maintenance work man-hour rate equal to PLN 150 (say: a hundred and fifty Polish zlotys) net. The number of man-hours and the fee due on this account shall be presented to the Client in the form of a cost estimate and the Provider shall not start maintenance work until such estimate is accepted.

Article 22 Provision of Maintenance Services

1. The Provider shall render maintenance services on Working Days between 8 am and 6 pm.
2. The Provider shall receive Failure notices during the maintenance service time. The Response Time and the Repair Time shall be calculated during the maintenance service time.

3. Depending on the Failure priority assigned in accordance with Article 24 hereof, the Response Time and Repair Time shall be as follows:

- a) S1: Response Time: 4hrs; Repair Time: NWD;
- b) S2: Response Time: 8hrs; Repair Time: 7WD
- c) S3: Response Time: NWD; Repair Time: 21WD

WD – Working Day

NWD – next Working Day

Article 23 Service Availability

1. The Service availability shall amount to 99.8%
2. In the case of exceeding the Repair Time, the Provider shall pay the Client a contractual penalty in the amount of 1/30 of the fee for a 30-day subscription of the Service (regardless of the subscription period ordered by the Client) in the Variant selected by the Client – for each day when the Service is unavailable.
3. Service availability shall be understood as operation of the Service without a Failure, determined on an annual basis.
4. Service unavailability shall be measured in full hours.
5. Service unavailability shall be counted from the moment of reporting a Failure by the Client.

Article 24 Assigning Priorities to Failures

1. Failures shall be assigned priorities in accordance with the following table:
 - 1) S1: Inability to perform basic operations, e.g.:
 - a) no automatic connection of calls made between the Agent and a person visiting the website;
 - b) no possibility to log into the Administrator Panel;
 - c) loss of call recordings for call recording systems.
 - 2) S2: Minor impact on business activity.
 - 3) S3: No impact on core business activity, e.g. problems with individual Agents, small improvements in certain functionalities required.

Article 25 Reporting Failures

1. The Client may report Failures by phone to the following number or by email to the following email address:
 - 1) Hotline: + 48 222 289 289 or +48 222 309 309
 - 2) email address: bok@focustelecom.pl
2. The Provider shall have the right to change the telephone number or email address used for reporting Failures. The Provider shall notify the Contact Person electronically of such changes in advance.

Article 26 Amendments to the Rules and Regulations and Changes of the Prices List

1. The Provider shall be entitled to amend the Rules and Regulations. The Provider shall inform the Client of its intention to amend the Rules and Regulations by sending a message to the Contact Person's email address, specifying the date from which the amendments to the Rules and Regulations are to take effect.
2. If the Client does not accept the amendments, the Client shall be authorized to terminate the Agreement (end the subscription period) by submitting a notice electronically to the Provider's email address within 14 days from the date of receiving such information on the amendments hereto effective on the day of introduction of the amendments by the Provider.
3. Amendments to the Rules and Regulations shall become effective on the date specified by the Provider, provided that the notice period referred to in paragraph 2 has expired without effect.
4. The Provider shall be entitled to introduce changes in the Price List. The Provider shall inform the Client about the changes in the Price List by placing information in the Subscription tab.
5. The changes in the Price List shall take effect as of the date indicated by the Provider. The changes in the Price List shall apply to Orders placed after the effective date of the changes in the Price List.

Article 27 Contact

1. The Provider's email address for contact shall be: bok@focustelecom.pl.
2. The Client's email address for contact shall be an email address of the Contact Person.
3. Any and all statements and notifications of either Party, including complaints, may be made in writing or in electronic form, unless this Agreement or the provisions of law require written form or other special form.
4. Any and all statements and notifications of either Party, including complaints, may be submitted from and to the email addresses indicated in paragraph 1 above. The preceding sentence shall be without prejudice to the right to make and receive statements by authorized bodies or other representatives of the Parties.
5. The Parties shall inform each other about changes of the email addresses for contact as well as changes of their registered address. In the case of failure to meet this obligation, correspondence sent to the last address shall be considered effectively delivered.
6. Each of the Parties undertakes that only people authorized by that Party shall have exclusive access to the electronic mail accounts under the email addresses specified in paragraph 1 above. The Parties undertake that the email accounts under the email addresses specified in paragraph 1 above shall be adequately secured against unauthorized access.

Article 28 Final Provisions

1. The Provider reserves the right to change the trade name of the Service at any time. Such change, if it does not involve a change in the terms of providing the Service, shall not constitute an amendment to the Agreement or the Rules and Regulations. The Provider shall notify the Client of such change by email.
2. The Rules and Regulations and the provision of the Service by the Provider shall be governed by the Polish laws.
3. Any disputes shall be settled by the court competent for the Provider's registered office.
4. If one or more of the provisions hereof prove invalid or unenforceable by virtue of law, the remaining provisions shall remain in force, and the Parties shall undertake negotiations aimed at amending or supplementing the Rules and Regulations as appropriate.
5. Should the Client or the Provider fail to exercise their rights arising under the Rules and Regulations, this shall not constitute or be considered as a waiver of such rights.
6. The Provider may quote the Client's name in the Provider's advertising and marketing materials and referrals.
7. These Rules and Regulations shall apply to Agreements signed starting from 15 September 2018.