

e-point SA

Terms of Service

PLEASE READ ALL OF THE FOLLOWING TERMS OF SERVICE BEFORE USING THIS WEBSITE

A) General Terms

1. These Terms of Service ("ToS") govern user access to and use of the ActiveForms service available at <https://admin.ent.activeforms.com/> (collectively referred to as "Service").
2. Service is intended solely for the entity and all rights under these conditions are granted only for the entity, who is not a consumer within the meaning of Article 22¹ of the Civil Code. If User is a consumer, please stop using the Services.
3. A contract between the User and e-point SA is concluded by activating the User's account. Activating the account is concluded by filling in a dedicated registration form and the acceptance of the ToS by the User.
4. These ToS (and documents mentioned below) are the entire and exclusive agreement between e-point SA and the entity that uses the Service (the "User"), unless a separate agreement in writing regarding the Service was made. In the event of a discrepancy between the agreement and these ToS, the agreement shall prevail over the ToS.
5. The Service is operated and provided by e-point SA, situated at ul. Filona 16, 02-658 Warsaw, Poland, entered in the register of entrepreneurs maintained by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register under the number 0000024163, NIP [Taxpayer. ID no.] 5213096914. If you have any questions regarding the Service, please contact us (support@activeforms.com).
6. Any complaints regarding the use of the Service should be reported via email to support@activeforms.com. e-point SA will review complaints within 14 days of receipt.

B) Using of Service

1. The using of the Service requires setting up and the maintenance of an active User account. An active User account is linked to a unique web address ("Base URL") that enables publishing of forms via the Internet.
2. The using of the Service is in paid model. The fees for the use of the Service, payment policies and the scope of the functionality of User account are included in the offer.

3. e-point SA may allow the free of charge use of services to NGOs (non-profit) such as foundations, associations, public interest organizations, student organizations. The NGO should send the request by email to support@activeforms.com.
4. ActiveForms service is a software provided to you as a service (Software as a Service) with the functionality described in the document. In particular, the service is run in a web browser and to work properly it requires from the User:
 - a. a public connection to the Internet;
 - b. for the user filling the form - a modern web browser with a SSL secure transmission, Javascript and Cookies activated, and for the administrative part of the current and 5 previous versions- Firefox or Chrome web browsers;
5. Subject to paragraph 7 below, User has the right to use the Service in accordance with its intended purpose, i.e. to create and publish forms for data collection and his own needs, provided that the action does not affect the general provisions of law and the rights of third parties.
6. User has the right to use the paid version of the Services as part of his online projects and as part of the solution offered commercially to third parties.

C) Intellectual property

1. This Service is protected by copyrights, industrial property, international treaties, and/or other proprietary rights and laws of the Republic of Poland. When using the Services, User agrees to abide by all applicable copyrights and other laws including industrial property law.
2. The Service has been developed, compiled, prepared, revised, selected, and arranged by e-point SA and constitutes intellectual property of e-point SA. All present and future intellectual property rights existing in or in relation to the Service are reserved to e-point SA for its exclusive use. Intellectual property rights mean all patents, trademarks, rights associated with works of authorship, including copyrights, rights relating to the protection of trade secrets and confidential information and any other proprietary rights relating to intangible property, e-point logo, and other graphics, logos and service names belong to e-point. They may not be used without prior permission of e-point.
3. Except as specifically permitted by the ToS, User cannot copy or make any use of the Service or any portion thereof. Except as specifically permitted

herein, you shall not use the Service for any purpose without prior written approval of e-point SA.

4. User does not acquire any rights to the Service or its features, except as expressly set out in these ToS.

Use of the Service does not include the right to modify the programming code, disassemble, decompile or perform activities intended to get to know or reconstruct the source code of the Service. It does not include the right to sublicense, assign or transfer the Service to any third party.

D) Restriction of Use

1. User cannot use the Service for any illegal purpose or in any manner inconsistent with this ToS.
2. User has no right to use the Service to:
 - a) provide any illegal content,
 - b) transmit, or otherwise make available any content that violates any applicable laws or regulations or is harmful, threatening, abusive, harassing, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
3. User of free of charge Service may use it only for personal usage and for their own benefit, not for resale, transfer or sale. Service cannot be used by any other person or entity.
4. While using the free of charge Service, User agrees to leave in the footer of the generated form a visible link: „Powered by ActiveForms“.

E) Disclaimer and Limitation of Liability

1. Access to and use of the Services is at your own risk. Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, E-POINT DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. e-point SA will not be responsible or liable for any harm to User's computer system, loss of data, or other harm that results from User access to or use of the Services. We make no warranty that the Services will meet User requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from e-point SA or through the Services, will create any warranty not expressly made herein.

2. e-point SA does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by e-point SA or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage User may suffer as a result of such destructive features. e-point SA, its directors, officers, employees, representatives shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of e-point SA or its directors, officers, employees, representatives or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against e-point SA by any other party; or (ii) any fault, inaccuracy, omission, delay, or any other failure in the Service caused by User computer equipment or arising from your use of the Service on such equipment. The content of other websites, services, goods, or advertisements that may be linked to the Service is not maintained or controlled by e-point SA. e-point SA is therefore not responsible for the availability, content, or accuracy of other websites, services, or goods that may be linked to, or advertised on the Service.
3. Without prejudice to point 2, the total and aggregate liability of e-point to the User or any third party shall be limited to the amount of fees paid by the User for the services during ... month period preceding the event that gave rise to the claim.
4. The User is solely liable for any breach of laws or rights of third parties in relation to use of the Service. If any claims related to use of the Service by the User were addressed by e-point the User agrees to release e-point from any liability in this respect, and to pay to e-point all reasonable and documented expenses borne by e-point in this respect.
5. E-point does not represent or warrant the accessibility of the Service and temporary suspension of access to the Services may occur without notice for reasons beyond our control. The User agrees that e-point will not be liable in any way for the termination, suspension, interruption, delay of any of the Services.
6. The User is solely responsible for obtaining, paying for, repairing and maintaining of all of the equipment, hardware, software, services and materials that are required to access the Services.

F) Suspending and closing User account

1. The contract for the use of the Service is concluded for an indefinite period and it may be terminated by e-point with a two months' notice.
2. In case of breach of the ToS by the User or delays in payment of more than 30 days the contract may be terminated by e-point with immediate effect.

3. Termination of the contract means closure of the User account. In the event of termination of the contract the User is obliged to immediately discontinue the use of the Service.
4. e-point SA has the right to suspend User account in any time without prior notice, especially in the case of:
 - a. breach by User of these ToS or applicable law;
 - b. delay in payment for the use of the Service of more than 14 days;
5. User may close his account at any time.
6. Closing User account means that all data associated with User account is automatically deleted, except for data on the number of completed forms and the names, as well as data collected by the system backup, which data will be gradually overwritten by new data until it is completely blurred.

G) Personal data collected through the forms

1. User is the personal data controller within the meaning of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002 No. 101, item. 926 with later amendments) collected by the forms of the service and is responsible for the obligations regarding the status of the administration of personal data.
2. User is responsible in particular for: obtaining the consent of the person whose data is subject to processing, obtaining other necessary consents, and for the fulfillment of reporting obligations with respect to such person, in particular for informing the person to whom the data relates to about the administration of personal data, data collection, and the right to access this data and correct or erase it.
3. By publishing the form User entrusts e-point with processing collected personal data in order to and to the extent required to provide the Service.

H) User personal data

e-point SA is the controller of the personal data provided by User in the meaning of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002 No. 101, item. 926 with later amendments). Personal data relating to the User's account or communicated in the course of providing the Service to User will be processed in order to perform the Service and to fulfill legitimate objectives of e-point SA. User has the right to access and correct the data.

I) Modifications

1. By activating an account within the Service the User acknowledges and accepts the ToS.
2. The ToS can be amended by the sole decision of e-point through the publishing of a new version of the ToS on the website of the Service. In this case, the amendments will take effect from the month, following the month in which the amended ToS were published.
3. By continuing to access or use the Services after revisions come into effect, User agrees to be bound by the revised Terms.

J) Governing Law

1. If any provision of any of the ToS is held to be unlawful, invalid or unenforceable, the provision shall be deemed severed and the validity and enforceability of the remaining provisions of the ToS shall not be affected.
2. Any dispute arising out of or in connection with the ToS shall be submitted to the Polish court having jurisdiction over e-point, in accordance with the Polish law.
3. to the Polish court of jurisdiction for e-point, in accordance with Polish law.