

# REGULATIONS FOR PROVIDING SERVICES BY ELECTRONIC MEANS (hereinafter referred to as the “Regulations”)

## DEFINITIONS

1. In this document the following terms shall have the following meanings:
  - a) **“Service Provider”** - means the entity as referred to in Clause 1(1) below;
  - b) **“Customer”** - means a natural person, a legal person or an organisational entity without legal capacity that uses the service as referred to in the Regulations;
  - c) **“Service”** or **“Services”** - means a service or services as referred to in Clause 2 hereof;
  - d) **“Party”** or **“Parties”** - means, as the context requires, the Customer or the Service Provider or both entities jointly;
  - e) **“E-Store”** - means the IT system available through the website available on the Internet at the following address [www.radiantviewer.com/store/](http://www.radiantviewer.com/store/) that enables, in a way as set forth in the Regulations, the purchasing of the licence for the Program downloaded on a trial basis but its integral element is the aforesaid document and other functional regulations concerning the e-store or orders (if made available in relevant tabs of the aforesaid portal or its sub-sites).
2. Whenever the Regulations include any legal or contractual definitions which are not defined herein, their content shall be defined by the following: the licence agreement available through the website available on the Internet at the following address [www.radiantviewer.com/terms/](http://www.radiantviewer.com/terms/) (hereinafter referred to as the **“Agreement”**) or the provisions of respective acts, in particular the Act of 18 July 2002 on Rendering Electronic Services, the Act of 30 May 2014 on Consumer’s Rights, and the Act of 23 April 1964 - Civil Code.
3. Whenever this document applies to any defined terms in the plural or in any grammatical case, those terms shall have the same meanings as the terms in the singular or in the aforesaid grammatical cases.

## Clause 1

1. The Service Provider shall be Medixant Maciej Frankiewicz with its registered office in Poznań, Promienista 25 (post code: 60-288 Poznań), Tax No: 6652527251, REGON No: 301679591, e-mail: [store@medixant.com](mailto:store@medixant.com)
2. The Regulations shall specify kinds, scope, and terms and conditions of providing electronic services, including any technical requirements necessary for the cooperation with the ICT system used by the Service Provider and the prohibition against the provision of any illegal content by the Customer whereas the Regulations shall be made available prior to conclusion of the Agreement through the website available on the Internet at the following address [www.radiantviewer.com/terms/](http://www.radiantviewer.com/terms/).
3. At the Customer’s request the Service Provider shall submit the Regulations in a form that enables the Regulations to be downloaded, recorded and printed out.
4. **The technical requirements** for using the aforesaid Services shall be as follows:
  - a) connection to the Internet;

- b) a web browser that displays on a computer screen HTML-based documents connected in the Internet by the www service that operates the Hyper Text Transport Protocol Secure (HTTPS).
5. The Service Provider advises that in case of the Services as referred to in Clause 2(a) hereof **upon finalising the order by the Customer in a way as referred to in Clause 3(3.2) hereof, the electronic Agreement is concluded remotely.** The Service Provider advises that in case of the Services as referred to in Clause 2(b) hereof **the electronic Agreement is concluded remotely upon selecting and approving the "Update Purchase" tab in the panel as referred to in Clause 3(3.3) hereof.**
  6. The Service Provider advises that methods of **adjusting any possible errors** in the implemented data are referred to in Clause 3(6) hereof.
  7. The Service Provider advises that due to the language version of the E-Store, the Agreements may be concluded in Polish or English. The concluded Agreement shall be recorded, secured in the IT system and, at the request, made available to the purchaser by e-mail provided when finalising the order.
  8. The Service Provider advises that **all the prices provided in the seller's polish-language version of the E-Store are gross prices.**
  9. The Service Provider advises that in case of downloading, installing or using the Program for trial purposes (free of charge), the Customer/User **shall lose his/her right to withdrawal from the Agreement made hereunder** (at the explicit consent of the consumer non-material digital content is begun to be provided before the expiry of the time limit for rescission).
  10. Any information on the functionality of the digital content as referred to in Clause 2 hereof and on technical protection measures and any significant interoperability of the digital content with hardware and software shall be available through the website on the Internet at the following address [www.radiantviewer.com/privacy/](http://www.radiantviewer.com/privacy/).
  11. The information made available by the Service Provider concerning the technical measures that prevent any unauthorised persons from acquiring and modifying any personal data shall be included in the declaration on personal data protection available via the Internet on [www.radiantviewer.com/privacy/](http://www.radiantviewer.com/privacy/).
  12. The Service Provider states that due to the public nature of the Internet the use of the Services may be subject to risks that may be minimised appropriately by meeting instructions available on the website: [www.radiantviewer.com/privacy/](http://www.radiantviewer.com/privacy/).
  13. The Customer Provider states that a list of the Services provided electronically and anonymously or under a nickname and terms and conditions on which the Service Provider allows use by the Customer the Services or pay for it are available on the website: [www.radiantviewer.com/privacy/](http://www.radiantviewer.com/privacy/).
  14. Unless otherwise specified herein, the Customer who needs to contact the Service Provider shall use the form available through the website available on the Internet at the following address [www.radiantviewer.com/contact/](http://www.radiantviewer.com/contact/) or use the electronic address as referred to in Clause 1(1) above.
  15. Each Customer shall comply with the provisions hereof upon taking actions aimed at using the Service. The User may, however, get familiar with the Regulations without being bound by them unless the aforesaid condition will have no place.
  16. The Service Provider shall provide the Customer with the permanent access to the up-to-date information as referred to in sections 11-14 above by means of the ICT system.

## SERVICES PROVIDED ELECTRONICALLY

### Clause 2

The Service Provider shall provide the following Services:

- a) granting the paid Licence (Licence Purchase) for the Program previously provided and used on a trial basis by the User/Customer;
- b) updating the Purchased Licence for payment for the subsequent period (licence update purchase) according to the terms and conditions as referred to in Clause 3(3) hereof.

## RULES FOR USING SERVICES

### Clause 3

#### 1. ORDERS

The Service Provider makes the Program available in versions offered on the sub-site of the E-Store. Prior to purchasing the Program, the Customer selects the Program version and provides a number of the Licences ordered, possibly the period for which the subscription is ordered, including - if provided for - the possibility of automatic renewal of the term license and payment for the renewed period. Following providing the above mentioned data, the order details and a total price shall be shown. On this sub-site the Customer may remove a specific product from the cart, approve the order (the selection is approved by clicking the **"Buy"** button) or not continue the order (leave the E-Store).

#### 2. ORDER FULFILMENT

To finalise the order approved in the aforesaid way, the Customer shall provide the relevant from shown on the sub-site data required for an invoice and final Customer's data provided that the Customer makes the Agreement for behalf of another entity (in this case, it is necessary to change the default option "Same as above" to "Enter different end-user data"), the Customer shall also read through the Agreement and the Regulations and fill in the "I have read and accept the Terms of Use and the Licence Agreement" box and then click the **"Proceed to checkout"** button. If the summary of the order shown following the aforesaid steps complies with the Customer's will, the Customer shall click the **"Process my order"** button. Following clicking the **"Send the order"** button the bank account number and the order summary shall be sent to the indicated e-mail, if the order is placed in the Polish language version of the e-store. If the order is placed in the English language version of the e-store, the Customer will be redirected to the secure payments service, Avangate, where the payment can be made using credit card/PayPal/bank transfer.

#### 3. LICENCE UPDATE AND REGISTRATION

The Licence update as referred to in Clause 2(b) hereof may be purchased following logging in to the "My Licenses" service available at [www.radiantviewer.com/store/mylicenses/](http://www.radiantviewer.com/store/mylicenses/), and then clicking the **"Purchase maintenance renewal"** link. Following this step, the further process of the order shall be carried out according to the aforesaid terms and conditions.

#### 4. PAYMENT METHOD

The payment to the Service Provider shall be made in the following way:

- a) **in case of citizens of the Republic of Poland** - the payment shall be made into **the bank account** set forth in the e-mail sent by the Service Provider following the completion of the order (if the payment is not made within the aforesaid period, the Service Provider shall request the Customer to make the advance payment within additional 48 (forty-eight) hours on pain of withdrawal from the Agreement and if the payment is not made, the Service Provider may cease to fulfil the order or withdraw from the Agreement).
- b) **in case of completing the order by persons not being citizens of the Republic of Poland** - via an e-commerce operator of electronic transactions, i.e. a special, secured and encrypted **on-line Internet applet** made available by the aforesaid operator (if the payment is not made within the aforesaid period, the Service Provider shall request the Customer to make an advance payment within additional 48 (forty-eight) hours on pain of withdrawal from the Agreement and if the payment is not made, the Service Provider may cease to fulfil the order or withdraw from the Agreement).

In each case, if the payment is made by citizens of the Republic of Poland, it is NECESSARY to provide the order ID in the subject of the bank transfer.

#### 5. DELIVERY RULES, ORDER FULFILMENT AND PURCHASE DOCUMENT

On acknowledgment of the payment the Licence Key and installation instructions shall be sent to the provided e-mail address within 48 (forty-eight) hours. The same period and mode shall also apply to a VAT invoice - in case of the customers who are not citizens of the Republic of Poland - an invoice / receipt issued by the e-commerce operator of electronic transactions.

#### 6. ORDER CANCELTION OR DATA MODIFICATIONS

In case of sending an erroneous order or providing incorrect data, the purchaser may cancel or modify it without undue delay, unless otherwise specified in the applicable laws. For this purpose, the Customer shall e-mail their data and notice on the erroneous order to the following e-mail address: [store@medixant.com](mailto:store@medixant.com).

### ILLEGAL CONTENT AND DATA ANONYMISATION

#### Clause 4

1. The Customer may use and pay for the Service anonymously or under a nickname, if technically possible or commonly accepted if it is provided in this document.
2. The Customer shall be forbidden to provide illegal content. If the Service Provider is provided with an official notice or a reliable notice on the illegal nature of any stored data provided by the Customer, the Service Provider may forthwith make such data inaccessible.
3. If the Service Provider learns that the Customer uses the Service in violation with the Regulations, other Regulations of the Service Provider or the applicable laws

(unauthorised use), the Service Provider shall notify the Customer of their unauthorised activities and request the Customer to immediately cease such activities otherwise the Service Provider ceases to process their data and prevents the Customer from using the Services. In case of any further violations, the Service Provider may further process the Customer's data only to the extent necessary to determine the liability and provided that the fact of acquiring those data and their content are recorded for the purpose of evidence.

## **DATA PROCESSING**

### **Clause 5**

1. The Service Provider shall process the following Customer's personal data necessary to establish, develop, change or terminate the legal relationship, including any data indicated in the document `Personal Data Processing Policy` available via the Internet at the address [www.radiantviewer.com/privacy/](http://www.radiantviewer.com/privacy/).
2. The Service Provider reserves the right to refuse to provide the Services, if the Customer fails to provide the data as first name and last name, e-mail, correspondence address due to the processing of those data is required due to the operation of the ICT system that assures the provision of the Service or the characteristics of the Service.
3. On completion of using the Service by the Customer, the Service Provider shall not process any personal data as referred to in Clause 5 (1) and (2) hereof, except for:
  - a) data necessary to settle the Service or seek any claims for payments for the use of the Service or any other claims connected with the provision of the Services;
  - b) data necessary to explain the circumstances of illegal use of the Service
  - c) data that may be processed under separate provisions of the Agreement.
4. The Service Provider shall process the data following the completion of the Service as referred to in section 3 above according to the following Regulations:
  - a) the settlement of the Service provided electronically submitted to the Customer may not disclose a kind, duration, frequency and other technical parameters of individual Services used by the Customer, unless the Customer requires any details to the above extent;
  - b) The Service Provider may not combine the Customer's personal data with his/her set nickname.
5. If the Service Provider is provided with the information on using the Service by the Customer in violation of the Regulations or the applicable laws, the Service Provider may process the Customer's personal data to the extent necessary to determine the Customer's liability, provided that the acquisition of such data and its content are recorded for evidential purposes.

## **RESTRICTIONS, EXCLUSIONS AND DISCLAIMER**

### **Clause 6**

1. The Service Provider shall not assume any liability against the Customer for any damage caused as a result of making the aforesaid illegal data inaccessible, if it forthwith makes such data inaccessible, but if the Service Provider is reliably notified of the illegality of such information, the Customer shall be additionally notified of the Service Provider's intention

to make these data inaccessible. Moreover, the Service Provider shall not be held liable, if it is not aware of the illegal nature of the data or the activity connected with such data.

2. If the Service provided by the Service Provider includes the data transmission provided by the Customer in the telecommunication network or access to the telecommunication network, the Service Provider shall not be held liable for the provided data, provided that:
  - a) it fails to initiate the data transfer;
  - b) it fails to select a data recipient;
  - c) it fails to choose or modify any information included in the notice.
3. The exclusion of the liability as referred to in section 2 above shall also refer to the automatic, short-term, indirect storage of the data transmission, if the only aim of this activity is to carry out the transmission and the data are not stored longer than accepted in normal conditions necessary to carry out the transmission.
4. If the data are stored indirectly in order to accelerate another access to them upon the Customer's request, the Service Provider shall not assume any liability, if the Service Provider:
  - a) does not modify any data;
  - b) applies recognised information technology techniques usually used in this kind of activity that specify technical parameters of the data access and their update; and
  - c) does not disrupt the use of the recognised information technology techniques usually used in this kind of activity in respect of the collection of the information on using the data collected.
5. The Service Provider shall not also be held liable for any data stored when - complying with the conditions as referred to in section 4 above - it forthwith removes any data or makes the stored data inaccessible as soon as it is notified that the data have been removed from the initial transmission source or access to such data is impossible or a court or other relevant authorities ordered that such data be removed or made inaccessible.
6. The Service Provider shall not assume any liability for any consequences of the improper use or protection of a payment card used to perform the Agreement made remotely and to pay for the Service on which operations the Service Provider does not have any influence and are handled by an exterior entity on the basis of the panel provided by such entity, unless otherwise specified by the laws of the Customer's country and if applicable.

## **CONCLUSION AND TERMINATION OF AGREEMENT ON PROVISION OF SERVICES**

### **Clause 7**

1. The Agreement shall be made at the moment as referred to in Clause 1(5) hereof.
2. Due to the nature and form of the Services, the Customer shall not have the right to withdraw from the Agreement (to rescind the Agreement) made remotely, what concerns also to purchasers who are consumers (Art. 38 (9) and (13) of the Act of 20 May 2014 on Consumer's Rights).
3. The termination of the Agreement following the expiry of the Purchased Licence for the Program and the failure to use the Services as referred to in Clause 2 hereof and in Clause 10(1) and Clause 11(2) of the Agreement following this period shall not apply to those provisions of the Regulations which - due to their nature - survive the termination of the Agreement.

## **COMPLAINTS**

### **Clause 8**

1. The Customers have the right to make written complaints about the Services. Any complaints shall be provided to the Service Provider by registered mail to the following address: **Medixant Maciej Frankiewicz, Promienista 25, 60-288 Poznań, Poland**. The Service Provider shall only consider those complaints that include the following data:
  - a) the identification of the Customer (including their full name, address for correspondence, e-mail) or of a legal person (full business name, address for correspondence, e-mail, name of the person authorised to handle complaint-related matters);
  - b) a problem description under which the complaint is made.
2. Any complaints shall be processed by the Service Provider within 14 (fourteen) days of their receipt and in case of very complex matters – within a time limit as determined in an e-mail sent to the e-mail address specified in the notice. The Service Provider shall forthwith notify the complaining party of a result by e-mail sent to the e-mail address specified in the notice.

## **OTHER OBLIGATIONS**

### **Clause 9**

1. Prior to concluding the proposed Agreement, the Service Provider shall provide the Customer proprietary information recorded on a lasting data medium under Art. 12 of the Act of 30 May 2014 on Consumer's Rights, i.e. the Regulations together with its links and the Agreement. Considering the consent to submission of digital data set forth in the Regulations is given together with downloading the trial version of the Program, in circumstances that cause the loss of the right to withdraw from the Agreement, the submission of the Regulations shall simultaneously meet the obligation as set forth in Art. 15(2) of the aforesaid Act.
2. The Service Provider shall deliver the Customer, on a lasting data medium, within a reasonable time but not later than the delivery of the item or prior to the provision of the Service, information about the Customer's consent to the provision of digital content in circumstances that cause the loss of the right to withdraw from the Agreement.
3. The Service provider ensures that at the moment of placing the order the Customer explicitly confirms to be aware of the fact that the order entails the obligation to pay. The buttons designed for placing the order are clearly marked: "Order with payment obligation" or bear another equivalent expression.
4. The E-Store includes, not later than at the beginning of placing the order, any clear and readily information on delivery limitations and acceptable payment methods.

## **FINAL PROVISIONS**

### **Clause 10**

1. These Regulations shall become effective on May 21<sup>th</sup>, 2018.
2. The Service Provider shall have the right to amend the Regulations unilaterally. Any amendments shall enter into force upon placing the amended Regulations through the website available on the Internet at the address as referred to in Clause 1 (2) hereof. The

aforesaid amendments shall not apply to those Customers who have acquired rights or claims on the basis of the previous Regulations. In this case, those persons shall be subject to the previous regulations and the termination of the Regulations on that basis shall be impermissible.

3. The Regulations shall be governed by Polish law and any claims arising from these Regulations shall be resolved by a competent court with jurisdiction over Śródmieście District in Warsaw, Poland.
4. In case of any discrepancies between the Regulations and the provisions of the Agreement made by the Service Provider or other individual agreements, the provisions of such agreements shall prevail.
5. If any part of the Regulations is considered invalid, ineffective or otherwise legally defective, the remaining part of the Regulations shall remain in effective. If any provisions of the Regulations are deemed to be void, ineffective or unenforceable, the Service Provider shall have the right to replace such provisions, if possible, with valid, effective and enforceable alternative provisions, the wording of which shall correspond to the initial intent of the Parties, however the other Party shall have the right to raise the objection in writing.
6. In case of any discrepancies between language versions of the Regulations, the Polish version shall prevail.