

## TERMS OF USE FOR RENDEROWNIA ŚWIERK

This document is a translation from the Polish original. In the event of any discrepancy, the Polish language version shall prevail.

### I. Definitions.

1. **Service Provider** - the National Centre for Nuclear Research with its registered office in Otwock (05-400) at ul. Andrzeja Sołtana 7, entered into the register of entrepreneurs of the National Court Register under KRS No. 0000171393, National Official Register of Business Entities (REGON) No. 001024043, Taxpayer Identification Number (NIP) 532-010-01-25, which performs the Service for the benefit of the Customer
2. **Customer** - an entrepreneur for the benefit of whom the Service Provider performs the Service, represented by the User
3. **User** - a natural person who, while representing the Customer, has made a Registration at Renderownia Świerk
4. **Master User** - the User who made the first Registration for the benefit of the Customer
5. **Renderownia Świerk** - a web service of the Service Provider maintained within the framework of the Świerk Computing Centre, via which the Service is provided in accordance with the principles specified in these Terms of Use.
6. **Renderownia Świerk Web Page** - the web page available at the address: [www.renderownia.pl](http://www.renderownia.pl)
7. **Service** - an IT service performed via Renderownia Świerk which involves automatic creation of animations and advanced graphics on the basis of Input Data (rendering) and associated services (including for example data storage)
8. **Terms of Use** - these Terms of Use, available at the Renderownia Świerk Web Page, which specify the terms of access and use of Renderownia Świerk and which constitute the terms for electronically supplied services within the meaning of Article 8 section 1 of the Act of 18 July 2002 on electronically supplied services
9. **Price List** - the price list for the Services available at the Renderownia Świerk Web Page
10. **Registration** - registration performed in order to create a User Account at Renderownia Świerk via its Web Page, which requires the following information: first name and last name of the User, company name of the Customer, address of the Customer's registered office, the User's electronic mail address, contact telephone number, the Customer's NIP number, the Customer's VAT identification number, the Customer's REGON number, the Customer's VIES number - for a Customer registered in the VAT Information Exchange System (VIES) who settles the value added tax outside the Republic of Poland
11. **Party** - the Customer or the Service Provider
12. **Contract** - a contract for provision of the Services which constitutes a contract for electronically supplied services concluded between the Service Provider and the Customer upon acceptance of the Terms of Use at the time of the first Registration
13. **User Account** - a set of resources and authorizations in the computer system of Renderownia Świerk available for the Users; it has a unique login and is secured with a password
14. **Input Data** - the input data provided by the Customer electronically in the form of a file or files for the Service to be performed
15. **Output Data** - the data which constitutes the final result of the Service
16. **Data** - Input Data or Output Data

17. **Renderbon** - a unit of account for the Services; it reflects the value of the amount paid by the Customer towards using the Services of Renderownia Świerk; the nominal value of 1 Renderbon is PLN 10.00.

## **II. General provisions.**

1. Renderownia Świerk shall be available for use only by the Customers whose representative has made a Registration as a Master User.
2. Registration shall mean that the Customer has accepted the Terms of Use and undertakes to observe them.
3. Payment with a payment card issued for the Customer or by transfer from a bank account maintained for the Customer shall constitute a confirmation of the Master User's authorization to represent the Customer.
4. Any person who has made a Registration without authorization to represent the Customer or exceeding such an authorization has become a party to the Contract and shall be liable for all the effects of such an action.
5. The Customers on whose behalf the Registration is made, registered in the VAT Information Exchange System (VIES), who settle their value added tax outside of the Republic of Poland, shall be obliged to provide such information during Registration, specifying their VAT identification number.
6. For the proper use of Renderownia Świerk and for the Service Provider to be able to perform its Services it is necessary to have Windows OS and 3ds Max software, as well as one of the following browsers in the specified versions: Chrome (16+), Firefox (10+), Safari (7+), Internet Explorer (10+), Opera (12.1).

## **III. Conclusion and termination of the agreement.**

1. Upon the first Registration on behalf of the Customer, the Service Provider and the Customer conclude the Contract which constitutes a contract for electronically supplied services within the meaning of the Act of 18 July 2002 on electronically supplied services, without the need to prepare a separate document.
2. The Contract shall enter into force upon the Service Provider's verification of the data of the entity which has made the payment for obtaining access to Renderbons for the first time and upon confirmation that such a payment has been made with a payment card issued for the Customer or by transfer from a bank account maintained for the Customer.
3. On the part of the Service Provider, the Contract shall be concluded by the Director - as the entity authorized to represent the Service Provider.
4. The Terms of Use constitute an integral part of the Contract.
5. The Contract shall be concluded for an indefinite period.
6. The Contract shall be automatically terminated, without the need to present any additional declarations of will, upon the Customer's deletion of all the User Accounts created for them.
7. The Customer may terminate the Contract upon three months' notice. The notice of termination of the Contract shall be made in writing, otherwise being null and void.

8. The Service Provider may terminate the Contract with immediate effect, which includes removing the User Account, in the following cases:
  - a) the Input Data or the expected Output Data constitutes illegal content,
  - b) the User or the Customer breach provisions of the Terms of Use,
  - c) the User or the Customer use the Service or Renderownia Świerk contrary to their intended use,
  - d) the electronic mail address of the Master User is permanently non-functional,
  - e) any of the information provided by the User is found to be illegal or to infringe standards of decency, personal rights of third parties or legitimate interests of the Service Provider, or turns out to be untrue, with obvious typing errors and other mistakes of this kind excluded.
9. The Service Provider's notice of termination of the Contract with immediate effect shall be in the form of a message sent to the electronic mail address of the Master User, with confirmation in writing sent by registered mail or by a courier service to the address of the Customer's registered office. In the case referred to in section 8 (d) hereinabove a written form shall be sufficient.
10. The Service Provider shall have the right to block the Customer's access to Renderownia Świerk immediately after sending an electronic mail referred to in section 9 hereinabove, and in the case referred to in section 8 (d) hereinabove - immediately after sending a written notice of termination of the Contract.
11. In the cases specified in sections 6-8 hereinabove, the Customer shall not be entitled to a return of any unused Renderbons. The Customer shall have the right to contest the termination of the Contract within one month and to present their explanations in writing. The Customer's position shall be considered by the Service Provider within 14 working days.
12. The Service Provider may terminate the Contract upon six months' notice. The notice of termination of the Contract shall be made in writing, otherwise being null and void. The Contract shall be terminated when all the Renderbons available to a particular Customer have been used, but not later than upon the lapse of the termination period. The Customer shall not be entitled to a refund for unused Renderbons. Halfway through the termination period, the Service Provider shall block the Customer's ability to obtain new Renderbons.
13. The Service Provider reserves the right to refuse to perform the Services for the benefit of the User who has breached the provisions of the Terms of Use.

#### **IV. The role and authorizations of the User.**

1. The Customer may be represented by more than one User. The User may represent only one Customer.
2. The User may not replace the Customer he represents.
3. The Master User has the exclusive authorization to:
  - a) introduce new Users for a given Customer,
  - b) specify the pool of Renderbons for a given Customer to be used by a new User,
  - c) renounce the Master User status for the benefit of another User of a given Customer,
  - d) remove User Accounts for a given Customer.

4. In order to use the authorizations specified in section 3 hereinabove, the Master User should sign in to their User Account and request a unique token from the Service Provider, indicating its purpose.
5. The Service Provider shall provide the token referred to in section 4 hereinabove in the form of a message sent to the electronic mail address of the Master User.
6. The token referred to in section 4 hereinabove may be used within 12 hours from its delivery by the Service Provider.
7. The Service Provider shall, in the form of a message sent to the electronic mail address of the Master User, inform the Master User that the token referred to in section 4 hereinabove has been used.
8. Requesting the token referred to in section 4 hereinabove, the Master User shall specify the pool of Renderbons of a given Customer to be used by the new User. This may be an existing pool of Renderbons or a new pool made available for the needs of the new User.
9. The Service Provider shall not be liable for any damage resulting from acts or omissions of the Master User, User, Customer or third parties using the token referred to in section 4 hereinabove.
10. The Service Provider shall not be liable for any damage resulting from unauthorized persons using the token referred to in section 4 hereinabove.

## **V. Principles of provision of Renderbons.**

1. For the Service to begin it is necessary to obtain access to Renderbons beforehand, which is done via the Renderownia Świerk Web Page upon payment, for the benefit of the Service Provider, of the amount indicated by the Service Provider for access to Renderbons.
2. The Customer shall have a one-time opportunity to obtain free access to the pool of Renderbons solely to assess quality of the offered Services before the first Service is ordered.
3. Payment for first access to Renderbons may be made only with a payment card issued for the Customer or by transfer from a bank account maintained for the Customer. The date of payment shall be deemed the date of crediting the funds at the Service Provider's bank account.
4. Regardless of the form of payment for access to Renderbons, the Service Provider shall not collect any service charge in this respect.
5. The Service Provider reserves the right to make the Renderbons available below their nominal value, in particular in the case where a considerable amount of Renderbons is made available at a time.
6. A Renderbon may be used by a User who obtained it as a representative of a given Customer, or by another User associated with that Customer, within the limits of the Renderbons' pool ascribed to him.
7. Any unused Renderbon in a pool to which no User is ascribed shall be transferred to the pool of the Master User.
8. The features of the Service and the resulting price of the Service expressed in Renderbons has been specified in the Price List.
9. The Service Provider reserves the right to organize promotions for the price of the Service and shall present their conditions at the Renderownia Świerk Web Page accordingly.
10. The Service Provider reserves the right to grant a discount for the price of the Service to the Customer, at the sole discretion of the Service Provider.

11. Upon receipt of the full payment for access to Renderbons, the Service Provider shall issue a VAT invoice for the paid amount to the Customer. The VAT invoice shall be issued solely in an electronic version and shall be sent to the electronic mail address of the User who performed the transaction. The Service Provider will not issue the VAT Invoice in a paper version.
12. Any unused Renderbons shall not be returned. The Customer shall not be entitled to a refund for unused Renderbons.

## **VI. Terms of supply of the Services.**

1. The order may be placed only if the Customer has at least 1 Renderbon.
2. The cost of the Service's performance is covered from the pool of Renderbons available for a given Customer, whereas the number of used Renderbons depends on:
  - a) the time needed for the Customer's computing operations,
  - b) priority of the Service selected by the Customer (the *standard*, *business* and *premium* priorities are described in detail in the Price List),
  - c) volume and the time of data storage over the applicable/assigned limits,
  - d) current promotion for the Service price organized by the Service Provider and applicable at the time when the order to perform the Service is placed,
  - e) any discount granted by the Service Provider to the Customer for the price of the Service.
3. The time needed to perform the Service depends on the priority of the Service selected by the Customer and on the number of pending orders. The orders are performed according to the FIFO (*first in first out*) rule.
4. The Customer may change the priority of the pending Service to a higher priority. Such a change shall mean termination of the current order to perform the Service and smooth continuation of the Service as a new order. The new order for the Service shall be deemed placed as soon as the instruction to change the Service's priority to a higher one is submitted. The service as part of the new order shall be performed in accordance with the terms applicable at the moment it is placed.
5. The order to provide additional disk space or extend the time of Data storage shall be accepted based on availability of Renderownia Świerk resources.
6. The Output Data shall be handed over to the Customer upon surrender of the used Renderbons in the User Account, in the number equivalent to the cost of the Service, rounded to 1/100 of a Renderbon.
7. The Output Data shall not be handed over if the Customer has an insufficient number of available Renderbons. In this case, in order to receive the Output Data, the Customer must obtain the additional number of Renderbons sufficient to cover the cost of the Service.
8. The Service Provider reserves the right to remove the Data in excess of the assigned limit of volume or time, if - despite requests - the User fails to remove it or place an order to extend the limit.
9. Upon signing in to the User Account, the User may view the list of Services performed for him during the last 2 years. The list shall indicate the time the Service was ordered, computing time, the Service's priority, the number of Renderbons used, effective price of the Service expressed in PLN (considering the price of access to Renderbons used, including any applicable promotions or discounts). This functionality allows the User to make a complaint in accordance with chapter VIII section 1 of the Terms of Use (see chapter "Complaints").

## **VII. Liability.**

1. The Service Provider shall ensure a professional standard of care when providing the Service.
2. The Service Provider shall not be liable for efficiency of the Customer's internet connection and of other inter-operator connections.
3. The Service Provider shall not be liable for any disrupted operations of Renderownia Świerk resulting from any unauthorized interference on the part of Users, Customers or third parties, not attributable to the Service Provider.
4. The Service Provider shall not be liable for the content of the Input Data.
5. The Service Provider shall not be liable for the content of the Output Data, including their accuracy, applicability and fitness for the Customer's purposes.
6. The Service Provider shall not be liable for the consequences if the login and password to the User Account are made available to third parties.
7. The Service Provider shall not be liable for any damage resulting from actions or omissions on the part of the User or Customer in breach with the Terms of Use and generally applicable provisions of law.
8. The Service Provider reserves the right to limit or block the access to Renderownia Świerk temporarily if this is justified by the need to implement changes, perform maintenance work or make repairs (maintenance break), upon prior notification to the Customers via the Renderownia Świerk Web Page and message sent to the electronic mail address of the Users, provided that such persons have consented to receive such messages.

## **VIII. Complaints.**

1. Complaints which refer to the Renderownia Świerk operations and Services should be made as soon as the fault is detected, by ticking an appropriate field in the list of Services performed for the Customer as described in chapter VI section 9 of the Terms of Use (see chapter "Terms of supply of the Services"), which allows Renderownia Świerk to determine which Service shown in the list the given complaint pertains to.
2. The Service Provider undertakes to investigate thoroughly any circumstances presented in the complaint.
3. The complaint shall be considered by the Service Provider within 14 days from the date it was made. The Service Provider shall inform the Customer about the decision regarding the complaint in the form of a message sent to the electronic mail address of the User who has made the complaint.
4. Depending on the degree to which the complaint is accepted, the Service Provider shall restore some or all of the Renderbons used to cover the cost of the Service subject to the complaint.
5. The Service Provider hereby informs that they shall not consider complaints where the subject results from unawareness of applicable provisions of law or of the Terms of Use.
6. The Service Provider shall have the right to refuse to accept the complaint resulting solely from failure to observe the rules of procedure described in section 1 hereinabove.

## **IX. Intellectual property rights.**

1. The Customer warrants and represents that he is authorized to use the Input Data and he does not infringe upon any third party rights in this way, including the rights resulting from agreements concluded by the Customer with third parties.
2. If any claims are made against the Service Provider for infringement of third party rights, and in particular intellectual property rights of third parties, in connection with conclusion and performance of the Contract, the Customer undertakes to defend the Service Provider and hold him harmless in connection with such an infringement, and to cover all the costs incurred by the Service Provider.
3. The Service Provider shall acquire no rights to the Data.
4. Any elements of Renderownia Świerk, including its name, logotype, content of the Renderownia Świerk Web Page, software and databases are the property of the Service Provider and are fully protected by law.

## **X. Personal data protection.**

1. The data controller for personal data of Customers who are natural persons and of Users is the Service Provider.
2. Provision of personal data is voluntary, but necessary for Registration and performance of the Services.
3. The Service Provider shall be authorized to process personal data of Customers who are natural persons and of Users in order to perform the Services in accordance with the Terms of Use.
4. Customers who are natural persons and Users have the right to view their personal data and to correct it.
5. The User shall bear full liability for providing untrue personal data and shall be obliged to update it.
6. The Service Provider shall have the right to disclose personal data to authorized entities under applicable provisions of law.
7. The Service Provider shall ensure data safety in accordance with the requirements of the Act of 29 August 1997 on personal data protection, ensuring, among others, technical means to prevent acquisition and modification of electronically provided personal data by unauthorized persons.

## **XI. Final provisions.**

1. The Service Provider reserves the right to change the Terms of Use. The Service Provider provide information about any changes to the Terms of Use via the Renderownia Świerk Web Page and in the form of a message sent to the electronic mail address of the Users. The Customer may, within 14 days, refuse to accept the changes, by submitting a written statement. In such a situation the Agreement shall be terminated upon use and surrender of all the Renderbons made available to the Customer.

2. In the User Account settings, the User may select an option to receive information about any changes to the Terms of Use in the form of a message sent to the electronic mail address of the User.
3. In the User Account settings, the User may select an option to refuse their consent for receiving a newsletter from Renderownia Świerk. Failure to use that option shall mean consent to receive the newsletter from Renderownia Świerk.
4. In order to protect interests of the Service Provider, if the Service Provider has reasonable doubts regarding truthfulness of any of the information provided by the Customer or User, the Service Provider reserves the right to their verification, including in generally accessible registers and records. The Service Provider shall have the right to block the User Account with immediate effect until any doubts are clarified.
5. The parties undertake to settle amicably any disputes that may arise in connection with application of the Terms of Use as well as with conclusion, performance and termination of the Contract.
6. If no understanding can be reached, the dispute shall be settled by a court of proper venue for the registered office of the Service Provider.

**The Terms of Use entered into force on 29 June 2015.**