

**TERMS OF ELECTRONICALLY SUPPLIED SERVICES
PROVIDED BY "JLUPINNEXTSERVER.IO" WEBSITE
of July 01 2017**

Definitions

§ 1.

The terms and expressions in the present Terms of use mean:

- 1) **"News"** means any information published within the Website by Service provider regarding Service provider's technology and line of business where he operates;
- 2) **"Article"** – a document submitted by a Registered user for publication within the Website;
- 3) **"Documentation"** – specification of a Product available for Users within the Website;
- 4) **"Account"** – electronic collection of resources concerning a Registered user, constituting a integral part of the Website, enabling to use Services provided within the Website, within scope suitable for its purpose, having an individual name and password for each User;
- 5) **"Newsletter"** – service consisting in Users' receiving information on Service provider's activity via e-mail;
- 6) **"Idea"** – innovative solution submitted by Registered user for publication within the Website;
- 7) **"CNRA"** – Act of 4 February, 1994 on Copyright and Neighbouring Rights (published in Polish Journal of Laws of year 2017, item 880 – Dz. U. z 2017 r. poz. 880) ;
- 8) **"Products"** – JLupin Next Server software with accessory software i.e. management console and expansion module, constituting computer programs in the language of Article 1 section 2 item 1 and Article 74 section 1 CNRA;
- 9) **"Terms of use"** – the hereby Terms of electronically supplied services provided by "jlupinnextserver.io" website of July 01 2017;
- 10) **"Registration"** – an electronic procedure for creating an Account, in particular requiring User to submit personal data and to accept the Terms of use;
- 11) **"Website"** – jlupinnextserver.io website;
- 12) **"Success Story"** – information submitted by a Registered user for publication within the Website concerning deployment or other uses of Products;
- 13) **"Tutorial"** – informational material published by Service provider for Registered users within the Website describing the manner of exploiting Product's functionalities;
- 14) **"Service provider"** – JLupin Software Studio spółka z ograniczoną odpowiedzialnością having registered office at ul. Życzkowskiego 14, 31-864 Kraków, having Tax Identification Number (NIP): 6751508699 and REGON statistical number: 123224253;
- 15) **"User"** – person be it natural, legal or other, if applies, having legal capacity, that uses Website;
- 16) **"Registered user"** – a User, who has registered an Account within the Website;
- 17) **"Non-registered user"** – a User who does not have a registered Account within the Website.

General provisions

§ 2.

1. The Terms of use regulate the rules and conditions of using the Website.
2. The Website is designed to distribute Products to Users, enable communication between Service provider and Users as well as among Users.

Accepting Terms of use

§ 3.

1. The User accepts the Terms of use by a declaration submitted upon Registration or – in case of Non-registered users – upon downloading Community version of a Product.
2. Accepting the Terms of use results in entering into an Electronically supplied services agreement on the terms specified in the Terms of use.
3. Products may be used in accordance with separate license agreements that the User enters into upon the installation of a Product.
4. The terms of use are available at <https://jilupinnextserver.io/terms/registration>.

Technical conditions of services

§ 4.

1. The use of the Website requires:
 - 1) internet browser:
 - a) IE 11,
 - b) Edge 14,
 - c) Firefox 49,
 - d) Chrome 54,
 - e) Safari 10,
 - f) Opera 40,
 - g) iOS Safari 10,
 - h) Android Browser52,
 - i) Chrome for Android 53,or later, or other with similar properties.
 - 2) screen resolution of at least 320px width,
 - 3) enabled “cookies” support.
2. Registration and subscribing to Newsletter requires furthermore having an e-mail address.

Services

§ 5.

1. Service provider may provide the following services within Website:
 - 1) downloading the Products;
 - 2) commenting the content by Registered users;
 - 3) submitting Articles, Ideas, Microservices and Success stories for publication within the Website by Registered users,
 - 4) subscribing to Newsletter.
2. In connection with the above section 3, Service provider may also cease to commence some of the services to all Users.

The use of the Website

§ 6.

1. Website may be used both by Users who have registered an Account as well as those who do not.
2. An Account may be registered:

- 1) via e-mail – after User’s filling the form which may be found under “Signup” button in menu, submitting the name, surname, username, password and e-mail address and after completing Account activation by clicking on the link sent to the submitted e-mail address,
- 2) via integrating with User’s account on the following websites: facebook.com, twitter.com, plus.google.com or github.com.
3. Submitting to the Website any content that may infringe third parties’ rights or other illegal content is strictly prohibited.
4. Upon establishing by Service provider that the User had submitted to the Website content referred to in section 3, the Service provider may delete such content.
5. An agreement referred to in § 3 sec. 2 is concluded for the period equivalent to the period of User having an active Account and may be at all times terminated by the User by deleting an Account or submitting a declaration at connect@jilupinnextserver.io or at posting address of Service provider. Such declaration results in Service provider’s deleting User’s Account.
6. Service provider may delete an Account at all times and without stating a cause. Such deletion results in terminating the agreement referred to in § 3 section 2.
7. The termination of the agreement referred to in § 3 section 3 does not result in terminating licenses referred to in § 13.

Website structure

§ 7.

Website is divided into the following sections and modules:

- 1) Devzone section:
 - Your articles module
 - Your ideas module
 - Your microservices module
 - Your success stories
- 2) Download section;
- 3) Explore section;
- 4) Marketplace section;
- 5) Documentation section;
- 6) Contact section;

Devzone section

§ 8.

1. Devzone section is available only for Registered users after logging in.
2. Within Devzone section Registered users may submit comments.
3. “Your articles” module enables submitting an Article for publication within the Website.
4. “Your ideas” module enables submitting an Idea for publication within the Website.
5. “Your microservices” module enables submitting a Microservice for publication within the Website.
6. “Your success stories” module enables submitting a Success story for publication within the Website.
7. For publication may only be submitted files in “pdf”, “rtf” or “txt” file formats.

8. Service provider has the right to refuse the publication of content referred to in sections 3-6 or discontinue publication of content referred to in section 2, submitted by Users without stating a reason.

Download section

§ 9.

Download section enables downloading the following versions of JLupin Next Server:

- 1) Community – for Non-registered users
- 2) Enterprise – for Registered users, after logging in, submitting all data within an Account and sending a request via contact form for making a server in EE version accessible to them.

Explore section

§ 10.

1. Explore section enables Users to browse News, Articles and Documentation.
2. Browsing Tutorials and Success stories as well as submitting comments is available only for Registered users after logging in.

Marketplace section

§ 11.

1. Marketplace section is available only for Registered users after logging in.
2. Marketplace section enables downloading other products released by Service provider, extensions and modules.

Newsletter

§ 12.

1. User may order the Newsletter upon downloading Community version of JLupin Next Server, after having submitted e-mail address.
2. When ordering the Newsletter, the User agrees to receive information regarding the Service provider, his activity and the activity of entities related to the Service provider, including commercial information as well as to Service provider's processing their personal data for Newsletter marketing purposes.
3. The declarations encompassing Users consents referred to in section 2 are submitted separately, prior to downloading the Product referred to in section 1.

Licenses

§ 13.

1. Service provider represents that he is the holder of author's economic rights to Products in the scope enabling him to use Products as part of services provided within Website.
2. The User submitting an Article, Idea, Microservice or Success story for publication within Devzone section or a comment within the Website grants to the Service provider a free, non-exclusive license to use the submitted content within Website as well as in outside activity of Service provider, within the scope of the following fields of exploitation:
 - 1) fixing and reproduction of the work as copies with the use of all technologies in particular printing, reprographics and digital, using all carriers,
 - 2) introduction to trade, letting for use, renting the original or copies of the work,

- 3) dissemination of the work through its public performance, exhibition, screening, presentation, broadcasting and rebroadcasting as well as making the work publicly available in a manner allowing anyone to access it at any place and time selected thereby (including Internet, mobile network and other networks of electronic communication) as well as sending via e-mail.
3. License referred to in section 2 encompasses the use of derivative rights in particular creating derivative works as well as translating the content and is granted without limitations regarding time and territory.
4. The Service provider may independently decide whether to mark the author of the content.
5. The User may only submit for publication content that does not infringe upon the rights of third parties and will not result in any claims raised by those persons against the Service provider.
6. The license referred to in section 2 may be terminated by the User upon 1 year notice.

Personal data

§ 14.

1. The use of the Website requires Users to submit personal data only upon Registration.
2. The Service provider protects and does not disclose to third parties personal data submitted by Users unless valid law so requires.
3. The Service provider is the controller of personal data in the language of Article 7 item 4 of Act of 29 August 1997 on the Protection of Personal Data (published in Polish Journal of Laws of year 2016, item 922 – Dz. U. z 2016 r. poz. 922) and processes such data only for the purpose of properly performing under the agreement referred to in § 3 section 2, save the provision of § 12 section 2.
4. The User may at all times inspect, change and delete their personal data.

Complaints

§ 15.

1. Complaints regarding services provided within the Website may be lodged via e-mail at connet@jlupinnextserver.io or at Service provider's posting address.
2. The Service provider investigates a complaint within 14 days upon receiving.
3. The complaint is answered in this same form in which the complaint was lodged.
4. The Service provider has the right to interfere into Accounts or content submitted by Users in order to remove the cause of irregularities of an Account or the Website.

Amendments

§ 16.

1. Amendments to the Terms of use enter into force after the lapse of 14 days period of their publication within Website and informing Users about such amendments via e-mail addresses submitted upon Registration.
2. The Registered user may refuse to accept an amendment to the Terms of use by an appropriate declaration.
3. The Registered user sends declaration referred to in section 2 via e-mail at connet@jlupinnextserver.io or by post at Service provider's address.

4. Submitting a declaration referred to in section 2 is equivalent to his terminating the Agreement referred to in § 3 section 2 and results in Service provider's deleting his Account.

Jurisdiction, governing law

§ 17.

1. The agreement referred to in § 3 section 2 shall be governed and construed in accordance with the laws of Poland.
2. Users hereby submit to the jurisdiction of a court generally competent for the Service provider, unless otherwise provided for by valid laws, in particular with respect to provisions regarding protection of the rights of consumers.

Final provisions

§ 18.

1. With respect to matters not covered by the Terms of use, the following laws shall be applicable:
 - 1) Polish Civil Code of 23 April 1964 (published in Polish Journal of Laws of year 2017, item 459 – Dz. U. z 2017 r. poz. 459)
 - 2) Act of 18 July 2002 on Electronically Supplied Services (published in Polish Journal of Laws of year 2016, item 1030 with amendments thereof – Dz. U. z 2017 r. poz. 1030 z późn. zm.)
 - 3) Act of 29 August 1997 on the Protection of Personal Data (published in Polish Journal of Laws of year 2016, item 922 – Dz. U. z 2016 r. poz. 922)
 - 4) Act of 4 February, 1994 on Copyright and Neighbouring Rights (published in Polish Journal of Laws of year 2017, item 880 – Dz. U. z 2017 r. poz. 880).
2. The Terms of use enter into force on July 01 2017