

Terms and Conditions for Providing the Redact Service

01. General Provisions

1. These Terms and Conditions define the rules and conditions for providing the Redact Service, as well as the rights and obligations of Users, and the obligations and scope of liability of the Provider and the Client.
2. The provisions contained in these Terms and Conditions for providing the Redact Service constitute the Terms and Conditions for providing electronic services within the meaning of Article 8(1)(1) of the Act of July 18, 2002, on the provision of electronic services (Journal of Laws 2002, No. 144, item 1204, as amended) by FORDATA Sp. z o.o., with its registered office in Poznan, postcode: 61-819, Taczaka street no. 24/302, registered in the National Entrepreneurs Registry by the Local Court of Poznan in Poznan, VIII Economic Department – KRS 0000324804.

02. Definitions

The terms used in these Terms and Conditions have the following meanings:

1. **Provider** - the company FORDATA Sp. z o.o., with its registered office in Poznań at ul. Taczaka 24/302, 61-819 Poznań, tel. +48 61 660 15 10, email: support@fordatagroup.com
2. **Client** - an entity using the services provided by FORDATA Sp. z o.o., which is a party to the Agreement for the provision of the Redact Service („Agreement”) or uses the Trial Service.
3. **User** - a natural person, legal entity, or organizational unit without legal personality to which the law grants legal capacity, as well as entities governed by foreign law that, under an Agreement between the Client and FORDATA, use the services offered by the Provider through the Redact System, as specified in the Terms and Conditions.
4. **Redact System** - an IT system accessible via a web browser, made available to the Client under a unique internet address during the provision of the Redact Service, in which the Client and Users designated by them can anonymize information and data. The Redact System includes all hardware devices (hardware), applications (software), and environmental elements (power supply, operator connectivity - Internet, etc.), whose proper functioning is necessary for the provision of the Redact Service.
5. **Redact Service** - a service consisting of providing the Client with the FORDATA IT system, accessible under a unique internet address, based on the operation of the Redact System. As part of the Service, the Client and Users designated by them gain access to the Redact System, where they can anonymize selected information and materials.
6. **Technical Support Services** - providing technical assistance during the use of the Redact System for all Users. Technical support is provided using remote communication methods (email, telephone, chat).
7. **Trial Service** - a service consisting of providing the Client with a trial version of the Redact System for a period of 7 days free of charge, under the terms specified in the Terms and Conditions, in particular in point 10 of the Terms and Conditions.
8. **Agreement** - an agreement between the Provider and the Client, under which the Provider undertakes to provide the Redact Service, and the Client agrees to pay a fee for using the Service.
9. **Billing Period** - lasts 30 days from the moment of switching to the paid version and automatically renews every 30 days.

10. **Users Statistics** - The Redact System automatically counts the number of created Users (excluding blocked Users) in a given Billing Period. The system tracks current and peak usage. The highest usage in a given Billing Period is used for billing.
11. **SMS Statistics** - If the additional two-factor SMS authentication service is enabled, the Redact System automatically counts the number of SMS messages sent during the billing period as well as the total number of SMS messages since switching to the paid version.
12. **Terms and Conditions** - these terms and conditions for providing the Redact Service and Technical Support Services by the Provider.
13. **Login** - the User's email address.
14. **Password** - a combination of at least 12 characters (letters, numbers and special characters), separately generated for each User.
15. **Availability** - the state in which the Redact Service is available to the Client and Users, meaning they can log into the Redact System and use the key functionalities and data contained therein.
16. **Incident** - any unexpected event or behavior of the IT system that causes or may cause disruptions in the operation of the Redact System or a decrease in the quality of the provided Redact Service.
 - a. Minor Incident: the consequences of the Incident affect a single user, or the impact of the incident on the use of the Redact Service is relatively minor. There is a temporary solution (workaround) that can be applied without significantly increasing the workload for the user.
 - b. Major Incident: a group of users cannot use the Redact Service.
 - c. Critical Incident: all users cannot use the Redact Service.
17. **Response Time** - the time within which the Provider undertakes to initiate the procedure for resolving a reported incident, equivalent to the allowable delay between receiving the report and starting the procedure to remove the incident.
18. **Repair Time** - the time counted from the moment of receiving the report to the time of removing the cause of the incident.
19. **Failure** - a sudden and unexpected event concerning the Redact System, resulting in a loss of continuity in providing the Redact Service.
20. **Document Security** - the process in which a document is transmitted to the Redact System and then converted into a format supported by the Redact System. Both the original and converted versions are stored on disk in an encrypted form.

03. Types and scope of provided services

1. These Terms and Conditions define the rules for the provision of the following services by the Provider:
 - a. Redact Service,
 - b. Technical Support Services provided to Users and the Client,
 - c. Trial Service, consisting of providing a free trial version of the Redact System.

04. Terms of service provision

1. The Provider provides services to the Client and Users of the Redact System within the scope and under the conditions specified in these Terms and Conditions.
2. The basis for providing the Redact Service to the Client is the conclusion of an Agreement between the Client and the Provider or ordering the Trial Service via a web form or email.
3. The Agreement between the Client and the Provider is concluded when the Client accepts the Terms and Conditions of the Redact Service upon first logging into the Redact System.
4. The Parties allow for the Agreement to be concluded in another form.
5. The start date of the Redact Service is considered to be the moment the login credentials for the Redact System are provided to the Client or designated persons.

6. For the first 7 (seven) days, the Redact Service is provided free of charge by the Provider in the form of the Trial Service.
7. To change the Agreement to a paid version, the Client should perform the following actions:
 - a. Declare the intention to switch from the free option (Trial Service) to the paid option via email,
 - b. Select specific services offered by the Provider, including deciding on the number of User accounts and the duration for which the Agreement will be concluded,
 - c. Provide the Client's details necessary for concluding the Agreement and issuing an invoice.
8. The basis for granting a User access to the Redact System will be:
 - a. The User completing the login procedure and accepting the Terms and Conditions,
 - b. The User accepting the Privacy Policy applied by the Provider.
9. The Provider ensures access to the Redact System for the Client during the term of the Agreement concluded with them, 24 hours a day, 7 days a week, with the right to technical breaks as mentioned in points 7.3-7.5 of the Terms and Conditions.
10. The Redact Service and technical support services for Users are provided in accordance with the provisions of these Terms and Conditions.
11. The Provider provides technical support services for Users from 9 a.m. to 9 p.m., Monday to Friday, excluding weekends and public holidays. The Provider only provides support services on Sundays, holidays, and outside the hours of 9 a.m. to 9 p.m. upon explicit instruction and after the Client accepts additional costs.
12. Upon conclusion of the Agreement referred to in point 2.8, the Provider is also entrusted with processing personal data under the terms set out in the Data Processing Agreement [DPA Agreement].
13. The Provider may delegate the performance of certain services covered by the Agreement or provide auxiliary services related to the services covered by the Agreement to other entities or persons who are not its employees ("Subcontractors"). Subcontractors are obligated to maintain confidentiality and properly perform the tasks entrusted to them. Auxiliary services are understood as services that facilitate or improve the performance of the Agreement by the Provider. The Parties mutually confirm that a Subcontractor may or may not be a Sub-processor. The Provider informs the Client about the Subcontractor entrusted with processing personal data (Sub-processor) following the provisions of the DPA Agreement.
14. The Provider is fully responsible for all actions and omissions of the persons performing the tasks commissioned under the Agreement, including its Subcontractors, as for its actions and omissions. The Provider ensures that all persons mentioned in this paragraph have been obligated by the Provider to maintain the confidentiality of the information entrusted to them.
15. The Provider declares that in the event of the Client activating the function allowing for document anonymization with the support of artificial intelligence ("AI-Redact"), it has a Sub-processor in the form of MICROSOFT Ireland Operations Limited. MICROSOFT services are provided within the European Economic Area ("EEA") from infrastructure located in the Netherlands. The Provider declares that, as of the date of signing the Agreement, it has no other Sub-processors.

05. Billing and Payments

1. The scope of the Service and its price depend on the number of User accounts and the selected package that determines the chosen version of the Redact System, in accordance with the current price list on the website <https://redact.fordatagroup.com/> and as specified in point 2 of this section.
2. Additional paid services:
 - a. € 500 (five hundred Euros) net for the activation of the AI-based document anonymization feature ("AI-Redact")
 - b. € 150 (one hundred fifty Euros) net for the activation of two-factor SMS authentication, including a package of 500 (in words: five hundred) SMS messages. Each additional SMS costs € 0,07 net per message

- c. € 200 (two hundred Euros) net per month for data storage on a dedicated disk array with logical data separation
- d. € 600 (six hundred Euros) net for restricting the IP address pool (including a package of 25 entries).
- 3. The first invoice will be issued for the period starting after the end of the Trial Service, for the duration and the number of User accounts specified by the Client. The minimum period for providing the Redact Service is one month. The minimum number of user accounts is 3.
- 4. After the paid period expires, the Agreement will automatically be extended for another billing period unless the Client submits a written declaration of intent to terminate it within the last 7 days of its validity.
- 5. Invoices for the extension period will be issued in advance for a period of one month or a longer period indicated by the Client.
- 6. If, during a given billing period, the Client exceeds the purchased number of active User accounts, the Provider will issue an additional invoice at the end of that billing period, and the Client is obliged to pay it.
- 7. Upon the Client's request, a proforma invoice may be issued, based on which the Client will make the payment. In such a case, a VAT invoice for the use of the Service will be issued after the payment is made.
- 8. The Client agrees to receive VAT invoices from the Provider in electronic form and to have them sent via email to the Client's address used for logging into the Redact System or another address provided by the Client.
- 9. If the Client does not use the Redact Service despite having paid for it, the Provider does not provide a refund.
- 10. VAT will be added to the fees specified above in accordance with applicable regulations.
- 11. The Client is obliged to make the payment within 7 days from the date of the correct issuance of the VAT invoice.
- 12. If the Provider does not receive payment for invoices issued to the Client after the payment due date, the Provider is entitled, without prior notice to the Client, to revoke access to the Redact System for the Client and all invited Users until the payment is recorded.
- 13. If the Client fails to pay for the Redact Service within 30 days of the invoice issuance, the Provider is entitled to terminate the Agreement due to the Client's fault and permanently delete the account along with all data and backups.
- 14. In the case of a reduced fee for using the Redact Service resulting from a long-term commitment of a multiple of the Billing Period, the Agreement remains binding until the end of all Billing Periods covered by the agreement, resulting in a reduced payment.
- 15. There is a possibility of terminating access to the Redact System and dissolving the Agreement before the end of the Billing Period at the explicit request of the Client; however, this does not result in a refund of the fees paid.
- 16. The Provider's remuneration will be subject to indexation every 12 months, starting from the expiration of 12 months from the effective date of the Agreement. The index used to calculate the adjustment of the remuneration will be 7% or the sum of the indicators of price increases or decreases of goods and consumer services announced by the President of the Central Statistical Office (GUS) for the last four quarters before the change in remuneration. A change in the amount of remuneration resulting from the aforementioned indexation does not require an amendment to the Agreement, only informing the Client by the Provider via email when issuing the first invoice after the indexation.
- 17. The Provider reserves the right to change the fees for the Redact Service at any time, at its discretion. Any changes in fees will take effect after the end of the current Billing Period. The Provider will inform the Client in advance of any fee changes, giving the Client the option to terminate the Agreement before the new fees come into effect. If the Client continues to use the Redact Service after the fee change comes into effect, it will be considered acceptance of the new fees.

06. Technical parameters of the Redact service

1. The Redact System allows for the anonymization of document content in the following formats: PDF, DOC, DOCX, PPSX, PPT, PPTX, XLS, XLSX, XLSB, XLSM, XLTX, CSV, MSG, ODS, ODT, RTF, TXT, XML. Documents are scanned by antivirus software, and if a threat is detected, the file is rejected. In some cases, document anonymization may not be possible. This applies to files that are, for example:
 - damaged,
 - password-protected,
 - empty (without content),
 - contain invalid characters in their name, such as: ; / \ ? % * : | < > x,
 - weigh more than 50 MB before or after securing,
 - have more than 1,000 pages before or after securing,
 - have more than 500,000 cells in Excel,
 - have more than 150 columns in Excel,
 - where the securing process does not complete within 600 seconds.
2. To use the Redact System, the following requirements must be met:
 - a. Possession of an MICROSOFT operating system version no older than Windows 10 or macOS version no older than 10.12 (Sierra),
 - b. Connection to the Internet,
 - c. Possession of devices allowing the use of Internet resources,
 - d. Use of web browsers such as Google Chrome, Mozilla Firefox, Safari, Opera, Edge, or MICROSOFT Edge,
 - e. Possession of an active email account.
3. The Provider makes every effort to ensure that using the Redact System is secure and that the security of information processed in the Redact System is not compromised. In accordance with legal requirements, the Provider is obliged to inform Users about specific threats related to the use of electronic services. In the case of using the Redact Service, these include, for example:
 - a. unauthorized access to information contained in the Redact System,
 - b. unauthorized modification of data contained in the Redact System,
 - c. loss of data placed in the Redact System,
 - d. unexpected inability to use the Redact System.
4. The Provider uses the following technical measures to prevent unauthorized persons from obtaining and modifying data, including personal data processed in the Redact System:
 - a. Encryption of User passwords used for logging into the Redact System,
 - b. 256-bit encryption algorithm to secure communication between the server and User computers,
 - c. Extended Validation Secure Socket Layer certificate confirming the Provider's identity on the network.
5. Each User is responsible for the risks resulting from using the Redact System on a given network. Examples of risks arising from using a specific network include:
 - a. The network administrator used by the user may be able to monitor network traffic, which may lead to the interception of sensitive data (logins, passwords, personal data, financial information).
 - b. If the network is not properly secured, there is a risk that an unauthorized person may intercept and modify communication between the user and the server. This could result, for example, in data theft or infecting the network with malware, which in turn could lead to identity and data theft or other forms of cybercrime.

It is recommended to use the Redact Service only on a trusted network.

07. Service interruptions

1. The Redact Service is a conditional access service, and therefore, the resources of the Redact System are protected under the Act of July 5, 2002, on the protection of certain electronic services based on or involving conditional access.

2. The Provider will implement a program to improve the offered level of the Redact Service by collecting and analyzing Client feedback, monitoring and reporting the level of offered services, and periodically implementing improvements.
3. The Provider reserves the right to a technical break to update the Redact System on the fourth Thursday of each month between 00:00 - 02:00 CET. This event does not require prior notice to the Client or Users.
4. Additionally, the Provider reserves the right to carry out maintenance and/or upgrade work on the Redact System, which may cause difficulties or prevent the Ordering Party and Users from using the Redact Service. These works will be carried out between 22:00 - 08:00 CET, and their dates and expected duration will be communicated to the Ordering Party at least 2 days in advance.
5. In exceptional cases affecting the security or stability of the Redact System, the Provider has the right to temporarily suspend or limit the provision of the Redact Service and carry out the necessary work to restore the security and stability of the Redact System. In such cases, the Provider may not comply with the notification period mentioned above.
6. The Provider undertakes that the period of unavailability of the Redact Service will not exceed 48 hours per quarter, excluding:
 - a. Technical breaks mentioned in points 3 and 4 of this section,
 - b. Situations where the cause of unavailability lies on the User's system side.
7. In the event of a failure, the Provider undertakes to maintain the following service levels:
 - a. For the recovery time of the Redact Service after a failure (Recovery Time Objective, RTO): 36 hours,
 - b. For the maximum data loss (Recovery Point Objective, RPO): 15 minutes.
8. The response time of the Provider's team is 3 hours, provided that the incident reporter uses the appropriate communication channel, i.e.:
 - a. On working days from 09:00 to 21:00: email or phone,
 - b. On working days from 21:00 to 09:00 and on non-working days: phone only.

Incident Type	Reaction time	Cure period
Minor Incident	3h	72 working hours
Major Incident	3h	48 working hours
Critical Incident	3h	24 working hours

9. The type of incident is determined by the Provider at the time of its registration based on the assessment of the consequences the incident has on the work performed in the Redact System by Users. If handling the incident requires the involvement of the user, the repair time is paused while waiting for a response from the user.

08. Provider's Responsibility

1. The Provider is responsible for interruptions in the provision of the Redact Service resulting from an Incident if they are not resolved within the time specified in the Regulations.
2. The Provider is liable for unexpected unavailability of the Redact System to Users due to the Provider's fault if the repair period exceeds 72 hours. The Provider undertakes to make every effort to minimize the repair time to the required minimum.
3. The Provider is not responsible for the failure to deliver the Redact Service if it results from the Ordering Party's or Users' failure to meet hardware requirements, or from failures or malfunctions of other IT systems affecting the functioning of the Redact System, which are beyond the Provider's control. Specifically, the Provider is not responsible for technical conditions in the User's network, including delays that may affect actual data transfer to and from the User's computer. The Provider is also not liable for the consequences arising from Users' use of the

Redact Service through networks that the Administrator accesses, monitors, controls, stores, and discloses any messages, data, or information related to User activity, regardless of the purpose of these actions.

4. The Provider is not obligated to provide resources of the Redact System to Users who do not meet the conditions specified in point 8.3 of the Regulations.
5. The Provider is not liable for any damages incurred by the Ordering Party, Users, or third parties resulting from non-compliance with point 9.1 of the Regulations.
6. The Provider is not responsible for any damages to the Ordering Party arising in connection with the use of the Trial Service. The Trial Service is provided on an “as-is” basis, without any warranties, express or implied by the Provider. All confidentiality and proprietary obligations and the Ordering Party's commitments related to the Redact Services also apply to the use of the Trial Service.

09. Obligations of Users and the Client

1. The Client and Users are required to adhere to the prohibition against abusing the Redact System and to refrain from providing content to the Redact System that:
 - a. Disrupts the operation or overloads the Redact System or other systems of entities directly or indirectly involved in providing electronic services,
 - b. May infringe on third-party personal rights, copyrights, intellectual property rights, trade secrets, or otherwise violate legal regulations or good practices,
 - c. Contains computer viruses, worms, Trojan horses, keyloggers, or other malicious code, files, folders, or computer programs harmful to the Redact System,
 - d. Causes the unsolicited distribution of commercial information (SPAM) or other illegal content.
2. Neither the Client nor the Users are permitted to:
 - a. Share individual Login and Password with third parties,
 - b. Abuse permissions to the Redact System,
 - c. Interfere with the source code of the Redact System, including taking actions aimed at discovering or modifying the source code.
3. The Client assumes full and sole responsibility for the content and materials placed in the Redact System from the moment they receive the Login to the Redact System. The materials and information provided by the Client must comply with the law, particularly not infringing on copyrights, intellectual property rights, personal rights, or any other third-party rights.
4. If any entity makes a claim for damages against the Provider related to content presented in the Redact System, the Client is obligated to cover all damages and losses incurred by the Provider, including legal fees, and agrees to participate in any legal proceedings on behalf of the Provider as per Article 76 of the Code of Civil Procedure.

010. Trial Service Terms

1. The Provider may offer the Redact System free of charge for 7 days for testing purposes by the Client. During the Trial Service, the Client must adhere to the provisions of the Regulations.
2. The Trial Service is offered to the Client solely for testing purposes and may not be used for commercial purposes.
3. The Provider may revoke access to the trial version of the Redact System at any time if it notices that the Client is using the Redact System for commercial purposes or may alter the trial period (shorten or extend) based on individual agreements between the Provider and the Client.
4. During the Trial Service, the Provider reserves the right to block or limit the use of certain features of the Redact System.
5. The Provider may refuse to provide the Trial Service for significant reasons, particularly related to data security and the protection of the Provider's trade secrets.

6. The use of the Trial Service for purposes other than testing, particularly for business or commercial purposes, is prohibited. If this prohibition is violated, the Provider may terminate the Trial Service Agreement with immediate effect. The Provider is not liable for damages resulting from the violation of this prohibition.

011. Liability to maintain Confidentiality

1. The Provider and the Client are obliged to keep Confidential Information provided by the other Party secret during the conclusion and performance of the Agreement.
2. Users are obliged to keep confidential any Confidential Information they obtain in connection with the use of the Redact System.
3. The obligation to maintain confidentiality applies to the Provider, the Client, and the Users for the duration of the Agreement.
4. Confidential Information means, in particular but not limited to:
 - a. Potential commercial transactions involving the Client,
 - b. Login enabling access to the Redact System resources,
 - c. Documents and other materials uploaded to the Redact System,
 - d. Any content, fragments, and studies based on the aforementioned documents,
 - e. All information or data concerning the activities of the Client, Users, and Provider, particularly technical, technological, organizational, financial, marketing, strategic, legal, or other information having economic value, as well as information obtained as a result of analysis or processing of the provided information, regardless of how it is disclosed to the User (including in writing, orally, or using any other means), except for information or data that:
 - Are or become publicly available in any way without violating these Regulations by the User, or
 - Were in the possession of the User or were known to them before obtaining it from the Client,
 - Were disclosed based on written consent from the Client or the Provider for such disclosure.
5. The Provider, the Client, and Users [the Parties] undertake to:
 - a. Keep Confidential Information obtained while using the Redact System and performing the Agreement secret, particularly by applying the same precautions and safeguards as those used by the Party concerning its own Confidential Information,
 - b. Ensure proper protection of Confidential Information against unauthorized disclosure, copying, distribution, or use, unless with written consent under pain of nullity or at the express request of the other Party,
 - c. Use Confidential Information only for the purposes of providing the Redact Service specified in this Agreement, d. Treat all correspondence, i.e., email content, files attached to emails, as the exclusive property of the sending Party and use it solely for the purpose of providing the Redact Service specified in these Regulations.
6. The User bears sole responsibility for the consequences resulting from the use of the User's account by third parties.
7. The Provider ensures Users the confidentiality of communication, known as "telecommunications secret." This includes information transmitted over the public Internet network concerning Users, only within the Redact System and only in cases where information covered by "telecommunications secret" is not public by default or its disclosure is not necessary for the proper provision of the Redact Service to which it relates. Information covered by "telecommunications secret" may be disclosed only in cases specified in the regulations.
8. Information covered by "telecommunications secret" may be processed by the Provider only when its processing is part of the Redact Service provided to Users and is necessary for its proper execution or supervision of the proper operation of the Redact System.

9. The Provider will implement access to information about changes in the manner and scope of the provision of the Redact Service and information required to be provided to Users under Article 6 of the Act on Providing Services by Electronic Means through information sent by email.
10. The Client consents to the Provider informing about the cooperation of the parties in the Provider's marketing materials, including agreeing to the use of the Client's logo following the corporate rules of its visualization. The Client has the right to object to the use of its logo and/or company name for the purpose mentioned above via email to the Provider's address.

012. Complaint Procedure

1. Users may file complaints regarding the Provider's failure to comply with the provisions of these Regulations.
2. A complaint must be submitted in writing in the form of an email and should be sent to the Provider's email address: support@fordatagroup.com.
3. A complaint may be submitted within 7 days from the occurrence of the situation to which the complaint pertains.
4. A complaint regarding the non-performance or improper performance of the Redact Service must contain, in particular, its subject and the circumstances justifying it.
5. The Provider will consider complaints within 14 days from the date of its submission. If the complaint cannot be processed within this time, the Provider will inform the complainant of the reasons for the delay and the expected time of consideration of the complaint.
6. If the conditions of the complaint procedure are violated, the complaint may not be accepted.

013. Final Provisions

11. Matters not regulated in these Regulations are subject to Polish law.
12. The competent court for resolving disputes arising from these Regulations is the court competent in Poznań, Poland.
13. These Regulations are effective from October 7, 2024. Users will be informed of any changes to these Regulations by email, and the current Regulations will be available on the Redact System Regulations page.