

TERMS OF USE

§1 GENERAL PROVISIONS

1. These Terms of Use specify types and scope of services provided by electronic means, conditions for such services, including technical requirements, conditions for concluding and terminating contracts for providing services by electronic means, terms of sending commercial information, the procedure for making complaints, rules for copyright protection, rules for personal data protection and scope of liability of the provider.
2. Calamari sp. z o.o. sp. k. (hereinafter referred to as “Calamari” or “Provider”), with its registered office in Warsaw, Poland, at ul. Chmielna 2/31, zip code: 00-020, entered into the National Court Register by the District Court for the capital city of Warsaw in Warsaw under number KRS 0000720781, tax identification number NIP 5252741247, business statistical number REGON 369568795, is the provider of electronic services called Calamari Services.
3. Through the Web Service, the Provider provides electronic services which help to improve the management of staff and work time and absence data. The current scope of features and pricing for parameters and limits of services is available on the Homepage. The current scope of features and pricing for parameters and limits of services is available on the Homepage.
4. These Terms of Use, the Privacy Policy, and the Personal Data Processing Agreement constitute a binding “Contract” concluded between the Recipient and Calamari.

§2 DEFINITIONS

1. **Provider / Calamari** shall mean Calamari spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered seat in Warsaw at ul. Chmielna 2/31, 00-020 Warszawa, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw under number KRS 0000720781, tax identification number NIP 5252741247, business statistical number REGON 369568795.
2. **Account** shall mean an account created on the Web Service by providing an email address, password and name of the organization on behalf of which the account is being set up. Account is necessary to use Calamari Services. Access to the Account for other Users is granted by the user who set up the Account on behalf of the Recipient. Data of the Recipient and its Users are collected within the Account.

3. **Recipient** shall mean a business entity concluding with the Provider a Contract for providing services by electronic means defined in these Terms of Use. The entity manages the Account and grants access to its Users.
4. **Trial Period** shall mean a period of time during which it is possible to access the Web Service and Calamari Services in order to learn about these services. The Provider states that providing a potential Recipient with access the Web Service for the Trial Period is free of charge, provided that it is for testing and advertising purposes.
5. **Terms of Use** shall mean these Terms of Use.
6. **Homepage** shall mean the website of the Provider available at URL: <http://calamari.io/> <http://calamari.pl/> constituting, among others, access channel to Calamari Services. Within the Homepage, the User is granted the access to the Account after providing the email address and password. On its Homepage, the Provider makes it possible to learn about the Services, pricing, Terms of Use, Privacy Policy, and to set up the Account.
7. **Subscription** shall mean paid access to Calamari Services for a specified period of time, renewable periodically (monthly or annually). Activation of the Subscription is a declaration of intent resulting in concluding a contract for providing services by electronic means. The Recipient may activate the subscription via the Web Service by selecting a relevant set of features and parameters and the number of Users, inserting billing details and confirming the activation. The current scope of features and pricing for parameters and limits of services is available on the Homepage.
8. **Web Service** shall mean a collection of web pages and applications of the Provider, including a space of restricted access, through which the Recipient may use and manage the services available in it. The Web Service is available at URL: <https://app.calamari.io/> and on applications for iOS and Android mobile platforms.
9. **Services / Calamari Services** shall mean making available to the Recipient and Users by electronic means through the Web Service a set of features and an access to information system resources where Users may store and process data.
10. **User** shall mean an entity using the Web Service through the Account, to whom the Recipient granted access.

§3 TYPES AND SCOPE OF SERVICES

1. The Provider shall, provide paid Calamari Services through the Web Service.
2. As part of using the Web Service, the Recipient and Users may in particular:
 1. select features available in the Account by changing the parameters of the Subscription,
 2. publish various information on the activity at work,

3. add information on absences or remote work and their reasons,
 4. complete data in personal profiles,
 5. describe, modify and delete published content,
 6. view reports and download them in various formats,
 7. modify the feature configuration and scope of the data access,
 8. have access to data entered by other Users within the same Account depending on the settings of the Account,
 9. get access to technical help center,
3. Depending on the selected Subscription, Calamari Services may be limited when it comes to availability of certain features and/or differences in the number of available spots for Users.
 4. Using by the Recipient and Users of Calamari Services is connected to respectively creating, storing, and processing of personal data of which the Recipient is the controller, and the Recipient entrusts the processing of the data to the Provider in accordance with the Personal Data Processing Agreement.
 5. Provision of services by electronic means is regulated by the Terms of Use. The conditions may also be specified in an additional agreement with the Recipient.
 6. In order to learn about the scope of Calamari Services, the Provider offers to a potential Recipient free access, limited to a specific time, to Calamari Services (so called Trial Period).
 7. Information on the length of the Trial Period is given on the Homepage.
 8. In order for the Trial Period to be started, it is necessary to create an Account and declare the acceptance of the Terms of Use.
 9. During the Trial Period, a potential Recipient has access to full scope of Calamari Services and to technical help center.
 10. During the Trial Period the Recipient may terminate the use of Calamari Services without giving the reason. If Recipient does not activate the Subscription, the Account will be automatically blocked and then completely removed along with the inserted data.
 11. After the Trial Period has expired, in order to still have access to Calamari Services, the Recipient is obliged to activate the Subscription.

§4 TERMS OF SERVICES

§4.1 GENERAL TERMS

1. The Provider does not provide Calamari Services to consumers.
2. Prior to starting to use Calamari Services, the Recipient shall confirm that they have read and accept the Terms of Use and that they will follow it.
3. In order to start using Calamari Services, the Recipient has to create an Account on the Web Service through the Homepage. At registration, the Recipient is obliged to provide email address, password and organization's name.
4. Email address and password provided when setting up an Account allow the first User of the Recipient to have access. Usernames and access authorization of other Users are added by the first User of the Recipient during system configuration.
5. Billing details such as full business name, company's address, and tax ID number required for the invoice to be issued shall be completed in the Web Service by the Recipient no later than at Subscription activation.

§4.2 CONCLUDING THE CONTRACT

1. The contract is understood to have been concluded between the Provider and the Recipient as at the moment of activating the Subscription and paying the subscription fee for the first billing period. Signing an additional service agreement shall be an alternative start of cooperation.
2. A person properly authorized or empowered or having a permission to enter into legal transactions on behalf of the Recipient may sign the Contract on behalf of the Recipient.
3. By activating the Subscription or allowing your associates, employees, business partners to activate the Subscription, you consent to be bound by the Contract.
4. By accepting the Contract, you guarantee that you can conclude agreements in accordance with the law and be legally bound by a contract.

§4.3 TERMINATION OF THE CONTRACT

1. The Provider may terminate this contract with immediate effect if the Recipient:
 1. violates the Terms of Use;
 2. provides false data in the process of registration or fails to correct the provided data so that they correspond to the facts;
 3. acts illegally;
 4. acts to the detriment of the Provider;
 5. fails to pay in a timely manner;
 6. commits acts intended to breach safety of the data;
 7. makes an unauthorized attempt to access the Web Service.
2. Termination of the Contract by the Provider requires written or electronic form and it should be sent accordingly to the Recipient's address or to the Recipient's email, as provided in the contact details. The notice period concerning the contract for providing services by electronic means starts on the day of delivering the Provider's declaration of intent to terminate the contract.
3. The Recipient may at any time terminate the Contract by cancelling the Subscription, effective at the end of the paid up Subscription period.
4. When terminating the Contract, the Recipient shall pay all fees due to the Provider.
5. If the contract is terminated, Calamari Services shall be automatically blocked at the end of the last day of a paid up Subscription period.
6. The payments made are non-returnable for both annual and monthly Subscriptions.
7. After termination of the Contract, the Provider allows the Recipient to download data from the Web Service for consecutive 14 days following the end of the paid up Subscription period, and after that an automatic removal of the Account begins.

§5 RIGHTS AND OBLIGATIONS OF THE RECIPIENT

1. The Recipient shall give to the Provider information that corresponds to the facts, not use content of unlawful nature and shall share information required for a proper provision of electronic services.
2. When using Calamari Services, the Recipient shall act lawfully and in accordance with good practices, with respect to personal rights and intellectual property rights of any third parties.
3. Only the Recipient shall be liable for any results of the actions taken by the Recipient or the Users added within the Recipient's Account.
4. The Recipient shall cooperate with the Provider during the provision of the services by electronic means.

5. The Recipient may transfer any rights or obligations resulting from the contract for providing services by electronic means as part of the Web Service to other entities only upon prior written consent of the Provider, as otherwise invalid.

§6 RIGHTS AND OBLIGATIONS OF THE PROVIDER

1. The Provider represents that the Web Service is accessible continuously; it is, however, possible that the Provider will temporarily limit the access for technical reasons (e.g., necessity to fix, maintain, update, or expand the Web Service).
2. The Provider shall inform with prior notice of a few days about an longer scheduled technical interruption and, if possible, schedule such downtime for the hours of less use of the Web Service.
3. In case of a technical interruption of more than 24 hours continuously, the Recipient may extend the Subscription period, during which the technical interruption took place, by as many days as the interruption lasted. In order to use this right, the Recipient shall contact the Provider who will make a decision on extending the Subscription period taking into account the overall circumstances.
4. The Provider may block and/or remove the Recipient's account in the following cases:
 1. the Recipient breaches these Terms of Use;
 2. the Provider receives a request of a court or law enforcement authorities;
 3. the Recipient's incorrect usage of the Web Service puts the Web Service at risk;
 4. in case of a misuse on the part of the Recipient consisting in e.g. setting up multiple test accounts.
5. The Provider reserves the right to modify the Web Service and Calamari Services, in particular, to expand the scope of features.
6. Any significant amendments should be notified by the Provider through email or by publishing information on the Homepage.
7. In the case that significant amendments are not accepted, the Recipient may terminate the contract between the parties.
8. The Provider may publish on the Web Service and on the Homepage any marketing content regarding services provided by the Provider.
9. The Provider may send information concerning Calamari Services to the email address provided when setting up the Account.
10. The Provider may publish the Recipient's logo on the Homepage and in the marketing communication. Recipients may object to using their logo on the Homepage at any time by contacting team@calamari.io, and the Supplier will remove the logo immediately upon receiving the objection.

§7 PAYMENTS

1. By activating the Subscription, the Recipient shall make periodic payments for Calamari Services.
2. The following payment plans are available: monthly and annual. Billing period starts on the Subscription activation day or on the last day of the Trial Period in which the Subscription has been activated, i.e. if the Subscription has been activated on 14 February, it will be renewed on 14 March for a monthly plan and on 14 February of the next year for an annual plan.
3. Minimum period to be purchased is 1 month.
4. The Subscription activation is considered to mean that the Recipient has expressed consent to the renewal of the Contract with the Provider for a selected billing period.
5. At the Subscription activation, the system charges the fee for the first billing period upfront and extends the access for a selected billing period.
6. In the case that the parameters for annual Subscription are changed, the system charges the fee upfront, pro rata to the months remaining until the end of the billing period.
7. In the case that the parameters for monthly Subscription are changed, the system adds a due amount to the next billing, and then the fee is charged when the Subscription is renewed for another billing period.
8. On the last day of the current billing period the system automatically charges the payment card connected to the Account or issues an invoice for the next billing period.
9. After receiving the payment, the system will automatically extend the access.
10. The payment can be made with a payment card (such as Visa, MasterCard, Maestro, American Express) through an online payment system of a third party payment provider, e.g. PayLane or other payment solutions provider, or by a bank transfer.
11. Selecting a payment card as a type of payment means that the Recipient consents to charge the card with the entire due amount.
12. Selecting a payment card as a type of payment means that the Recipient consents to use third party vendors serving as payment intermediaries and to disclose transaction data to them.
13. The invoice for the provided services is issued no later than on the 15th day of month following the month when the payment has been made. The issued invoice is available on the Web Service.
14. The service fees are a net value (i.e. does not include VAT).
15. The pricing depends on the selected billing period (monthly or annual), the Subscription parameters and the nature of services provided; it can also be set taking into consideration individual terms of cooperation under a separate agreement.
16. Pricing for the provided services may change. Any changes to the pricing shall be published on the Web Service. If the Recipient does not accept new pricing, the Recipient may terminate the contract with the Provider.
17. Subscription payments cannot be refunded, regardless of whether they are for a year or a month.

§8 COMPLAINTS

1. Any Recipient may file a complaint for failure to provide or undue provision of the service, or incorrectly issued invoice.
2. Please submit complaint within 30 days from discovering the damage (e.g. defective service operation) via email at: complaints@calamari.io
3. The complaint shall indicate the following:
 1. name of the Recipient, their email address used for registration;
 2. time and circumstances of problems with Calamari Services.
4. The complaint concerning an incorrectly issued invoice should indicate invoice number and amount as well as it should state inconsistencies.
5. The complaints are examined within 30 days following the date of complaint submission. If in order to duly examine the complaint, additional information is required, prior to examining the complaint the Provider requests such information, and the period for examining the complaint starts from the date of delivering the requested information to the Provider.
6. Decision on the complaint is sent to the Recipient's email address.

§9 LIABILITIES OF THE PROVIDER

1. The Provider shall make every effort to ensure correct operation of the Web Service.
2. The Provider bears no liability for problems or restrictions of technical nature in the hardware used by the User which make it impossible for the Recipient or Users to use the Web Service and services offered by the Web Service.
3. The Provider bears no liability for any damages resulting from incorrect usage of the Web Service by the Recipient and Users, from inserting false or incomplete data and faulty hardware, software or connectivity used by the Recipient and Users.
4. The Provider bears no liability for the Recipient's damage resulting from the software breakdown, loss of data and temporary unavailability of the Web Service. The Provider bears no liability for business decisions of the Recipient made in relation to the Calamari Services.
5. The Provider bears no liability for damage made by disclosing the access data, such as username, password or API, by the Recipient to any third parties.
6. The Provider bears no liability for any acts or obligations of the Recipients resulting from using Calamari Services, including accounting and tax obligations.

7. The Provider bears no liability towards the Recipient for failure to provide or undue provision of the Services resulting from third parties' fault (including telecom operators) or from force majeure circumstances.

§10 PERSONAL DATA PROTECTION

1. The Provider stores and processes the data disclosed to the Provider by the Recipients in accordance with the laws in force as well as with the Privacy Policy and the Personal Data Processing Agreement.
2. Details required for payment processing are not stored on the Web Service; however, they are being processed in the IT system handled and managed by a third party payment provider.

§11 COPYRIGHTS

1. Any software and content on the Homepage and within Calamari Service, such as text, graphics, logo, photos, audio and video files, are the property of the Provider and are legally protected.
2. The Recipient or any other person authorized by the Recipient shall not remove, cover, make it impossible to read or alternate trademarks, information on copyrights and/or other marks concerning property rights included in the results of using Calamari Services and/or in the content on the Homepage. In particular, it is prohibited to remove and/or alternate Calamari logo from pictures made as screenshots, reports and other results of using the Service, except for cases approved by the Provider.
3. It is prohibited to use the foregoing intellectual property rights or Calamari Services for the purposes other than those established by the Provider. The Recipient bears full liability for damage made to the Provider resulting from using the business name or trademarks without the consent of the Provider.

§12 TECHNICAL REQUIREMENTS

Access to Calamari Services is via the Internet only.
Technical requirements necessary to use Calamari Services:

1. device with a stable Internet connection;

2. updated Web browser (Google Chrome, Mozilla Firefox, Safari, MS Edge);
3. operation system: MacOS, Linux, MS Windows;
4. mobile app operation system: Android, iOS;
5. access to email.

§13 FINAL PROVISIONS

1. The Provider reserves the right to modify the Terms of Use.
2. The Provider shall notify the Recipients of any intention to change the Terms of Use by publishing the content of the new Terms of Use on the Homepage and in the case of significant amendments - additionally by means of email.
3. The change to the Terms of Use becomes effective 21 (twenty-one) days from the date of publishing of the new version of the Terms of Use.
4. The Recipient may terminate the Contract until a scheduled effective date for new Terms of Use. Failure to submit a wish to terminate the Contract within this period is considered consent of the Recipient to continue the Contract in accordance with the new Terms of Use.
5. Any disputes resulting from the Contract made between the Provider and the Recipient are governed by the jurisdiction of Polish courts and shall be resolved pursuant to the Polish law.
6. All matters not provided for by these Terms of Use shall be regulated by Polish law, including the Polish Civil Code.
7. Any disputes shall be resolved by the court competent for the registered office of the Provider.