

TECHNICAL SUPPORT REGULATIONS
(Technical Support Portal)
TECHBASE

Definitions

Technical Support (WT) is a service including the acts performed for the Client, due to the Client's rights, by the TECHBASE Technical Department, whose aim is to offer the knowledge provided by the TECHBASE specialists for possible optimization of use of the used device (product), rendered on the basis of a Client's inquiry, pursuant to the rules specified in these regulations.

Nature of the Service – The WT service does not constitute a training, or any other form of instruction especially concerning the basic knowledge of maintenance and operation (use) of the device purchased by the Client from TECHBASE, it is specialized and as such is dedicated to those Clients, who already have the basic knowledge of use of a device.

The Device (Product) - a product forming a part of the trading offer of TECHBASE, which has been sold to the Client.

TECHBASE – a company operating under the TECHBASE Group Sp. z o.o. firm with its registered office in Gdańsk.

Client – an entity entitled to use the Technical Support service in accordance with these regulations.

Inquiry – presentation, commencing rendering of the WT service, of an issue (question) by the Client understood in particular as a precise inquiry of a technical nature requiring a broader technical expertise. Submitting (sending to TECHBASE) an inquiry implies unconditional acceptance of these regulations.

Regulations - The regulations of rendering Technical Support services to Clients of TECHBASE.

The rules of Rendering the Technical Support Service

1. The WT is a service rendered
 - against payment
 - depending on circumstances, in a form of technical consultation (advice) including consultation requiring a technical analysis, covering recommendation for solving a technical issue stated in an Inquiry.
 - exclusively in relation to the use of a device (product) sold by TECHBASE, excluding matters connected with the process of installation (assembly) of a device in the Client's environment.
2. The Technical Support Service for devices (products) is available via the Technical Support Portal, hereinafter referred to as "the Portal". Monitoring of the issues discussed on the Portal on a current basis is a basic duty of the Client conditioning a correct provision of the WT service rendered in his favour, violation of such a duty does not give grounds for any claims against TECHBASE.
3. TECHBASE provides the Client with information related to the rendered service exclusively via the Portal. The Client is obliged to specify an e-mail address for contact and to update the address during the effective period of the service. TECHBASE is not liable for non-delivery of information to the Client as a result of specifying an incorrect e-mail address or failing to update the e-mail address by the Client or other technical difficulties not on the

part of TECHBASE.

4. Specifying e-mail addresses by the Client also constitutes a consent to receiving information on the new promotional offers, products and services and other TECHBASE commercial information and to sending such information via means of electronic communication (e.g., e-mail) and is equivalent to expressing such a consent in accordance with the provisions of the Act of 29 August 1997 on Personal Data Protection (i.e. Journal of Laws, 2002, No. 101, item 926, as amended) and the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws, 2002, No. 144, item 1204, as amended).
5. Availability of the WT is limited by time the Client is entitled to and applies only to a part of the devices (products) offered by TECHBASE.
6. The Client shall have the right to use the granted amount of the WT hours.
7. The time spent on handling the technical issue submitted by the Client is determined by an employee of the TECHBASE Technical Department.
8. The Client shall have the right to receive the information on unused (remaining) amount of hours the Client is entitled to.
9. After exceeding the granted limit of WT hours, the Client shall have the right to continue the WT against payment.
10. A condition of availability of the WT service is prior making of the Payment, in accordance with the current price list, in the full amount into the bank account specified in the order. The date of payment is accepted to be the date of crediting the TECHBASE bank account.
11. The unused WT limit expressed in full hours, which was paid by the Client, is subject to settlement at the request of the Client through a refund of the paid amount after a proportional deduction of the part equal to the used part of the purchased limit, which exhausts any claims by the Client.
12. The Client authorises TECHBASE to issue VAT invoices without the signature of the recipient.
13. TECHBASE is not liable for any consequences connected to specifying false or incorrect data in the order.
14. The Client is obliged to inform TECHBASE about any data changes.
15. All the information on the scope of the rendered WT service and the current WT price list may be obtained via the a2s.pl catalog and in the TECHBASE office.
16. Granting WT to the Client:
 - does not constitute a confirmation of any liabilities (or assuming obligations) by TECHBASE to the Client for the sold device (product), in particular it does not constitute even an indirect confirmation of any fault or defect (irregularities),
 - does not result in arising of any rights in relation to TECHBASE or a third-party, in particular it does not constitute a warranty or other form of assurance, that a recommended advice within the WT will result in a solution to the technical issue in a manner satisfying the Client's expectations, or it does not constitute an acceptance

of a notification of a defect (other irregularity) or a complaint application (a complaint resulting from a warranty/guarranty) related to the Device (product),

- does not transfer any copyrights and does not constitute a basis for assuming doing so or an existence of any liability or regulation in this matter.

17. TECHBASE is not liable to the Client or a third-party for damage, destruction, loss, possible repair cost or any other loss applying the advice within the WT

18. TECHBASE shall have the right to refuse further granting of the WT, which applies in particular to cases, when the Client does not provide the information, which were deemed necessary by TECHBASE to provide the Service, as well as when further instructions (advice) in the context of a submitted technical issue were specified, or is irrelevant/pointless in the view of TECHBASE. TECHBASE reserves the right to refuse further granting of the WT also without giving reasons, if it is justified in the interest of TECHBASE.

19. The Technical Support service is confidential.

- The WT, as a service connected to the Device (product) sold by TECHBASE, is confidential, which means that together with granting the service the Client shall have individual right to use the expertise obtained within the WT exclusively in the scope of use of the Device (product), therefore other use of this right and the knowledge obtained in connection with the above is excluded, in particular consisting in deriving any benefits connected with further use of even a part of this knowledge by the Client, including provision to a third-party, however, provided that the subject limitation does not apply to the actions justified by the Clients interest, directly connected to the projects carried out by the Client with the use of the Device (product), unless it is against the interest of TECHBASE. The above statement applies to all cases of disclosing the information within the WT to a thrid-party, it concerns in particular the data, which unauthorised disclosure could expose TECHBASE to damage. As an act to the detriment of TECHBASE shall be construed in particular such a use of knowledge and/or data obtained within the WT, which could be against the interest of TECHBASE.
- At the same time TECHBASE reserves the right to control the resources transferred within the WT in respect of their confidentiality and a proper limitation of processing the data recognized as confidential.
- The above is not against the actions of TECHBASE taken for the interest of a wider group of TECHBASE customers in order to minimize the need of the use of the WT service in connection with granting the access to the expertise within the TECHBASE resources, including in particular information provided to the Client within the WT, and publication of which shall be subject to a necessary anonymization of data that can individualise the Client in a manner prejudicing their rights.

20. TECHBASE reserves the right to change the regulations and the price list. The Clients using the WT service shall be notified about such a change 30 days in advance. The Client shall be informed about any changes by e-mail or by mail, in accordance with the telephone and address details, given at the order or made available during the purchase of the Device (product). In such a case the lack of a written notice of termination of a rendered service by the Client, at least 14 days before the date of change, which concerns the information, means

the automatic acceptance of the changes by the Client.

21. The Polish Law shall be the law for all the legal relationships arising from these Regulations. Any disputes shall be resolved by the relevant courts of ordinary jurisdiction.