

Terms of Use of ArchieBot Services

I. Definitions

Terms used in the Regulations mean:

1. **Regulations** - these terms and conditions of using the ArchieBot Services.
2. **ArchieBot Services** - services provided electronically enabling broadly understood communication and collaboration via the Internet, described in detail in the Agreement.
3. **Internet Service** - an internet service available at <https://app.archiebot.com/auth/login>
4. **User** - any natural person who uses the ArchieBot Service in any role.
5. **Client or Customer** - a natural person, legal person or organizational unit that is not a legal person, whose provisions specifically grant legal capacity with which the Service Provider has entered into an Agreement and which allows ArchieBot Users to use the Service (personally, or acting through other Users, who have already to use the service). A customer using ArchieBot Services is considered a User.
6. **Agreement** - a contract for the use of ArchieBot Services concluded between the Service Provider and the Customer including, in particular, the scope of ArchieBot Services available, access period to ArchieBot Services and payment terms for access to ArchieBot Services.
7. **Account** - one position within which the Customer may use the ArchieBot Service at a given time.
8. **Customer Administration Panel** - part of the Website, through which the Customer may use and manage in the scope indicated by the Service Provider from the ArchieBot Services.
9. **User's Content** - verbal, graphic, audio or video content that the User may send via ArchieBot Services or post on the Website. User's material may not contain images of natural persons unless they are available only to other logged in Users.

10. **Service Provider** - RTCLab sp. z o.o. with its registered office in Gdańsk at al. Grunwaldzka 212, 80-266 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Department of the National Court Register under No. KRS 0000613170, with share capital in the amount of PLN 50,000, with NIP: 5842748894
11. **Consumer** - a person using ArchieBot Services in a manner not directly related to its business or professional activity.

II. General provisions

1. These Regulations define the rules for the use of ArchieBot Services and apply to the Customer when the Agreement does not indicate anything else.
2. ArchieBot services are provided by the Service Provider.
3. The basic functionality of the ArchieBot Services is to enable mutual communication of audio, video or text users.
4. The minimum hardware requirements for using the ArchieBot Services are as follows:
 - a) Computer with Internet access;
 - b) Access to e-mail or mobile phone;
 - c) Recommended monitor resolution: 1024x768 pixels;
 - d) Internet browser: Mozilla Firefox version 50 or newer with enabled JavaScript and cookies; either Google Chrome version 55 or later, or Opera version 44, or Safari version 11.
 - e) In order to use the video and audio functionality, the User's computer should be equipped with a camera and a microphone.
5. Users can get access to these Regulations at any time via the link found on the main page of the Website and download it [here](#) and prepare the printout.
6. The Service Provider makes every effort to ensure that Users have the possibility to use all of the ArchieBot Services functionalities 24 hours a day, however, it reserves the right to temporarily suspend some or all of the ArchieBot Services functionalities in order to carry out their maintenance, updates or repairs. Any planned suspension or planned repairs shall not be carried out without 14 days notification to the Users.

7. The Service Provider makes every effort to ensure that all functionalities of ArchieBot Services work properly. Nevertheless, the Service Provider is not responsible for any malfunctions in the functionality of the ArchieBot Services.
8. In particular, the Service Provider is not liable for any damages (including actual, indirect and lost profits) caused by lack of access or incorrect operation of the ArchieBot Services, unless:
 - a) what is otherwise stated in the Agreement,
 - b) the damage was caused by the Service Provider intentionally,
 - c) the aggrieved party is a Consumer - in this case the scope of the Service Provider's liability is determined by the applicable law in relation to Consumers.
9. The Service Provider informs and the User accepts that the availability of some functionalities of the Website depends on other service providers, e.g. YouTube, Spotlightr, Prezi. In the event of termination of the provision of such services by service providers or in the event of a change in their scope, the functionalities of the Website based on them may be disabled or modified.

III. Rules for using ArchieBot Services

1. All graphic elements, technical solutions and other elements of the ArchieBot and Internet Service, in particular HTML and XHTML, CSS sheets, JavaScript and multimedia links, as well as programs made available via the Website are protected by law from the point of view of copyrights and industrial property rights due to the Service Provider or other entities.
2. The User has no right to copy or record elements or entire ArchieBot Services or the Website and their elements in any way and in any form.
3. The User may use the ArchieBot Services only through the Account made available to the User by the Customer in accordance with the Agreement. The agreement specifies the scope of ArchieBot Services that will be available to Users to whom the ArchieBot Services have been made available by a given Client.
4. The Customer may manage his ArchieBot Accounts and Services as part of the functionalities made available by the Service Provider via the Customer Administration Panel. Logging in to the Customer Administration Panel requires entering a login and password.

5. The Customer is not entitled to allow any third party who does not provide Customer's staff access to ArchieBot Services or his / her Customer Administration Panel, unless otherwise stated in the Agreement.
6. To use the basic functionalities of ArchieBot Services, it is not necessary to install additional software. Using some of the ArchieBot functionalities may require installation of additional software on the User's device, about which the User will be notified on the Website.
7. The Service Provider does not save any communication between Users.
8. The User, by sending or posting User Materials, represents his own views and opinions taking full responsibility for the published content. The Service Provider does not bear any responsibility for User Materials.
9. It is unacceptable to send or post User's Materials that are in conflict with the applicable law or violate the rights of third parties, in particular:
 - a) content of a pornographic nature,
 - b) illegal advertising content: alcohol, nicotine products or gambling,
 - c) content infringing the copyrights of third parties.
10. It is also unacceptable to use the ArchieBot Services for purposes inconsistent with applicable law, in particular to organize gambling games, including poker.
11. ArchieBot services are not intended and cannot be used for telemarketing or call center unless the Agreement provides otherwise.
12. The Service Provider is entitled to block access to some or all of the Accounts in the event that the Customer or the User, while using the ArchieBot Service, engages in unusual activities that deviate from the normal use of the ArchieBot Service in accordance with its intended use, in particular those that may overload the Service Provider's system, such as making many short-term calls,
13. The Service Provider reserves the right to remove or block the possibility of sending or placing User Materials violating these Regulations without notifying the User, as well as the right to block the use of ArchieBot Services in relation to persons violating the provisions of the Regulations or provisions of generally applicable law.
14. The User, at the time of sending or posting the User Material, grants to the Service Provider a non-exclusive license to use the User's Content as a whole, as well as all elements

contained in the User Material, in whole and in fragments, with and without modifications, without time limits, free of charge and without territorial restrictions, along with the right to sub-license for payment or free of charge, under the same conditions to enable the provision of the ArchieBot Service.

15. The Service Provider, acting also by appointed moderators, is entitled to any transfer or modification of the User's Material, as well as to block or delete User's Material or the entire discussion in case if the User's Content violates these Regulations.
16. The Service Provider reserves the right to charge the User who violates the Regulations by posting content or other materials of an advertising nature of remuneration, as for advertising on commercial terms.
17. If, in connection with the violation of the law or the rights of a third party by any User Material posted or sent as part of the use of ArchieBot Services, the Service Provider was threatened with any responsibility, the User is obliged to release the Service Provider from such liability in the widest law allowed by law in the scope, if the Service Provider incurs losses or costs, to return such losses or costs in full.

IV. Customer responsibility

1. The Customer shall be liable for the use of ArchieBot Services by all Users to whom he has made use of the ArchieBot Services, and to whom such Users have made available the Users with whom the Customer previously made use of the ArchieBot Services available.
2. During the term of the Agreement, the Customer is obliged to refrain from:
 - a) expressing to third parties or publicly any negative opinions about the Service Provider, ArchieBot Services or the Website,
 - b) conduct business competitive to the ArchieBot Services,
 - c) act in any way to the detriment of the Service Provider, its staff or associates or the ArchieBot Services.
3. Regardless of the content of the Agreement, the Service Provider has the right to terminate the Agreement with immediate effect in the following cases:
 - a) the Customer violates the Agreement or the Regulations and does not cease the violations despite the warning, however, in the event of violation of the essential provisions of the Agreement or the Regulations, the Service Provider may terminate the Agreement without additional warning;

- b) the Customer uses or permits the use of the ArchieBot Services for activities incompatible with any applicable law or for purposes inconsistent with the Agreement or the Regulations,
- c) the Customer is delayed with the payment of any remuneration provided for in the Agreement or its annexes.

V. Complaints

- 1. All complaints related to the use of the ArchieBot Services should be directed to: support@archiebot.com. The complaint should contain the reason for the complaint.
- 2. The Service Provider will consider the complaint within 30 calendar days.

VI. Personal data

- 1. The Customer of the User's data using the ArchieBot Services is the Customer. If the Customer is covered by the European Union Law, all rights of the User and the duties of the Administrator within the meaning of Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement such data and the repeal of Directive 95/46 / EC (general regulation on data protection - GDPR) are implemented in relation to the client. If the Customer is not covered by the European Union Law, the above aspects are regulated by other law applicable to the Customer.
- 2. In the context of the provisions of paragraph 1 above, the Service Provider is a processor, to whom the Customer has entrusted, under a separate agreement, the processing of Users' personal data. Conclusion of such a contract with the Customer is a prerequisite for using the ArchieBot Services.
- 3. Detailed conditions regarding the privacy policy of the Website and personal data possibly processed as part of the Website in the context of cookies and other technologies on the website are included in the [Privacy Policy](#) and [Cookie Policy and other technologies on the website](#)

VII. Final provision

- 1. The provisions of the law of the Republic of Poland shall apply to these Regulations.

2. In the case of Customers or Users who are not Consumers, the competent court for considering disputes arising from the use of the Website is a court with jurisdiction over the seat of the Service Provider.
3. The Service Provider may make changes to the Regulations. Changes may be dictated by changes in the technological, legal, economic or organizational aspect of the Service Provider's activities, as well as changes in the structure or content of ArchieBot Services or the Website or the Service Provider's offer. Any changes to the Regulations will be communicated to the Customer and will become effective after 30 days of such sending such information unless the Service Provider informs you of a different moment of entry into force of the changes.