inteliLex

inteliLex Terms of Use

The following Terms of Use define general terms of using the Application, as well as other actions taken by the Organization and User in terms of functionalities and services provided by inteliLex for the Users.

Every entity willing to use the Application has to read and agree on the those Terms of Service. If you do not agree to be bound by it, you are not authorized to access or use any of the services or software. The Terms of Use and other terms and conditions of service shall be made available to everyone free of charge prior to the conclusion of the Agreement, as well as - on each request - in such a way as to enable a given person to acquire, play and record the contents of the Regulations by means of the ICT system he or she uses. Detailed rules of using the functionality are available in dedicated tabs of the Website. Some of the special functionalities provided by inteliLex are subject to conditions which are additional and complementary to these Regulations.

1. **DEFINITIONS**

    1.1. Application – a computer program provided by inteliLex in a form of an add-in to Microsoft Word text editor, used for suggesting pieces of text based on text files uploaded by the Organization;

    1.2. Price List – price list of available Subscriptions published in the System;

    1.3. inteliLex – inteliLex sp. z o.o. with its registered office in Wrocław, address: 50-202 Wrocław, ul. Księcia Witolda 49/15, registered under KRS (National Court Register) No. 0000822446, Tax Identification No. 8982255377, share capital 5.000 zł;

    1.4. Organization Account – a set of resources maintained by inteliLex in the System, in which the Organization's data is collected, including documents and User data, enabling the management of the functionalities of the Application and the System, as well as granting access to the Application to individual;

    1.5. User Account – a set of resources maintained by inteliLex in the System - under a unique name (login) and secured with a password - in which the User's data and information on his or her activities in the System are collected, enabling the use of the Application;

    1.6. License - license for the Application granted by inteliLex to the Organization under the terms of the applicable Microsoft license terms;

    1.7. Organization – a legal person, a natural person or an organizational unit without legal personality, using the Services under the rules specified in the Terms of Use, for purposes related to its business or professional activity;

    1.8. Privacy Policy – a document that regulates the security of privacy protection and processing of personal data of the Users and the Organization; the Privacy Policy is a supplement to the Terms of Use and is available under the link https://intelilex.net/privacy-policy.html;

    1.9. Terms of Use – this regulations document of providing services by electronic means;

    1.10. System – software offered by inteliLex and made available through https://intelilex.net/ and portal.intelilex.net;

    1.11. Force Majeure - an event which could not have been foreseen with the diligence required in the professional relationship, which is external to both inteliLex and the Organization, and

which they could not resist by acting with due diligence; in particular, a hacking attack or the introduction of malicious software into the Application shall be considered as Force Majeure;

1.12. Subscription - a variant defining the subject scope of Services provided by inteliLex, selected by the Owner of the Organization on the basis of options made available by inteliLex within the System;

1.13. Agreement - an agreement concluded between inteliLex and the Organization, the subject of which is the use of the Services by the Organization and Users;

1.14. Service - services provided electronically by inteliLex to the Organization and Users via the Application and the System;

1.15. User – natural person operating within organization structure of the Organization, having access to the Application;

1.16. Owner of the Organization - an individual authorized to represent the Organization in relations with inteliLex, with particular regard to the selection of Subscription and conclusion of the Agreement;

1.17. Account Blocking - a sanction applied by inteliLex in situations specified in the Terms of Use, resulting in the inability to log in to the Application and in the inability of the User or the Organization to perform all or some operations.

2. PRELIMINARY PROVISIONS

2.1. The Organization may not commence using the Services and the Application until it has read and accepted the Terms of Use and the Privacy Policy. Upon commencing use of the Services and the Application, the Organization will be deemed to have accepted the Terms of Use and the Privacy Policy without reservation.

2.2. The Privacy Policy, available here, https://intelilex.net/privacy-policy.html is a supplement to the Terms of Use.

2.3. inteliLex shall not place on its website offers submitted in electronic form within the meaning of the Civil Code. In particular, the provisions concerning the submission of an offer in an electronic form shall not apply.

2.4. The provision by inteliLex of Services related to the use of the Application by the Organization is free of charge (demo account) or chargeable (Subscriptions).

2.5. It is prohibited to provide illegal content as part of the Services, System or Application in a manner inconsistent with the provisions of these Terms of Use, applicable laws, good manners and principles of social coexistence.

2.6. The System and its components, including design and content, are protected by copyright and/or other intellectual property laws. These elements may not be reproduced, distributed or published by the User, in part or in full, without the consent of InteliLex. In particular, the Terms of Use do not allow the Organization to reproduce, distribute, lend, sell or otherwise redistribute directly or indirectly, whether in return for payment or free of charge, without the consent of inteliLex.

3. SERVICES

3.1. inteliLex, upon acceptance of the Terms of Use by the Owner of the Organization, undertakes to provide electronic services to its Organization. Using the System, the Owner of the Organization concludes an agreement with inteliLex for the provision of services by electronic means.

3.2. Within the System, inteliLex offers the following services:

    3.2.1. providing the access to the Syste;

    3.2.2. possibility to download and use the Application;

    3.2.3. the possibility of sending documents as part of the functionalities of the Application and the System for processing, i.e. automatic anonymisation (removal of personal and registration data contained in sent documents) and analysis of text with a view to making it available in the Application. inteliLex makes every effort to ensure that the anonymizing algorithm fully anonymizes the documents, in particular, it constantly develops the algorithm. inteliLex reserves, however, that some parts of the text may not be deleted as a result of anonymization. In this case, at the request of the Organization, inteliLex may verify the document in question and re-anonymize it after the Organization has indicated clauses and sentences which it considers not to have been correctly anonymized;

    3.2.4. suggesting provisions from documents processed within the functionality of the Application;

    3.2.5. possibility to manage User Accounts under the purchased Subscription;

    3.2.6. sharing best practice of writing documents.

4. TECHNICAL REQUIREMENTS

4.1. In order to use the functionalities of the System, the following minimum technical requirements must be met on the User's side: (a) a device with access to the Internet, (b) an active electronic mail account (email); (c) the current version of one of the following web browsers installed: FireFox, Opera, Edge, Chrome, Safari.

4.2. In order to use the functionalities of the Application, the Organization has to:

    4.2.1. have a device with access to the Internet;

    4.2.2. register within the System;

    4.2.3. have Microsoft Word version 2016 or later installed on the device or access to Word applications within Microsoft 365 and

    4.2.4. have JavaScript enabled in your web browser. inteliLex recommends that you use the Google Chrome browser when operating the Customer Portal;

    4.2.5. have the Application installed;

4.3. The acceptable format of documents processed within the System is: docx.

5. ORGANIZATIONS

5.1. Services are provided to entrepreneurs, i.e. natural persons, legal persons and organisational units which are not legal persons and which carry out in their own name economic or professional activities.

5.2. The services and the Application are not intended for consumers. This means that they should not be used for domestic, leisure or other purposes not related to business or professional activities.

5.3. The application is a computer program which requires appropriate knowledge and skills to use. At the time of commencement of use of the Application, the Organization declares that it, as well as the Users, have appropriate knowledge and skills to properly use the Application.

5.4. The Owner of the Organisation declares that he acts in the name or on behalf of a legal entity, e.g. a company, he declares that he is fully entitled to do so. inteliLex may verify the Owner

of the Organisation, but is not obliged to do so. The Organisation Owner is responsible for the Organisation's actions.

6. REGISTRATION

6.1. The Organization within the functionality of the System may establish an Organization Account. For this purpose it goes through the registration procedure within the functionalities of the System and buys the Subscription for the amount specified in the Price List.

6.2. Upon confirmation by inteliLex of the Account registration, an Agreement for an indefinite period of time shall be concluded between the Organization and inteliLex, provided that the authorization and/or authorization of the Owner of the Organization to set up the Account and conclude the Agreement is confirmed. If the Owner of the Organization is not authorized or authorized to an appropriate extent, the Agreement shall be null and void.

6.3. After Registration on the System, selection and payment of the relevant Subscription, the Organization obtains access to Services allowing it to use the Application and create User Accounts, among others.

6.4. The Organization is not entitled to make an assignment of rights and obligations under the Agreement without the consent of inteliLex.

7. USAGE OF THE APPLICATION

7.1. Rights and obligations of the Organization and Users:

7.1.1. Organization can have only one Organization Account;

7.1.2. The Organization may manage its documents and Users using the functionalities of the System through Users to whom the Organization will grant appropriate rights through the System. The Organization is fully responsible for the way these persons act, including the legality of their actions;

7.1.3. The Organization has the right to grant access to the Application only to as many Users as the number of Users permitted under the purchased Subscription;

7.1.4. The Organization has the right to make available in the Application only as many documents as the Subscription it has purchased. If the limit is exceeded, the possibility of making further documents available is blocked until the number of documents is reduced below the limit;

7.1.5. The Organization has the right to order additional Subscription at any time. The cost of additional Subscription in the first settlement period will be proportionately reduced by the number of days of that period that elapsed before the order was placed;

7.1.6. The Organization has the right to reduce its Subscription starting from the relevant Subscription Period, calculated over periods of 30 or 365 days (Billing Period) after buying Subscription, no later than 7 (seven) days before the end of the preceding Billing Period;

7.1.7. The Organization is not authorized to use automation mechanisms, including robots, for purposes other than the proper use of the Application; to take actions which may adversely affect the functioning of the infrastructure of inteliLex; to use any content owned by inteliLex for purposes other than the use of the Services;

7.1.8. it is prohibited to use one User Account by more than one person.

7.2. Rights and obligations of inteliLex:

7.2.1. inteliLex shall make every effort to ensure continuity of the System and the Application;

7.2.2. inteliLex reserves the right to plan technical interruptions to the System. Such interruptions will be communicated at least 24 hours in advance;

7.2.3. inteliLex reserves the right to contact the Owner of the Organization in the case of suspected violation of the provisions of the Terms of Use in order to clarify them;

7.2.4. inteliLex has the right to temporarily block the User's or Organization's Account in case of violation of the provisions of these Terms of Use. The Account shall be unblocked after inteliLex has determined that the violation has ceased.

8. SUBSCRIPTIONS AND SERVICE CONDITIONS

8.1. Within the functionality of the System, the Organization may purchase Subscriptions for the provision of Services by inteliLex.

8.2. Subscriptions vary in terms of their duration, scope of functionality and have different limits related to, among other things, the number of persons who may use the Services as well as the number of documents that may be processed within the Application.

8.3. All information regarding the types of Subscription is published as part of the System, and the cost of purchase is included in the Price List. You should verify this information and purchase a Subscription that is appropriate to your needs and the nature of your business.

8.4. 7 calendar days prior to the end of the settlement period, the Agreement shall be automatically extended for another period corresponding to the completed settlement period, unless it is terminated earlier by making an appropriate statement by the Organization or inteliLex. The rule specified in the preceding sentence shall apply in the case of expiry of subsequent, extended periods of the Agreement.

8.5. Upon renewal of the Agreement under the terms set forth in clause 8.4 above, inteliLex shall acquire the right to issue a pro-forma invoice for the amount of monthly Subscription.

8.6. If the value of the Subscription is not paid by the Organization before the commencement of the new settlement period, i.e. before the commencement of the new Subscription, inteliLex is entitled to block the Organization's access to the Services until the overdue payments are made by the Organization.

8.7. inteliLex shall immediately unblock access to the Services upon payment of overdue payments by the Organization.

9. PAYMENTS

9.1. Payment for the Subscription is made through functionalities and services made available by the payment operator, i.e. an entity holding a permit to operate as a national payment institution issued by the Polish Financial Supervision Authority and registered in the Payment Services Register, in accordance with the Payment Services Act or otherwise provided for each time in the System.

9.2. Payment shall be possible through functionalities provided by third parties, with particular regard to the payment operator PayPro SA.

9.3. The Organization is required to make payment immediately after selecting Subscription and ordering it.

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9.4. The temporary unavailability of the functionalities and services referred to in paragraph 9.1 above shall not relieve the Authority of the obligation to make payments when their availability is restored.

9.5. In order to pay for Subscription, the Organization shall choose the form of payment available through the functionalities of the System or through services provided by third parties and shall follow the displayed messages. inteliLex shall not be liable for any damage to the Organization resulting from the use of the functionalities or services of the payment operator and other third parties.

9.6. Prices for Subscriptions quoted by inteliLex are net prices.

9.7. Fees are non-refundable.

9.8. inteliLex shall be entitled to make changes to the terms and conditions specified in the Price List, which does not constitute an amendment to the Agreement in the settlement period in which the Price List was changed. If the Agreement is not terminated due to the end of the settlement period, the new Price List shall be binding on the Organization at the beginning of the next settlement period.

9.9. By accepting the Terms of Use, the User agrees to receive electronic invoices to the e-mail address indicated during registration in the System, as well as through the appropriate functionalities of the System.

9.10. If the Agreement is not performed by inteliLex for reasons attributable to it or the fee has been unduly charged, the Organisation may be refunded the fee in whole or in part, as charged.

10. LICENCE

10.1. When the Subscription is purchased by the Organization, inteliLex grants to the Organization a territorially unlimited License to the extent necessary to use the Services. The License is granted for the duration of the Agreement.

10.2. The application is protected by intellectual property rights, with particular emphasis on the copyrights belonging to inteliLex. inteliLex reserves all rights to the Application not expressly granted to the Organization under the Agreement. In particular, the Agreement does not allow the Organiser to do so: (a) reproduce, distribute, lend, dispose of or otherwise redistribute the Application, whether in return for payment or free of charge, without the consent of inteliLex, (b) modify, reverse engineer or otherwise interfere with the Application, (c) use and develop the intellectual property of inteliLex to create its own products and services, (d) use the intellectual property of inteliLex for an unlawful purpose or to the detriment of inteliLex. Any behaviour meeting the above conditions shall be considered a breach of the Agreement.

11. TERMINATION OF THE AGREEMENT

11.1. The Organization has the right to terminate the Agreement by sending an e-mail from the Owner of the Organization to office@intelilex.net. inteliLex will delete the Organization's Account, including the Organization's databases within the System and Users, within 3 working days of receiving the message.

11.2. Termination of the Agreement does not entitle the Organization to demand reimbursement of any costs or fees for unused Subscription time.

11.3. inteliLex has the right to terminate the Agreement with immediate effect (without a notice period) in the case of:

    11.3.1. finding serious infringements of the Terms of Use of the Organization or a single User;

    11.3.2. use the Application in a manner contrary to the License granted;

    11.3.3. lack of payment for the Subscription purchased by the Organization.

12. DEMO ACCOUNT

12.1. inteliLex provides a free demo account to which any person with the Application can log in. The contents of this account are for demonstration purposes only and may not be used commercially.

12.2. inteliLex reserves that a demo account may have a limited range of functionality compared to the paid version of the Application.

12.3. All provisions of these Terms of Use apply to the Demo Account, including those relating to the conclusion of the Agreement and the consequences of its termination or expiration, as appropriate, subject to the provisions relating to Subscription. A demo account is intended solely to verify the ability and operation of the Application. The Organization is not entitled to use a demo account in a wider scope, in particular it is not entitled to use it as part of its business or professional activity.

13. PERSONAL DATA

13.1. To the extent that the information provided by the Owner of the Organization in the course of registration under the System constitutes personal data within the meaning of the law, inteliLex is their administrator.

13.2. The personal data referred to in clause 13.1 above shall be processed for the purpose of providing the Services, performing the Agreement and fulfilling the obligations of inteliLex under the provisions of law.

13.3. Other information concerning the processing of personal data by inteliLex as administrator is available in the Privacy Policy.

13.4. The Organization declares that it is the controller of personal data within the meaning of the Regulation of the European Parliament and the EU Council of 27 April 2018 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR") in relation to personal data entered by it in the context of using the Application.

13.5. inteliLex guarantees that (taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the processing and the risk of infringement of the rights or freedoms of natural persons of varying probability and seriousness) it has implemented appropriate technical and organisational measures to ensure a degree of security in the processing of personal data corresponding to the relevant risk. inteliLex also ensures compliance with Article 28(2) and (4) of the GDPR.

13.6. Upon commencement of the use of the Services, the Organization entrusts inteliLex with the processing of personal data entered voluntarily by the Owner of the Organization and the Users within the Application.

13.7. inteliLex will process the personal data entrusted to it exclusively for the purpose of ensuring the correct operation of the Application, ensuring its availability and eliminating any errors or faults that may occur.

13.8. inteliLex processes personal data entrusted to it for processing only on the documented instructions of the Organisation. Acceptance of the Terms of Use shall be deemed to be equivalent to the issuance of such an order by the Organization.

13.9. inteliLex ensures that access to the data which inteliLex processes on behalf of the Organisation will only be granted to persons to whom inteliLex has granted the authorisations referred to in the data protection legislation and who have been trained on how to secure the data processed according to the new standards. inteliLex also ensures that persons authorised to process personal data undertake to maintain the secrecy of personal data as well as ways to secure them, or that they are subject to an appropriate statutory obligation of secrecy, and that these persons undertake to comply with the provisions of the GDPR and national regulations issued on the basis of them.

13.10. inteliLex shall make available to the Organisation without delay all information necessary to demonstrate compliance with the obligations laid down in generally applicable legislation on personal data protection. inteliLex shall allow and contribute to the organisation, as controller or professional auditor authorised by the organisation to carry out audits, to carry out audits, including inspections.

13.11. Given the nature of the processing, inteliLex shall, as far as possible, help the controllers, through appropriate technical and organisational measures, to comply with their obligation to respond to the data subject's requests for the exercise of his rights as defined by the GDPR. Given the nature of the processing and the information available to inteliLex, inteliLex also helps the controllers to comply with the obligations laid down in Articles 32 to 36 of the GDPR.

13.12. inteliLex undertakes to notify the Organisation of breaches relating to data processing. In particular, inteliLex undertakes to inform the Organization immediately, but no later than within 36 hours of receiving the information, of any events which may result in the liability of the Organization as administrator, on the basis of generally applicable regulations related to personal data protection.

13.13. intelilex may entrust the processing of personal data entrusted by the Organization to other entities in order to implement the functionality of the Application and within the internal processes of servicing the Organization and providing access to the Application.

13.14. Further entrustment of the processing of the personal data controlled by the Organisation will take place in particular with Google LLC and Microsoft Corporation, to which the Organisation hereby agrees.

13.15. inteliLex shall inform the Organisation of any intended changes regarding the addition or replacement of other processors at least 7 (seven) working days prior to the planned start of processing by another processor, thus enabling the Organisation to object to inteliLex using another processor. In the absence of such opposition, the Organisation shall be deemed to have agreed to the change.

13.16. inteliLex undertakes to ensure that the provisions of the agreement concluded with the entity to which inteliLex entrusts the processing of the entrusted personal data reflect the provisions on data protection established between inteliLex and the Organisation in the Terms of Use and the recommendations of the GDPR in this respect.

13.17. intelilLex declares that it will further entrust the processing of personal data only to entities which ensure compliance with the rules of the GDPR and ensure adequate protection of the data entrusted to them.

13.18. After the provision of services to the Organisation relating to the processing of personal data, inteliLex shall delete all personal data and existing copies thereof, unless EU law or the law of a Member State requires inteliLex to store personal data.

14. RESPONSIBILITY

14.1. inteliLex shall not be liable for the use of the Application and its functionality by Users in a manner contrary to the provisions of the Terms of Use, legal regulations, good manners and other generally applicable rules, improper use of the System by the User or the Organization.

14.2. inteliLex shall not be liable for actions taken by the Users within the Application. In particular, inteliLex shall not be liable for any damage arising in connection with the use of the Application by Users, unless such damage was caused by intentional fault of inteliLex.

14.3. The liability of inteliLex is limited to the damage actually suffered by the Organisation and does not include the benefits lost by the Organisation.

14.4. inteliLex shall not be liable for the content uploaded to the Application by the Organization or the Users.

14.5. In the case of infringement by the Organization or the User of any third party rights through the functionalities of the Application, the Organization shall indemnify inteliLex against any liability to third parties and, if necessary, pay any damages, penalties or other sums of money awarded against inteliLex in connection with the infringement committed by the User or the Organization.

14.6. inteliLex shall not be liable for the content created using the Application, including its loss, changes or obligations resulting from it. The organisation and Users shall be responsible for saving and storing the content created using the Application.

14.7. inteliLex shall not be liable for any infringement resulting from actions of third parties, including inteliLex suppliers, including Microsoft and Google, or technical problems resulting from actions of the above mentioned inteliLex suppliers, which may result in interruptions in access to the System.

14.8. inteliLex does not guarantee that the Application will be fully compatible with other programs or applications installed in a given environment, and shall not be liable for any errors or damage resulting from such incompatibility.

14.9. The Organization shall be obliged to cover any damage caused as a result of actions that are illegal or against the Terms of Use or omission of those rules of the Organization or individual Users. The Organization shall be obliged to reimburse all costs incurred by inteliLex in connection with the claim for compensation.

14.10. The Organization bears full responsibility for each of its Users.

15. SERVICES PERFORMANCE AND COMPLAINTS

15.1. inteliLex makes every effort to ensure the proper functioning of the Application and undertakes to ensure the continuity of the Services, subject to the following provisions.

15.2. The above obligation does not cover events and their consequences related to: problems caused by loss of data for reasons attributable to the User; unauthorized interference of the User or third parties in the Application; action of Force Majeure;

15.3. The User is entitled to make a complaint regarding the operation of the Application.

15.4. The user makes a complaint through: (i) sending a letter to inteliLex, (ii) sending an e-mail to the following address support@intelilex.net.

15.5. A complaint shall be considered by inteliLex within 14 days of its submission. The User shall be informed about the manner of complaint handling by letter or e-mail.

16. CONTACT

16.1. In order to contact inteliLex quickly, the user may send an email to support@intelilex.net.

17. CHANGES TO THE TERMS OF USE

17.1. inteliLex reserves the right to modify the Terms of Use. The change may concern in particular launching new functionalities of the Application or other Services provided within the System.

17.2. The change shall become effective on the date indicated by inteliLex, which may not be less than 7 days from the date of making the changed Terms of Use available on the website https://intelilex.net. Events commenced before the date of entry into force of the new Terms of Use shall be conducted on the principles of the existing one.

17.3. The Owner of the Organization shall be notified about changes in the Terms of Use on the website https://intelilex.net/regulamin and by e-mail. In case the Owner of the Organisation does not object to the change of the Terms of Use within 7 days from the date of delivery of information about the changes, the Organisation shall be deemed to have accepted the new content of the Terms of Use.

17.4. In the case of an objection expressed by the Owner of the Organization, under the applicable Subscription, the current version of the Terms of Use shall apply, and upon expiration of the Agreement shall terminate.

18. FINAL PROVISIONS

18.1. All disputes between inteliLex and the Organisation shall be settled by a court having jurisdiction over the registered office of inteliLex.

18.2. The law applicable to the obligations arising from the Terms of Use is Polish law. Agreements shall be concluded in the Polish language.

18.3. This agreement has been prepared in both Polish and English. In the event of any inconsistency, the Polish version shall apply and be binding upon the parties.

Those Terms of Use apply for Organizations registered in the System from: 12.05.2020.

Those Terms of Use apply for new Organizations from the date of publication.