

Introduction

Company offers database services, subject to the following Terms, which may be updated by us from time to time without notice to You.

PLEASE READ THE FOLLOWING CAREFULLY, AS THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME, FORM A BINDING AGREEMENT BETWEEN OUR COMPANY AND YOU.

Your Agreement

By using and/or visiting this web site or by subscribing to or using any products or services offered by the Company, you agree to be bound by both these Terms of Service (the Terms of Use) as well as Privacy Policy. These Terms of Service apply to all users of the Web Site. If You do not agree to any of these terms, then please do not use the Web Site and exit this site immediately.

You affirm that you are either at least 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

Our Services

Our Company offers sale and design of database. A list of our current services is always available on the website, and we are happy to help You with specialty projects that are not within the parameters of our standard offerings.

The Quoting Process

When you submit a Project for a quote, our Company will review the submitted files and will, at its own discretion, send you a quote for approval or reject the quote request. If a quote request is rejected because of incomplete, incorrect, or damaged files you may resubmit the project for a quote with new files. If a quote request is

rejected because of content restrictions, new quotes on the same project will not be accepted.

When approving a quote you acknowledge:

- the source files you have given us are final and ready for development (if you need to submit a new file, please decline the quote, then upload your new files and request a new quote);
- the deposit you pay is non-refundable, and submitting updated files later in the process may cancel a Project's development without a refund; and
- revisions can be made after the Project files are completed and will be charged our standard editorial revision fees.

Once a project quote has been accepted and any required deposits or fees are paid, the project will be placed into the development queue.

Changes to a Project's scope of work or source files, or substantial edits submitted after a quote is approved, even if the deposit has been paid and the Project is in development, could result in the cancellation of the Project and the loss of the deposit. **It is your responsibility to ensure that the files delivered to us are complete and final, and that you have explained fully and clearly anything you want done as part of the Project.**

Payment Terms

Our Company requires the payment of a non-refundable deposit on all new Projects, unless separate arrangements are agreed to in writing by both parties. Company reserves the right to reduce or eliminate this deposit for accounts in good standing or in special cases, and also reserves the right to require complete payment of all charges up front.

Payment on the remaining quoted project fee is due when our Company delivers files that have passed its internal QA standards. While it is expected that clients will desire to review the delivered files, this review process and any revisions that are submitted do not change the due date or payment requirements on the quoted project fee. Company supports its work 100% for life. Revisions may be submitted on

a completed project at any time. Editorial revisions will be billed at our standard revisions rate and payment for completed revisions is due under the standard terms defined below. Revisions work may be delayed if the client's account has an outstanding balance.

All fees set forth above are quoted and payable in PLN. Your complete billing address and telephone number must be provided to process payments. The Company accepts major credit cards through the PayPal payment system, as well as bank drafts including personal checks, money orders, cashiers checks, and company checks.

Rights

Should you engage Company to create database pursuant to the Services described above, Your and our Company rights with respect to the Services and the Work produced by Company for You are defined below.

Copyright: The copyright in the Work shall belong to You or the party that You cite as the copyright holder. You are solely responsible for filing for any copyrights and any other intellectual property with the appropriate governmental body. It is Your responsibility to provide a copyright notice on the copyright page or some other prominent place in the Work.

Ownership: You acknowledge and agree that the Web Site, services, and processes are proprietary to our Company and that the Work is proprietary to You.

Formats: You shall submit the Work as a Microsoft Excel document or other formats as allowed by the Company. These formats and specifications are subject to change at any time in the discretion of the Company.

Software: Please note that all software programming, including without limitation all scripts, widgets, tools, HTML and other code contained in the Web Site or used in the database development process (collectively, Software), is owned by the Company and/or its Licensors and is protected by copyright laws and other intellectual property laws, as well as international treaty provisions. Any unauthorized access to, reproduction, redistribution, publication, display or other use of the

Software is expressly prohibited by law and may result in severe civil and/or criminal penalties. Violators will be prosecuted to the maximum extent possible.

Content Standards

Our Company reserves the right to reject any project for any reason, including but not limited to the presence of content that is outside the bounds of the Company's content standards. Company will automatically reject and not provide a quote on any material which:

- plagiarizes or pirates any other work or infringes upon any copyright, trademark or other proprietary right;
- is injurious to End-Users or others including but not limited to recipes, formulae or instructions;
- violates state and/or federal laws;
- advocates hateful, discriminatory or racist views or actions toward others;
- advocates or condones violence against another person, whether or not the other party is a willing participant;
- advocates illegal activities;
- contains images or illustrations depicting individuals perpetrating graphic violence upon another individual or individuals;
- contains erotica or pornographic content.

Our Company reserves the right to cancel any project or quote request at any time if questionable or inappropriate content is discovered in the database, and You acknowledge that any deposits or payments made will be forfeit.

Warranties and Representations

The warranties and representations contained in this Agreement are made on behalf of You and Your licensees and successors and assigns. By uploading content to our Company, You agree that any violation of the warranties below may result in immediate deletion of Your account and the forfeiture of any payments made or billed.

By submitting Your Work for publication, You warrant and represent that the Work is complete and you or your licensees are the sole owner of the rights herein granted; has full right, power, and authority to enter into this Agreement and to grant the rights granted herein.

You further warrant that the Work contains no materials which:

- would violate any of Your contracts or would disclose any information given to You on the understanding that it would not be published or disclosed;
- contain hyperlinks to affiliate marketing pages, especially if the database is published for the sole intent of publishing hyperlinked content that directs readers to affiliate marketing pages or advocate or promote systems about how to make money on the Internet by publishing database; or
- contain any content that is prohibited by Content Restrictions, listed above.

Infringement

The Company takes claims of infringement seriously and may take immediate action upon notice from someone claiming to be an infringed party. It is Your responsibility to secure permissions to the Work prior to the time You submit such work if any material from the work belongs to, or has been licensed to, someone else.

It is the policy of the Company to respond to all claims of intellectual property infringement. We will promptly investigate notices of alleged infringement and will take appropriate actions required under the applicable intellectual property laws.

To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Indemnification

You agree to indemnify and hold the Company, and its officers, directors, employees, agents, and contractors harmless from and against any and all claims, costs, demands, damages, liabilities, or expenses, including, without limitation, reasonable attorneys fees, arising from or related to: (a) the Work You provide or approve for publication, (b) Your use of the Web Site, or (c) Your breach of these Terms of Service. Upon receiving notice of any claim, demand, action or suit or other legal proceeding alleging facts inconsistent with or contrary to any of the warranties or representations, the Company shall have the right to withhold any sums payable to You in reasonable amounts as security for the payment of the Your potential obligations.

Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THIS WEB SITE OR SOFTWARE SHALL BE AT YOUR SOLE RISK. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEB SITES CONTENT,

ITS SOFTWARE OR THE CONTENT OF ANY SITES LINKED TO THIS WEB SITE AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEB SITE OR SOFTWARE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS OR SOFTWARE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEB SITE OR SOFTWARE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEB SITE OR SOFTWARE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR SOFTWARE POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS WEB SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OR SOFTWARE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS WEB SITE OR ANY HYPERLINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEB SITE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of Liability

IN NO EVENT SHALL OUR COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR SOFTWARE, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEB SITE OR SOFTWARE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS OR SOFTWARE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE OR SOFTWARE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEB SITE OR SOFTWARE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS WEB SITE OR SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. In the event that our Company is found liable for any damages, for any reason whatsoever, You hereby expressly agree that, in no event will Company liability to You exceed the amounts collected by Company for the Work in question.

Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by us without restriction.

Service Changes

Our Company reserves the right with or without notice to You at any time to change, modify or discontinue any service, product or a portion or attribute thereof, or the offering of any information, good, content, product or service. We shall have no liability to any user or any third party should we modify or discontinue service.

General

These Terms of Service, together with the Privacy Policy and any other legal notices published by us on the Web Site, shall constitute the entire agreement between You and us concerning the Web Site. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. We reserve the right to amend these Terms of Service at any time and without notice, and it is Your responsibility to review these Terms of Service for any changes. Your use of this web site following any amendment of these Terms of Service will signify Your assent to and acceptance of its revised terms.

IF YOU DO NOT AGREE TO THE TERMS STATED ABOVE OR TO ANY CHANGES MADE IN THESE TERMS, PLEASE EXIT THIS WEB SITE IMMEDIATELY.