

Terms of Service

Ready2Report

§ 1

General

1. These Terms of Service (hereinafter the 'ToS') set forth the mutual rights and obligations of the buyer (hereinafter the 'Client') and the provider of access to the Ready2Report service. These ToS constitute terms of service within the meaning of Article 8 of Polish Act of 18 July 2002 on the Digital Provision of Services.
2. The provider of the Ready2Report service is Jacek Luterek, a sole trader trading as Przedsiębiorstwo Usług Inżynieryjno-Budowlanych ELJOT Jacek Luterek, registered in the CEIDG (Polish Central Business Registration and Information Service), Polish Tax Identification Number (NIP): 8571052862.
3. The Ready2Report service is intended solely for natural persons, legal persons and organizational units engaged in business or professional activities on their own behalf (i.e. entrepreneurs within the meaning of Article 43¹ of Polish Civil Code) in at least one of the following sectors: construction, shipbuilding, production and processing of metal products, or industrial tests, inspections or analyses. In Account creation the Client must confirm meeting the above requirements.
4. The Privacy Policy, Data Processing Agreement and Price List each constitute an integral part of these ToS.
5. Prior to acquiring the right to use the Ready2Report service the Client must read these ToS, the Privacy Policy, Data Processing Agreement and Price List. Ready2Report account creation requires the prior acceptance of all of the aforementioned documents and is tantamount with concluding — in documentary form — a contract for the provision of the Service (hereinafter the 'Service Contract') and a data processing agreement, with no need for a separate written contract. Starting from account creation, the User must comply with the provisions of these ToS and of the documents set out in subclause 4.
6. The Provider may amend these ToS (including without limitation amendments of the documents referred to in subclause 4) also during the life of the Service Contract. The foregoing is conditional upon providing the Client with the amended ToS or new ToS at least 1 month prior to any such amendment coming into force. Within 2 weeks of the receipt thereof the Client may terminate the Service Contract upon 1 week's notice.
7. These ToS together with the documents set out in subclause 4 shall be made available to the Client during account creation in such a way that the Client may save, store and view the same in the normal course of activities. Notwithstanding the foregoing the same are also available from www.ready2report.com

§ 2

The Ready2Report Service

1. The Ready2Report Service (hereinafter the 'Service') consists in making available digitally a tool with which to create documentation for the non-destructive-testing (NDT) discipline and inspections in the steel-structure discipline. The use of the Service consists in the User entering data into one of the 18 available report forms in order to generate a PDF report. The

Ready2Report Service provides additional opportunities to save completed reports within the account, search and view already saved reports and generate documents presenting periodic quantitative summaries, hereinafter referred to as 'statistics'. The Service functionalities may be expanded and improved, which shall not constitute an amendment of these ToS.

2. To enter correct input data during the use of the Service is solely the Client's responsibility, and after generating the report the Client shall verify that the output data in the generated report are correct.

§ 3

Correspondence between the parties

1. Correspondence between the parties (including without limitation statements of will within the meaning of civil law) may take place in digital form. The parties allow for the documentary form (within the meaning of Article 77² of Polish Civil Code) in all matters pertaining to the contract being thus made, including any amendment or dissolution or notice of termination thereof. Correspondence referred to hereinabove may take place either by e-mail or by sending messages to parties' respective accounts on the Ready2Report portal.
2. The Provider's e-mail address for such correspondence is support@ready2report.com.
3. The Client's contact details provided during registration shall be binding — if changing the e-mail address or unable to receive correspondence from the stated address, the Client must so notify the Provider without delay and provide a new e-mail address. Failure to comply with the foregoing shall result in any correspondence (including statements pertaining to substantive law) delivered to the previous e-mail address being good service.

§ 3

Terms on which the Service is provided

1. For the proper use of the Service the Client should make sure to meet the following technical requirements:
 - a) Internet access with the following minimum speed: 1Mb/s
 - b) computer with the following operating system: Windows or Linux, and an Internet browser,
 - c) active e-mail account.
2. Part of the functionalities of the Service are also accessible via mobile devices (smart phones, tablets). The above has the following technical requirements for the device:
 - a) Internet access with the following minimum speed: 1Mb/s
 - b) operating system: Android, version 6.0 or newer, or iOS 13 or newer
 - c) app installed: Ready2Report
 - d) mobile device capable of taking photographs.

§ 4

Payment

1. The Service is provided for a fee. The fees are stated in the Price List.
2. The Client will be given access to the Service solely for the period paid in accordance with subclause 3.
3. Fees are charged in advance for a period of 1 month, 6 months or one year by online transfer through the przelewy24 payment service.
4. Failure to pay in the form provided for in subclause 2 shall result in the Service no longer being provided following the last day paid for. No payments shall be charged for any periods when access to the Service is not provided.
5. Fees from the Price List are fees per one access subscription. The first access subscription shall always be an access subscription with administrator permissions for the Client's account. The Client may purchase further access — a user account will be created (with no admin rights) for each next access subscription purchased. The use of user accounts is conditional on the Client having the permissions to use the admin account.
6. If a Client using more than 1 access subscription fails to pay for all such access subscriptions, any payment made will be credited first towards the admin account. It is not possible to use the Service without operating an admin account.

§ 5

Trial period

1. Any Client may use the Service with a single account (i.e. admin account) free of charge for a trial period of 14 days. The above period may only be used once and only directly following the first account registration.
2. The trial period starts with the day the Service Contract is made.
3. During the trial period the parties shall be fully bound by these ToS save for payment terms. The trial period shall be included within the Service Contract term.

§ 6

Client's obligations

1. The Client shall use the Service only for the purpose of creating the documentation referred to in § 2. In particular, without limitation, it is forbidden to use the Service for the storage or distribution of any contents unrelated to the aforesaid purpose.
2. It is forbidden to use the Service to enter any unlawful content.
3. The Client agrees not to use, either while using the Service or otherwise, any such software, hardware, or data as might disrupt the functioning of the Service.
4. The Client shall not be authorized to make any modifications of the Provider's software through which the Client uses the Service. Modifications shall also be deemed to include, without limitation, the installation of other applications, not provided by the Provider, affecting the aforesaid software.
5. For the avoidance of the doubt, it shall be the Client's responsibility and cost to maintain the necessary access to the Internet and to devices necessary in order to use the Service. The foregoing applies also to ensuring the security of any devices (including without limitation through the use of virus-protection software).
6. The Client must back up the data after any entry of new data.

7. The Client must secure the Service login credentials and shall not make such credentials available to any other person or entity.
8. Any actions intended to enable or resulting in enabling the Service to be used by a greater number of people than the number of users allowed by the licence are prohibited.
9. The Client agrees to make sure that all users on the Client's side (employees or external parties for which the Client is responsible) also comply with the applicable terms. The Client shall be liable to the Provider for any damages arising from any failure by the Client or the Client's users to comply with their obligations, especially involving illegal use of the Software.
10. The Client shall notify the Provider of any faults without delay and, if possible, provide an exhaustive description of the error so that the error can be resolved as soon as possible.

§ 7

Right to use

1. Any and all rights of authorship in, or to the creative works relating to the Service (including without limitation software rights) belong to and shall remain with the Provider.
2. The Client shall for any period paid for in line with § 4 and any trial period enjoy the right to use the Service and the related software under a non-exclusive, non-transferable licence with no right to grant any further licences.
3. The licence referred to in subclause 2 entails the right to use the Service by such number of persons as paid for.
4. The Client shall have no further rights relating to the Service or the software. In particular, without limitation, the Client shall obtain no right to any creative works, trademarks or intellectual-property rights. The Client may not in any way copy, sell, hire or rent the software relating to the Service or any part thereof, nor share the same with any third parties or grant any further licences to any third parties.

§ 8

Provider's rights

1. Upon finding the Client to have breached the obligations referred to in § 6 or § 7, the Provider may:
 - suspend the provision of the Service until such time as the breach is cured
 - erase or block access to any contents entered by the Client in violation of § 6(1).
2. In the case of a material breach by the Client of the obligations set out in § 6 or § 7 or the Client failing to meet the requirement referred to in § 1(3), the Provider may terminate the Service Contract by notice with immediate effect.

§ 9

The Provider's obligations and liability

1. The Provider shall use all efforts to ensure uninterrupted availability of the Service with all its functionalities, in so far as possible. Owing to the foregoing, there is a possibility of short

interruptions of access to the service such as may be necessitated by software update or maintenance or any trouble-shooting. The Client shall not be entitled to any claims in respect of any such interruptions, including without limitation any claims in damages or for the reduction of the fee.

2. The Provider shall use suitable technical and organizational measures to ensure the safety, integrity and confidentiality of the services provided.
3. The Provider's liability for damages arising from any non-performance or inadequate performance by the Client of the obligations referred to in these ToS, including without limitation the obligations referred to in § 2(2) and § 6, shall be excluded. Due to the provisions of §6(5), the Provider's liability for data loss shall be excluded.
4. The Provider's liability shall be limited to actual harm suffered, excluding lost profits. Notwithstanding the foregoing sentence and notwithstanding subclause 3, the Provider's aggregate total liability toward one Client for any and all events shall be limited to PLN 10,000 (say: ten thousand zloties).

§ 10

Termination

1. The Service Contract is made for an indefinite term and may be terminated by either Party with 1 month's notice. However, in the case of termination during the period when the Service is provided (i.e. when the Client has paid for and is using the Service) any such termination shall take effect no earlier than the end of the subscription purchased. Termination may also occur in the form under § 3.
2. The Contract shall also expire when the Service is not being provided due to the Client's failure to pay for a 1-year period. Non-provision of the Service shall be understood to mean the lack of at least 1 access subscription.
3. With the end of the Service Contract the Client's account and any data entered therein shall be erased — having no subscription for a period shorter than one year shall not result in the expiry of the Service Contract and shall not lead to the erasure of the Account and of the data but access to the Service and therewith to the Account and to the data will not be available. Upon the Client's request, however, both the Account and the data may be erased.

Attachments:

- Privacy Policy
- Data Processing Agreement
- Price List