

OPERATING PRINCIPLES OF THE SERVICE FOR CUSTOMERS

I. ACCESS TO THE SERVICE

1. The Service is made available by Reseller to selected entrepreneurs who purchase Services from Reseller for their own use (hereinafter: '**Customer**'). Reseller acts with respect to the Customers on its own behalf.
2. Access to the Service is made available by the Reseller sending an invitation to the person authorised to represent the Customer. Access to the Service is granted to the Customer after the person invited by the Reseller has created an account on the Service. By creating an account on the Service, the person invited by the Reseller declares that he/she is authorised to represent the Customer.

In order to create an account on the Service, it is necessary to follow the link in the invitation, create a login and password for the account, accept these Operating Principles of the Service for Customers and set up two-factor authentication.

Once an account has been created, the person invited by the Reseller becomes the first user of the Service from the Customer's side with administrator rights (for a description of the scope of rights, please refer to section II.2 of the Operating Principles of the Service for Customers).

3. The first user of the Service on the Customer's side with administrator rights may create named accounts for persons acting on behalf of the Customer with administrator or user rights (for a description of the scope of rights, see section II.2 of the Operating Principles of the Service for Customers).

An account for persons acting on behalf of the Customer with administrator or user rights is created by the first user of the Service from the Customer's side with administrator rights sending an invitation to the person acting on behalf of the Customer. By sending the invitation, the first Service user on the Customer's side with administrator rights declares that the invited person is authorised to act on behalf of the Customer with regard to the Service functionalities assigned to his/her account.

Access to the Service is granted upon the creation of an account on the Service by a person invited by the first user of the Service from the Customer's side with administrator rights. The provisions of the second paragraph of point I.2 of the Operating Principles of the Service for Customers shall apply accordingly.

4. Users of the Service from the Customer's side have access to their account on the Service after entering their login and password and performing two-factor authentication. The access data (logins and passwords, two-factor authentication details) to the Service are individual and confidential and may not be transferred or disclosed to third parties. Users of the Service from the Customer's side are fully responsible for any actions taken using their access data, including by unauthorised persons.
5. Reseller may block access to the Service to the Customer at any time. Blocking access to the Customer means blocking access to all Customer accounts on the Service. The Reseller may block access to the Service for any account at any time. Access to the Service may be blocked, in particular:

- 1) if the Customer, a user of the Service from the Customer's side, violates the Operating Principles of the Service for Customers;
- 2) If the Customer, a user of the Service from the Customer's side, uses the Service for purposes which are detrimental to the interests of AB S.A. with its registered office in Magnice (hereinafter: 'Distributor') (e.g. provision of false data, use of information or materials from the Service for purposes which are contrary to the purpose resulting from the Operating Principles of the Service for Customers);
- 3) If the Customer, a user of the Service from the Customer's side engages in activities causing the spread of viruses, spyware or otherwise harmful software, spamming, interference with computer equipment, IT systems connected to the Internet and other such harmful activities;
- 4) if the Customer, a user of the Service from the Customer's side infringes the intellectual property rights of a Distributor, supplier, manufacturer or third party in connection with the use of the Service.

Access to the Service to the Customer may also be blocked if the Reseller loses access to the Service.

II. SERVICE FUNCTIONALITIES

1. The Service allows:

- 1) managing users which includes the creation of named accounts for persons acting on behalf of the Customer, together with the granting of rights to such accounts, the editing of rights to accounts and the deletion of accounts;
- 2) adding new Services which includes the entitlement to purchase new Services from the Reseller. The Service only allows the purchase of Services from the Reseller who has made the Service available to the Customer (the Customer is not able to purchase Services from other parties);
- 3) managing Services which includes the right to access the Customer's existing Services and to make modifications to existing Services.

2. As part of the Service's "managing users" functionality, the first user of the Service from the Customer's side with administrator rights and any subsequent administrator can create named accounts for user of the Service from the Customer's side with the following rights:

- 1) administrator (the administrator's account enables access to all functionalities of the Service indicated in point II.1 of the Operating Principles of the Service for Customers), provided that the Customer may not have more than two accounts with such rights;
- 2) user (a user account allows access to the following functionalities of the Service: 'managing Services' or 'adding new Services' or 'managing Services' and 'adding new Services').

3. As part of the Service, Reseller shall make the following Services available to the Customer:

- 1) Microsoft 365 Online Services;
- 2) Microsoft Software Subscriptions;
- 3) Microsoft Perpetual Software;

(hereinafter: '**Services**'). The Reseller shall decide on the scope of the Services made available to the Customer.

4. The terms and conditions for the use of the functionality of the Service 'adding new Services' shall be determined by the Reseller.

The Reseller is the seller of the Services offered to Customers on the Service; in particular, the Reseller determines the terms and conditions of the contract for the sale of the Services, including prices, terms of payment and invoicing. Reseller is also responsible for post-contract handling and for providing information required by generally applicable laws.

The purchase of new Services from Reseller generates a Customer order with Reseller for the selected Service. The Customer's order will be fulfilled by Reseller, once Reseller has ordered the Services from Distributor and Distributor has fulfilled the order for those Services to Reseller under the terms of the agreements between Reseller and Distributor.

The Distributor is not a party to the agreements that Reseller concludes with the Customer and is therefore not responsible for the content and terms of the contract for the sale of the Services concluded by the Customer with Reseller, nor is it liable for its performance.

5. The terms and conditions for the use of the functionality of the Service "managing Services" shall be determined by the Reseller.

As far as the right to make modifications to existing Services is concerned, making modifications to a given Service is possible only if the producer of the Service has provided for such a possibility and if it is permissible under the agreements concluded by the Reseller with the Distributor. The Service producer and the Distributor may introduce more far-reaching limitations on the performance of modifications, in particular the permissible number of modifications and the time limit allowing for the performance of modifications.

If the modification of a particular Service includes an increase in the number of subscriptions within that Service, the provisions of clause II.4 of the Operating Principles of the Service for Customers shall apply accordingly.

III. PERSONAL DATA

1. The Reseller is the controller of the personal data of Customers and persons acting on behalf of the Customer who have accounts on the Service, processed on the Service.
2. The use of the Service functionality "managing Services" and "adding new Services" requires the Reseller to transfer the Customer's personal data to the Distributor, as a

separate controller of such data, which the Distributor will process according to the principles specified in the [Information on the processing of Customer data by AB S.A.](#).

IV. PRINCIPLES OF USE OF THE SERVICE

1. Use of the Service with a web browser is possible subject to the following technical requirements: connection to the Internet, a web browser supporting the display on computer screen (or of a mobile device) of hypertext (HTML) documents related in the Internet via web services with the Java Script and Cookie saving enabled, an active e-mail account, setting up two-factor authentication. The Service may use the Local Storage technology to optimise the functioning.
2. The correct operation of the Service on all available browsers is not guaranteed. In particular, it is recommended to use the latest browsers such as Chrome, Edge, Firefox or Safari.
3. The following complaint procedure is defined:
 - 1) complaints regarding the Service - the person using the Service has the right to inform about any noticed errors of the Service and problems occurring during the use of the Service by directing this information by e-mail to: cloudportal@ab.pl Efforts shall be made to take immediate action to rectify any errors or problems reported;
 - 2) complaints regarding the Services - the rules of liability for the Services and the complaint procedure related thereto shall be defined by Reseller.
4. At the request of the person using the Service, the person using the Service shall be informed by e-mail of the specific risks associated with the use of services provided electronically, including those which are the subject of the Operating Principles of the Service for Customers.
5. In accessing the Service, it is prohibited to provide content that is unlawful, offensive, infringes the interests of third parties or general social norms, as well as content that is false or misleading.
6. All rights to the Service, including its text and graphic elements, the layout of the Service's pages and other elements, are reserved, unless explicitly stated otherwise. Use of the content of the Service does not imply acquisition by person using the Service of any intangible rights to works or databases contained therein. The use of these works or databases is only possible to the extent necessary to use the individual functionalities of the Service and in compliance with these Operating Principles of the Service for Customers. No part of the Service or its elements may be copied, modified or transmitted electronically or otherwise without the prior written consent of the Distributor and/or Reseller.

V. MISCELLANEOUS

1. The Operating Principles of the Service for Customers may be changed at any time for legitimate reasons. Any changes to the Operating Principles of the Service for Customers shall be communicated to the person using the Service by posting the new Operating Principles of the Service for Customers on the Service. Acceptance of the new Operating Principles of the Service for Customers by user of the Service on the Customer's side is a prerequisite for his/her continued access to the Service. Failure to do so shall preclude access to the Service by that user.

2. The Operating Principles of the Service for Customers are available at <https://partner.cloudservices4u.com/en/store-terms-and-conditions> The Operating Principles of the Service for Customers may be saved by printing, saving to media or downloading at any time from the website on which they are made available.