



## Clearly Terms and conditions

### 1. General Provisions

As used in this terms and conditions, the terms “we” and “us” mean Lunar Logic sp. z o.o. (service provider) with registered office in Kraków (Republic of Poland), al. Zygmunta Krasińskiego 17/3, 31-111 Kraków, registered in the commercial register kept by: Sąd Rejonowy dla Krakowa-Śródmieścia w Krakowie, XI Wydział Gospodarczy Krajowego Rejestru Sądowego, KRS register number: 0000217813, NIP (tax ID number): 6772235309, share capital: PLN 60,000.00, email: [contact@clearly.io](mailto:contact@clearly.io)

This document sets out the terms and conditions of agreements concluded with us by electronic means (i.e. via Internet) and applies to the use of digital tools and services named Clearly, offered and provided by us. If you wish to use our digital products and services, you will need to accept this terms and conditions.

### 2. Type and Scope of Our Services

Clearly is a digital tool and a set of services provided by electronic means (“Services”), dedicated to improve your effectiveness in business and everyday life by allowing you to visualize your projects, tasks and their progress. Clearly is available as an online tool, accessible through our website (<http://clearly.io>). Access to the Internet is required to use Clearly. You can find detailed information on Clearly at our website (<http://clearly.io>).

You need to create an account (register) in our website (<http://clearly.io>) to be able to use Clearly. We offer various types of Clearly account levels (Plan). The scope of Clearly Services (such as: number of boards, functions) depends on the level you choose.

Subject to a Free Plan, Clearly account is paid. Accounts are billed annually and are paid month-to-month. Details regarding Plans that we offer, including prices, are available on our website (<http://clearly.io/pricing>)

### 3. Account Terms

- Any natural or legal person as well as any other legal entity (with or without corporate status) may use Clearly and be recipient of our Services, pursuant to this terms and conditions. A natural person must be 13 years of age or older to use the Services. However, if you have limited legal capacity (e.g. you are under 18 years of age), a consent of your legal guardian is required to use the Services.
- By creating a Clearly account (signing up) in our website, you conclude with us a legally binding agreement by means of electronic communication.
- You must provide accurate information upon registration, including your full legal name and a valid email address. In order to register, please follow the instructions on our website (<http://clearly.io>).
- Your login may only be used by one person, and may not be shared with others.

- You are responsible for maintaining the security of your login and password.
- You are responsible for all content that you post to your account.
- A single individual or company may not maintain more than one free account.
- You may terminate the agreement by canceling your account at any time. To do so, choose "Cancel Account" from the Account setting page.
- Payments for paid Clearly accounts can be made with credit card. All payments are made in US dollars.
- For paid account levels, payment will be deducted from your credit card at the beginning of each monthly payment cycle (payment in advance for a whole month). If you cancel your account (terminate the agreement), it will remain active until the end of the current billing period (notice period).
- Subscription terms are from month to month. You can cancel or downgrade your account at any time.
- You agree to receive invoices electronically via the Clearly website.
- All data submitted to Clearly remain the property of the account owner.
- While using our Services, you must not provide or upload any illegal content. We are not obligated and we do not monitor the information and data, which you transmit or store while using our Services. However, should we receive an official notification or reliable information about the unlawful character of data stored by you, we may deny access to such unlawful data. In such a case we will promptly inform you of our intention to deny access to such data.
- In promotional materials, both parties may use either party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that you are a user of Clearly.
- All agreements are concluded in English through our website.
- Services provider may be changed due to an important reason, such as: mergers and acquisitions or transfer, sale or contribution-in-kind of our enterprise to another company. In such a case the new service provider assumes all of the rights, obligations and responsibilities of the previous service provider. If such a change should happen, you will be informed thereof in advance.

#### 4. Technical Requirements

We do our best to improve our Clearly website and our Services. Thus, to be able to use Clearly online (through our website), you need a PC with Internet connection and up-to-date version of one of the following browsers: Google Chrome, Opera, Mozilla Firefox, Safari or Internet Explorer.

#### 5. Disclaimer

Our Services are provided "as is". Lunar Logic sp. z o.o. makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Lunar Logic sp. z o.o. does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

This disclaimer shall not be applicable to consumers, as defined by art. 22<sup>1</sup> of the (Polish) Civil Code.

## **6. Limitations**

In no event shall Lunar Logic sp. z o.o. or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on the [www.clearly.io](http://www.clearly.io) Internet site, even if Lunar Logic sp. z o.o. or a Lunar Logic sp. a o.o. authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you. Lunar Logic sp. z o.o.'s total cumulative liability for any and all claims arising from or in connection with this agreement will not exceed the amounts actually paid to Lunar Logic sp. z o.o. by such customer in the twelve (12) month period immediately preceding the formal written notice of the claim for liability.

This limitation shall not be applicable to consumers, as defined by art. 22<sup>1</sup> of the (Polish) Civil Code.

## **7. Terms and Conditions of Use Modifications**

Due to important reasons, such as: change in law affecting our Services, introduction of new Services, change regarding the scope of our Services, revision of technical requirements, change of the service provider, combating illegal activities, we may revise these terms and conditions at any time. You will be notified of such changes via e-mail. Unless you terminate your account within 14 days of receiving such notification, you shall be bound by the revised version of these terms and conditions.

## **8. Governing Law**

Agreements concluded with us shall be governed by the laws of the Republic of Poland.

## **9. Privacy Policy**

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.
- We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

## 10. Complaint Procedure

If you wish to complain about our Services, please address us in writing (Lunar Logic sp. z o.o., al. Zygmunta Krasińskiego 17/3, 31-111 Kraków, Polska/Poland) or report your complaint via email ([contact@clearly.io](mailto:contact@clearly.io)). We will consider your complaint within 14 days starting from the date of receipt of your complaint. We will respond to your complaint with registered letter or via email (depending on how your complaint was submitted).