STIMULSOFT TERMS OF SERVICE

Last Updated: 2026-10-06

0. PREAMBLE

These STIMULSOFT Terms of Service ("TERMS OF SERVICE") are between CloudReports sp. z o.o. (dba Stimulsoft) ("STIMULSOFT") and the customer (individual or entity) ("USER") that accesses STIMULSOFT's services, client software and websites (collectively, the "SERVICES"). The "Effective Date" of these TERMS OF SERVICE is the earlier of (a) USER's initial access to the SERVICES through any online provisioning, registration or order process, or (b) the effective date of the first order referencing these TERMS OF SERVICE.

By checking the acceptance box or accessing or using all or any portion of the SERVICES, USER accepts these TERMS OF SERVICE as published on STIMULSOFT's website at www.stimulsoft.com (as may be relocated by STIMULSOFT from time to time). USER agrees that these TERMS OF SERVICE are enforceable like a written agreement signed by USER and legally binding between USER and STIMULSOFT. If USER does not agree to these TERMS OF SERVICE, USER must not access or use the SERVICES. If USER accesses the SERVICES as an employee, contractor, or agent of a corporation, partnership, or similar entity, USER represents and warrants that USER is authorized to bind that entity to these TERMS OF SERVICE. These TERMS OF SERVICE also govern USER's use of STIMULSOFT's websites, including www.stimulsoft.com, whether or not USER has an account with STIMULSOFT.

The STIMULSOFT Privacy Policy Privacy-Policy.pdf explains how STIMULSOFT collects and uses USER's information when USER uses the SERVICES. By using the SERVICES, USER agrees to be bound by these TERMS OF SERVICE and acknowledges the Privacy Policy.

1. UPDATES TO TERMS OF SERVICE

STIMULSOFT may update these TERMS OF SERVICE from time to time. STIMULSOFT will publish the updated version on its website and indicate the date of the last revision at the top of these TERMS OF SERVICE.

For changes that do not materially affect USER's rights or obligations (such as editorial corrections, clarifications, structural reorganization, or the addition of new features that do not reduce existing functionality), the updated TERMS OF SERVICE take effect upon publication.

For changes that materially affect USER's rights or obligations - including changes to fees, the scope of the SERVICES, the processing of personal data, limitations of liability, indemnification, governing law, or dispute resolution - STIMULSOFT will give USER at least thirty (30) days' prior notice by email to the address associated with the account:

- For USERS without a paid subscription, the changes take effect on the date specified in the notice; continued use of the SERVICES after that date constitutes USER's acceptance.
- For USERS with a paid subscription, the changes take effect at the start of the next renewal period; USER's then-current paid period continues under the previous version of these TERMS OF SERVICE. USER may decline the changes by not renewing the subscription.

New features that augment or enhance existing SERVICES are subject to these TERMS OF SERVICE upon their release, unless STIMULSOFT specifies separate or additional terms for such features.

2. SERVICES

The SERVICES allow USER to:

- store data that USER chooses to transfer to STIMULSOFT's databases and servers;
- edit, transform, combine, and modify data to build additional views or data;
- create reports, dashboards, spreadsheets, apps, and other documents from the supplied data; and
- publish the reports, dashboards, spreadsheets, apps, and other documents along with the data to other USERS or the public.

Certain features of the SERVICES, including White Label (the right to remove or replace STIMULSOFT trademarks, logos, and other branding elements from the user interface of the SERVICES, subject to the configuration options provided by the SERVICES for that purpose), are available only with Team-level and higher subscription plans, as published by STIMULSOFT on its website.

STIMULSOFT may modify, add, or remove features of the SERVICES from time to time. For changes that materially reduce existing functionality or otherwise materially affect USER's use of the SERVICES, STIMULSOFT will give USER at least thirty (30) days' prior notice by email. STIMULSOFT may, without prior notice, take any action that is necessary to address a security issue, to comply with applicable law, or to prevent fraud, abuse, or other harm; STIMULSOFT will notify USER of any such action as soon as reasonably practicable. Operational changes that do not reduce existing functionality (including bug fixes, security patches, and performance improvements) may be made without prior notice.

The SERVICES, including any content, information, or functionality contained therein, are provided "as is" and "as available" with no representations or warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. USER assumes total responsibility and risk for USER's use of the SERVICES.

The SERVICES allow the archival or removal of data at certain time intervals and depending on the subscription level. STIMULSOFT is not responsible for any loss of data, nor should the SERVICES be considered a backup for critical data.

The SERVICES include features that allow connection to third-party data, websites, applications and services. STIMULSOFT is not responsible for the use of the products provided by third parties, nor is it affiliated with any such third party.

3. SOFTWARE

Some of the SERVICES allow USER to download client software ("SOFTWARE") which may update automatically. So long as USER complies with these TERMS OF SERVICE, STIMULSOFT grants USER a limited, non-exclusive, non-transferable, revocable license to use the SOFTWARE, solely to access the SERVICES. To the extent any component of the SOFTWARE is offered under an open-source license, STIMULSOFT will make that license available to USER, and the provisions of that license may expressly override some of these TERMS OF SERVICE. Except where prohibited by applicable law, USER agrees not to reverse-engineer or decompile the SERVICES, attempt to do so, or assist anyone in doing so.

Software products that STIMULSOFT makes available for download through its websites under a separate license agreement, including the Developer License Agreement (DLA), the Server License Agreement (SLA), and the End User License Agreement (EULA), are governed by that license agreement, as provided with the software or published on STIMULSOFT's website. In the event of any conflict between these TERMS OF SERVICE and such a license agreement with respect to that software, the license agreement prevails.

4. CONTENT

When USER uses the SERVICES, USER may store files, data, and associated metadata ("CONTENT"). USER retains all rights, title, and interest in and to CONTENT**.** STIMULSOFT does not claim any ownership of, or intellectual property rights in, CONTENT.

CONTENT is stored on the infrastructure of STIMULSOFT's hosting sub-processors described in the section DATA PROTECTION below. STIMULSOFT does not transfer CONTENT to any other third party except:

- where required by applicable law or by a binding order of a competent authority;
- where USER expressly directs STIMULSOFT to do so, including through USER-initiated sharing features of the SERVICES; or
- where necessary to provide, secure, maintain, or support the SERVICES through STIMULSOFT's authorized sub-processors in accordance with the section DATA PROTECTION.

USER grants STIMULSOFT a limited, non-exclusive, worldwide, royalty-free license to host, store, process, transmit, display, and otherwise use CONTENT, and to perform operations such as searching, detection of metadata, and linking, solely to the extent reasonably necessary to provide, secure, and maintain the SERVICES in accordance with these TERMS OF SERVICE. This license does not authorize STIMULSOFT to disclose CONTENT to third parties, except as expressly permitted in these TERMS OF SERVICE.

The SERVICES allow USER to share USER's CONTENT with others via reports, dashboards, spreadsheets, apps, files, and similar features. USER, not STIMULSOFT, decides whether, with whom, and how to share USER's CONTENT. STIMULSOFT does not publish CONTENT on USER's behalf or control the recipients to whom USER chooses to make CONTENT available. Where USER connects a third-party application or AI client to the SERVICES, STIMULSOFT transmits CONTENT to that application at USER's direction, and the further processing of such CONTENT is governed by the terms of that third party.

5. ACCEPTABLE USE

USER is responsible for USER's conduct and CONTENT and must use the SERVICES in accordance with these TERMS OF SERVICE and applicable law.

USER must not:

- use the SERVICES for any illegal, abusive, harmful, fraudulent, or unauthorized activity;
- attempt to bypass, disable, or interfere with any security mechanism of the SERVICES;
- reverse-engineer the SERVICES, except where such restrictions are prohibited by applicable law;
- use the SERVICES in a manner that may subject STIMULSOFT, other USERS, or any third party to liability, damage, or danger;
- launch or facilitate denial-of-service attacks or any other conduct that adversely affects the availability, reliability, or stability of the SERVICES;
- transmit viruses, trojan horses, worms, malware, or other harmful code;
- violate or facilitate the violation of any applicable law or regulation, including laws relating to privacy, data protection, security, electronic communications, or the transmission of data or software;
- use the SERVICES to send spam, mass email, or unsolicited communications without the recipient's consent;
- store, process, transmit, or share material that infringes the intellectual property rights, privacy rights, or other rights of any third party;
- store, process, transmit, or share material that is libelous, defamatory, discriminatory, malicious, or otherwise harmful;
- impersonate any person or entity, misrepresent USER's affiliation, or access any area of the SERVICES that USER is not authorized to access;
- use the SERVICES, or any component of the SERVICES, in any manner not authorized by STIMULSOFT.

STIMULSOFT may review USER's conduct and CONTENT for compliance with these TERMS OF SERVICE but has no obligation to do so.

Where CONTENT violates this section, STIMULSOFT may, instead of or in addition to the measures below, remove or disable access to that CONTENT or restrict its sharing, without suspending USER's account. STIMULSOFT will inform USER of such action and the reasons for it, unless prohibited by law or where doing so would impair an investigation, and USER may contest the action by contacting STIMULSOFT at the email address set out in the section NOTICES below.

If USER violates this section, STIMULSOFT may act depending on the nature and severity of the violation:

- (a) For unlawful content or unlawful use, including child sexual abuse material, terrorist content, malware distribution, fraud, infringement of third-party rights, or unauthorized access to systems or data, STIMULSOFT may immediately suspend or terminate USER's access to the SERVICES without prior notice and may preserve, report, or disclose relevant CONTENT and account information to competent law-enforcement, judicial, or regulatory authorities where required or permitted by law. USER will not be entitled to access, export, or recover such CONTENT where doing so would be unlawful, would impair an investigation, or would create risk of harm. STIMULSOFT will inform USER of the suspension only to the extent permitted by applicable law and provided that such notification would not impair an ongoing investigation.

- (b) For material breaches or activity creating an imminent risk of harm to STIMULSOFT, USERS, the SERVICES, or third parties, STIMULSOFT may immediately suspend or terminate USER's access to the SERVICES with notice of the reason, where notice is lawful and reasonably practicable.

- (c) For other breaches that are capable of being cured, STIMULSOFT will give USER written notice by email and a reasonable period of not less than fourteen (14) days to cure the breach. If USER does not cure the breach within that period, STIMULSOFT may suspend or terminate USER's access to the SERVICES.

Following termination under paragraph (b) or paragraph (c) above, STIMULSOFT will, except where prohibited by applicable law or by a competent authority, retain USER's CONTENT for a period of thirty (30) days during which USER may export the CONTENT through the SERVICES or by request to STIMULSOFT. After that period, STIMULSOFT may permanently delete the CONTENT. This export period does not apply to unlawful CONTENT or where providing access would be unlawful, would impair an investigation, or would create risk of harm.

Termination or suspension for breach does not entitle USER to a refund of any pre-paid fees.

Where STIMULSOFT terminates USER's access to the SERVICES under paragraph (a) or paragraph (b) above, USER may not register for the SERVICES again, including by creating a new account, without STIMULSOFT's prior written consent. STIMULSOFT may take reasonable technical measures to prevent such registration, including blocking the email addresses and IP addresses associated with the terminated account, and may retain these identifiers for that purpose for as long as reasonably necessary.

USER is responsible for safeguarding USER's password to the SERVICES, ensuring that others do not have access to it, and keeping USER's account information current. USER is responsible for all activities that occur under USER's account, except for activities resulting from unauthorized access that is not attributable to USER's failure to maintain the security of the account. USER must notify STIMULSOFT without undue delay, at the email address set out in the section NOTICES below, of any unauthorized use of USER's account or any other security breach that USER becomes aware of.

The SERVICES are intended for use by businesses and individuals aged 18 or older. The SERVICES are not directed at children, and STIMULSOFT does not knowingly collect personal data from anyone under the age of 18. By using the SERVICES, USER represents that USER is at least 18 years old or, if USER is acting on behalf of a legal entity, that USER is authorized to bind that entity. If STIMULSOFT becomes aware that personal data of a person under 18 has been collected through the SERVICES without verified parental consent where required by applicable law, STIMULSOFT will delete that data without undue delay.

6. COMMUNICATION

USER must provide USER's full legal name, a valid email address, and other information as required to complete the sign-up and activation process. Providing invalid email addresses, names, or company information is not an acceptable use of the SERVICES.

Subject to the STIMULSOFT Privacy Policy, and to provide the SERVICES to USER, STIMULSOFT may communicate with USER by email or telephone regarding USER's account, updates, transactional notices, security matters, and other matters related to USER's account. USER should refer to the STIMULSOFT Privacy Policy for additional information.

USER is responsible for maintaining the security of USER's account and password. STIMULSOFT will never request USER's password, nor will STIMULSOFT provide USER's password by email or through any other channel of communication.

7. HOSTING

STIMULSOFT uses third-party hosting, infrastructure, payment, and technology providers to provide the SERVICES. The principal infrastructure and processing providers used in connection with the SERVICES are described in the section DATA PROTECTION below and may be updated in accordance with these TERMS OF SERVICE.

8. SERVICE AVAILABILITY

STIMULSOFT does not guarantee that the SERVICES will be uninterrupted, error-free, or available at any specific level, except as expressly agreed in a separate written Enterprise contract.

STIMULSOFT will not be responsible for any loss of data, business, revenue or property due to any unavailability of the SERVICES. Unexpected failures caused by third-party infrastructure, hosting, payment, connectivity, or other service providers used by STIMULSOFT do not count towards STIMULSOFT's service availability metrics.

9. SUPPORT

STIMULSOFT may provide USER with support services related to the SERVICES ("SUPPORT"). Use of SUPPORT is governed by the STIMULSOFT policies and programs described in the user manual, in online documentation, or in other STIMULSOFT-provided materials. Any supplemental SOFTWARE code provided to USER as part of the SUPPORT is considered part of the SOFTWARE and is subject to these TERMS OF SERVICE. With respect to technical information that USER provides to STIMULSOFT as part of the SUPPORT, STIMULSOFT may use such information for its business purposes, including for the support and development of the SERVICES. STIMULSOFT will not use such technical information in a form that personally identifies USER.

STIMULSOFT does not guarantee specific response times, availability, or resolution outcomes for SUPPORT, and may modify, suspend, or discontinue SUPPORT at any time without notice, except as expressly agreed in a separate written support agreement.

10. TERMINATION

USER-initiated termination and deletion. USER may cancel or delete USER's account at any time through the account panel.

Before requesting deletion of the account, USER is responsible for exporting any CONTENT that USER wishes to retain. Once USER requests deletion of the account, STIMULSOFT will disable access to the account and will delete the account and associated CONTENT without undue delay, subject to technical limitations such as scheduled backup retention cycles and to any retention required by applicable law.

Deletion requested by USER is intended to be immediate and irreversible. STIMULSOFT may not be able to restore the account or recover CONTENT after USER has requested deletion.

The paid subscription, if any, will not auto-renew after cancellation or deletion, and no refund of pre-paid fees will be made for USER-initiated cancellation or deletion prior to the end of the billing period, except where required by applicable mandatory law or expressly stated otherwise in these TERMS OF SERVICE.

STIMULSOFT-initiated suspension or termination. STIMULSOFT may suspend or terminate USER's access to the SERVICES in accordance with the section ACCEPTABLE USE above, where USER breaches these TERMS OF SERVICE, or where STIMULSOFT discontinues the SERVICES in accordance with the section SERVICES above.

STIMULSOFT-initiated account deletion. Where STIMULSOFT decides to delete USER's account or associated CONTENT, STIMULSOFT will give USER at least thirty (30) days' prior notice by email to the address associated with USER's account, unless immediate deletion is required or permitted by applicable law, by a competent authority, or to prevent fraud, abuse, security risk, unlawful activity, or harm to STIMULSOFT, USERS, or third parties.

During the thirty (30)-day notice period, USER may export USER's CONTENT through the SERVICES or by request to STIMULSOFT. After the notice period expires, STIMULSOFT may permanently delete the account and associated CONTENT.

For trial accounts, STIMULSOFT may delete the account if USER has not accessed the SERVICES for a continuous period of twelve (12) months, after giving USER at least thirty (30) days' prior notice by email.

STIMULSOFT will give notices under this section by email to the address associated with USER's account. USER is responsible for keeping the email address current and for ensuring that emails from STIMULSOFT are not blocked.

Upon termination, USER's right to access and use the SERVICES ceases, except for any limited access made available by STIMULSOFT during a notice or export period. Termination does not relieve USER of any obligation to pay fees accrued before termination.

Termination of these TERMS OF SERVICE does not affect any rights, obligations, or liabilities that have accrued before termination, and does not affect provisions which by their nature are intended to survive termination, including provisions on confidentiality, intellectual property, limitations of liability, indemnification, governing law, dispute resolution, payment obligations, and data protection.

11. DOWNGRADE

Certain subscriptions can be downgraded to a lower tier. If, when the downgrade takes effect, the number of users in USER's account exceeds the number included in the lower tier, the downgrade still takes effect, and STIMULSOFT may block access for the users in excess of that number, starting with the most recently added, until USER removes users from the account or upgrades the subscription. The account owner is not blocked on this ground. All other limits of the lower tier apply from the moment the downgrade takes effect.

It is not the responsibility of STIMULSOFT to ensure that USER's account fits the limits of the lower tier prior to changing the subscription. Downgrades must be requested prior to the end of the billing cycle and take effect at the start of the next billing cycle. Until then, the current subscription level remains in effect.

No refunds or credits will be given for users blocked because the account exceeds the limits of the lower tier. No refunds or credits will be given for unused pre-paid features or limits added to the initial subscription level. Loss of data and functionality may occur when downgrading a subscription. USER should review the effects of a downgrade before requesting it.

Some subscription levels cannot be downgraded, only cancelled.

12. UPGRADE

Options or upgrades that result in an increase in fees will be charged to USER's payment method and will take effect immediately. Not all subscription levels can be upgraded or can have their options modified.

13. PRICING AND PAYMENT

Prices of all SERVICES, including subscription plan fees, may be changed in accordance with the section UPDATES TO TERMS OF SERVICE above. STIMULSOFT will give notice of material fee changes as required by that section.

STIMULSOFT's websites may occasionally contain typographical errors, inaccuracies, or omissions, including in product descriptions, prices, availability, and promotions. STIMULSOFT may correct such errors at any time. If an order was placed at an incorrect price or on the basis of incorrect information, STIMULSOFT may cancel the order, including after it has been submitted, and will notify USER and refund any amount paid for the cancelled order.

STIMULSOFT may refuse or cancel any order, or limit the quantities purchased per customer or per order, including orders placed under the same account, with the same payment method, or with the same billing address. If STIMULSOFT reasonably suspects that an order is fraudulent or unauthorized, STIMULSOFT may request additional information reasonably necessary to verify USER's identity or the payment, and may suspend the order until verification is complete or cancel it if verification fails. If STIMULSOFT cancels an order under this paragraph, STIMULSOFT will notify USER and refund any amount paid for the cancelled order.

Free trial. STIMULSOFT may offer new USERS a free trial of the SERVICES. The trial period is thirty (30) days from the date of USER's registration and may be subject to functional and capacity limits

published on STIMULSOFT's website. When the trial period ends, USER's access to the SERVICES is suspended until USER purchases a paid subscription.

If USER has enabled auto-renewal or has agreed to automatic renewal at the time of purchase, USER's paid subscription will automatically renew for an additional period equal to the then-current subscription period at the then-current published price unless USER cancels auto-renewal before the renewal date. USER may cancel auto-renewal at any time through USER's account or by written notice to STIMULSOFT at the email address set out in the section NOTICES below. Cancellation of auto-renewal does not affect the current subscription period, which shall continue until its scheduled expiration. STIMULSOFT will provide renewal notification by email to the address associated with USER's account at least thirty (30) days prior to the renewal date for subscription periods of twelve (12) months or longer, and at least three (3) days prior to the renewal date for shorter subscription periods, where required by applicable law or where auto-renewal is enabled. For USERS who are consumers within the meaning of applicable EU/EEA consumer-protection law, auto-renewal applies only with USER's express consent given at or prior to the time of initial purchase, and USER may withdraw such consent at any time.

USER is responsible for all applicable taxes, bank fees, transfer fees, credit card fees, currency-exchange fees, federal, regional, state, and local taxes, and any surcharges and similar exactions imposed on or with respect to the SERVICES.

For purposes of this section, taxes do not include taxes imposed on or measured by STIMULSOFT's net income, or property or payroll taxes payable by STIMULSOFT.

USER must notify STIMULSOFT in writing if USER disputes any portion of any fees paid or payable by USER under these TERMS OF SERVICE. USER must provide that written notice to STIMULSOFT within sixty (60) days of the applicable charge, and STIMULSOFT will work with USER to resolve the applicable dispute promptly. If USER does not provide STIMULSOFT with such written notice of the fee dispute within this period, USER will not be entitled to dispute any fees paid or payable by USER. If USER's use of the SERVICES exceeds the amounts prepaid by USER, or if USER fails to pay any amounts due, STIMULSOFT may suspend the SERVICES associated with USER's account without prior notice.

STIMULSOFT will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that USER may incur in connection with any suspension of the SERVICES pursuant to this section.

If fees for the SERVICES are not paid in a timely manner, or if STIMULSOFT is unable to process USER's transaction using the credit card information provided or an alternative payment method, STIMULSOFT reserves the right to revoke access to USER's account or to downgrade USER's account to a trial account, which may result in loss of data and/or features.

Consumer right of withdrawal (EU/EEA only). Where USER is a consumer (a natural person acting outside USER's trade, business, craft, or profession) domiciled in the EU/EEA, USER may have a statutory fourteen (14)-day right of withdrawal from the conclusion of a distance contract, subject to the conditions, limitations, and exceptions set out in applicable consumer-protection law. This right applies only to USERS who are consumers and does not apply to USERS acting for purposes relating to their trade, business, craft, or profession.

14. COPYRIGHT

STIMULSOFT owns the intellectual property rights to all protectable components of the SERVICES, including but not limited to the name of the SERVICES, artwork and end-user interface elements contained within the SERVICES, many of the individual features, and the related documentation.

STIMULSOFT welcomes USER's feedback on the SERVICES; however, by submitting suggestions or other feedback about the SERVICES ("Contributions"), USER agrees that:

- STIMULSOFT is not under any obligation of confidentiality with respect to USER's Contributions;
- STIMULSOFT may use or disclose (or choose not to use or disclose) USER's Contributions for any purpose and in any way;
- USER grants STIMULSOFT an irrevocable, non-exclusive, royalty-free, worldwide license to use and exploit USER's Contributions; and
- USER is not entitled to any compensation or reimbursement of any kind from STIMULSOFT under any circumstances for USER's Contributions.

Except to the extent permitted by applicable mandatory law, USER may not copy, modify, adapt, reproduce, distribute, reverse-engineer, decompile, or disassemble any aspect of the SERVICES.

All trademarks, service marks, logos, and trade names used in connection with the SERVICES are trademarks or registered trademarks of STIMULSOFT, its licensors, or the respective third parties. Use of the SERVICES does not grant USER any right or license to reproduce or otherwise use any STIMULSOFT or third-party trademarks, except as expressly permitted by STIMULSOFT in writing.

STIMULSOFT claims no intellectual property rights over the CONTENT USER uploads or provides to the SERVICES.

15. THIRD-PARTY SOFTWARE

The SOFTWARE contains third-party software which is subject to additional notices and terms and conditions. Such required third-party software notices and additional terms and conditions are located at https://www.stimulsoft.com/licenses/Third-Party.pdf (the "Third-Party Licenses") and are incorporated by reference into these TERMS OF SERVICE. USER acknowledges and agrees that certain third-party software which is not incorporated into the SOFTWARE may be required for USER to use or enjoy the full benefit of the SOFTWARE. USER shall be fully responsible for obtaining a lawful copy of such software. USER's use of such separately acquired third-party software shall be in accordance with any terms and conditions of the license agreement provided with such software.

16. CONFIDENTIALITY

"Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure.

"Confidential Information" does not include any information which:

- is publicly available through no fault of the receiving party;
- was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party;
- was properly disclosed to the receiving party, without restriction, by another person without violation of the disclosing party's rights; or
- is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of these TERMS OF SERVICE and will not disclose such information to any third party without the other party's prior written consent, except as otherwise permitted hereunder.

Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure.

Each party may disclose the Confidential Information of the other party, as a whole or in part, to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential consistent with the terms of this section.

Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law.

17. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The SERVICES are provided "as is" and "as available". STIMULSOFT makes no express or implied warranties of any kind, including without limitation implied warranties of merchantability or fitness for a particular purpose.

No communication between USER and STIMULSOFT, written or oral, will create a warranty or in any way alter or restrict any disclaimer of warranty or limitation of liability set forth in this section or elsewhere in these TERMS OF SERVICE. Subject to the carve-outs set out in this section, under no circumstances will STIMULSOFT be liable for lost profits or other indirect, special, exemplary, incidental, or consequential damages arising out of or related to these TERMS OF SERVICE or to the use or inability to use the SERVICES.

Except as set out below, the total aggregate liability of STIMULSOFT, its affiliates, employees, officers, directors, agents, and licensors arising out of or in connection with these TERMS OF SERVICE or the SERVICES - whether in contract, tort (including negligence), statute, or otherwise - is limited to the lesser of:

- (i) the greater of:

    (a) the total amount actually paid by USER to STIMULSOFT for the affected subscription or license of the SERVICES during the twelve (12) months immediately preceding the event giving rise to the claim; and

    (b) ten euros (EUR 10) for USERS domiciled or established in the European Union or the European Economic Area, or ten US dollars (USD 10) for USERS domiciled or

established in any other jurisdiction; and

- (ii) one thousand euros (EUR 1,000) for USERS domiciled or established in the European Union or the European Economic Area, or one thousand US dollars (USD 1,000) for USERS domiciled or established in any other jurisdiction.

The applicable jurisdiction is determined by the country of USER's domicile (for natural persons) or registered office or principal place of business (for legal entities), as stated at the time of registration. The cap above applies in the aggregate to all claims arising under or in connection with these TERMS OF SERVICE, regardless of the number of claims, USERS within a group, or causes of action.

The limitations and exclusions of liability set out in this section do not apply to:

- STIMULSOFT's liability for fraud or willful misconduct;
- STIMULSOFT's liability for death or personal injury caused by STIMULSOFT's negligence;
- STIMULSOFT's liability for infringement or misappropriation of USER's intellectual property rights in USER's CONTENT;
- STIMULSOFT's liability under Article 82 of Regulation (EU) 2016/679 (GDPR) for material or non-material damage caused by an infringement of the GDPR;
- USER's payment obligations under these TERMS OF SERVICE;
- USER's indemnification obligations under the section INDEMNIFICATION below;
- any other liability that cannot be excluded or limited under applicable mandatory law (including consumer-protection law applicable to USERS who are consumers in the EU/EEA).

The limitations and exclusions of liability set forth in this section apply equally to liability for negligence (whether by act or omission) and to all other theories of liability, whether in contract, tort, statute, or otherwise.

STIMULSOFT's responsibilities and liability with respect to security incidents, data protection, and the processing of personal data are set out in the section DATA PROTECTION below and in the Data Processing Addendum referenced therein. Nothing in these TERMS OF SERVICE limits any liability that cannot be limited or excluded under applicable mandatory law, including Article 82 of Regulation (EU) 2016/679 (GDPR).

STIMULSOFT is not liable for the accuracy, truthfulness, or validity of any data entered by USER or provided through the SERVICES. STIMULSOFT will not be liable for interruption of or delays in transmission of the SERVICES caused by acts of God; natural disasters (including earthquakes, floods, storms, and extreme weather events); pandemics, epidemics, or public-health emergencies; terrorism or threats thereof; war, armed conflict, or civil unrest; fire, explosion, or water damage; riots, strikes, or labor disputes; acts of any government or governmental authority (including sanctions, export controls, and emergency orders); cyber-attacks, including denial-of-service, ransomware, and large-scale distributed attacks; failures of public utilities, energy supply, or telecommunications infrastructure; failures, outages, or acts or omissions of Internet backbone providers, third-party cloud or hosting providers, or other sub-processors; supply-chain disruptions, including hardware shortages or unavailability of components or services; or any other cause beyond STIMULSOFT's reasonable control.

If USER is dissatisfied with the SERVICES or with any terms, conditions, rules, policies, guidelines, or practices of STIMULSOFT, USER's sole and exclusive remedy is to discontinue using the SERVICES.

USER acknowledges and agrees that STIMULSOFT has set its prices and entered into these TERMS OF

SERVICE in reliance upon the limitations and exclusions of liability and disclaimers of warranty set forth in this section and elsewhere in these TERMS OF SERVICE (collectively, the "Limitations"), and that the Limitations form an essential basis of the bargain between STIMULSOFT and USER. The Limitations survive and apply even if USER's remedies provided in these TERMS OF SERVICE are found to have failed of their essential purpose.

18. INDEMNIFICATION

USER will indemnify and hold harmless STIMULSOFT and its affiliates, employees, officers, directors, agents, licensors, successors, and assigns from all damages, losses, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees, incurred because of:

- USER's violation of its obligations under these TERMS OF SERVICE;
- the negligent or willful acts of USER;
- the violation by USER of any third party's rights in connection with the use or operation of the SERVICES, including without limitation privacy rights, other property rights, trade secret, proprietary information, trademark, copyright, or patent rights, other intellectual property rights, and claims for libel, slander, or unfair trade practices;
- USER's violation of any applicable law or regulation in connection with USER's use of the SERVICES;
- any claim by a third party arising out of or in connection with CONTENT uploaded, stored, transmitted, or shared by USER through the SERVICES, including any claim that the CONTENT infringes the rights of any third party or violates applicable law;
- any unauthorized use of USER's account or credentials, where such unauthorized use is attributable to USER's failure to maintain the security of the account.

19. DATA PROTECTION

This section sets out how STIMULSOFT processes personal data in connection with the SERVICES and the respective responsibilities of STIMULSOFT and USER under Regulation (EU) 2016/679 ("GDPR") and other applicable data protection laws.

STIMULSOFT and USER each acknowledge that, in respect of personal data processed in connection with the SERVICES:

- STIMULSOFT acts as a controller with respect to personal data relating to USER and USER's account (including registration data, contact data, billing data, support communications, and usage and security logs). STIMULSOFT processes such data for the purposes set out in STIMULSOFT's Privacy Policy.
- STIMULSOFT acts as a processor on behalf of USER with respect to personal data contained in CONTENT that USER uploads to or processes through the SERVICES. USER is the controller of such data. STIMULSOFT processes such data only on USER's documented instructions, which are deemed to include these TERMS OF SERVICE, the Data Processing Addendum referenced below, and USER's use of the SERVICES.

The personal data that STIMULSOFT processes in connection with the SERVICES, the purposes of the processing, and the categories of data subjects are described in STIMULSOFT's Privacy Policy and, in respect of processing as a processor, in the Data Processing Addendum.

STIMULSOFT's processing of personal data as a controller is based on:

- the performance of these TERMS OF SERVICE (Article 6(1)(b) GDPR);
- compliance with legal obligations to which STIMULSOFT is subject, including tax, accounting, and statutory record-keeping (Article 6(1)(c) GDPR);
- STIMULSOFT's legitimate interests in operating, securing, and improving the SERVICES, preventing fraud and abuse, and pursuing legal claims (Article 6(1)(f) GDPR); and
- USER's consent, where required (Article 6(1)(a) GDPR), which USER may withdraw at any time.

STIMULSOFT retains personal data only for as long as is necessary for the purposes for which it was collected, in accordance with applicable law:

- Account data is retained for the duration of the account and, following termination, for the export period described in the section TERMINATION above, after which it is permanently deleted, subject to longer retention required by law (such as Polish accounting and tax law).
- CONTENT processed by STIMULSOFT as a processor is retained, returned, or deleted in accordance with USER's instructions and the Data Processing Addendum, subject to the same legal-retention exceptions.
- Security and audit logs may be retained for longer periods where necessary for the protection of STIMULSOFT, USERS, or third parties, or for compliance with legal obligations, but in any event no longer than reasonably necessary for those purposes.

Where STIMULSOFT processes personal data as a controller, the data subject has the rights under Chapter III of the GDPR. Data subjects may exercise these rights by contacting STIMULSOFT at the address designated for data protection inquiries below.

Where STIMULSOFT processes personal data as a processor on USER's behalf, STIMULSOFT will, considering the nature of the processing, assist USER by appropriate technical and organizational measures, insofar as possible, in the fulfillment of USER's obligations to respond to requests for the exercise of the data subject's rights.

STIMULSOFT implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including:

- encryption of personal data in transit and, where appropriate, at rest;
- access control and authentication for STIMULSOFT personnel with a need to access personal data;
- segregation of USER environments and data;
- regular testing, assessment, and evaluation of the effectiveness of the security measures;
- incident-response and business-continuity procedures.

A more detailed description of the technical and organizational measures is set out in the Data Processing Addendum.

Where STIMULSOFT processes personal data as a processor on USER's behalf, STIMULSOFT will notify USER of any personal data breach affecting such personal data without undue delay after becoming aware of it and, where feasible, within seventy-two (72) hours. The notification will include the information required by Article 33(3) GDPR to the extent then known.

USER authorizes STIMULSOFT to engage sub-processors to process personal data in connection with the SERVICES. As of the Last Updated date of these TERMS OF SERVICE, STIMULSOFT engages the following principal infrastructure sub-processors:

- Microsoft Corporation - Redmond, WA, USA - cloud hosting and infrastructure (Microsoft Azure).
- Amazon Web Services, Inc. - Seattle, WA, USA - cloud hosting and infrastructure.

In addition, STIMULSOFT engages other reputable third-party providers for content delivery, additional payment-processing channels, email delivery, customer support, monitoring, and other ancillary services. A current and complete list of STIMULSOFT's sub-processors, including their names, roles, and locations, is available to USER on request, free of charge, by contacting STIMULSOFT at the data protection contact address set out below. All sub-processors are bound by contractual obligations to keep personal data confidential and to process it only in accordance with STIMULSOFT's instructions and these TERMS OF SERVICE.

STIMULSOFT may update its sub-processors from time to time. STIMULSOFT will notify USER of the addition or replacement of a sub-processor where the change materially affects the processing of USER's personal data, including by email, account notice, or publication of an updated sub-processor list. USER may object to such change on reasonable data-protection grounds within the period specified in the notice. If USER objects, STIMULSOFT may either make commercially reasonable efforts to provide the SERVICES without using the new sub-processor or, where this is not reasonably practicable, allow USER to terminate the affected SERVICES without penalty.

Where the provision of the SERVICES requires the transfer of personal data from the European Economic Area, the United Kingdom, or Switzerland to a country or recipient that is not subject to an adequacy decision or equivalent lawful transfer mechanism under applicable data protection law, such transfer is governed, where applicable, by the Standard Contractual Clauses approved by the European Commission in Implementing Decision (EU) 2021/914 (the "EU SCCs"), as supplemented by the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses and by the amendments or adaptations required under Swiss data protection law. The EU SCCs, and any applicable UK or Swiss supplements or adaptations, are incorporated by reference into these TERMS OF SERVICE and into the Data Processing Addendum. STIMULSOFT applies supplementary technical, organizational, and contractual measures where appropriate following a transfer impact assessment.

Where STIMULSOFT processes personal data as a processor on USER's behalf, the processing is governed by the Data Processing Addendum (DPA) made available by STIMULSOFT upon request. The DPA forms part of these TERMS OF SERVICE for such processing. If USER requires a countersigned copy of the DPA, USER may obtain one free of charge by contacting STIMULSOFT at the data protection contact address set out below. In the event of any conflict between these TERMS OF SERVICE and the DPA in respect of the processing of personal data, the DPA prevails.

Data subjects and USERS may contact STIMULSOFT regarding data protection matters at:
Email: info@stimulsoft.com

STIMULSOFT has not designated a Data Protection Officer, as STIMULSOFT's processing activities do not require the designation of a Data Protection Officer under Article 37(1) GDPR. STIMULSOFT will reassess this position from time to time as its processing activities evolve.

Without prejudice to any other administrative or judicial remedy, every data subject has the right to lodge a complaint with the competent supervisory authority, in the Member State of the data subject's habitual

residence, place of work, or place of the alleged infringement.

20. NOTICES

All legal notices, demands, and other communications required or permitted under these TERMS OF SERVICE must be sent to STIMULSOFT in writing at:

CloudReports sp. z o.o. (dba Stimulsoft)
ul. Marynin 25B/47, 01-469 Warsaw, Poland
KRS: 0000727788
EU VAT: PL5223121890
Email: info@stimulsoft.com

Notices regarding data protection should additionally be sent to the address set out in the section DATA PROTECTION above.

STIMULSOFT will send notices to USER by email to the address associated with USER's account. USER is responsible for keeping that email address current and for ensuring that emails from STIMULSOFT are not blocked by spam filters, firewalls, or notification settings.

21. GOVERNING LAW AND JURISDICTION

These TERMS OF SERVICE and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of the Republic of Poland, without regard to its conflict-of-law rules.

The parties submit to the exclusive jurisdiction of the courts of Warsaw, Poland, for the resolution of any dispute, claim, or controversy arising out of or in connection with these TERMS OF SERVICE or the SERVICES, including their existence, validity, interpretation, performance, breach, or termination.

Nothing in this section limits or excludes any mandatory rights or protections that USERS who are consumers (natural persons acting outside their trade, business, craft, or profession) may have under the law of their place of habitual residence. In particular, for USERS who are consumers and domiciled in the European Union, this includes the right to bring proceedings before, or be sued only in, the courts permitted under Section 4 of Regulation (EU) No 1215/2012 (Brussels Ia), and the right to benefit from consumer-protection provisions of their domestic law that cannot be derogated from by agreement under Article 6 of Regulation (EC) No 593/2008 (Rome I).

22. GENERAL PROVISIONS

These TERMS OF SERVICE may only be modified by STIMULSOFT in accordance with the section UPDATES TO TERMS OF SERVICE above, or by a written instrument signed by USER and an authorized officer of STIMULSOFT.

These TERMS OF SERVICE, together with any Data Processing Addendum applicable to the processing of personal data by STIMULSOFT as a processor on USER's behalf, and any applicable separate license agreement, order, or other written agreement between USER and STIMULSOFT, constitute the entire agreement between USER and STIMULSOFT in relation to the SERVICES and supersede all prior or contemporaneous representations, agreements, or understandings, whether written or oral.

No failure or delay by STIMULSOFT in exercising any right, power, or remedy under these TERMS OF SERVICE constitutes a waiver of that right, power, or remedy. No single or partial exercise of any right precludes any other or further exercise of that or any other right.

If any provision of these TERMS OF SERVICE is held to be invalid, void, or unenforceable (whether by a court of competent jurisdiction or under the mandatory law of USER's jurisdiction), that provision shall be deemed modified to the minimum extent necessary to comply with applicable law, and the remaining provisions shall continue in full force and effect.

Neither party shall be liable for any delay or failure in performance of its obligations under these TERMS OF SERVICE to the extent such delay or failure is caused by events beyond the affected party's reasonable control, including natural disasters, pandemics, epidemics, public-health emergencies, terrorism, war, armed conflict, civil unrest, fire, explosion, water damage, riots, strikes, labor disputes, acts of government or governmental authorities, sanctions, export controls, cyber-attacks, failures of public utilities, energy supply, telecommunications infrastructure, Internet backbone providers, third-party cloud or hosting providers, other sub-processors, supply-chain disruptions, or any other similar cause beyond the affected party's reasonable control, provided that the affected party uses reasonable efforts to mitigate the effect of the event and resumes performance as soon as reasonably practicable.

USER may not assign, transfer, or sublicense these TERMS OF SERVICE or any rights or obligations hereunder, in whole or in part, without the prior written consent of STIMULSOFT. STIMULSOFT may assign these TERMS OF SERVICE, in whole or in part, without USER's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this section is void.

These TERMS OF SERVICE are for the benefit of USER and STIMULSOFT only and do not create any rights enforceable by any third party.

USER acknowledges that STIMULSOFT's intellectual property rights in the SOFTWARE and the SERVICES are protected by Polish, European Union, and international copyright and intellectual property laws, including treaties to which the Republic of Poland is a party. USER agrees not to take any action that would impair such rights.

23. U.S. GOVERNMENT END USERS

The SERVICES, the SOFTWARE made available through the SERVICES, and the related documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202.

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the SERVICES, the SOFTWARE, and the related documentation with only those rights set forth in these TERMS OF SERVICE and as otherwise expressly granted to them in writing by STIMULSOFT.

Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in these TERMS OF SERVICE and to the restrictions set forth in DFARS 227.7202 (Commercial Computer Software - Rights) and FAR 52.227-19 (Commercial Computer Software - Restricted Rights), as applicable.

24. MISCELLANEOUS

STIMULSOFT reserves all rights in the SERVICES not specifically granted in these TERMS OF SERVICE.

These TERMS OF SERVICE may be updated in accordance with the section UPDATES TO TERMS OF SERVICE above.

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