

TERMS OF SERVICE
„OKTAWAVE WATCH”

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1. DEFINITIONS

Whenever the following capitalized terms are used in these Terms of Service, they shall have the meanings specified below, or as defined in the Oktawave Terms of Service for Business Users (available at <https://www.oktawave.com/en/company/legal/business-clients-regulations>), unless clearly stated otherwise in the context.

Failure	Improper functioning of the Oktawave Watch Service preventing data collection necessary for its proper performance.
Terms of Service or Terms	These Terms of Service, the current version of which is available at https://www.oktawave.com/en/company/legal/business-clients-regulations , including in PDF format.
Main Terms	The Oktawave Terms of Service for Business Users, accepted by the User upon conclusion of the Agreement and available at: https://www.oktawave.com/en/company/legal/business-clients-regulations/Terms_and_conditions_of_Oktawave_Services_to_businesses_v2.pdf
Service Provider	Oktawave S.A., with its registered seat in Warsaw (02-822), at ul. Poleczki 13, correspondence address: ul. Puławska 464, 02-884 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000858468; NIP: 5213633306; REGON: 146197794; share capital: PLN 5,397,410.00, fully paid



Oktawave Watch Service	A service enabling monitoring, collecting, and processing data related to performance, availability, and other available information concerning the internet services, applications, and servers monitored by the User.
User	An entity with full legal capacity, excluding consumers, which is a party to the Agreement.

2. GENERAL PROVISIONS

- 2.1. These Terms define the conditions for the provision of the Oktawave Watch Service by the Service Provider.
- 2.2. Matters not regulated herein shall be governed by the Main Terms.
- 2.3. The User is obliged to use the Oktawave Watch Service in accordance with the Agreement, these Terms, the Main Terms, and applicable law.
- 2.4. The Service is available via the User Account.
- 2.5. The User uses all data, information, and results of the Oktawave Watch Service solely at their own risk.
- 2.6. Proper use of the Oktawave Watch Service requires the User to have an ICT device with Internet access and a correctly installed, configured, and updated web browser (Google Chrome, Microsoft Edge, Mozilla Firefox, Opera, Safari, or equivalent) as well as an email client (Microsoft Outlook, Mozilla Thunderbird, or equivalent).
- 2.7. The User undertakes to maintain the security of their Internet connection and IT system by regularly installing security updates provided by software vendors and using regularly updated antivirus software.

3. COMMENCEMENT OF USE AND SERVICE AVAILABILITY PERIOD

- 3.1. The User must complete the following steps to start using the Service:
 - 3.1.1. accept the Terms of Service;
 - 3.1.2. activate the functionality in the User Account by adding domains to the Oktawave Watch Service.

4. SERVICE DELIVERY METHOD

- 4.1. According to the configuration in the User Account, in the event of detecting an event related to the monitored resources, the Oktawave Watch Service sends notifications via the selected Notification Channel, including email, SMS, or internet messengers.
- 4.2. Using the parts of the Oktawave Watch Service delivered via email or SMS requires the User to have an active and correctly configured email account or mobile phone.
- 4.3. The User has continuous access to monitoring results and configuration options of the Oktawave Watch Service via the User Account.

5. RIGHTS AND OBLIGATIONS OF THE USER AND THE SERVICE PROVIDER

- 5.1. The Service Provider undertakes to activate and provide the Oktawave Watch Service to the User with due professional care.
- 5.2. The Service Provider may use subcontractors to deliver the Oktawave Watch Service. The Service Provider is liable for the actions of subcontractors as for its own actions.
- 5.3. The User is obliged to make timely payments for the Services provided.
- 5.4. If the User publishes data obtained through the Service, they must indicate the source of the data.
- 5.5. The User is prohibited from:
 - 5.5.1. using the Service in a way that may disrupt the proper functioning of networks and computer systems;
 - 5.5.2. modifying, deleting, or adding any records to third-party information without their consent;
 - 5.5.3. attempting to gain unauthorized access to computer systems or stored information, particularly by breaching or circumventing security mechanisms or procedures;



- 5.5.4. violating third-party intellectual property rights;
- 5.5.5. distributing materials containing unlawful content.

- 5.6. If the Service Provider becomes aware that the User is using the Oktawave Watch Service in violation of these Terms, the Agreement, or applicable law, the Service Provider may immediately block the User's access to the Service and process the User's personal data to determine liability and provide such data to relevant public authorities.
- 5.7. The Service Provider may immediately cease providing the Oktawave Watch Service or terminate the Agreement without refunding any unused fees if:
 - 5.7.1. the User violates the Agreement or these Terms;
 - 5.7.2. the User uses the Service contrary to its intended purpose or parameters;
 - 5.7.3. the User acts to the detriment of other Service Provider Users or Internet users.

6. PAYMENT TERMS

- 6.1. The rules for the Service Provider's remuneration are defined in the Main Terms, while fee amounts are specified in the Price List attached thereto.

7. SERVICE SUPPORT AND MAINTENANCE BREAKS

- 7.1. The Service Provider undertakes to support Users by providing information about the Oktawave Watch Service functionalities and by receiving service requests, failures, and complaints on Business Days between 8:00–20:00 via:
 - 1) telephone: +48 22 10 10 555,
 - 2) email: customer@oktawave.com
 - 3) service request form in the Control Panel at: <https://admin.oktawave.com/>.
- 7.2. The User must report Failures to the Service Provider immediately upon detection.
- 7.3. The Service Provider will register the Failure by recording the time it was notified or the time it informed the User about the Failure.
- 7.4. The Service Provider undertakes to eliminate the Failure as soon as possible, no later than within 5 Business Days from detection or User reporting. In justified cases, the Service Provider may extend the repair period and will inform the User accordingly. The User will be notified immediately once the Failure is resolved.
- 7.5. The Service Provider may temporarily suspend the Service to perform installation or maintenance work (maintenance break). If such suspension exceeds 30 minutes, the User will be informed. The Service Provider is not liable for lack of Service availability during properly established maintenance breaks.
- 7.6. The Service Provider reserves the right to establish short maintenance breaks for system servicing, maintenance, and implementation of new functionalities.
- 7.7. The Service Provider will notify the User via email or other agreed method if a planned maintenance break will exceed 30 minutes.

8. LIMITATION OF LIABILITY OF THE SERVICE PROVIDER

- 8.1. The Service Provider is not liable for:
 - 8.1.1. improper or incorrect configuration of the Service by the User;
 - 8.1.2. content and data collected or transmitted by the User and does not perform any control of such User actions;
 - 8.1.3. email delivery issues caused by external services;
 - 8.1.4. configuration, updates, or modifications required for any User device or software;
 - 8.1.5. Failures caused by or resulting from User devices or software;
 - 8.1.6. payments made by the User over the Internet, via credit card or other electronic means.
- 8.2. The Service Provider is not liable for damages resulting from:
 - 8.2.1. the nature of technologies characterized by variable parameters affecting quality, including Internet-based technologies;
 - 8.2.2. lack of Service continuity caused by actions or omissions of third parties (e.g., link providers, electricity providers, hosting providers, and other contractors);
 - 8.2.3. failure or improper performance of the Service due to force majeure, understood as extraordinary, unforeseeable, and unavoidable events, including natural disasters, war, epidemics, government acts,



or other causes outside the Service Provider's control, including damage or failures caused by the User or third parties not attributable to the Service Provider;

8.2.4. improper use of the Service;

8.2.5. use of access authorization information by third parties;

8.2.6. breaches of these Terms, the Agreement, or applicable law by the User.

8.3. The Service Provider's liability for non-performance or improper performance of the Service is limited to the benefits specified in the Agreement.

8.4. The Service Provider's liability cannot exceed the total compensation received from the User for the Service.

8.5. Except for cases where damage was caused intentionally by the Service Provider, claims exceeding the above limits are excluded.

8.6. The Service Provider is not liable for indirect damages or lost profits, including lost revenue, lost customers, missed business opportunities, or lost expected savings.

9. TERMINATION AND DISABLING OF THE SERVICE

9.1. The User may disable the Oktawave Watch Service at any time via the User Account by removing the Service.

9.2. The Service may be disabled immediately, temporarily, or permanently by the Service Provider if the User breaches these Terms or the Agreement.

9.3. The Oktawave Watch Service is not covered by a Standard Service Level Agreement (SLA). A non-consumer User has no claims against the Service Provider related to the commencement, delivery, or termination of the Oktawave Watch Service. These exclusions do not apply where prohibited by law (e.g., intentional damage). In such cases, the provisions of the Terms shall apply.

10. COMPLAINTS

10.1. Complaints concerning the Service are governed by §11 of the Main Terms.

11. FINAL PROVISIONS

11.1. Changes to these Terms follow the change procedure defined in §20 of the Main Terms, except that changes become effective 5 days after notice is sent, unless the User submits a statement of termination within 2 days from receiving the change notice. In such case, the Service ends 5 days after the change notice was sent.

11.2. Invalidity or unenforceability of any provision of the Terms or the Agreement does not affect the validity or enforceability of the remaining provisions.

11.3. The current version of the Terms is published on the Service Provider's website <https://www.oktawave.com/en/company/legal/business-clients-regulations> and provided to the User free of charge at the start of the Service and upon request, in written or electronic form.

