

General Terms of Service

ART. 1. GENERAL PROVISIONS

§ 1 The company INTSOL sp. z o. o. registered in Warsaw, Poland („INTSOL”) is the owner and the operator (“Operator”) of the Scout service (“Service”) available at the web address <https://v2.scoutmes.com>

§ 2 The service consists of providing the registered customer ("Customer") access to his account ("Account"), under which the Customer has access to information about their registered in the Service CNC machines.

§ 3 Only these General Terms of Service shall be binding. The Customer's terms of service which are contrary to or depart from these will not be accepted unless the Operator expresses their agreement in writing.

§ 4 The internet address of the Service may be subject to change. The operator will attempt to inform the Customer about this by email.

§ 5 The Operator reserves the right to amend or supplement at any time the General Terms of Service, including any attachments. Orders accepted before the change will be implemented in accordance with the then General Terms of Service. We reserve the right to make mistakes in print describing articles and paragraphs.

ART. 2. OFFER AND PRICES

§ 1 The service is available free of charge for the first 14 days of use by the Customer, counting from the day of activation of his Account.

§ 2 After the period of free use of the Service expires, the Operator will attempt to contact the Customer in order to determine whether the Customer is interested in making payments for the Service and on what terms (consistent with price list).

§ 3 In the absence of a response from the Customer within 14 business days, the Operator reserves the right to delete the Account, with all its consequences.

§ 4 Payments for the Service are made on the basis of invoices or proforms issued by the Operator. The document will be delivered electronically.

§ 5 The prices and terms of the Service are presented to the Customer electronically or by telephone and can be found on the Service website.

§ 6 In the absence of payment for the next billing period, the Operator may delete the Account, with all its consequences. The Operator will attempt to inform the Customer about this via e-mail or telephone.

ART. 3. DATA STORAGE

§ 1 For proper operation of the Service, the Customer agrees that the control software ("Software") sends information about the current state of the Customer machine and the other information necessary for the Service to be performed ("Data") to the server or servers that are operated by Operator ("Servers").

§ 2 Data sent by the Software may be stored in databases located on the Servers operated by the Operator.

§ 3 The Operator is obliged to not disclose Data to third parties for purposes other than would result from the fulfillment of the Service or written agreement with the Customer.

§ 4 In order to ensure security and continuity in the operation of the Service, the Operator reserves the right to make backup copies of the Data and save them on third-party servers solely for that purpose.

§ 5 The Data stored within the free variant can be removed in an emergency situation by the Operator. Before deleting the Data, the Operator will attempt to inform the Customer about this by email or telephone.

§ 6 In the event of the Customer's account being closed in the Service, the related Data may be completely removed from the Operator's Servers. This does not apply to deleting Data from previously made backups.

ART. 4. RESPONSIBILITY

§ 1 The Operator shall make every effort to ensure that the operation of the Service is as stable as possible.

§ 2 The Operator is exempt from liability for failures of the Service due to external factors beyond the control of the Operator, such as eg. the server infrastructure being damaged or hacker attacks (DoS, DDoS and other).

§ 3 The Operator's liability is limited to intentional gross negligence and does not include the effects of hacker attacks, Server operating system errors or other external factors beyond the Operator's control.

§ 4 The Operator reserves the right to temporarily disable the Service for the time of the necessary technical work. The Operator will endeavor to disable the Service in the least burdensome way for the Customer.

§ 5 The Customer agrees not to share his login and password to his Account with third parties. The Operator shall not be liable for damages resulting from access to the Account by third parties due to Customer's fault.

ART. 5. FINAL PROVISIONS

§ 1 For matters not regulated in the General Terms of Service, Polish law and, in particular, the Civil Code shall apply. All disputes will be resolved according to the wording of the General Terms of Service from the date of filing the claim.

§ 2 Any disputes arising from the General Terms of Service will be resolved amicably, and in the event of disagreement, any disputes may be settled by the Polish Court, competent in the matter and locally for the Operator's seat.