

# Terms and Conditions

(No. 20190409)

## § 1. General provisions

1. These Terms and Conditions govern the terms of service provision by electronic means for the Web Site and the Service.
2. Upon accessing the Web Site as well as before executing the Agreement and using the Service, the Customer is obliged to become familiar with the Terms and Conditions.
3. The Operator provides access to the Terms and Conditions free of charge within the Web Site, which allows for downloading, recording, storing and printing of the Terms and Conditions, particularly before executing the Agreement.
4. The Customer is obliged to comply with the Terms and Conditions from the moment of accessing the Web Site.
5. The Customer who did not perform the Registration is bound by the Terms and Conditions published on the Web Site at the time of the particular entry to the Web Site.

## § 2. Definitions

The terms written with a capital letter shall have the following meaning:

- 1) Account – panel which allows the Customer to use the Service through the Web Site,
- 2) Account Activation – activity performed by the Customer which consists of following an activation link sent by the Operator to the Customer's e-mail address,
- 3) Agreement – all arrangements between the Customer and the Operator regarding the provision of the Service accessed through the Web Site. Particularly, the Terms and Conditions and the Subscription Plan are an integral part of the Agreement,
- 4) Blockage of the Account – lack of possibility to log into the Account which results in the Blockage of the Service,
- 5) Blockage of the Service – limitation or lack of the possibility to use the Service, particularly blockage of the possibility to send Submissions,
- 6) Breakdown – situation during which the Service is not working properly only in the following ways (at least one):
  - a) it is not possible to save a Submission within the Service,
  - b) none of the saved Submissions are being processed by the Service for more than 60 seconds,
  - c) it is not possible to download information regarding the status of a processed Submission,

provided this situation was caused by the circumstances laying within the Service,

- 7) Customer – natural person, a legal person or an organizational unit with no legal personality but which is granted legal capacity under the law, which uses the Web Site and/or the Service,
- 8) Data – any data sent to the Web Site and/or the Service by the Customer and/or the Users, including Problems and Submissions,
- 9) Demo – version of the Service meant strictly for demonstrational purposes, i.e. a version which may contain only certain modules and/or have limited functionality,
- 10) Operator – Sphere Research Labs Sp. z o.o. (limited), with registered office in Gdynia, Republic of Poland, which register documents are held by the District Court for Gdańsk – North in Gdańsk, 8th Commercial Division, under the number of the register of entrepreneurs: 316381, NIP (tax id): PL5862219354, REGON: 220631894, with share capital of 70,300 PLN,
- 11) Party/Parties – the Operator and/or the Customer, depending on the context of the term's use,
- 12) Password – set of minimum 8 characters defined by the Customer and assigned to the Username, required to access the Account,
- 13) Platform – mean provided by the Customer for the integration with the Service (e.g. website, mobile application, desktop application),
- 14) Problem – programming task in the context of which the Submission is executed and/or evaluated,
- 15) Web Site – internet (web) sites found at the following domain: *sphere-engine.com*, maintained by the Operator,
- 16) Registration – one-time activity consisting of filling in a form on the Web Site by the Customer and acceptance of the Terms and Conditions,
- 17) Service – internet platform provided by the Operator and accessed by the Customer through the Web Site, based on the SaaS (Software as a Service) model, consisting of modules described in Appendix A,
- 18) Submission – program (e.g. source code, executables and/or resources) sent for execution and/or evaluation to the Service,
- 19) Subscription Fee – fee for using the Service by the Customer for the duration of the Subscription Period in the amount defined in the Subscription Plan,
- 20) Subscription Period – period of one month within which the Customer is authorised to use the Service against the Subscription Fee,
- 21) Subscription Plan – plan for the use of the Service prepared by the Operator accordingly to the Customer's needs, specifying particularly the duration of the Agreement, the Subscription Period and/or the Subscription Fee,
- 22) Terms and Conditions – the terms and conditions provided herein,
- 23) Trial Period – period within which the Customer is authorised to use the Service free of charge, which length is freely determined by the Operator,

- 24) User – natural person using the Service on the basis of the Customer's authorization and/or through the Platform, particularly a person sending a Submission,
- 25) Username – individual and unique Customer's ID to be used to access the Account,
- 26) Working Day – day from Monday to Friday which is not a statutory holiday in the Republic of Poland.

### § 3. Conditions of service provision

- 1. The Web Site serves for information purposes as well as for accessing the Service. No part of the Web Site shall constitute an offer within the meaning of the Polish Civil Code.
- 2. The general part of the Web Site may be freely accessed by any Customer without Registration. It serves for the sole purpose of providing general information about the Service.
- 3. The Service is directed to entrepreneurs, i.e. Customers conducting business and/or professional activity on their own behalf, who have full capacity to enter into legal transactions. A consumer (i.e. a natural person performing a legal act which is not directly related to his business and/or professional activity), who has full capacity to enter into legal transactions, may be granted access to the Service only after determining the terms of service with the Operator.
- 4. Access to the Service is possible using the Account that passed Registration and Account Activation. The Customer may access the Service within the Trial Period or the Subscription Period.
- 5. The Operator has the right to make available on the Web Site the Demo. The Customer is authorized to use the Demo free of charge, without Registration, only for the purpose of familiarization with the Service.
- 6. The Operator shall have the right to freely change the contents of the Service, or even completely disable it, within the Trial Period and/or the Demo. Such modifications shall not be treated as changes to the Terms and Conditions and the Agreement.
- 7. To use the Web Site and the Service the Customer is required to have access to the internet and an internet browser in the most up-to-date version – Google Chrome, Mozilla Firefox, Microsoft Edge and/or Safari. Using other browsers may result in incorrect or lack of operation of the Web Site and/or the Service.
- 8. The Operator reserves the right to modify the technical means for delivering the Service and/or to entrust the maintenance of the Web Site to a third party, at any time without notice, what shall not be treated as changes to the Terms and Conditions and to the Agreement.

## § 4. Account

1. Provision of the Service is only possible following the Registration and Account Activation.
2. During the Registration the Customer is obliged to provide true and accurate identification data requested by the Operator, particularly an active e-mail address, and to accept the Terms and Conditions.
3. The Customer is obliged to keep up-to-date its identification data provided during the Registration, particularly its e-mail address. Any changes to this data shall be updated by the Customer to the Account immediately, not later than on the nearest Working Day after the change. The Customer shall bear all responsibility for failing to fulfil these obligations.
4. The Customer is allowed to register only one Account. Registration of more Accounts is allowed only upon receiving a written consent from the Operator.
5. After the Registration the Customer is obliged to carry out the Account Activation.
6. The Customer bears the responsibility for maintaining the confidentiality of the Username and Password and – if applicable – other authenticating data received from the Operator.
7. By carrying out the process of Registration and Account Activation the Customer agrees that the Operator has the right to immediately begin the provision of the Service.
8. In order to remove the Account the Customer shall contact the Operator and file a proper motion.

## § 5. Trial and Subscription Period, duration of the Agreement

1. Following the Account Activation the Customer obtains the right to use the Service for the duration of the Trial Period, unless the Subscription Fee was paid. In such case the Trial Period is terminated and the Customer has the right to use the Service for the duration of the paid Subscription Period.
2. Provided the Customer does not pay the Subscription Fee within the Trial Period and/or the current Subscription Period for the next Subscription Period, the Operator has the right to Block the Service at the end of the relevant period. Provided the Customer does not pay the Subscription Fee within 10 days from the Blockage of the Service the Operator has the right to Block the Account.
3. Unless agreed upon mutually, the Agreement is executed for an indefinite period.
4. Provided there is no ongoing Subscription Period (particularly during the Trial Period) either Party has the right to terminate the Agreement with the effect at the end of the next Working Day, by submitting a notice to the other Party.
5. Provided there is an ongoing Subscription Period:
  - a) the Customer has the right to terminate the Agreement with the effect at the end of the current Subscription Period by submitting a notice to the Operator

- not later than 3 Working Days before the end of this period. In such case the Operator shall have the right to retain the Subscription Fees paid by the Customer for the remaining Subscription Periods and the right to demand full compensation (i.e. exceeding the sum of the paid Subscription Fees),
- b) the Operator does not have a corresponding right to terminate the Agreement with notice, however has the right to terminate it for other reasons indicated in the Agreement.
6. Whenever the Agreement provides for its termination, the Operator has the right to delete the Account together with all the Data without prior notice after 60 days from the termination.
7. Provided the Customer does not perform the Account Activation within 14 days from the Registration, the Operator shall have the right to terminate the Agreement with immediate effect and to delete the Account together with all the Data without prior notice.

## § 6. Fees and payment methods

1. Except for the Trial Period and the Demo using of the Service is subject to the Subscription Fee.
2. In case of doubt any amounts stated in the Subscription Plan and/or other communication sent by the Operator are given in net amount (without VAT and other applicable taxes).
3. The Subscription Fee is to be paid in the full amount (if applicable – with taxes) to the Operator by PayPal, FastSpring or bank transfer, prior to the beginning of the Subscription Period (payment in advance).
4. The day of crediting the bank account of the Operator is recognised as the payment date. The Service accessed during the Subscription Periods is available not earlier than from this date.
5. The Operator issues an invoice within 14 days of the end of the month during which the payment was made. However, provided the payment is made by the FastSpring platform, the invoice is issued by FastSpring according to its rules.
6. The Operator is authorized to issue invoices in electronic format (e.g. “.pdf”) without signatures of persons acting for and on behalf of the Operator, and to submit them by electronic means to the Customer. The Customer is obliged to accept invoices issued and submitted that way without protest.
7. Provided the payment of the Subscription Fee was cancelled and/or withdrawn retrospectively, the Operator has the right to immediately Block the Account, terminate the Agreement with immediate effect and charge the Customer for the period during which the Service was rendered. The Customer is obliged to make the payment within 3 days of receipt of an invoice.

## § 7. Obligations and rights of the Customer

1. The Customer is obliged to:
  - a) use the Web Site and the Service in a way which will not interfere with their functioning,
  - b) use the Web Site and the Service in a way which will not be in breach of any provisions of the applicable law, particularly the law of the Republic of Poland, and the provisions of the Agreement and the Terms and Conditions,
  - c) withhold from sharing the Username and/or Password with any third persons,
  - d) make timely payments of the Subscription Fee,
  - e) inform the Operator about any Breakdowns,
  - f) use the Web Site and the Service only for own purposes. Without written consent of the Operator the Customer is not entitled to resell the Service and/or share it with any third party in any way, regardless if against payment or free of charge,
  - g) provide true and accurate identification data requested by the Operator during the Registration (§ 4.2.) and keep this data up-to-date according to § 4.3.
2. The Customer is forbidden to undertake actions interfering with the operation of the Web Site and/or the Service, particularly such as: DoS and DDoS attacks, sending harmful code for execution, too frequent polling of the Submission's status (i.e. without at least one-second interval between consecutive requests concerning individual Submission).
3. The Customer shall be held liable as for its own actions for compliance with all the provisions of the Agreement by persons acting on its behalf, for its interest, from its authorization, cooperating with it and/or working for it, regardless of the factual and legal basis of such actions. Particularly the Customer shall be held liable for the actions of the Users.
4. The Customer has the right to remove the Account as indicated in § 4.8. By removing the Account the Customer loses the ability to use the Service, however it does not affect the validity of the Agreement, particularly the Operator shall have the right to retain the Subscription Fees paid by the Customer for the remaining Subscription Periods.

## § 8. Obligations and rights of the Operator

1. The Operator is obliged to:
  - a) ensure access to the Service on the principles set forth in the Agreement,
  - b) during the Trial Period – remove any Breakdowns reported by the Customer as soon as possible considering operational possibilities of the Operator,
  - c) during the Subscription Period – remove any Breakdowns reported by the Customer as soon as possible, but not longer than within 4 Working Days from the moment they were reported. In case of lack of possibility to remove

the Breakdowns within this time, the Operator shall inform the Customer of that fact and set a new time which will not exceed 30 Working Days.

2. The Operator has the right to:
  - a) temporarily suspend the Web Site and/or the Service for the purpose of their maintenance and/or modification. In case the period of downtime exceeds 2 hours, the Customer has the right to have the Subscription Period extended by a corresponding period,
  - b) send messages to the Customer's e-mail addresses including technical information related to the functioning of the Web Site and/or provision of the Service, particularly concerning any changes to the Terms and Conditions,
  - c) Block the Account in case it was used for any activity violating the provisions of applicable law, particularly the law of the Republic of Poland,
  - d) Block the Account in case the Customer violated any of the provisions of the Agreement, particularly it turns out that the Customer does not meet the conditions set forth in § 3.3 and/or the Customer provided untrue and/or inaccurate identification data in cases indicated in § 4.2. and/or § 4.3.
3. In cases specified in points 2.c. and/or 2.d. the Operator has also the right to terminate the Agreement with immediate effect and retain the Subscription Fees paid by the Customer for the remaining Subscription Periods.

## § 9. Limitation of liability

1. The Operator does not bear any responsibility for:
  - a) any activities of the Customer which were undertaken based on the results obtained when and/or as a result of using the Web Site and/or the Service,
  - b) the financial results of the Customer's activity based on the above-mentioned results,
  - c) the suitability of the Customer's equipment and/or the Platform for running the Web Site and/or the Service. The Operator does not bear any responsibility for technical problems and/or technical limitations caused by such equipment and/or the Platform,
  - d) the breach of rights of any third persons and/or any damage to third persons resulting from any activity conducted by the Customer resulting from the use of the Web Site and/or the Service,
  - e) any breach of the rights of third parties and/or any damage to third parties resulting from an infringement of any intellectual property rights, including copyrights and any rights related to any industrial property, committed by the Customer and/or the Users,
  - f) the Data, particularly the content of the Problems and the Submissions as well as the loss of the Data.
2. In the event force majeure (particularly an act of government, war, fire, flood, power shortages and/or blackouts, total breakdown of telephone lines and/or



services, total failure of the Internet) prevents the Operator from performing in accordance with the Agreement and/or the Terms and Conditions, such non-performance shall be excused and shall not be considered a breach and/or delay for so long as the conditions of force majeure prevail.

3. The Web Site and/or the Service may use, implement, contain and/or refer to a third party software, about what the Customer may be not informed. ANY THIRD PARTY SOFTWARE IS PROVIDED "AS IS". The Operator provides no support, guarantee and/or warranty services for such software as well as does not bear for it any responsibility.
4. The Customer shall bear full responsibility towards the User in connection with and/or in relation to the execution of the Agreement as well as the usage (by the Customer, the User and/or other Users) of the Web Site and the Service. THE OPERATOR SHALL NOT BEAR ANY RESPONSIBILITY TOWARDS THE USERS. The Customer shall indemnify, defend and hold harmless the Operator (particularly respective officers, directors, employees) from and against all claims, damage, liabilities and costs incurred in connection with and/or relating to any actions undertaken by the User against the Operator.
5. NO WARRANTY, GUARANTEE, CONDITION, UNDERTAKING OR TERM, IS GIVEN AND/OR TO BE IMPLIED AS TO THE SUITABILITY OF THE WEB SITE AND THE SERVICE FOR ANY PARTICULAR PURPOSE, FOR USE UNDER ANY SPECIFIC CONDITIONS AND IN CONFORMITY WITH ANY SPECIFIC SOFTWARE, HARDWARE AND/OR PLATFORM, NOTWITHSTANDING THAT SUCH PURPOSE AND/OR CONDITIONS MAY BE KNOWN AND/OR MADE KNOWN TO THE OPERATOR AND ALL SUCH WARRANTIES, GUARANTEES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY NULLIFIED AND EXCLUDED.
6. THE JOINT LIMIT OF THE LIABILITY OF THE OPERATOR TO THE CUSTOMER AND ALL OTHER ENTITIES, PERSONS, BODIES AND THE AUTHORITIES WHATSOEVER (particularly the Users) ARISING OUT OF AND/OR IN THE CONNECTION WITH THE AGREEMENT, THE TERMS AND CONDITIONS, THE USE AND/OR OTHER EMPLOYMENT OF THE WEB SITE AND/OR THE SERVICE, whether such liability arises from any claim based on breach of the Agreement and/or any other contract, guarantee, warranty, tort and/or otherwise, SHALL IN NO CASE JOINTLY EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE PAID BY THE CUSTOMER FOR THE LAST SUBSCRIPTION PERIOD BEFORE THE EVENT RESULTING IN THE OPERATOR'S LIABILITY OCCURED. PROVIDED THE CUSTOMER DID NOT PAY ANY SUBSCRIPTION FEE (particularly because the Agreement was not executed) THE OPERATOR'S LIABILITY SHALL BE FULLY EXCLUDED. Regardless of the above, THE OPERATOR'S LIABILITY FOR THE DEMO SHALL BE FULLY EXCLUDED.



## § 10. Personal data protection and privacy policy

1. The Customer agrees for its personal data to be processed by the Operator.
2. The Customer warrants that the Data shall not contain any personal data, particularly of the Users. Otherwise, the Customer shall be obliged to ensure – at its own expense and responsibility – that all the obligations referring to the personal data imposed by the applicable law, including these imposed on the Operator, are fulfilled. In accordance with the principles set forth in § 9.4., the Operator shall not bear any responsibility and be indemnified by the Customer for not fulfilling of its obligations referring to the personal data (e.g. towards the authorities).
3. The detailed information regarding the processing of the personal data can be found in relevant Operator's regulations accessible through the Web Site, particularly under the following addresses: <https://sphere-engine.com/private> and <https://sphere-engine.com/gdpr>.

## § 11. Intellectual property

1. Nothing in the Terms and Conditions shall vest in the Customer any right, title and/or interest in the area of intellectual property, particularly copyright, trademark and industrial property rights of the Operator.
2. The Operator reserves all its intellectual property rights not specifically granted to the Customer. Any improvements to existing Operator's intellectual property rights will continue to be owned by the Operator.
3. Any software developed by the Operator as part of commissioned tasks remains the exclusive intellectual property of the Operator unless otherwise agreed upon mutually.
4. The Customer is not allowed to:
  - a) alter the layout, particularly to remove the Operator's name, brands, logos and other marks,
  - b) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code and interfere with the execution and database content,of the Web Site and/or the Service.
5. All Data is owned by the Customer and/or other relevant persons/entities, particularly the Operator does not obtain any intellectual property rights to the Problems and the Submissions.

## § 12. Confidentiality

1. Each Party undertakes to keep confidential any trade secrets of the other Party, i.e. any technical, technological, organizational and/or other information of

economic value concerning the other Party and not disclosed to the public. The confidentiality obligations particularly apply to:

- a) all parts of the Agreement except for the Terms and Conditions, including the Subscription Plan and the Subscription Fee,
  - b) the know-how of the other Party.
2. The confidentiality obligations do not apply particularly to the fact of the execution of the Agreement and the cooperation between the Parties.
  3. Confidentiality obligations shall survive the Agreement without time limit and shall be waived only in cases specified by applicable law.

## § 13. Changes to the Terms and Conditions

1. The Operator has the right to one-sidedly amend and/or addend the Terms and Conditions at any time due to the occurrence of an important reason, particularly at least one of the following:
    - a) changes to the applicable law, as well as changes to the interpretation of this law reflected by the court rulings and/or decisions of the authorities,
    - b) need of introduction of new services, changes to the existing services and/or withdrawal of the services provided by the Operator, including changes and/or improvements in their operation, layout and/or name, particularly caused by technical, technological and/or organizational progress as well as changes to the software, hardware and/or IT systems used by the Operator in provision of the services.
  2. The changes to the Terms and Conditions shall be published on the Web Site and sent to the Customer by e-mail.
  3. The changes to the Terms and Conditions come into force on the following dates:
    - a) in cases indicated in § 5.4. – from the beginning of the 15 day falling after the announcement of changes according to point 2, provided that earlier the Customer does not terminate the Agreement with notice according to § 5.4.,
    - b) in cases indicated in § 5.5. – from the beginning of the second Subscription Period falling after the Subscription Period within which the changes were announced according to point 2, provided that earlier the Customer does not terminate the Agreement with notice according to § 5.5.
  4. At any time the Operator has the right to one-sidedly:
    - a) correct any typing and/or accounting mistakes made in the Terms and Conditions, as well as clarify their provisions, provided such modifications shall not affect the rights and obligations of the Parties,
    - b) modify the contact details indicated in § 14.3.,
    - c) change the addresses of the websites provided in the Terms and Conditions.
- Such modifications shall not be treated as changes to the Terms and Conditions and shall come into effect the moment they are announced according to point 2.

5. The provisions of points 1-4 apply to the Customer who performed the Registration. Any other Customer is bound by the Terms and Conditions published on the Web Site and in force at the moment of each entry.

## § 14. Final provisions

1. The Agreement and the Terms and Conditions are regulated and are subject to construal in accordance with the law of the Republic of Poland.
2. In case the Customer and the Operator are unable to reach a consent by negotiations, all disputes and disagreements arising out of and/or related to the Agreement and/or the Terms and Conditions, including those related to their performance, violation, termination and invalidity, shall be resolved by the common court of law of the Republic of Poland with the territorial jurisdiction over the registered office of the Operator.
3. All Customer's communication to the Operator, particularly complaints, shall be directed to the following contact details:
  - name: Sphere Research Labs Sp. z o.o.,
  - e-mail: [hello@sphere-research.com](mailto:hello@sphere-research.com),
  - telephone: +48 587321120,
  - street: Al. Zwycięstwa 96/98,
  - postal code and city: 81-451 Gdynia,
  - country: Poland.
4. The Operator has the right to direct the communication to the Customer according to the identification data currently saved on the Account. Provided the Account Activation was not performed, the communication to the Customer shall be deemed as effectively sent and delivered to the e-mail address given during the Registration.
5. In case of doubt all communication between the Customer and the Operator shall be deemed effective:
  - provided the delivery took place prior to 16:00 GMT on a Working Day – on the date of delivery,
  - otherwise – on the nearest business day.
6. All appendixes to the Terms and Conditions are its integral part.
7. The Terms and Conditions come into force on 9 April 2019. The Terms and Conditions apply to the Agreements executed from this date.

## **APPENDIX A to the Terms and Conditions No. 20190409**

### **SPHERE ENGINE Service SPECIFICATION**

1. The Operator provides Customers with access to the following modules within the Service:
  - a) The Sphere Engine Compilers, which provides the Customer with access to the API and documentation, and enables the Submissions to be sent for execution and to retrieve the execution results,
  - b) The Sphere Engine Problems, which provides the Customer with access to the API, documentation and the CMS system for managing the Problems, and enables the Submissions to be sent for evaluation in the context of the Problems, and to retrieve the evaluation results,
  - c) The Sphere Engine Compilers Widget, which provides the Customer with access to The Sphere Engine Compilers through a widget embedded in the Platform,
  - d) The Sphere Engine Problems Widget, which provides the Customer with access to The Sphere Engine Problems and LMS integration, as alternative ways of integrating The Sphere Engine Problems module with the Platform.
2. Default Service parameters:
  - a) limit of resources for an individual Submission:
    - i. 1 CPU,
    - ii. 2GB RAM,
    - iii. 32 processes,
  - b) time limits:
    - i. the maximum execution time of the Submission in the Sphere Engine Compilers module: 15 seconds,
    - ii. the maximum execution time of the Submission in the Sphere Engine Problems module: 60 seconds,
  - c) maximum number of test cases in The Sphere Engine Problems module: 16,
  - d) maximum number of programming problems in The Sphere Engine Problems module: 1000,
  - e) whitelabel widgets: no,
  - f) Internet access for the Submission: off,
  - g) number of checkers: agreed upon individually,
  - h) maximum number of Submissions per minute: agreed upon individually,
  - i) maximum monthly limit of Submissions: agreed upon individually.
3. The full Sphere Engine Service specification is available at <https://developer.sphere-engine.com/>