



TERMS OF SERVICE

VERSION

18 August 2021

TERMS OF SERVICE

GENERAL

These Terms and Conditions of Use constitute the contents of an Agreement with you and apply to the services made available to You through the websites grail.com.pl and forum.grail.com.pl and related websites (hereinafter referred to as the **Service**). You - the User - by registering in the Service or the Forum, agrees that he or she has read these Terms of Service and the Forum Terms and Conditions (if the User is registering for the Forum services) available at <https://forum.grail.com.pl/tos> which constitute a part of these Terms of Service, and that the User accepts these terms. Moreover, the User represents that the User has read the terms of the Privacy Policy available under the link at the bottom of the grail.com.pl website.

DEFINITIONS

Service – the services offered for registered Users after login through Grail-related websites (grail.com.pl, shop.grail.com.pl, forum.grail.com.pl) that are operated by the Controller and through which the User may use the services related to Grail AI research, sales and post-sales support and communicate with the Grail AI user community.

Controller – QED Software Sp. z o.o. with registered office in Poland, Warsaw (00-052), ul. Mazowiecka 11/49, National Court Register, maintained by the District Court for the capital city of Warsaw, XII Commercial Division, KRS: 0000174197, with tax identification number NIP: 5262370692 (hereinafter “we,” “us” or “Data Controller” or “Controller”).

User – natural person with full capacity to perform acts in law.

Registration Form – pop-up window in the Service providing for the possibility to enter data required to make an account and register for the use of the Service available only to registered and logged Users.

SERVICE

1. The Service provides access to features related to the operation, functionalities, sale and post-sale support of Grail AI software, a product distributed by the Controller.
2. The Service is provided for the purpose of communication with registered Users, and the Controller does not imply, promise nor gives any assurances, or guarantees related to the operation, functionality, fit-for-purposeness of the Grail AI software.
3. This is not an e-commerce Service. No direct sales are effected via the Services. Users of the shop.grail.com.pl may enter into talks with the Controller regarding the licensing of Grail AI software and execute a purchase agreement to acquire the licence they desire. Such purchase and licence shall be governed by their separate agreements.
4. Services are provided “as is” and the Controller is not responsible for failure to fulfil any purpose or meet expectations of users; the Controller is not liable for any claims arising from the use of the Service. The Controller may, at its discretion, as part of the Service make available for download documents or pieces of software for the purposes

of providing detailed information or demonstrating features available in the final Grail AI software product that may be purchased separately as per item 3 above. Controller makes no specific representations or warranties as to such downloadable elements of the Service, and, although the Controller has to its best ability verified and tested such elements to be safe, the User agrees that they are provided “as is” and the Controller is not responsible for failure to fulfil any purpose or meet expectations of users or liable for claims related thereto.

5. The use of Services requires a device and an internet connection. The Controller is not responsible for any failure to connect or temporary unavailability of the Service due to technical malfunctions, specifically if caused by problems with the internet connection.

REGISTRATION AND USER ACCOUNT

1. Registration of an individual User shall be performed by filling in a Registration Form, available on the Service subpage i.e.: shop.grail.com.pl or forum.grail.com.pl by filling in appropriate data and clicking the button ending the registration process.
2. The registration must include a valid email address of the User.
3. User’s e-mail address will be verified by an email containing a unique link. If that link is visited, the Controller will know that the User controls the e-mail address, and the Account will be activated.
4. Filling in and sending the Registration Form means that the User has accepted the provisions of this document and the privacy policy of the website.
5. Access to additional services is possible immediately upon the email verification, or upon the activation by services operator, depending on the feature.
6. The use of a correct login and password is necessary in order for the User to log into the system and use additional services.
7. The User may deactivate the User’s account any time. To deactivate the account a written request may be sent to: grail-contact@grail.com.pl.
8. The User may change his profile, excluding however the name of the user provided upon registration. The User may do so in MyAccount, having been previously logged into the service.

USE OF THE SERVICE

1. The User is obliged to use the Service in line with these Terms and Conditions of Use, the Forum Terms and Conditions available at <https://forum.grail.com.pl/tos>, applicable laws, rules of social conduct and good morals.
2. Each act of the User should respect the rights of others – in particular other Users of the Service.
3. While using the Service, the User is obliged to provide true and actual registration and login data, and to protect the same against access by unauthorised persons.
4. No access to the User’s account may be provided to other Users or third parties.
5. Each User may have only one Account. It is prohibited to use another User’s account
6. Password allowing the User to log into the Service shall be private and confidential.

7. **Forum Terms and Conditions**, specifically the rules of content and conduct contained therein, should be closely followed.
8. It is forbidden to try to enter any harmful data into the system or forum (malware, including bots, viruses, spyware, “warms” etc.).
9. Any and all content or acts infringing the provisions hereof should be notified to grail-contact@grail.com.pl
10. The Controller reserves the right to suspend the Account of a User suspected of any forbidden behaviour.
11. Suspended User may apply for re-activation of their account to the Controller at grail-contact@grail.com.pl, and the Controller in response will make the final decision.
12. If the User who was suspended before infringes on the rules of the Service, the respective account will be closed, and the User will not be allowed to access the Service again.
13. The Controller reserves the right to limit the use of the Service for the purposes of technical service, maintenance or improvements. Moreover, the Controller shall undertake to do his best in order to limit such use during the night hours and for as short as possible.

PERSONAL DATA PROCESSING OF THE SERVICE USERS AND ACCOUNT DELETION

1. Personal data of the Users properly registered in the Service shall be processed based on the principles laid down in the Privacy Policy available at the bottom of the website grail.com.pl
2. All inquiries related to privacy, including the request to delete or modify the User’s data, shall be addressed at privacy@qed.pl
3. The request to delete data in the Service system is possible based on an appropriate demand to be sent to the Controller by e-mail; whereby the User shall provide the Controller with the User’s name, login and password or other data that may help identify and verify the User.
4. In case of request to delete data from the Service, the User shall automatically lose their account in the Service (be deregistered from the Service).

Limits on Liability

Neither the company nor its suppliers will be liable to you for breach-of-contract damages their personnel could not have reasonably foreseen when you agreed to these terms.

As far as the law allows, the total liability to you for claims of any kind that are related to the use of Services or content on the forum will be limited to \$50.

Feedback

The company welcomes your feedback and suggestions for the forum. See the Contact section below for ways to get in touch with us.

You agree that the company will be free to act on feedback and suggestions you provide, and that the company won’t have to notify you that your feedback was used, get your permission

to use it, or pay you. You agree not to submit feedback or suggestions that you believe might be confidential or proprietary, to you or others.

Termination

Either you or the company may end the agreement written out in these terms at any time. When our agreement ends, your permission to use the Services also ends.

The provisions relating to limits of liability, responsibility, privacy, feedback and general terms survive the end of our agreement.

Disputes

Any dispute related to these terms or your use of the forum or services is governed by Polish law.

You and the company agree to seek injunctions and dispute resolution related to these terms only in state court in Warsaw, Poland. Neither you nor the company will object to jurisdiction, forum, or venue in those courts.

General Terms

If a provision of these terms is unenforceable as written, but could be changed to make it enforceable, that provision should be modified to the minimum extent necessary to make it enforceable. Otherwise, that provision should be removed.

You may not assign your agreement with the company. The company may assign your agreement to any affiliate of the company, any other company that obtains control of the company, or any other company that buys assets of the company related to the forum. Any attempted assignment against these terms has no legal effect.

Neither the exercise of any right under this Agreement, nor waiver of any breach of this Agreement, waives any other breach of this Agreement.

These terms embody all the terms of agreement between you and the company about use of the services or the forum. These terms entirely replace any other agreements about your use of the services or the forum, written or not.

Contact

You may notify the company under these terms, and send questions to the company, at grail-contact@grail.com.pl

The company may notify you under these terms using the e-mail address you provide for your account in the services or the forum.

Changes

The company last updated these terms on August 18, 2021, and may update these terms again. The company will post all updates to the forum or send them to registered Users of other services. For updates that contain substantial changes, the company agrees to e-mail you, if you've created an account and provided a valid e-mail address. The company may also announce updates with special messages or alerts by email or on the forum.

Once you get notice of an update to these terms, you must agree to the new terms in order to keep using the services or the forum.