

## “OKTAWAVE TRAFFIC MANAGER” – EARLY ACCESS – TERMS

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### 1. DEFINITIONS

Whenever any of the following phrases is capitalised in these OTM Terms, they will have the following meaning, unless the context expressly requires otherwise.

Any phrase capitalised in these Terms and not defined herein will have the meaning assigned to them in the Oktawave Terms of Service for Consumers or in the Oktawave Terms of Service for Business Users, whichever is applicable to the User, (both available at <https://oktawave.com/en/company/legal>), unless the context expressly requires otherwise.

OTM Service Limits	Domain number limit: 100 / calendar month. Total Limit of requests for the User understood as the sum of requests for all domains: 10 million / calendar month.
Terms of Service	Alternatively: 1. for Users who are consumers: Oktawave Terms of Service for Consumers; or 2. for business Users: Oktawave Terms of Service for Business Users. Current version of the Terms of Service is available at <a href="https://oktawave.com/en/company/legal">https://oktawave.com/en/company/legal</a> , also in the PDF file format.
OTM Terms	This document, whose current version is available at <a href="https://oktawave.com/en/company/legal">https://oktawave.com/en/company/legal</a> , also in the PDF file format.
Service Provider	Oktawave S.A. with its registered office in Warsaw, ul. Poleczki 13, 02-822 Warsaw, address for correspondence: Puławska 464, 02-884 Warsaw, entered in the Commercial Register of the National Court Register kept by the District Court of the City of Warsaw,



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	13th Commercial Division of the National Court Register under the number KRS 0000858468, NIP 5213633306; REGON 146197794; share capital PLN 5 397 410,00 ;
OTM Service	Scalable service providing domain name system (TM) through the administration panel and API, enabling automation of management processes, provided in accordance with these OTM Terms. The OTM Service is provided as an automated, early access, temporary service.

## 2. GENERAL PROVISIONS

- 2.1 These OTM Terms determine the terms of provision of the OTM Service by the Service Provider. Matters not regulated in these OTM Terms will be governed by the Terms of Service.
- 2.2 The OTM Service is available to all Users.
- 2.3 The OTM Service is available in the early access version, i.e. test version (for marketing and test purposes). During the period of OTM Service availability in early access version, the Service Provider will not charge any Fee for the use of this Service.
- 2.4 The User acknowledges and agrees that the OTM Service is available in test version, which means, among other things, that it may be unstable. Therefore, using the OTM Service at this stage may require special knowledge and skills of the User to identify and mitigate possible risks related to the use of the OTM Service at this stage. The User decides to use the OTM Service at its own risk and releases the Service Provider from any liability for any effects of the use of the OTM Service in the early access version. To the extent in which such release is not permitted by applicable laws (for example, in relation to consumers or damage caused intentionally) the Terms of Service will be applicable. The OTM Service is specifically not covered by the Service Provider's SLA.

## 3. START OF USE OF OTM SERVICE AND PERIOD OF EARLY ACCESS OTM SERVICE AVAILABILITY

- 3.1 To start using the OTM Service, the User is required to:
  - a) activate that functionality in the User Account by adding domains to the OTM Service;
  - b) accept these OTM Terms.
- 3.2 The early access OTM Service will be available until further notice. The Service Provider will notify the User by email of the termination of early access version of the OTM Service one month in advance (notice period) and of possible conversion to the commercial version of the service.

## 4. PRINCIPLES OF USE OF OTM SERVICE

- 4.1 The User may hold more than one User Account under which the OTM Service is provided, but then the OTM Service Limits will apply jointly to all User Accounts (aggregate usage / ways of use for all User Accounts).
- 4.2 Should the User exceed the OTM Service Limits, the Service Provider may disable the OTM Service for such User for the remainder of the calendar month.
- 4.3 The OTM Service Limits are settled in a monthly cycle (calendar month) and the resources/parameters not used in full in one calendar month are not carried forward to the next month.

## 5. TERMINATION OF OTM SERVICE AND DISABLING OF OTM SERVICE

- 5.1 Following the period of availability of OTM Service in accordance with section 3.2 above, these OTM Terms will no longer apply to the User (termination of the OTM Service).
- 5.2 Should the Service Provider decide to offer a commercial Service analogous to the OTM Service, under the Terms of Service, following the period of availability of the OTM Service in accordance with section 3.2 above, the User will be notified of the option to activate it and of the principles of charging Fees for the use of that Service.



- 5.3 The User may disable the OTM Service in the User Account at any time by removing all domains registered in the OTM Service.
- 5.4 The OTM Service may be disabled by the Service Provider for the User with immediate effect, permanently or temporarily, when: a. the User violates any provisions of the Terms of Service or these OTM Terms; b. the Agreement is terminated.
- 5.5 The Service Level Agreement (SLA) is not applicable to the OTM Service. The User who is not a consumer is not entitled to and the User who is not a consumer will not enforce any claims against the Service Provider in connection with the commencement, provision or termination of the OTM Service. The above exclusion of liability will not apply to any event when the limitation/exclusion of liability is not permitted by applicable laws (such as damage caused intentionally) – in such cases the Terms of Service will apply.

## 6. COMPLAINT PROCEDURE AND AMENDMENT OF THESE OTM TERMS

- 6.1 Any complaints regarding the OTM Service will be governed by the provisions of section 11 of the Terms of Service for Business Users or section 12 of the Terms of Service for Consumers, as applicable.
- 6.2 The provisions of section 20 of the Terms of Service apply to any amendment of these OTM Terms, provided that any amendment of these OTM Terms will enter into force 5 days following the amendment notification, unless the User notifies OTM Terms termination within 2 days of the amendment notice. In such case the OTM Service will be terminated on the 5<sup>th</sup> day of sending the aforementioned notice of the OTM Terms amendment.

