

## REGULATIONS FOR THE ELECTRONIC PROVISION OF IVONA Speech Cloud SERVICE ON WWW.IVONA.COM

### I. DEFINITIONS

1. **Service Provider or Ivona** - IVONA Software Spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia, Al. Zwycięstwa 96/98, 81-451 Gdynia, entered into the Register of Entrepreneurs kept by the District Court Gdańsk – Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS No. 211231, share capital PLN 452,000, NIP (Tax Identification No.) 586 212 80 60, REGON (National Business Registry No.) 193055451;
2. **Service Receiver** – an entrepreneur operating business as a natural person, a legal person or an organizational unit without the status of a legal entity, who or which uses the “IVONA Speech Cloud” Service provided by Ivona;
3. **“IVONA Speech Cloud” Service** – paid or unpaid IVONA Speech Cloud Service provided electronically by Ivona for the Service Receiver in accordance with the provisions of these Regulations.
4. **Text** - the text provided to Ivona by the Service Receiver in electronic form for conversion into the Speech under “IVONA Speech Cloud” Service.
5. **Speech** – the sound generated under “IVONA Speech Cloud” Service, as a result of conversion of the Text provided by Service Receiver and the audio file containing this sound.
6. **Telephone System** - The system for handling two-way, remote, voice communications.
7. **Site** – the Web site of Ivona available at the address [www.ivona.com](http://www.ivona.com)
8. **Regulations** – these Regulations

### II. GENERAL PROVISIONS

1. These Regulations, issued under Art. 8 (1) (1) of the Act on Electronic Provision of Services of 18 July 2002 (Dz.U. (Journal of Laws) of 2002, No. 144, item 1204, as amended), hereinafter referred to as the “Act”, defines the rules for the electronic provision of “IVONA Speech Cloud” Service by Ivona and the rules for the use of the Site.
2. These Regulations contain specific provisions regarding the “Terms and Conditions for the Use of [www.ivona.com](http://www.ivona.com)” and exclude their use in matters regulated differently herein. To the extent not regulated by the Regulations, including, in particular, the conditions for registration on the Site, the use of the Site shall be subject to the terms and conditions specified in the Terms and Conditions for the Use of [www.ivona.com](http://www.ivona.com)”.
3. The Regulations are made available to Service Receivers free of charge via the Site in a form that facilitates their downloading, recording and printing.
4. Prior to the commencement of use of “IVONA Speech Cloud” Service the Service Receiver shall read the Regulations and accept their content. The Service Receiver accepts the content of the Regulations by placing an order for “IVONA Speech Cloud” Service.
5. Every Service Receiver shall comply with the provisions of these Regulations since the beginning of use of “IVONA Speech Cloud” Service.

### III. SCOPE AND TYPES OF “IVONA Speech Cloud” SERVICES

1. In performance of “IVONA Speech Cloud” Service Ivona converts the Text provided by the Service Receiver into the Speech and makes the Speech available to the Service Receiver for use in accordance with these Regulations.
2. Ivona represents that although it continuously undertakes significant efforts to ensure that Speech generated under “IVONA Speech Cloud” Service is the best quality possible and most closely matches the natural human speech; it may happen, however, that some expressions will be pronounced incorrectly, what the Service Receiver hereby acknowledges and accepts.
3. “IVONA Speech Cloud” Service is dedicated solely to entrepreneurs. Subject to the provisions of these Regulations, the Service Receiver is entitled to use of “IVONA Speech Cloud” Service for the purposes of the business activity run by Service Receiver, except for business activity in the areas of Telephony System, in particular interactive voice response (IVR) systems, Private Automatic Branch Exchange (PBX, IP PABX or other) or any other telecommunication solution.
4. “IVONA Speech Cloud” Service may be provided free of charge by Ivona (“Free “IVONA Speech Cloud” Service”) or for a fee (“Paid “IVONA Speech Cloud” Service”).

### IV. FREE “IVONA Speech Cloud” SERVICE

1. Under Free “IVONA Speech Cloud” Service Ivona shall convert the Text provided by the Service Receiver into the Speech, however the Text to be converted into the Speech under the Free “IVONA Speech Cloud” Service shall be provided in a specific format and of a limited number of characters determined by Ivona. Furthermore, the Service Receiver may use Free “IVONA Speech Cloud” Service only within the specific period of time.
2. The number of characters, Text format, and the period in which the Service Receiver may use the Free “IVONA Speech Cloud” Service, shall be specified on the Site, and can be at any time, freely changed by Ivona.
3. The Text converted into the Speech generated under Free “IVONA Speech Cloud” Service, will be preceded by advertising material of Ivona and/or other advertising material in the form of sound, to what the Service Receiver agrees ordering Unpaid “IVONA Speech Cloud” Service.
4. The Service Receiver shall not modify, in any way, Speech generated as part of Free “IVONA Speech Cloud” Service.
5. The Service Receiver acknowledges that the objective of provision of Free “IVONA Speech Cloud” Service by Ivona is primarily to enable the Service Receiver to familiarize with the functionality, characteristics, uses and suitability of “IVONA Speech Cloud” Service for the Service Receiver. Therefore, the Service Receiver agrees to use Speech made available to it under Free “IVONA Speech Cloud” Service for the above purposes only. It is prohibited to use Speech generated as part of Free “IVONA Speech Cloud” Service for commercial purposes, i.e. to achieve profits or other material benefit by the Service Receiver and/ or a third party. In particular, it is prohibited to make Speech available to any third parties against payment, in any manner, as well as reproduce, distribute, broadcast, publish Speech and on the Internet, radio, television or through any other media.

### V. PAID “IVONA Speech Cloud” SERVICE

1. In order to use Paid “IVONA Speech Cloud” Service the Service Receiver shall pay a fee, which amount depends on the number of characters of a Text that can be converted into Speech (hereinafter the “Fee”).

2. Under Paid “IVONA Speech Cloud” Service, Ivona shall convert into the Speech, the Text provided by the Service Receiver, with any number of characters, but not more than the number of unused characters for which the Service Receiver has paid the Fee.
3. Information about the remaining number of characters of the Text to use, for which the Service Receiver has paid the Fee, will be available on the Service Receiver’s Account on the Site.
4. A Text to be converted into Speech under Paid “IVONA Speech Cloud” Service can be provided as “plain text”, “SSML” (Speech Synthesis Markup language) or in another format specified on the Web Site.
5. The Fee for the use of Paid “IVONA Speech Cloud” Service shall be paid in advance. The Fee is final and is non-refundable in whole or in any part, even if the Service Receiver does not intend to use in part or in whole the unused characters of the Text for which he has paid the Fee, or if Ivona terminates the agreement to the Service Receiver.
6. Information on the amount of Fees and the manner of payment of Fees is available on the Web Sites dedicated to “IVONA Speech Cloud” Service.

## **VI. USE OF SPEECH**

1. The Service Receiver can use Speech generated under “IVONA Speech Cloud” Service for a period not longer than one year after making Speech available to the Service Receiver.
2. It is prohibited to modify Speech generated under “IVONA Speech Cloud” Service, in any manner including, in particular, decompilation or reverse engineering.

## **VII. “IVONA Speech Cloud” SERVICES AGREEMENT**

1. The Service Receiver shall register on the Site to use “IVONA Speech Cloud” Services.
2. „IVONA Speech Cloud” Services Agreement is concluded upon placing an order by the Service Receiver for a particular type of “IVONA Speech Cloud” Service in the manner specified on the Web Site.
3. To place an order for Free “IVONA Speech Cloud” Service the Service Receiver is required to provide the following information: company name, address of the registered office, telephone number, e-mail address.
4. To place an order for Paid „IVONA Speech Cloud” Service the Service Receiver is required to provide the following information: company name, address of the registered office, telephone number, e-mail address and the Tax Identification Number (NIP).
5. Ivona shall start provision of Free „IVONA Speech Cloud” Service after placing a valid order for Free „IVONA Speech Cloud” Service by the Service Receiver.
6. Ivona shall start provision of Paid “IVONA Speech Cloud” Service after placing a valid order for Paid “IVONA Speech Cloud” Service by the Service Receiver and paying for it by the Service Receiver.
7. The Service Receiver is required to provide correct, accurate and complete data referred to in subparagraphs 3 and 4 above, in accordance with Service Receiver’s data revealed in the relevant entrepreneurs register. If the data provided by the Service Receiver proves to be incorrect, contrary to the data revealed in the relevant entrepreneurs register, incomplete or wrong or if Ivona is reasonably doubtful whether the data provided by the Service Receiver is correct, compliant with the data revealed in the relevant entrepreneurs register, complete or accurate, Ivona may, at its option,

refuse to conclude “IVONA Speech Cloud” Services Agreement or terminate the agreement and refuse to provide “IVONA Speech Cloud” Services for the Service Receiver, or suspend the Service Receiver’s right to use “IVONA Speech Cloud” Services until the provision by the Service Receiver correct, complete and accurate data of the Service Receiver.

## VIII. TECHNICAL REQUIREMENTS

Detail technical requirements for use of “IVONA Speech Cloud” Service are specified in the technical documentation available on the Web Site.

## IX. RIGHTS AND OBLIGATIONS OF THE SERVICE RECEIVER

1. The Service Receiver agrees to pay the Fee for Paid “IVONA Speech Cloud” Services at a time and manner specified on the Site on pages devoted to “IVONA Speech Cloud” Service.
2. The Service Receiver shall be solely and fully responsible for the content (Text) provided to Ivona to convert it into Speech. The Service Receiver shall be fully responsible for any damage caused to Ivona and any third parties arising from the fact of providing the content (Text) in breach of the law or provisions of these Regulations.
3. The Service Receiver shall hold Ivona free and harmless and give it every assistance in defending its rights in the event of a third party claim against Ivona arising or related to the fact of breach of the law or provisions of these Regulations by the Service Receiver.
4. Providing a Text to Ivona, the Service Receiver permits and authorizes Ivona to use the Text in every way necessary for the proper performance of “IVONA Speech Cloud” Service, including, in particular, to its modification, recording, reproduction, conversion into Speech. The authorization and permission to use the Text, in the manner indicated above, shall be granted to Ivona free of charge and territorially unlimited and non-exclusive. The authorization and permission referred to in this provision shall expire upon removal of the Text and Speech by Ivona.
5. The Service Receiver shall not provide the Text of the following content: libellous, vulgar, obscene, pornographic, racist, constituting harassment or encouraging to commit an illegal act, abusive, harassing, defamatory, or otherwise harming, threatening, or violating privacy of third parties, violating the copyright or any other rights of third parties, or otherwise violating decency or law.
6. If the Text provided by the Service Receiver breaches the conditions set out in subparagraph 5 above, or if Ivona is reasonably doubtful that the Text provided by the Service Receiver breaches these conditions Ivona may, without prior notice to the Service Receiver, at its option, terminate the “IVONA Speech Cloud” Services Agreement, refuse to perform the “IVONA Speech Cloud” Service on such a Text, suspend the right of the Service Receiver to use “IVONA Speech Cloud” Services and/or delete the Text, and/or the Speech that breaches the provision of subparagraph 5 above.
7. The Service Receiver shall not use “IVONA Speech Cloud” Service in the areas of Telephony System, in particular interactive voice response (IVR) systems, Private Automatic Branch Exchange (PBX, IP PABX or other) or any other telecommunication solution.
8. The Service Receiver shall not use “IVONA Speech Cloud” Service in a manner contrary to law, good customs or prejudice to legitimate interests of Ivona, including, in particular, the Service Receiver may not use “IVONA Speech Cloud” Service:

- a) to distribute, post or transfer content that is illegal, material which is libellous, vulgar, obscene, pornographic, racist, constitute harassment or encourage to commit an illegal act, offensive, harassing, defamatory, or otherwise harming, threatening, or violating privacy of third parties, etc.
  - b) in a manner that may harm minors;
  - c) in order to imitate, pose, or impersonate any third party or entity, including, in particular, Ivona or its representatives, as well as in order to falsely or misleadingly refer to connections with third parties;
  - d) in order to hide or mislead any third parties in an unauthorized manner as to the origin or authorship of the provided contents or materials;
  - e) in a way that constitutes infringement of copyrights, intellectual property rights or any other rights of Ivona or any third parties or to use, display or distribute materials to disposition of which in such a manner the Service Receiver is not entitled;
  - f) to distribute, provide or introduce unsolicited or unwanted advertisements, commercial information or other materials;
  - g) to distribute, provide or introduce any data, material that contains viruses, worms, Trojan horses or any other harmful programs or elements that may disrupt, damage, destroy or limit the functioning of the software or hardware or telecommunications equipment;
  - h) to interfere with or in any manner that may disrupt or prevent proper operation of the Site, or servers or networks used by Ivona, or the proper performance by Ivona of any services offered through the Site, as well as in a manner inconsistent with the requirements, procedures and regulations of the network used by Ivona;
  - i) to keep track of or harass any third parties or the unauthorized collection or storage of data or other Service Receivers or Site users;
  - j) in any other inappropriate or unlawful manner.
9. Ivona stipulates that all materials, data and applications available on the Site (in particular software, graphics, information and images) are protected by copyright. The Service Receiver shall be entitled to use them only within the permitted personal use. Copying, reproduction, dissemination on the Internet and other forms of use of any materials, data or applications included on the Site beyond the limits permitted by law is prohibited.

## X. RIGHTS AND OBLIGATIONS OF IVONA

1. Ivona shall make efforts to provide "IVONA Speech Cloud" Service on a continuous basis. Ivona stipulates that interruptions may occur in the provision of "IVONA Speech Cloud" Service to update the data, correct errors and carry out other maintenance work. As a rule, Ivona will not inform about the planned interruption in the provision of "IVONA Speech Cloud" Service. Ivona shall use its efforts to ensure that any interruption in the provision of "IVONA Speech Cloud" Services lasts as short as possible.
2. Ivona has the right to decide, at its sole discretion, on the content of the Site in the scope related to "IVONA Speech Cloud" Services, introduce changes and modifications, including the types of "IVONA Speech Cloud" Services, without prior notice to Service Receivers, subject to observance of the rights of Service Receiver who had previously placed orders for "IVONA Speech Cloud" Service, in accordance with the Regulations.
3. Ivona shall have the right to terminate "IVONA Speech Cloud" Services Agreements,

to refuse the provision of “IVONA Speech Cloud” Service for the Service Receiver, to suspend the right of the Service Receiver to use “IVONA Speech Cloud” Services or to block access to the account or remove the Service Receiver’s account, if the Service Receiver uses “IVONA Speech Cloud” Service in a manner contrary to law or inconsistent with the provisions of the Regulations. Termination shall take effect immediately for all agreements entered into by the Service Receiver with Ivona for any of “IVONA Speech Cloud” Services (Services provided on the Site) and result in the removal of all data provided by the Service Receiver to Ivona.

## **XI. LIABILITY**

1. Ivona stipulates that the use of the Site and “IVONA Speech Cloud” Services shall be solely at the cost and risk of the Service Receiver.
2. Ivona shall not be liable for the content included on websites outside the Site, links to which are contained on the Site.
3. Ivona shall not be liable:
  - a) for any damages arising from the use of the Site or “IVONA Speech Cloud” Services by Service Receivers in a manner inconsistent with the law or the Regulations, in particular, for disclosure of passwords to the account, disclosure of personal data;
  - b) for any damages resulting from the cessation of providing “IVONA Speech Cloud” Services, refusal to perform “IVONA Speech Cloud” Services, suspension of the Service Receiver’s right to use “IVONA Speech Cloud” Services or removal of the Service Receiver’s account, if this was due to the Service Receiver’s fault or because of breach of the law or the Regulations;
  - c) for any damages arising in connection with the use of Speech in a manner inconsistent with the law or provisions of these Regulations;
  - d) for any damages resulting from errors, mistakes, inconsistencies in the Text, provided by the Service Receiver;
  - e) for any damages arising out of or related to the content, quality, completeness, consistency of the content (Text) provided by the Service Receiver;
  - f) for compliance of Speech with the expectations of the Service Receiver and their relevance to the objectives set by the Service Receiver.
  - g) for any damage caused by the disclosure of personal data in accordance with the Regulations.
4. Ivona stipulates that under “IVONA Speech Cloud” Service it converts the Text sent by the Service Receiver into Speech, in such form and wording in which it was sent to it. The Ivona shall not investigate or check the content of the Text or Speech; therefore Ivona shall not be responsible for the consistency, quality, completeness, or usefulness of the Text and/or Speech. Any risk and any liability arising from the use of Speech as well as any risk associated with their content, quality, completeness, consistency and usefulness shall be borne by the Service Receiver
5. Ivona represents that errors or inaccuracies in the utterance of certain phrases generated under “IVONA Speech Cloud” Service do not constitute improper performance of “IVONA Speech Cloud” Service, and Ivona shall not be liable for any damages arising therefrom.

## **XII. COMPLAINT PROCEDURE**

1. The Service Receiver may place complaints against “IVONA Speech Cloud” Service in writing by registered letter, to the address of Ivona.

2. A complaint must include the name, surname and postal address of the Service Receiver.
3. Complaints will be considered within 14 days of receiving the registered letter Ivona.
4. When considering a complaint Ivona shall use the provisions of the Regulations.
5. The Service Receiver will be notified about Ivona's decision in writing to the address specified in the registered letter containing a complaint.

### **XIII. TERMINATION OF THE AGREEMENT**

1. The "IVONA Speech Cloud" Services Agreement shall terminate on the expiry of one year from the time of its conclusion, or earlier upon using by the Service Receiver the last character of the Text, for which the Service Receiver has paid the Fee or which have been made available to the Service Receiver free of charge.
2. The "IVONA Speech Cloud" Services Agreement shall be dissolved as a result of termination. Termination shall be effected by sending notice of termination to the other party to the e-mail address.
3. Ivona may refuse to renew the "IVONA Speech Cloud" Services Agreement, or perform the "IVONA Speech Cloud" Service, if the "IVONA Speech Cloud" Services Agreement was terminated for breach of the law or the provisions of the Regulations or if the Service Receiver's account was reopened after its earlier removal from the Site, as a result of breach of the law or the provisions of the Regulations.

### **XIV. FINAL PROVISIONS**

1. Ivona has the right to change the provisions of these Regulations at Ivona's sole discretion, subject to the rights of Service Receivers who have previously ordered "IVONA Speech Cloud" Service. Amendments to the Regulations come into force upon the uploading of the amended text of the Regulations on the Site on pages devoted to "IVONA Speech Cloud" Service, or at a later date if it has been specified.
2. The Polish law shall govern all the matters relating to these Regulations and use of IVONA Speech Cloud Service and/or Speech.
3. Any disputes arising in connection with these Regulations of the use of "IVONA Speech Cloud" Service and/or the Speech shall be settled by the Polish court of law, of local jurisdiction over the registered office of Ivona.
4. If any provision of these Regulations is found invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions which shall continue to be binding as far as possible in this case.
5. Waiver or resignation of the application of any Ivona's right by Ivona or of enforcement of any obligation of the Service Receiver specified in these Regulations shall not constitute nor be construed as a permanent resignation or a waiver of any Ivona's right or as a waiver from the use of any requirement or an exemption of the Service Receiver from any obligation.
6. In the event of any discrepancies between these Regulations and the provisions of individual "IVONA Speech Cloud" Services agreements concluded by Ivona priority is given to the provisions of those agreements.
7. The Regulations come into force on 01.07.2011.