



Effective document

NEXMA Terms of Service

Terms for entering into and performing the agreement for the NEXMA service. Together with the Security Policy, the Privacy Policy and the DPA, this document forms the operator's complete documentation set.

ISSUER

SYLWESTER SZAFERSKI

VERSION

1.2

EFFECTIVE FROM

May 23, 2026

NEXT REVIEW

Within 12 months

LEGAL CONTACT

legal@nexma.app

PRODUCT COMPLAINTS

complaints@nexma.app

DOCUMENT HOME

nexma.app/documents

TABLE OF CONTENTS

- | | |
|--|---|
| 1. Preliminary provisions | 8. Term and termination |
| 2. Definitions | 9. Liability |
| 3. Contract formation and customer account | 10. Personal data and DPA |
| 4. Scope and nature of the service | 11. Confidentiality |
| 5. Customer obligations | 12. Changes to the Terms |
| 6. Technical requirements | 13. Complaints and final provisions |
| 7. Fees and invoicing | |

1. Preliminary provisions

These Terms of Service set out the conditions under which **SYLWESTER SZAFERSKI** (NIP 5213906939, REGON 387026755, Dalekie 61a, 07-211 Długosiodło), hereinafter **NEXMA** or the **Service Provider**, provides customers with access to the platform marketed as NEXMA, as well as the rights and obligations of customers using the service.

The Terms are published at nexma.app/documents in a form that allows them to be downloaded, reproduced and preserved. Accepting the Terms is at the same time the conclusion of a contract for the electronic provision of services and, with respect to personal data, the conclusion of the Data Processing Agreement (DPA), which forms an integral part of these Terms (see section 10).

These Terms are addressed solely to **business entities** (B2B). NEXMA does not provide the service to consumers.

2. Definitions

NEXMA platform

The SaaS product available at nexma.app, described in more detail on the NEXMA website and in the product documentation.

Customer

The business entity that has entered into the agreement with NEXMA for the use of the platform — by accepting these Terms or by signing an individual written contract.

User

A natural person who has been granted access to the platform within the customer's tenant (employee, contractor, guest).

Tenant

A logical instance of the platform assigned to a single customer, identified by its Microsoft 365 tenant id.

Customer administrator

A user designated by the customer who is allowed to configure the customer's tenant in the platform.

Plan / Subscription

The pricing package chosen by the customer, defining the scope of features and the number of licensed users.

DPA

The Data Processing Agreement published at nexma.app/documents, forming an integral part of these Terms.

3. Contract formation and customer account

3.1. When the contract is concluded

The service contract is concluded when the customer — represented by a person authorised to act on its behalf — accepts these Terms (for example by ticking the appropriate box during account creation or by accepting NEXMA's written offer).

3.2. Customer account

Access to the platform requires registering a tenant by signing in with a Microsoft 365 administrator account and granting the required consents for the NEXMA application in the customer's tenant. The customer is responsible for the security of access to its Microsoft 365 environment and for managing its users' permissions.

3.3. Trial period

NEXMA may offer customers a trial period of the platform. The rules of the trial (duration, scope of features, automatic transition to a paid plan) are communicated in the admin panel and in marketing materials at the moment of account creation.

4. Scope and nature of the service

4.1. Feature scope

NEXMA provides the customer with access to the platform in the scope and quality described in the current product documentation. The features available in a given plan are listed in the price list and in the admin panel. NEXMA reserves the right to develop the platform, including adding, changing or retiring individual features, provided that the overall value of the service is not materially reduced.

4.2. Availability

NEXMA uses commercially reasonable efforts to maintain availability of the platform at no less than 99% per calendar month, excluding scheduled maintenance windows communicated in advance and outages of third-party services (in particular Microsoft 365 and the hosting provider).

4.3. Support

Technical support is delivered by email via the address indicated in the customer's admin panel, during business days from 9:00 to 17:00 Central European Time. Critical reports (for example security-related) are also handled outside business hours.

5. Customer obligations

The customer undertakes in particular to:

- use the platform in accordance with these Terms, applicable law and good business practice;
- not provide through the platform any unlawful content, in particular content infringing third-party rights or promoting violence or discrimination;
- ensure that persons granted access to the platform within its tenant are informed accordingly under applicable data protection law;
- not use the platform in a way that endangers its integrity (for example by attempting to circumvent security mechanisms, reverse-engineer or flood it with automated requests);
- keep the customer administrator's credentials confidential;
- promptly notify NEXMA of any suspected security breach of the customer's account at security@nexma.app.

6. Technical requirements

Use of the platform requires:

- an active Microsoft 365 tenant with licences enabling the use of Microsoft Entra ID and Microsoft Graph;
- an up-to-date web browser (Chrome, Edge, Firefox or Safari) with JavaScript and session cookies enabled;
- internet access at a quality sufficient for smooth operation of web applications;
- for Nexma Connector — workstations running a Microsoft-supported version of Windows and outbound HTTPS access to nexma.app.

7. Fees and invoicing

7.1. Prices

The fees for the platform follow the current NEXMA price list published at nexma.app or an individual offer accepted by the customer. Unless stated otherwise, prices are quoted net of VAT, which is added at the applicable rate.

7.2. Billing periods

Fees are charged in advance on a monthly or annual cycle (depending on the plan chosen by the customer). Invoices are issued electronically to the data provided by the customer when subscribing.

7.3. Payment processors

Subscription billing is processed through **Stripe** (including Stripe Billing and Stripe Checkout). Fees are stated in **EUR net**; VAT and cross-border tax treatment (including reverse charge for EU B2B where applicable) are handled through **Stripe Tax** based on the customer's details and tax documents. Personal data related to payments is processed in accordance with the Privacy Policy and Stripe's documentation.

The payment services provider for card payments within the meaning of payment-services regulation is **Stripe Payments Europe Ltd.**, The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland.

7.4. Late payments

If payments are overdue by more than 14 days, NEXMA may suspend the customer's access to the platform, with prior notice by email.

8. Term and termination

The contract is concluded for the duration of the purchased plan and renews automatically for a subsequent billing period, unless the customer opts out of renewal at least 7 days before it starts. Opt-out is performed in the admin panel or by email to the address designated by NEXMA.

Either party may terminate the contract with immediate effect in case of a material breach by the other party, after calling on it to cease the breach and granting an additional period of at least 7 days to cure it — unless the breach cannot be cured or concerns data security.

After the end of the contract, the customer's data is deleted or returned in line with the DPA and the Information Security Policy.

8.1. Right of withdrawal (distance contracts)

Under the Polish Act of 30 May 2014 on Consumer Rights (and its amendments), a consumer may have the right to withdraw from a distance contract within 14 days without giving any reason, on the terms and subject to the exclusions set out in that Act.

The right of withdrawal does not apply in the cases listed in Article 38 of the Act, including where the service has been fully performed with the consumer's express prior consent and the consumer was informed before performance began that they would lose the right of withdrawal once the service had been fully performed by the entrepreneur.

A notice of withdrawal may be sent by email to legal@nexma.app. To meet the withdrawal deadline, it is sufficient to send the notice before the 14-day period expires. You may use the model withdrawal form (Annex 2 to the Polish Consumer Rights Act), available from the Polish Office of Competition and Consumer Protection (UOKiK) and other official sources.

These Terms are primarily addressed to business customers; however, if in a given case a contract is concluded with a consumer within the meaning of the Act, the statutory rights under that Act also apply where mandatory law so requires, including the right of withdrawal unless an exception applies.

9. Liability

9.1. Exclusion of indirect and consequential loss

Except for monetary obligations arising directly from these Terms (in particular fees and other amounts payable to NEXMA), neither party will be liable to the other under any legal theory — even if advised of the possibility of such loss — for lost revenue, profit or savings, loss of business opportunity, goodwill or reputation, or for indirect, consequential, incidental, special or exemplary damages, punitive damages, or the economic value of the customer's data or other content uploaded to the platform (this exclusion does not limit claims under any separately published service-level agreement (SLA) if NEXMA makes one available).

9.2. Aggregate cap on NEXMA's liability

NEXMA's aggregate liability for any failure to perform or improper performance of the contract — under any legal basis (including contract, tort and contractual penalties), regardless of the number of claims, legal grounds or events — will not exceed the total fees actually paid by the customer to NEXMA for use of the platform (subscription plan and related charges) during the twelve (12) calendar months immediately preceding the first event giving rise to the claim.

If the customer has paid no fees to NEXMA during that period (including during a trial or when using features provided free of charge), NEXMA's aggregate liability to the customer under these Terms will not exceed **EUR 1,200** (one thousand two hundred euros) in total for all claims combined.

9.3. Aggregate cap on the customer's liability to NEXMA

Subject to the customer's unconditional obligation to pay fees and other monetary amounts due to NEXMA under these Terms, the customer's aggregate liability to NEXMA for any failure to perform or improper performance of the contract — under any legal theory, regardless of the number of claims — is subject to the same cap as NEXMA's liability in Section 9.2 (including the EUR 1,200 limit where

no fees have been paid to NEXMA in the relevant period). This cap does not limit NEXMA's claims for infringement of NEXMA's copyright, trade marks or other intellectual property rights by the customer — to the extent permitted by law.

9.4. Exceptions and mandatory law

Nothing in this section excludes or limits liability or remedies to the extent that such exclusion or limitation is unlawful under mandatory applicable law.

In particular, the limitations in Sections 9.1–9.3 do not apply where applicable law does not permit them to be enforced — including liability for damages caused intentionally, claims by data subjects pursued directly under Art. 82 GDPR, and NEXMA's liability as a processor to the extent required by data protection law.

9.5. External providers

NEXMA is not liable for consequences of outages or actions of external providers (in particular Microsoft 365 and the hosting provider) that are beyond NEXMA's control, provided that NEXMA has exercised due care in selecting those providers.

10. Personal data and DPA

Document integrity. By accepting these Terms, the customer — acting as the controller of the personal data of its employees and contractors — simultaneously enters into the Data Processing Agreement (DPA) with NEXMA in the form published at nexma.app/documents. The DPA is an integral part of these Terms and becomes effective without any additional signature being required.

The parties may individually negotiate a separately signed version of the DPA — this is typically requested by enterprise customers, public-sector bodies and regulated industries. In that case the individually signed agreement prevails over the published DPA to the extent the parties so agree.

Detailed information about the scope of processing, security measures and the list of subprocessors is set out in:

- the **NEXMA Information Security Policy** — nexma.app/documents;
- the **NEXMA Privacy Policy** — nexma.app/documents;
- the **DPA** — nexma.app/documents.

Changes to the DPA follow the procedure for changes to these Terms (section 12). NEXMA notifies the customer of any planned change to the list of subprocessors at least 30 days in advance, in accordance with section 7 of the DPA.

11. Confidentiality

The parties undertake to keep each other's confidential information confidential, including technical and commercial information they learn in connection with the contract. The confidentiality obligation applies for the duration of the contract and for 3 years after its termination. It does not cover information that:

- is generally known or has been made public without a breach of obligation;
- has been lawfully obtained from third parties without a confidentiality obligation;
- must be disclosed under applicable law or a court order.

12. Changes to the Terms

NEXMA reserves the right to change these Terms, in particular in connection with:

- changes in applicable law,
- changes in the scope of the service (for example new features or retirement of existing ones),
- price list updates,
- updates to the Security Policy, the Privacy Policy or the DPA.

NEXMA notifies the customer of material changes at least 30 days in advance by email sent to the administrative address in the customer's tenant, and by publishing the new version at nexma.app/documents. Continued use of the platform after the changes take effect constitutes their acceptance; if the customer does not accept the changes, it may terminate the contract without notice.

13. Complaints and final provisions

13.1. Complaints

Product or service-quality complaints (how the platform works, defects, feature availability, etc., excluding security incidents) may be sent by email to the address indicated in the admin panel or to complaints@nexma.app. **Security-related** matters (for example a suspected account compromise or security incident) must be reported to security@nexma.app. NEXMA handles complaints within 14 business days and informs the customer of the outcome by the same channel.

13.2. Governing law and jurisdiction

Matters not regulated by these Terms are governed by Polish law. The court competent for disputes is the court with jurisdiction over NEXMA's registered office, unless mandatory provisions provide otherwise.

13.3. Severability

If any provision of these Terms is held to be invalid or ineffective, this does not affect the validity of the remaining provisions. The parties shall in good faith replace the invalid provision with one that most closely reflects the original intention.

These Terms become effective on their publication at nexma.app/documents. Historical versions are available on request at legal@nexma.app.