

Terms and Conditions of the 5d4u sp. z o. o. Website

§ 1.

GENERAL PROVISIONS

1. The owner of the website SpotPoland (hereinafter referred to as: "Website") is: 5d4u spółka z ograniczoną odpowiedzialnością with its registered seat in Poznan.
2. The Terms and Conditions define the terms and conditions of use of the Website and the rights and duties of the Administrator and User.
3. Terms and Conditions are made available to Users free of charge at the website www.spotpoland.pl in a form which enables the capture, reproduction and recording of the Terms and Conditions using the information and communication system used by the User.
4. The use of the Website is possible after an earlier acknowledgement and acceptance by the User of the provisions of the Terms and Conditions. User is obliged to comply with the provisions of the Terms and Conditions.

§ 2.

Definitions

1. **Administrator** - means the Owner of the Website or a person acting in their name and on their behalf, designated by the Owner of the Website for current management, control and supervision over proper operation of the Website and submitted content. It also means personal data administrator.
2. **Password** - set by the User string of letters, digits or other characters, known only to the User, set by the User during registration on the Website, enabling the User access to the User Account on the Website
3. **User Account** - means an individual panel of the User activated after User's Registration.
4. **Username** - means individualizing User's mark, established by them, consisting of a string of letters, digits or other characters and required for Registration on the Website, by which the User will be identified
5. **Cookies** - temporary text files stored on the User's device while using the Website.
6. **Registration** - procedure required by the Administrator including login and password selection in order to obtain the status of the User.
7. **Website** - Internet website SpotPoland
8. **User** - means a person who has full capacity to act, who performs Registration on the Website.

§ 3.

Technical requirements and Cookies

1. The technical requirements necessary to support the ICT system of the Website are as follows:

- a) Internet connection,
 - b) an updated Internet browser
 - c) consent to the Cookies in your browser settings,
 - d) JavaScript enabled in the browser settings,
 - e) Flash Player plugin installed,
2. The Website uses Cookies technology.
 3. Cookies may also be placed by entities cooperating with the Administrator, providing advertising or analytical services.
 4. Cookies are used to:
 - a) adapt content of the Website to the User preferences,
 - b) generate statistics of the Website use,
 - c) maintain User session,
 - d) provide relevant advertising content,
 - e) store data in the form of Username and Password for the purpose of facilitating the use of the Website,
 - f) ensure the safety and detection of fraud in terms of logging in and use of the Website.
 5. Cookies are not used to collect Users' personal data.
 6. Cookies contain mostly Website's domain name from which they come, the time of "life", i. storage in a User terminal device and a unique, randomly generated number.
 7. Website places Cookies on the User's device only if the browser used by User allows such activities. Every browser allows Users to set a preferred configuration, responsible for managing cookies. Details on how to configure the browser settings can be found in the help files of individual browsers.
 8. In the case of restrictions for Cookies in the User's browser, using the full functionality of the Website may be difficult or impossible.

§ 4.

Registration and User Account

1. Setting up an Account, the User fills in a dedicated form with Username, Password, e-mail address.
2. Setting up an Account requires the acceptance of these Terms and Conditions. User Account Registration is confirmed by the Administrator via e-mail.
3. Username must not be synonymous with a company or an economic operator enterprise designation having its registered office, branch or representative office in the Polish Republic. Username must not mislead other Users, contain vulgar phrases or suggest links to an economic operator. The Administrator can delete the User account in case of violation of the terms of this paragraph.
4. The User must keep in secret from third parties their Username and Password, and in the case of loss report this fact to the Administrator. The Website enables Username or Password reminder to the e-mail address provided during Registration.
5. Upon the User's Registration, a contract for the provision of electronic Services is automatically concluded between them and the Owner of the Website.

§ 5.

Terms of Service

1. The Website maintains a web platform for sharing of software for mobile devices with Users to enable the acquisition of information and the planning and implementation of rest and recreation.

2. Installing software on the User's device requires approval of a licensing agreement and payment of a fee, on the terms specified in the price list and the software license agreement.

§ 6.

Rights and obligations of the User

1. User is obliged to use the Website in accordance with the law, the provisions of these Terms and Conditions and morality.
2. It is prohibited to use the Website in a manner that may violate the personal rights of others, and publish or distribute through the Website the content which is vulgar, false or likely to infringe on personal rights, law or other legitimate interest of Seller or third parties.
3. In the case of modification of registration data User will correct and complete them.
4. User may terminate a contract for the provision of electronic services at any time and without giving reasons by deleting their own Account or the notification of intent to delete their Account to the Administrator. When notifying the intent to delete the Account to the Administrator, the Administrator may delete the Account for this reason within 14 days of receipt of such notification, resulting in the automatic termination of a contract for the provision of electronic services.
5. The Owner of the Website, wishing to terminate the contract for the provision of electronic services, will notify the User to the e-mail address provided during Registration.

§ 7.

Exclusions of liability

The Owner of the Website is not liable for:

- a) damage caused to User or third parties arising from the use of the Website in a manner contrary to the Terms and Conditions, law or purpose of the Website;
- b) damage resulting from the provision of Username or Password by the User to a third party;
- c) damage resulting from provision by the User of untrue or incomplete data at Registration.

§ 8.

Complaints

1. User may make a complaint regarding the service provided by the Website Owner by e-mail: *[insert email address]* or in writing to the address of the Owner of the Website indicated in § 1.1 of the Terms and Conditions.
2. The cause of the complaint can be, among others, breach of the Terms and Conditions or provisions of the law by the Owner of the Website, Administrator or another User.
3. The User can in particular demand the cessation of the infringements found, or removal of the effects of violations.
4. The User must report the complaint within 30 days of the infringement.
5. The Administrator is required to acknowledge receipt of the complaint within 7 days.

6. Complaints regarding services shall be settled within 14 days of notification.
7. The Administrator sends correspondence by electronic mail to the e-mail of the User
8. The User dissatisfied with the decision regarding the complaint may apply to the Owner of the Website with reasons to re-examine the complaint.
9. Possibility of judicial proceedings is not dependent on recourse to a complaint by the User.

§ 9.

Privacy and personal data

1. User's personal data disclosed during Registration will be stored and processed by the administrator of personal data. The administrator of personal data is 5d4u sp. z o.o.
2. The basis for processing of personal data is the User's consent and statutory authorization to process the data. By registering with the Website, the User agrees to the processing of personal data transferred for the purposes of a contract for provision of electronic services thus concluded between the Owner of the Website and the User.
3. Users' personal data will not be disclosed to third parties, except where such an obligation arises from the law, court order or decision of a public authority.
4. Transfer of a set of personal data to a third party may occur in the case of the sale of rights to the Website by the Owner of the Website. In this case, Users will be informed about the change of the Owner of the Website and the right to oppose the processing of their personal data by the purchaser of the Website and the right not to consent to the change of the Owner of the Website, which will be tantamount to the termination of a contract for the provision of electronic services and the deletion of Account.
5. Personal data will be immediately deleted at the first request of the User.
6. According to art. 24 of the Act on the protection of personal data, it is indicated that:
 - a) **the Administrator is administrator of personal data;**
 - b) data are collected for the purpose of User Registration;
 - c) data will not be shared with third parties, subject to § 9.4 of the Terms and Conditions;
 - d) User has the right to inspect their data and to edit them in the Account;
 - e) providing personal data by User is voluntary.
7. Making a User Registration on the Website requires provision by the User of at least personal data in the form of Username.
8. The User may consent to the processing of personal data for marketing purposes. This consent may at any time be revoked.
9. The User may agree to sending commercial information to their e-mail address. This consent may at any time be revoked.
10. Users' personal data is protected in accordance with applicable law. The Administrator protects data against their unauthorized disclosure, as well as against their processing in violation of the law.
11. To the matters not covered in this paragraph regarding the processing of personal data, including the obligations of the data administrator and the rights of data subjects, provisions of the Act of 29 August 1997 on Personal Data Protection are applicable.

§ 10.

COPYRIGHT

1. Owner of the Website holds copyright to the Website.

2. In the case of holding the Owner of the Website liable for the infringement of personal or copyrights of third parties, User submitting the content is obliged to meet the legitimate claims of a third party directed against the Owner of the Website, and in the case of proceedings against the Owner of the Website or the Administrator, User who is the author of the content is obligated to join the process in place of the Owner of the Website, and if this is not possible - join as an intervener.
3. In the case of satisfaction in whole or in part of the claims of a third party, Owner of the Website may require the User who is the author of content that violates personal or proprietary rights of a third party to remedy the damage also in case of unintentional copyright infringement by the User.

§ 11.
FINAL PROVISIONS

1. Terms and Conditions may vary, subject to the following paragraphs, one month in advance, except for the changes introduced earlier due to laws or court rulings or decisions of public administration bodies.
2. The Administrator will notify each User of amending the Terms and Conditions at the earliest attempt to log on to the Account. The User can refuse their consent to amending the Terms and Conditions, which will be equivalent to deleting User Account upon expiry of 30 days from the refusal to consent to amending the Terms and Conditions. During these 30 days User can consent to amending the Terms and Conditions at each subsequent attempt to log on to the User Account with the effect of acceptance of the amendments.
3. Provisions of the Terms and Conditions current at the time they are made are applicable to activities and statements of the User made prior to the amendment of the Terms and Conditions.
4. To the matters not provided for in the Terms and Conditions the relevant provisions of law shall apply. In the event of any collision of a provision of the Terms and Conditions with the provisions of the law of mandatory nature, the provision of the law shall prevail.
5. Any disputes between the Owner of the Website and User shall be resolved by the competent courts of law in accordance with the provisions of the Code of Civil Procedure.