

TERMS AND CONDITIONS FOR USING THE "TWÓJ PARASOL" MOBILE APPLICATION ("Regulations")

These regulations set out the rules for using the "Twój Parasol" mobile application, made available by Commoditech Sp. z o.o. with headquarters in Warsaw, entered under KRS number: 0000436044 in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Commercial Department National Court Register; share capital and paid-up capital: PLN 25,000. NIP (Tax Identification Number): 701-03-57-859; REGON: 146338214 (hereinafter referred to as the "Service Provider"), defines the rules for collecting information about users (hereinafter referred to as "Users") of the "Twój Parasol" mobile application (hereinafter referred to as the "Application").

§ 1

DEFINITIONS

1. **Application** - an IT system within the meaning of the Act of 18 July 2002 on the provision of electronic services and a computer program within the meaning of the Act of 4 February 1994 on copyright and related rights called 'Twój Parasol', made available to the User by the Service Provider via the App Store or Google Play Store. The application installed on a mobile device allows the User to use its functionality to gain access to specific information and the functionality of sending messages or recording events.
2. **Regulations** - means this document, specifying the terms and conditions for the provision of Services by the Service Provider to the User using the Application and being regulations within the meaning of art. 8 of the Act of July 18, 2002 on the provision of electronic services.
3. **Agreement** - an agreement concluded between the Service Provider and the User, based on which the User receives access to the Application and the Service Provider provides the Service to the User.
4. **Service Provider - Commoditech p. Z o.o.** with headquarters in Warsaw, entered under KRS number: 0000436044 to the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw, XII Commercial Department of the National Court Register; share capital and paid-up capital: PLN 25,000. NIP (Tax Identification Number): 701-03-57-859; REGON: 146338214 providing Services to the User using the Application.
5. **Services** - services provided by the Service Provider to the User electronically, i.e. without the simultaneous presence of the parties at a distance, using the Application, consisting of (i) providing the Application to the User, (ii) enabling the User to access specific information using the Application, (iii) enabling the User to use other functionalities of the Application.
6. **User** - a natural person with full legal capacity, i.e. a person who is at least 18 years old, partially or totally incapacitated, having the right to practice the profession of a doctor in the territory of the Republic of Poland, using the Application in connection with the conclusion of the Agreement .

§ 2**GENERAL PROVISIONS**

1. Using the Application is possible provided:
 - a) by the User having access to the Internet;
 - b) the User having in their mobile device the iOS operating system version 9.0 or higher or the Android operating system version 5.0 or higher;
 - c) installation of the Application by the User on their mobile device using the App Store or Google Play Store ;
2. Before using the Application, each User is obliged to read the Regulations.
3. The User is obliged to use the Application and Services in accordance with these Regulations and generally applicable law.
4. It is not allowed to:
 - a) using the Application in a way that violates or intends to violate applicable law;
 - b) passing through the Application for another person;
 - c) placing false data in the Application;
 - d) abuse of sending a message asking for help or sending it unreasonably; In the event of abuse of functionality in dealing with the Police
 - e) taking any action to the detriment of the Service Provider, other Users or third parties.

§ 3**TERMS OF USE OF THE APPLICATION AND RULES FOR THE PROVISION OF SERVICES**

1. Downloading the Application to a mobile device by the User requires an Internet connection.
2. The Application is downloaded using the App Store or Google Play Store .
3. After installation, the application will be visible on the desktop and in the menu of the User's mobile device.
4. The Application may be used online (i.e. via Internet access) or offline. Using the application in offline mode results in the User's lack of access to all Application functionalities.
5. The Service Provider hereby informs that the Application will connect to the Internet only in a situation in which the User launches the Application in such a way that it will be visible on the screen of the given mobile device. The application can run in the background, however, this does not involve any fees for data transmission on the User's side.
6. The Application will launch each time it is launched by the User on his mobile device until the Application is completely disabled or the Application is uninstalled.
7. The User may at any time uninstall the Application - i.e. remove the Application from a mobile device. To this end, the User should follow the procedure to uninstall the Application appropriate for the operating system that supports his mobile device.

8. As part of the Services provided, the User: (i) gains access to the Application, (ii) has the opportunity to become familiar with the content of specific information related to experiencing family violence made available through the use of the Application, (iii) has the option of using other functionalities of the Application.

§ 4

COSTS OF USING THE APPLICATION

1. Downloading and using the Application and Services by the User on the terms set out in these Regulations does not require the User to pay any fees to the Service Provider.

2. When downloading the Application via an Internet connection, the User will bear the costs of this connection (i.e. data transfer costs) according to the User's telecommunications price list at his telecommunications service provider. The Service Provider does not collect remuneration for downloading the Application by the User.

3. When using the Application, the User is obliged to pay fees for Internet access (data transfer related to the use of the Application) on the terms set out in the agreement between the User and the telecommunications service provider. The Service Provider does not collect remuneration for the use of the Application by the User.

4. Using the Application online, including browsing all tabs within the Application or using its functionality is associated with the cost of data transmission by the User. The User will bear the cost of Internet connection (data transfer) according to the User's price list of telecommunications services at his telecommunications service provider.

§ 5

COPYRIGHT FOR APPLICATIONS AND LICENSE TO USE THE APPLICATION

1. The Application, as well as its individual components, including works, trademarks and other signs contained in the Application enjoy legal protection resulting from the Act of 4 February 1994 on Copyright and Related Rights and the Act of 30 June Property Law industry. The entity authorized with exclusive rights to the Application is the Service Provider.

2. The application made available to the User by the Service Provider constitutes a computer program within the meaning of art. 74 of the Act of February 4, 1994 on Copyright and Related Rights.

3. The User is entitled to install the Application on any number of mobile devices.

4. The license to use the Application as a computer program is granted to the User by the Service Provider.

5. The license is granted upon downloading the Application by the User from the App Store or Google Play Store .

6. The license to use the Application is a free, non-exclusive, non-transferable license, without the right to grant sub-licenses, limited in time to the period of use by

the User of the Application on a mobile device - i.e. until the Application is uninstalled from the mobile device by the User.

7. The License entitles the User to use the Application on the terms set out in these Regulations in the following fields of use:

- a) reproduction of the Application in the User's mobile device memory;
- b) using the Application for its intended purpose (including for its installation on a mobile device, storing the Application in the memory of the mobile device and for displaying the Application on the screen of the mobile device).

8. Translating, adapting, changing the layout or making any changes to the Application, including obtaining or changing and modifying the source code of the Application, as well as further distribution of the Application is prohibited.

9. All works within the meaning of art. 1 of the Act of 4 February 1994 on copyright and related rights contained in the Application, may not be reproduced, edited, distributed, published, transferred in any form to other entities, without the prior written consent of the Service Provider under pain of nullity.

10. The User is obliged to use the Application in accordance with generally applicable law and within the limits of the license resulting from the content of these Regulations.

§ 6

RESPONSIBILITY

1. The Service Provider is not responsible for the inability to provide Services in whole or in part due to force majeure or lack of WIFI / GSM network connection.

2. The Service Provider is not responsible for the content transmitted and published in the Application - they are purely educational.

3. The content presented in the Application are only tips and suggestions that can be helpful to a person experiencing family violence.

4. The Service Provider is not responsible for the data that the User decides to send through the application to the email address he has configured that belongs to the User or someone else and for the correctness of the entered email address.

5. The Service Provider is not responsible for any damages that directly or indirectly result from using the Application.

6. The User uses the Application at his own risk.

§ 7

CONCLUSION OF THE CONTRACT WITH THE SERVICE PROVIDER

1. The conclusion of the Agreement by the Service Provider with the User takes place when the Application is installed by the User on the User's mobile device.

2. The contract concluded by the Service Provider with the User is terminated when the User uninstalls the Application from the mobile device.

§ 8

PROCESSING OF PERSONAL DATA

1. The Service Provider does not process any User's personal data and does not send any information except when the User chooses to send information via the application to the previously defined email address as part of the Notepad or Alert functionality.
2. Email sending is carried out without the participation of the Application backend. In order to send an email, the application uses an external Mailgun solution. Information on data protection and GDPR compliance can be found at: <https://www.mailgun.com/gdpr/>. Sending an email may contain data entered voluntarily by the user and any multimedia files or information about the location of the user's device.

§ 9 FINAL PROVISIONS

3. The Regulations enter into force on November 28, 2019.
4. The Service Provider is entitled to change the provisions of the Regulations in whole or in part, at any time, without the need to provide reasons for the changes.
5. In the event of changes to the Regulations, its delivery to the User will take place by placing it in the Application and notifying the Service Provider about it to Users.
6. In matters not covered by the Regulations, the relevant provisions of Polish law shall apply, in particular: the Act of 29 August 1997 on the protection of personal data, the Act of 18 July 2002 on the provision of electronic services, the Act of 4 February 1994 on copyright and related rights, the Act of April 23, 1964 - Civil Code and the Act of June 30, Industrial Property Law.