

Krakow, 31 October 2019.

## Terms and conditions of the edrone service

Edrone is the first eCRM for e-commerce. Our aim is not only to provide the highest quality marketing automation and intelligent e-commerce customer relationship services, it is equally important for us to clearly and transparently inform you about the terms of use of our services. We believe that only then will it be possible to build a long-term relationship with you. When reading these Terms and Conditions you may be surprised by its light style as we believe that the rules described here will be clearer without the so-called "legalese". If you have any doubts about these Terms and Conditions or our Services, please contact us before agreeing to them. We will answer all your questions.

### 1. DEFINITIONS

Our Terms and Conditions set out the terms and conditions for the use of the edrone.me website and our services in an accessible manner. Whenever the following capitalized terms are used in the following section of the Terms and Conditions, they are to be understood in the meaning given below, unless the context of their use clearly indicates otherwise:

1. Operator - our company, i.e. edrone Sp. z o.o. with its registered office in Kraków, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, XI Economic Division of the National Court Register under KRS number: 0000537197, NIP: 676-248-20-64, REGON: 360228388. We are the owner of the Website and we provide the Services specified in these Terms of Use. In the Terms and Conditions we will sometimes be referred to as "We".
2. Service - our online portal edrone.me operating under the web address <https://edrone.me/>
3. User - this is you, i.e. our customer who carries out a business regardless of its form (natural person, legal person or organisational unit without legal personality, to which the law grants legal capacity) and by accepting these Terms and Conditions you gain access to the Services (for this purpose you have created an Account).



4. Login - an individual and unique e-mail address which is your unique identifier on the Website.
5. Password - a string of at least 8 alphanumeric characters, at least one uppercase and one lowercase letter, and at least one number, specified by you and assigned to you. The Password is required for you to log in to the Service and Mission Control. Security above all, therefore each User is obliged to keep the Password strictly confidential (not to disclose it to any third party). The Password may be changed in the Account settings. We may make available to the User the possibility to so-called recover a forgotten Password in the manner specified within the Service.
6. Account - the space made available to you within the Service in accordance with the Service Agreement, allowing you to use additional functionality/services. The User accesses the Account by means of a Login and Password. The User logs into his/her Account after registering with the Service.
7. Trial Period - the period of consecutive 14 (fourteen) days indicated by Us as Operator, during which the operation of the Account is made available to You as User free of charge. The free Trial Period is only made available to users who have not concluded a Licence Agreement with Us.
8. Subscription Period - the period of operation of the Account for which the Subscription Fee has been paid.
9. Subscription Fee - the total monthly fee for your Account as set out in the Subscription Plan.
10. Subscription Plan - the variant of your Account selected from the plans available on the Service.
11. Price List - an offer showing the capabilities and prices of the Subscription Plans offered by Us and available on the Service.
12. Report - a compilation of data collected on the Service according to parameters set by you or the Service, created as part of the operation of our Service.
13. Service(s) - the Service or Services provided by Us in accordance with the Terms and Conditions.
14. Content/Content - textual, graphic or multimedia elements (e.g. information about the Services, promotional videos, descriptions, comments), product images, including works within the meaning of the Act on Copyright and Related Rights and images of natural persons, which are posted and distributed by Us, Our contractors, You or any other person using Our Service, respectively.
15. Technical Requirements - the minimum technical requirements to be met in order for you to use the Website and conclude the Service Agreement, i.e.: to have a computer or other device connected to the Internet, equipped with one of the following web browsers (in the versions indicated or newer): IE (min. version 9) or Google Chrome (min. version 36) or Mozilla Firefox (min. version 29) or Safari (min. version 10.8), supporting JavaScript, and allowing cookies to be saved. However, in order to log in and operate our Website and the Service, we recommend using Google Chrome, which provides the most stable operation of the Mission Control panel. You must have a valid/active e-mail address to create an Account.



16. Account Settings Panel or Mission Control - a subpage of the Website where the Account Administrator can edit the Account settings.
17. Agreement for the provision of services - an agreement for the provision of services by electronic means concluded between you and Us upon your acceptance of the Regulations, with the content corresponding to the content of the Regulations. With regard to services provided electronically, these Regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2002, No. 144, item 1204, as amended);
18. End User - an anonymous Internet user or a logged-in Internet user visiting your website or application for which an account has been created Your User Account on the Website. Data concerning this user (e.g. a potential customer of your e-store) is used by the Services available on the Website (based on a selection made solely by you).

## 2. GENERAL RULES ON THE USE OF THE WEBSITE AND SERVICES

1. These Terms and Conditions set out the rules for the use of the Website and the Services offered by Us, as well as your mutual rights and obligations.
2. Please note that using Edrone requires that your device is suitable for it and meets the minimum requirements. This is essential so that you can take full advantage of our services.
3. To use Edrone, you must accept these Terms and Conditions and accept [the Data Processing Agreement](#) (DPA). Without this, you will not create an Account, which is necessary to use our service. We write about creating an account here in paragraph 3.
4. It is important to note that only Users who have registered an Account in the manner indicated in the Terms and Conditions may access the Account and the Services offered on the Website.
5. You can access the Services provided by the Operator once you have created an Account within the Website, as well as once you have fulfilled the other conditions indicated in the Terms and Conditions, including payment of the Subscription Plan of your choice.
6. We reserve the right to restrict access to selected Services offered via the Website to Users who fail to meet a condition set by the Operator. Reservations concerning the possibility of using selected Services will be posted each time on the web pages of our Website.
7. You must be aware that Edrone is not responsible for technical problems or limitations on your computer equipment that prevent or simply hinder your use of the Site and the Services offered through it. Similarly, we are not responsible for your actions towards End Users, i.e. your Customers. This is a task for you.

## CREATION OF AN ACCOUNT

1. In order to create an Account, we will ask you to fill in the registration form provided by us, according to the rules indicated below, and to send it electronically.
2. In order to create an Account, you must provide the data marked as mandatory in the registration form. We will ask you to provide true and up-to-date data. In addition to this, you will also have the opportunity to give non-mandatory consents for the processing of your personal data in order, for example, to send you our newsletter, which contains practical tips on how to run e-commerce better.
3. We are advocates of double-opt in (see our [entry](#)) and set a good example right from the start. Once you have registered via the registration form, we will send you, to the email address you have provided, a feedback message telling you how to activate and granting you an individual Account. Once this is done, you will gain access to Edrone's eCRM system.
4. Similarly, we also recommend that you use the double-opt-in mechanism to collect and process your customers' email addresses and telephone numbers. By doing so, you will largely secure your obligations as a business with regard to the applicable legislation and significantly increase the reputation of your domain and IP address, and consequently, your messages will reach the 'received' folders of a higher percentage of users. The edrone system has a set of functionalities that allow you to use double opt-in.
5. The important thing is that, once your registration has been correctly completed and activated, you will be able to access your account right from the Edrone website.
6. As a registered User, once logged in, you will be able to edit your data and voluntarily add additional information in your Account.
7. Please note that full access to the Edrone Website and Services is available by placing a dedicated piece of code (edrone tracker) in the code of your website. If you have technical problems placing the code - you can contact us at any time for technical assistance. We are happy to help.

## 4. CONTRACT FOR THE PROVISION OF ELECTRONIC SERVICES

1. We provide the following services through the Service:
  - a. enable the creation and use of an Account;
  - b. enabling contracts for the provision of eCRM services
  - c. provision of eCRM services to you
2. The contract for the provision of the services set out in a. and b. above shall be concluded upon the effective completion and acceptance by you (submission to us) of the registration form to create an Account. The conclusion of the Contract for the



provision of services requires acceptance of the Terms and Conditions. For the avoidance of doubt, we will assume that the eCRM Service Agreement is deemed to have been concluded upon your receipt of a VAT invoice within your Account, upon the sending of a VAT invoice from edrone to the email address indicated, or upon payment of the selected subscription plan by credit or debit card or any other online payment method available within the service.

3. The material provisions of the Service Agreement shall be recorded, secured, made available and confirmed for you by means of an e-mail sent to the e-mail address provided by you in the registration form.
4. The contract for the provision of services is concluded on the Website in the language version available to you, for an indefinite period.
5. In the event of planned interruptions, upgrades or similar, we may notify you via the email address provided or generally on the website within the Service.
6. You may terminate the Service Agreement to the extent set out in a. and b. with immediate effect, at any time, by contacting Us and requesting the deletion of your Account. The deletion of your Account is equivalent to the cancellation of the eCRM Services you have paid for (please note that fees paid are non-refundable). The deletion of your Account will take place as soon as you have served your request, but no later than seven working days.
7. We may terminate the Service Agreement with you at any time to the extent set out in a. and b. in the case of a flagrant violation of the provisions of the Terms of Use by you or if you undertake activities that are contrary to the law or objectively harmful to the Website, provided that the 5-day period to cease the aforementioned activities or remove their effects expires ineffectively, designated to you by the Operator at least in documentary form in the form of an e-mail message provided by you during the Account creation. A statement to this effect shall be sent to the e-mail address provided by you when creating the Account.

## 5. EDRONE SERVICES

1. By using Edrone in accordance with these Terms and Conditions or the Agreement, you will receive access to the following eCRM services:
  - a. providing applications to collect and process data of non-logged-in users (e.g. visitors to your website) on the basis of so-called cookies, local storage or other technologies used by edrone.
  - b. the provision of applications for the collection and processing of logged-in user data (e.g. your customers) on the basis of the so-called edrone tracker;
  - c. the ability to segment End Users based on the data collected and the criteria selected, i.e. analysis that will allow you to better understand what is popular on your website;



- d. delivering automated messages at your request to a specific user segment, i.e. you send what your customers want to get;
  - e. to be provided to you upon your request via the channel indicated by you and available at the same time on the date of the provision of the Service, e.g. email, sms, recommendation frame and other recommendation formats displayed in your online shop, popup, browser Push notifications, website chat or Messenger, other communication channels that may become available to you in the future. Please note that changing the available communication channels will not constitute an amendment to these Terms and Conditions;
  - f. presentation of a list of end users on the basis of conditions or segments;
  - g. the ability to upload and download a CSV file, e.g. your customer database;
  - h. access to statistical data, attribution reports and message effectiveness reports, so you will know how to better drive sales in your shop.
2. By choosing a Subscription Plan, you can shape Edrone's range of services.
  3. The additional service, i.e. the system operation, i.e. the creation of target groups and the configuration of the system operation on your request and according to the objectives indicated by you and on your behalf, is provided by individual agreement.
  4. When you activate your Account you can use it for free for a Trial Period. After this period, in order to continue using Edrone, we will ask you to pay for a Subscription Plan of your choice. Upon your request, we can set up an individual Subscription Plan with you.
  5. If You choose to take advantage of a Subscription Period, We will make available to You within Your Account within 10 days of You selecting a Subscription Plan a VAT invoice for the Services We provide. Once We have recorded Your payment, We will start providing the Service You have selected within 3 working days. Upon your request, We will send the invoice to the address you indicated during Registration or in a separate Agreement, if such a separate Agreement is concluded.
  6. Please note that failure to pay the Subscription Fee by the date specified on the VAT invoice for the Subscription Fee will result in automatic blocking of access to your Account. If you make an overdue payment of the Subscription Fee within 14 days of being blocked, we will automatically unblock access to your Account. Upon the ineffective expiry of the 14 day period calculated from the date access to your Account is blocked, we reserve the right to automatically delete your Account and terminate the Agreement without notifying you. Please note that the day of payment is the day on which our bank account is credited.
  7. The Agreement shall terminate at the end of the Subscription Period, unless otherwise stated in the Agreement.
  8. We are fair to our customers and expect reciprocity, so we reserve the right to block access to the Services during the Trial Period if:
    - a. we will reasonably doubt that the User has activated his/her Account once again after his/her Account has been deleted due to the expiry of the Trial Period;
    - b. it becomes probable that the User has used the Account and the Services in violation of the Rules and Regulations or generally applicable laws.



- c. we have reasonable grounds to believe that the database you have collected has not been constructed in a lawful manner, in particular through a double opt-in mechanism. Also, if you represent a marketing agency that sends messages to a database that is not owned by the sender of the message then we may block your account and refuse you the right to use our Service;
- d. if you represent an online shop, please note that we also allow you to send messages only to a database of which the sender of the message is the controller or authorised to process it.

## 6. RULES FOR THE USE OF EDRONE

1. It is important for you to bear in mind that we have the right to modify the technical manner in which the Services are provided, in accordance with the scope and conditions of our authorisations and in accordance with our technical capabilities. In other words, it is the effect you want to achieve that is important, not the technology behind it.
2. We attach great importance to the security of the transmission of messages and therefore take technical and organisational measures appropriate to the degree of security risk of the Services we provide.
3. We make every effort, but in providing the Services to you, we do not guarantee that all information that was intended to be saved for each End-User (e.g. Customer of your shop) will be downloaded and we do not guarantee that their data will be saved.
4. From the point of view of our relationship with each other and the possibility of uninterrupted use of the Services, it is essential that you remember that you are obliged to:
  - a. use our Services in a manner consistent with the law, these Terms of Use and, importantly, with accepted custom and rules of social intercourse. It is very important that you use the Service in a manner that is not disruptive to other Users and does not interfere with our work or the Service;
  - b. timely payment of the VAT invoice and other mutually agreed costs;
  - c. refrain from posting any content that is prohibited by law, in particular Content that infringes third party property rights or personal rights;
  - d. not taking actions such as:
    - spamming, i.e. sending or posting unsolicited commercial information on the Website or posting any content that violates the law (prohibition of unlawful content);
    - aiming to gain possession of information not intended for you, including the data of other Users;
    - to modify in an unauthorised manner the content provided by Us, in particular that provided as part of Our Service;



5. We shall not be liable in any way whatsoever for infringing the rights of third parties or causing any damage to third parties as a result of and in connection with your actions carried out by you using the data collected by you in connection with the Services provided. In other words, you are the boss here in your relationship with your Customers and how, for example, you collect their personal data or communicate with them. We just give you the right tools and suggest how to do it right.
6. It is important for us to act quickly and decisively, which is why you are obliged to notify us immediately (e.g. by e-mail) of any infringement of your rights within the scope of your use of the Service, as well as of any violation of the rules set out in the Terms and Conditions. Reporting undesirable activities and responding promptly increases trust in our Service in the eyes of others, including mailbox providers, which indirectly has a positive impact on the sales performance of your marketing efforts at edrone.
7. As Operator, we may terminate your right to use the Website, as well as restrict your access to some or all of the resources of the Website or the Services offered by us, with immediate effect, if you violate the Terms of Use, and in particular if:
  - a. you have provided data on the Website that is untrue, inaccurate or out of date, misleading or in breach of third party rights;
  - b. you have violated the personal rights, in particular the personal rights of other Users, by using the Website;
  - c. you have engaged in other conduct that we consider to be reprehensible, in violation of applicable law or general Internet usage rules, contrary to the purposes for which the Service was established, or detrimental to our reputation.
8. If you have been banned or disqualified from using the Service, you may not re-register without our prior consent.
9. You may delete your Account at any time during the availability of the Service, in which case all information posted on the Service that is associated with your Account will also be deleted. By deleting your Account, you relinquish any further use of any Services you have paid for on the Service. We will only retain information that you have used our Services to a limited extent. We do this to protect your rights and ours should a dispute arise. For example, it is likely that we would be able to assist or resolve a dispute if one of your customers or newsletter subscribers requested information about the basis on which they received commercial information from you, via edrone.
10. We allow for the possibility of entering into a separate contract with you for the provision of the Services. In that case, these Terms and Conditions will form an integral part of the contract, unless we agree otherwise.
11. If a separate paper contract is concluded, it shall take precedence over the provisions of these terms and conditions. In other words, the provisions of such a contract will take precedence over the provisions of these terms and conditions.
12. In order to perform our Services to the best of our ability, you authorise us to place certain content such as recommendation frames, push notifications and chat or messenger windows within your Account on your Edrone-integrated website and





online

shop. However, before we do so, we will agree with you in advance, e.g. via email or instant messenger, how this content will work. You, too, can integrate some of this content into your website via the Mission Control graphical interface.

13. Your Data, including the Customer databases you have uploaded, will be deleted within 90 days of the termination of the service. This period is in order for you to be able to access some of the information and reports on the operation of the system upon your request. After this time, the data will be further secured and will not be processed in any way other than to protect your rights and the rights of your Customers (e.g. against allegations of spam, opt-in, opt-out history) for the period of limitation of these claims. We assume that this period is 3 years.
14. The edrone system was developed with online shops in mind. Online shops are characterised by the high level of trust that their customers place in them. This trust also results in a high reputation for our servers, IP addresses and domains. The high level of marketing communication and communication only with email addresses whose owners have subscribed directly to the eshop means that your messages will also be treated more favourably by email inbox operators such as gmail, yahoo, wp, etc. For this reason, we reserve the right to block your access to the Services and even reserve the right to claim damages from you if Edrone or our customers or partners have been exposed or suffered damage as a result of your behaviour.
15. Some metadata concerning the circumstances of the cooperation between us will be stored ("by design") by Our system without time limitation, such as the recording of the fact that You have exported data integrated into the edrone system (data\_export), as well as configuration data (tracker\_configuration). This data constitutes confirmation of the service provided by us.
16. In spite of the deactivation of the service (so-called tracker), events (e.g. the opening of an old e-mail) may occur, which will be received by our servers and will be stored in the queue (i.e. on disk). These events are independent of you or Us. Once the queue has been processed, the event is discarded and will no longer be stored. Every Edrone API request is recorded in our low-level logs. The record contains information about the IP address, URL, referring page, among other things. Each record is stored for 30 days from the date the request was received. After this it is deleted.

## 7. LICENSE

1. Please note that the exclusive rights to the Content provided/posted on the Service by Us or Our contractors, in particular the copyright, the name of the Service, the graphic elements incorporated in the Service, software and database rights are protected by law and belong to Us or to the entities with whom We have concluded the relevant agreements. If you wish to use our Content, please note that you need



our

express written consent. Otherwise, such use will be unlawful and may expose you to liability for damages.

2. When you post any Content on our Service, including, but not limited to, graphics, comments, feedback or statements in your Account or elsewhere on the Service, you grant us a non-exclusive, royalty-free license to use, store, modify, delete, add to, publicly perform, publicly display, reproduce and distribute (particularly on the Internet) such Content, throughout the world. This allows us, for example, to promote our Service. This right includes the right to grant sub-licences by us to the extent justified by the performance of the Services, as well as the right to exercise, by ourselves or with the help of other entities, derivative rights to develop, adapt, modify and translate the work within the meaning of the Polish Act on Copyright and Related Rights of 4 February 1994. However, please remember to respect the protection of intellectual property in the States of your country and in the countries to which you send your communications, provided that they do not conflict with Polish or EU law.
3. Your success is our success. We want to be able to boast about the clients we work with or have worked with, so it is important for us to be able to place your logo, company or trademark on our Service. By doing so, you grant us permission to use these elements in our Service and promotional materials. Your consent is indefinite and continues to apply even after the cooperation has ended, unless you inform us of its withdrawal.
4. Your product range that you sell may be protected by law, so your online shop can legally promote individual products when there has been so-called exhaustion of the right to the mark. This occurs when the right holder himself (the manufacturer) places his goods bearing this trade mark on the market or such goods are placed on the market with his consent. You then grant us permission, to the fullest extent permitted by law, to use these products to which you are entitled both to promote your shop and our Website. Your consent is indefinite and shall continue to apply even after the termination of the cooperation, unless you inform us of its revocation.
5. Please note that we do not guarantee flawless operation of the Service nor are we liable for faults in the Service caused by unauthorised access (attempts to circumvent the Code, entry of faulty code), misuse of the Programme or use of the Programme not in accordance with the operating instructions.
6. We attach the utmost importance to the quality of our service and therefore undertake to remove from the Service within a reasonable period of time any defects that prevent its use or restrict its safe use in accordance with its description and instructions for use.
7. We will periodically make a new version of the Programme available to everyone. Access to updates is free of charge and is provided by making the new version of the Programme available for download.
8. As a user, you declare and acknowledge that you are solely responsible for periodically reviewing the technical solutions used, including the use of up-to-date software versions, as well as the correct configuration of the Website on your side, e.g. cache files. From time to time, we will inform you of the need to take certain



remedial measures to minimise the occurrence of incidents, in particular relating to data protection breaches. It will be up to you to comply with them.

## 8 FEES

1. Edrone is a commercial tool, which means that there is a fee for the use of the individual Services provided by Us, with the exception of the Trial Period, which some Users are entitled to.
2. For details of the Subscription Fees and the parameters of each Subscription Plan, please refer to the Price List located within the Service (Please note that you are bound by the prices as at the start date of the Trial Period).
3. Subscription Fees are paid by you in advance for subsequent Subscription Periods on the basis of the VAT invoice sent by Us, or may, at your instruction, be automatically debited from your nominated payment or credit card. In the case of certain shopping platforms, the Fee for
4. Services can be downloaded by the platform and then uploaded to us. This happens, for example, if your shop runs on the Shopify platform.
5. The day of the month which will be the day on which the Subscription Period begins is determined by the date on which the first payment is credited. The Subscription Period shall end on the date which corresponds to the initial day on which the Subscription Period began or, if there is no such day in the following month, on the last day of the month.
6. The Subscription Fee can be paid by credit card and payment card.
7. We want each User to tailor the scope of our Services to his or her needs and capabilities, so you can always - by individual arrangement - apply to Us for a change to the Subscription Plan.
8. In order to facilitate payments, transaction data, including personal data, may be transferred to the payment operator, i.e. PayLane Sp. z o.o. with its registered office in Gdańsk, ul. Arkońska 6/A3, postal code: 80-387, KRS: 0000227278. Data will be transferred only to the extent necessary to process payment for the order.
9. We are entitled to change the remuneration, but a change in remuneration may not be made by us more than once a year. This change does not require an addendum, but only that we inform you by email or a message within the System that we have exercised the right. Unless otherwise agreed by the Parties, the change will take effect in the next Subscription Period following the Subscription Period in which the notification to you took place. The change in remuneration shall not in any way limit your right to terminate the contract by notice, provided that the contract provides for such an entitlement.

## § 9. PERSONAL DATA



**edrone**

first CRM for e-commerce

1. The personal data of Service Users, e.g. your contact details uploaded within the Account, will be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the *protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("RODO")* [L 119/40 EN Official Journal of the European Union 4.5.2016](#) (you can read the text in Polish [here](#)).
2. The administrator of your personal data is us (we are talking here only about your personal data and in no case about the data of your customers) - edrone Sp. z o.o. with its registered office in Kraków, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, XI Economic Division of the National Court Register under KRS number: 0000537197, NIP: 676-248-20-64, REGON: 360228388.
3. Yours are processed:
  - a. on the basis of Article 6(1)(b) RODO i.e. the processing is necessary for the performance of the Contract to which You are a Party or to take action at Your request prior to the conclusion of the Contract to the extent that this is necessary for You to enter into this Contract. The provision of this data is a contractual condition without which the Services cannot be provided by Us.
  - b. on the basis of art. 6.1./a/, i.e. for the purpose of sending, with your prior consent, information about the Operator, in particular information of a promotional nature, such as our adding new functionalities or organising Facebook Live by Edrone. Consent may be withdrawn by You at any time without affecting the legality of the processing previously carried out on the basis of the consent before its withdrawal; remember that the provision of consent is voluntary and the lack of consent in this regard does not prevent the use of the Service.
  - c. on the basis of Article 6(1)(f), i.e. the processing is necessary for the purposes of the legitimate interests pursued by Us or by Our content display partners. In other words, "legitimate interest" is to be understood, for example, as the possibility and facilitation of you contacting Us to test the functionality of your Account.
4. Please note that the provision of personal data for the purposes set out in paragraph 3(b) above, i.e. voluntarily giving your consent to receive commercial information, may be withdrawn at any time upon your request via the e-mail address provided by you in the registration form. We ask you to be patient; for technological reasons, we will remove your e-mail account or telephone number from the contact database used to provide commercial information within two working days of the delivery (read: familiarisation) of your request.
5. Compliance with RODO is very important to us, so when it comes to the personal data of End Users (your customers), you must remember that the controller of personal data is solely you. If you are in doubt as to whether your business and your customer base is compliant, it is imperative that you either inform us or have a specialist audit it accordingly. In order to provide our Services, we will need you to



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us with the personal data of End Users to the extent and for the purpose set out in a separate Data Processing Agreement. A link to the current text of the DPA can be found [here](#).

6. Personal data is retained for the period necessary to safeguard not only your customers' interests, but also your own.
7. You have the right to request from Us at any time to access, rectify, erase or restrict processing of your personal data. Remember that you have the right to object to the processing, as well as the right to data portability;
8. If your rights have been violated you can complain to the supervisory authority.

## § 10. COMPLAINTS

1. Your opinion is very important to us, so you can in any case file complaints related to your participation in the Service and complaints about the services available through the Service.
2. Complaints may be submitted by letter to: edrone.me, ul. Szlak 77/220, 31-153, Kraków, and from July 2018 to ul. Lekarska 1, 31-203, Kraków, or by e-mail to [hello@edrone.me](mailto:hello@edrone.me), with the subject line, "Complaint". The complaint should include:
  - a. name and surname of the complainant / company and login;
  - b. correspondence address (in the case of a complaint made by letter) and e-mail address (in the case of a complaint made by e-mail);
  - c. a detailed description of the event giving rise to the report;
  - d. indication of the claimant's demands.
3. Complaints can be submitted by you within 60 (sixty) days from the date of the occurrence of the event giving rise to the complaint. The date of the postmark on the envelope with the letter of complaint shall be decisive for compliance with the time limit for complaints submitted by post, and for complaints submitted by e-mail - the date of sending the complaint by e-mail.
4. Complaints submitted by letter or sent by e-mail within the time limit indicated in paragraph 3 above and containing the data and information indicated in paragraph 2 above will be considered. Otherwise, we simply cannot take them any further (we do not know to whom we are responding).
5. Upon receipt of the complaint, we will respond to it without delay, but no later than within 14 (fourteen) working days from the date of receipt of the complaint. Once the complaint procedure has been exhausted, you have the right to pursue unsuccessful claims in a common court of competent jurisdiction according to the provisions of the Code of Civil Procedure.
6. We are responsible for the complaint procedure.



## AMENDMENT OF THE RULES OF PROCEDURE

1. The Terms and Conditions shall enter into force on the date of their publication on the Website.
2. We reserve the right to amend the Terms and Conditions in the event of the occurrence of at least one of the following important reasons:
  - a. a change in the law governing the provision of electronic services by us, which affects our reciprocal rights and obligations (e.g. entry into force of RODO) or a change in the interpretation of the law as a result of court rulings, decisions, recommendations or recommendations by the authorities or bodies competent in the matter;
  - b. a change in the provision of electronic services due solely to technical or technological reasons (e.g. the terms and conditions of the hosting service will change);
  - c. change in the scope or provision of the Services to which the Terms of Use apply by introducing new Services or withdrawing existing Services).
3. Please note that if the Terms and Conditions are changed under the terms set out above, you have the right to terminate the Agreement within 14 days of 7 (seven) days' notice of the change to the Terms and Conditions.
4. If we make any changes to the Terms and Conditions, we will make the consolidated text of the Terms and Conditions available by publishing it on the Website and by means of a message sent to the email address you have provided.

## § 12. FINAL PROVISIONS

1. The contract with Edrone shall be governed by the laws of the Republic of Poland and the courts of the Republic of Poland shall have jurisdiction, unless otherwise provided by mandatory provisions of law. Any disputes between you and us shall be submitted to the court having jurisdiction over the seat of Edrone.
2. We may modify the technical manner in which the services referred to in these Terms and Conditions are provided, in particular for reasons of a technological nature (development of browsers and technology), but without impairing its quality or affecting the scope of our mutual rights and obligations in our relationship with you.
3. The Operator shall provide technical and organisational measures appropriate to the degree of risk to the Services provided to you.
4. The content of the Terms and Conditions is available to you free of charge at the following URL: Terms and Conditions from where you can view them at any time and also make a printout.



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§ 13

ACCEPTANCE OF THE RULES AND USER STATEMENT:

Remember, by creating an Account, you are declaring that you understand and accept the rules according to which we will provide our Services to you.