

EDRONE RULES AND REGULATIONS

§ 1 DEFINITIONS

These Terms and Conditions define the conditions for the use of the edrone.me website, the conditions for the conclusion of the Service Agreement, the methods of using the services provided by the Operator. Whenever the following capitalized terms are used in the further part of the Terms and Conditions, they shall be understood in the meaning given below, unless the context of their use clearly indicates otherwise:

1. **Operator** - edrone Sp. z o.o. with its registered office in Kraków, ul. Szlak 77 / 220, 31-153, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number: 0000537197, NIP: 676-248-20-64, REGON: 360228388. The Operator is the owner of the Website and provides the Services specified in these Terms of Use.
2. **Service** - the edrone.me Internet portal operating at the web address <http://edrone.me/> operated by the Operator, under the conditions specified in the Terms of Service.
3. **User** - a natural person, a legal person or an organisational unit which is not a legal person and which is granted legal personality by law, duly represented by a competent natural person, who by accepting the Terms and Conditions has gained access to the Services and established an Account.
4. **Login** - an individual and unique e-mail address which is a unique identifier of the User on the Website.
5. **Password** - a sequence of at least 5 alphanumeric characters defined by the User and assigned to the User. The Password is required in order for the User to log into the Service. The 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. The Operator may provide the User with the possibility of the so-called recovery of a forgotten Password in the manner specified within the Service.
6. **Account** - the space made available to the User within the Website in accordance with the Service Agreement, allowing the User to use additional functionalities/services. The User accesses the Account by means of a Login and Password. The User logs into his/her Account after registering on the Website.
7. **Trial Period** - a period of consecutive 30 (thirty) days indicated by the Operator, during which the operation of the Account is made available to the User free of charge.
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 an Account as set out in the Subscription Plan.
10. **Subscription Plan** - a variant of the Account operation selected from the plans available on the Service.
11. **Price List** - an offer showing the capabilities and prices of the Subscription Plans offered by the Operator and available on the Service.
12. **Report** - a compilation of data collected on the Website according to parameters defined by the User or the Website, created as part of the operation of the Website.
13. **Service(s)** - the Service(s) provided by the Operator under the terms of the Terms and Conditions.
14. **Content/Content** - textual, graphic or multimedia elements (e.g. information on the Services, promotional videos, descriptions, comments), including works within the meaning of the Act on Copyright and Related Rights and images of natural persons, which are posted and distributed by the Operator, the Operator's contractors, the User or any other person using the Website, respectively;
15. **Technical Requirements** - the minimum technical requirements to be met in order to use the Website and conclude the Service Agreement, i.e.: having 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[MK3]. To create an Account, the User must have a valid/active e-mail address.
16. **Account Settings Panel** - a subpage of the Website where the Account Administrator can edit the Account settings.
17. **Agreement for the provision of services** - agreement for the provision of services by electronic means concluded between the User and the Operator upon acceptance of the Regulations by the User, with content corresponding to the content of the Regulations. With regard to services provided by electronic means, these Regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on 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 logged-in Internet user visiting a website or application for which a User account has been created on the Website. Data concerning this user is used by the Services available on the Website (based on a choice made solely by the User).

§ 2. GENERAL RULES FOR THE USE OF THE SITE AND SERVICES

1. The Terms and Conditions set out the rules for the use of the Website and the Services offered by the Operator, as well as the rights and obligations of the Operator and the User.
2. The use of the Website requires that the terminal device and the ICT system used by the User meet the minimum Technical Requirements.
3. The User's acceptance of these Terms and Conditions is a condition of registering an Account, using the Website and the Services provided by the Operator.
4. Access to the Account and the Services offered on the Website is available only to Users who have registered an Account in the manner indicated in the Terms of Use.
5. Access to the Services provided by the Operator is possible after the creation of an Account within the Website, as well as after fulfilment of other conditions indicated in the Terms of Use, including payment of the Subscription Plan selected by the User.

6. The Operator reserves 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 shall be posted each time on the Website.
7. The Operator shall not be liable for technical problems or limitations in the computer equipment used by the User which prevent the User from using the Website and the Services offered through it. The Operator shall also not be liable for the User's actions towards the end users.

§ 3. CREATION OF AN ACCOUNT

1. An Account is created by completing the registration form made available on the Website, in accordance with the rules indicated below, and sending it electronically to the Operator.
2. In order to create an Account, the User must provide data marked as mandatory in the registration form. In the registration form, the User also has the option to provide optional data or to give optional consents for the processing of his/her personal data, in accordance with the formulas provided in the registration form.
3. (3) After registration via the registration form, the Operator sends the User, to the e-mail address provided by the User, a feedback message with information on how to complete the activation and grant an individual Account. After activation, the Participant gains access to the Website.
4. Once the registration on the Website has been correctly performed and activated, the User has access to his/her Account from the login to the Website.
5. The registered User has the possibility, after logging in, to edit his/her data and voluntarily add additional information in his/her Account.
6. Full access to the Website Services is available after placing a dedicated piece of code (endrone tracker) in the code of a given User's website. In the event of technical problems with the placement of the code - the User may contact the Operator for technical assistance at any time.
7. In particular, the user is obliged to:
 - a. to provide only true, current and all necessary data in the registration form when creating an Account;
 - b. promptly update the data, including personal data, provided by the User to the Operator in connection with the conclusion of the Service Agreement,
8. in particular to the extent that it is necessary for its proper execution.

§ 4. CONTRACT FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. In particular, the Operator provides the following services to Users via the Website:
 - a. enable Users to create and use an Account;
 - b. to enable users to conclude contracts for the provision of services as referred to in § 5 section 1;
 - c. Providing the services referred to in § 5 section 1 to Users.
2. The contract for the provision of services specified in a. and b. above shall be concluded upon effective completion and acceptance by the User (submission to the Operator) of the registration form to create an Account. The conclusion of the Agreement for the provision of services requires the acceptance of the Terms and Conditions.
3. The material provisions of the Service Agreement are recorded, secured, made available and confirmed to the User by means of an e-mail sent to the e-mail address provided by the User in the registration form.
4. The contract for the provision of services is concluded within the Service in the Polish language, for an indefinite period of time.
5. The Operator shall ensure the operation of an information and communication system, which enables the User to use the service provided electronically, in a manner that prevents access by unauthorised persons to the content of the message constituting that service, in particular by using cryptographic techniques appropriate to the characteristics of the service provided, and also enables unambiguous identification of the parties to the service provided electronically. In the event of planned interruptions, upgrades or other similar cases, the Operator may notify the User of them via the e-mail address made available to the User or generally on the website within the Service.
6. The User may terminate the Agreement for the provision of Services to the extent set out in a. and b. with immediate effect, at any time, by contacting the Operator and requesting the deletion of the Account.
7. The Operator may at any time terminate the Agreement for the provision of services within the scope defined in items a. and b., with the User with 14 days' notice for important reasons, in the case of gross violation of the provisions of the Regulations by the User or undertaking by the User activities that are contrary to the law or objectively harmful to the Service. The Operator shall send his statement in this regard to the e-mail address provided by the User when creating the Account.

§ 5 SERVICES

1. The Operator provides the following Services to the User with the use of the Website and according to the principles indicated in the Terms of Use:
 - a. providing an IT tool for the collection and processing of data of non-logged-in end users on the basis of a cookie or local storage identifier.
 - b. provision of an IT tool for the collection and processing of logged-in data of End-Users on the basis of data transmitted by the application or the User's site using the edrone tracker.
 - c. the possibility of segmenting End Users on the basis of the data collected and the criteria selected.

- d. at the User's request, the technical delivery of automated messages to End Users who meet the indicated conditions or who are assigned by the User to a specific segment.
- e. at the request of the User, technical delivery of messages to End Users via the channel indicated by the User: email, popup, Facebook Notification, Anonymous email retargeting.
- f. presentation of the list of end users on the basis of conditions and segments.
- g. the possibility of uploading and downloading a CSV file.
- h. access to statistical data and message effectiveness reports.

The scope and frequency of services varies due to the Subscription Plan selected.

2. The Additional Service, i.e. the technical handling of the dispatch of Anonymous Email Retargeting messages to non-logged-in End Users on behalf of the User by the Data Controller - is provided based on the optional consent of the User and by individual agreement with the Operator.
3. After activation of the Account, the User may use the Account for free for a certain Trial Period of 14 days (in words: fourteen from the date of conclusion of the Agreement. After the expiry of this period, in order to continue to use the Account, the User must pay the Subscription Plan of his/her choice. At the User's request, an individual Subscription Plan may be agreed. In order for a Subscription Plan to come into effect, the User must notify the Operator of his or her desire to purchase a Subscription Plan.
4. If the User decides to use the Subscription Period, the Operator shall, within 10 days from the date of selecting the Subscription Plan and notifying the User via the Website of the desire to purchase the Subscription Plan, make available to the User within the Account a VAT invoice for the Services provided. From the moment the payment of the aforementioned invoice is recorded by the Operator, the Operator shall start providing the selected Service to the User within 3 working days. At the request of the User, the Operator shall be obliged to send a VAT invoice to the address provided during Registration.
5. Non-payment of the Subscription Fee within the period specified in the VAT invoice for the Subscription Fee delivered to the User shall result in automatic blocking of the User's access to the Account. Payment of the Subscription Fee by the User within 14 days from the date of blocking the User's access to the Account shall result in immediate unblocking of the access. If the 14-day period from the date of blocking the User's access to the Account fails to pass, this shall result in automatic deletion of the Account and termination of the Agreement] The day of payment is deemed to be the day on which the Operator's bank account is credited.
6. The contract for the provision of the services set out in paragraph 1 above shall be deemed to have been concluded upon receipt by the User of the VAT invoice within the Account.
7. The Service Agreement shall terminate at the end of the Subscription Period, unless the User selects and pays for a new Subscription Plan in accordance with paragraph 4.
8. The Operator reserves the right to block the User's access to the Services during the Trial Period if:
 - a. shall 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.

§ 6. TERMS OF USE

1. The Operator reserves the right to modify the technical manner in which the Services are provided, in accordance with the scope and conditions of its authority and in accordance with its technical capabilities.
2. In order to ensure the security of the transmission of messages and in connection with the Services provided, the Operator shall take technical and organisational measures appropriate to the degree of security threat to the Services provided.
3. When performing the Service for the User, the Operator does not guarantee the downloading of all information that was to be saved for each End User and does not guarantee the saving of each End User's data.
4. In particular, the user is obliged to:
 - a. use the Services offered by the Operator in a manner compliant with the applicable laws, provisions of the Terms of Use, as well as with the accepted customs in a given scope and principles of social co-existence, including in a manner not disruptive to other Users and the Operator and not disruptive to the operation of the Operator or the Website;
 - b. timely payment of the VAT invoice and other costs agreed between the User and the Operator;
 - c. not to provide or transmit on the Website any content prohibited by applicable law, in particular Content which infringes third parties' copyrights or their personal rights;
 - d. not taking actions such as:
 - e. sending or posting unsolicited commercial information on the Website or posting any content that violates the law (prohibition of unlawful content);
 - f. to undertake computer or any other action aimed at gaining access to information not intended for the User, including data of other Users;
 - g. unauthorised modification of content provided by the Operator, in particular that provided as part of the Service;
 - h. abuse of the rights granted to the User by the Operator or the law in a manner which is contrary to the social and economic purpose of the right in question or to the principles of social co-existence.

5. The Operator shall not be liable in any way whatsoever for any infringement of the rights of third parties or for any damage caused to third parties as a result of, or in connection with, activities carried out by the User (in particular the scope, manner and content of the Services used by the User) using data collected by the User in connection with the Services provided.
6. The User is obliged to notify the Operator immediately of any infringement of his/her rights within the scope of his/her use of the Website, as well as of any infringement of the rules set out in the Terms of Use.
7. The Operator may deprive the User of the right to use the Website, as well as restrict the User's access to some or all of the Website resources or Services offered by the Operator, with immediate effect, if the User violates the Terms of Use, and in particular if the User:
 - a. has provided data on the Website that is untrue, inaccurate or out of date, misleading or infringes the rights of third parties;
 - b. commits an infringement of personal rights, in particular the personal rights of other Users, via the Website;
 - c. engages in any other behaviour which is deemed by the Operator to be reprehensible, inconsistent with applicable law or general principles of Internet usage, contrary to the purposes of the establishment of the Service or detrimental to the good name of the Operator.
8. A person who has been banned from the Website may not register again without the Operator's prior consent.
9. The User may delete his/her Account at any time during the availability of the Service, in which case all information posted on the Service that is linked to the User's Account shall also be deleted. By deleting your Account, you relinquish any further use of any Services paid for on the Website.
10. The Operator also allows for the possibility of establishing cooperation with the User by concluding a separate agreement on the provision of Services. In such a case, the Terms and Conditions shall constitute an integral part of the agreement.

§ 7 LICENSE

1. The exclusive rights to the Content made available/placed within the extent of the Service by the Operator or its contractors, in particular copyright, the name of the Service, its graphic elements, software and database rights, are subject to legal protection and vested in the Operator or the entities with which the Operator has concluded the appropriate agreements. The User is entitled to use the aforementioned Content free of charge, as well as to use the Content posted in accordance with legal regulations and already distributed by other Users within the extent of the Service, but only within the scope of permitted personal use. The use of the Content in any other scope is only permissible on the basis of express prior consent, granted by an authorised entity, in writing under pain of invalidity and within the limits of generally applicable law.
2. The User, by posting any Content on the Website, in particular graphics, comments, opinions or statements in the Account or elsewhere on the Website, hereby grants the Operator a non-exclusive, royalty-free licence to use, record in computer memory, modify, delete, add to, publicly perform, publicly display, reproduce and distribute (in particular on the Internet) such Content, throughout the world. This right includes the right to grant sub-licences to the extent justified by the performance of the Service Agreement, as well as the authorisation to exercise, independently or with the help of third parties, subsidiary rights in the development, adaptation, alteration and translation of the work within the meaning of the Act on Copyright and Related Rights of 4 February 1994.

§ 8 FEES

1. The use of the individual Services provided by the Operator as part of the Website is subject to a fee, with the exception of the Trial Period.
2. Detailed information on the amount of the Subscription Fees and the parameters of the individual Subscription Plans can be found in the Price List located within the Service (the User is bound by the prices as of the start date of the Trial Period).
3. Subscription Fees shall be paid in advance for subsequent Subscription Periods on the basis of the VAT invoice sent by the Operator.
4. 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.
5. The Subscription Fee can be paid by credit card.
6. The User may - by individual arrangement - apply to the Organiser for a change to the Subscription Plan.
7. The Operator shall be entitled to change the remuneration set forth in the Price List, but the change of remuneration may not be made by the Operator more often than once a year. This change does not require an addendum, but only that the Operator informs the User in the form of an e-mail or a message within the System that the right has been exercised. Unless otherwise agreed by the Parties, the change shall take effect in the next Subscription Period following the Subscription Period in which the User was informed. The change in remuneration shall in no way restrict the Party from terminating the Agreement by notice, provided that the Agreement provides for such an entitlement.

§ 9. PERSONAL DATA

- (1) The personal data of Service Users uploaded within the Account shall be processed in accordance with the provisions of the Personal Data Protection Act of 29 August 1997 (hereinafter also: "**PDPA**") and **the UŚUDE**.
- (2) The sole administrator of the Users' personal data is the **Operator** - edrone Sp. z o.o. with its seat in Kraków, ul. Szlak 77 / 220, 31-153 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. The Operator is the owner of the Website and provides the Services specified in these Terms of Use. website address: www.edrone.me, e-mail: michal@edrone.me.

- (3) By accepting the proposed statements contained in the registration form, the User consents to the processing of personal data for the purpose of operating the Service.
- (4) The user, by accepting the optional statements proposed in the registration form, may consent to additional purposes for the processing of his/her personal data.
- (5) The provision of personal data for the purposes set out in paragraph 4 above is voluntary and the lack of consent in this respect shall not prevent the use of the Website.
- (6) Voluntarily granted consents referred to in Section 4 to receive commercial information may be withdrawn at any time at the request of the User submitted via the e-mail address provided by the User in the registration form. Within 48 hours (time required for technological reasons) of receipt of the User's request, the Organiser shall remove the Participant's e-mail account or the Participant's telephone number from the contact database used to transmit commercial information electronically.
- (7) The user has the right of access to the content of his/her data and the right to rectify it under the conditions laid down by generally applicable legislation, in particular the Personal Data Protection Act.
- (8) With regard to the personal data of the End Users - their personal data controller is not the Operator. The User entrusts the Operator with the processing of the personal data of the End Users to the extent and for the purpose specified in a separate agreement (pursuant to Article 31 of the Personal Data Protection Act - in accordance with Appendix 1).

§ 10. COMPLAINTS

1. Users of the Service have the right to lodge complaints relating to their participation in the Service and complaints concerning the services available through the Service.
2. Complaints may be submitted by post to the address: edrone.me, ul. Szlak 77/220, 31-153, Kraków or by e-mail to michal@edrone.me, with a note that the complaint concerns "Service edrone.me". 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 may be filed within 60 (sixty) days from the date of 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 deadline indicated in paragraph 3 above, containing the data and information indicated in paragraph 2 above, shall be considered.
5. Upon receipt of a complaint, the Operator shall respond to it within 14 (fourteen) calendar days from the date of its receipt. Once the complaint procedure has been exhausted, the User has the right to pursue unsuccessful claims in a common court of competent jurisdiction according to the provisions of the Civil Procedure Code.
6. The Operator is responsible for the complaint procedure.

§ 11. 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. The Operator reserves 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 legal regulations governing the provision of services by electronic means by the Operator affecting the mutual rights and obligations set forth in the Agreement for the Provision of Services or concluded between the User and the Operator, or a change in the interpretation of the above-mentioned legal regulations as a result of court decisions, decisions, recommendations or recommendations of authorities or bodies competent in a given field;
 - b. a change in the manner in which electronic services are provided due solely to technical or technological reasons;
 - c. a change in the scope or provision of the Operator's services to which the provisions of the Terms and Conditions apply, through the introduction of new services or the withdrawal of existing services.
3. In the event that the content of the Terms and Conditions is changed in accordance with the rules set out above, the User shall have the right to terminate the Service Agreement within 14 days of being notified of the change in the Terms and Conditions with due notice.
4. In the case of amendments to the Terms of Use, the Operator shall make the consolidated text of the Terms of Use available through publication on the Website and through a message sent to the e-mail address provided by the User.

§ 12. FINAL PROVISIONS

1. The law applicable to the conclusion of the Contract for the Provision of Services shall be the law of the Republic of Poland, and the courts shall be common courts in the Republic of Poland, unless otherwise provided by mandatory provisions of law. Any disputes between the Operator and the User shall be submitted to the court competent for the seat of the Operator.
2. The Operator may modify the technical manner in which the services referred to in the 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 extent of the rights and obligations of the User and the Operator.
3. The Operator shall provide technical and organisational measures appropriate to the degree of security risk of the Services provided under the Service Agreement.
4. The content of the Terms and Conditions is available to Users free of charge at the following address edrone.me/tos/en from where Users may view and print it at any time.

Krakow, 31 December 2017