



Terms and Conditions of the Survicate Service

§ 1.

GENERAL PROVISIONS

1. These Rules and Regulations are a model contract, and set out the terms and conditions of provision of the Services by Survicate to the Participant. What is the precondition for provision of the Services is reading and accepting the Rules and Regulations.
2. The Services shall be provided without territorial limitations and in accordance with the time limitations indicated in the Price List.
3. The Service Provider's time zone is CET (Central European Time).
4. The Rules and Regulations come into force on 25 May 2018.
5. The terms used in the Rules and Regulations shall have the following meaning:
 - a. **Price List** – the schedule made available by the Service Provider at URL address: <http://survicate.com/pricing>, which sets out the cost for which the Survicate Service is provided by the Service Provider to Users, as well as detailed functionalities and technical parameters of the Packages;
 - b. **Package** – a set of Services offered by the Service Provider with the parameters and limits set out in the Price List or a separate agreement, thanks to which the User is able to use the Survicate Service for the fee set out therein;
 - c. **Password** – a series of alphanumeric or/and special characters necessary to conduct authorization in the process of gaining access to the account;
 - d. **Account** – an account created on the Website which is necessary to use the Services. Only registered Users have access to the Account. The following data are necessary to log on to the Account: active e-mail address and the Password. The Account is used free of charge.
 - e. **Service Provider / Survicate** – Survicate S.A. with its registered office in Warsaw (postal code 02 – 786) at ul. Zamiany 8 LU2, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0001021023, NIP number: 9512390641, fully paid-up share capital: PLN 300,000.00, contact e-mail address: hello@survicate.com;
 - f. **Subscription Period** – the period indicated in the Price List for which the User made the payment and/or has undertaken to make the payment in the amount set out in the Price List. The Subscription Period ends on the date which corresponds to the date on which the Subscription Period started, lasts one month or one year, and ends on the last day of a given month.
 - g. **Term of the Agreement** – the period during which the User and Survicate remain bound by the Agreement, i.e. the period from the moment at which the Account was created to the termination of the Agreement;
 - h. **Authorized Person** – a natural person who has been invited by the User to take advantage of the Services as part of the User Account. The User may grant to the Authorized Person access to all Services available on the Website or only to selected areas and functionalities. With respect to the rights granted by the User to the Authorized Person, the Authorized Person is the User's plenipotentiary for using the Services. The provisions of the Rules and Regulations which apply to the User shall be applied to the Authorized Person accordingly.
 - i. **Rules and Regulations** – this document which sets out the terms and conditions of providing/using the Services available on the Website, including, in particular, the rights and obligations of the Users and the Service Provider;
 - j. **Registration** – made in order to create the Account on the Website by entering the e-mail address in a relevant registration form. It is a process of acquiring the User rights, which is approved both by the Service Provider and the User. The registration form may be made



available through the Website and/or through other access channels authorized by the Service Provider;

- k. **Website** – the system of Service Provider’s websites, including the limited access area, through which the User may manage the services available in it. The Website is available at URL address: <https://panel.survicate.com>;
- l. **Individual Website** – Service Provider’s website available at URL address: <https://survicate.com>, which constitutes, among other things, an access channel to the Service allowing access to the Account and the Survicate Services. The User is granted access to the Account upon providing the e-mail address on the Website. It is possible to become acquainted with the Service, Price List, Rules and Regulations, Privacy Policy and complete the Registration process on the Service Provider’s Website;
- m. **Agreement** – agreement on provision of the Services on the terms and conditions set out in the Rules and Regulations, concluded electronically between the User and the Service Provider;
- n. **Account access service** – the service provided by the Service Provider through the Internet and with the use of the Website which consists in the access to the Account, management of the Account details, possibility of purchasing and activating the Survicate Services, as well as the possibility of downloading the data by the User in the form of a CSV file;
- o. **Survicate Service** – the service provided by the Service Provider through the Internet and with the use of the Website which consists in the access to functionalities as part of the Package chosen and access to the ICT system where the User may store data;
- p. **Services** – shall be understood as both the Account access service and the Survicate Service;
- q. **User** – a natural, a legal person or an organizational unit which uses the Service on the basis of the Agreement. The person who creates the Account for a User being a legal person or an organizational unit shall be obliged to obtain relevant authorization in advance. An Entrepreneur may be the User.
- r. **Entrepreneur** – a natural person, a legal person or an organizational unit without the status of a legal person which has legal capacity, and which, in its own name, conducts economic or professional activity within the meaning of the Civil Code;
- s. **External Payment Channel** – an external service independent of the Service Provider through which the User can make payments set out in the Price List in connection with the provision of the Survicate Service, in particular by means of bank transfers and payment/credit card. Payments are handled by PayPal (Europe) S.à r.l. et Cie, S.C.A., a limited liability partnership registered as R.C.S. Luxembourg B 118 349, with its office at 22-24 Boulevard Royal, L-2449, Luxembourg. The terms and conditions of using the website referred to in this definition, as well as the rules for processing payments through the entity referred to in the preceding sentence have been set out in separate regulations available at URL address: <https://www.braintreepayments.com/legal>;
- t. **Subscription** – access to the Package for a definite period, i.e. the period for which the User makes payment in advance, or for an indefinite period (cyclical payments). The scope of the Package’s functionality as part of the Subscription has been set out in the Price List;
- u. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.



§ 2.

TYPES AND SCOPE OF SERVICES PROVIDED

Account access service

1. Under the Agreement, the User gains access to the Account on the Website. The Service helps the User manage the Account, as well as purchase or activate other services available on the Website.
2. The service is free of charge throughout the Term of the Agreement.

Survicate Service

3. During the Term of the Agreement, the User may order the Survicate Service in the Package selected..
4. The Survicate Service may be activated by the User as early as the stage of Registration on the Website, and at any Term of the Agreement in accordance with the Rules and Regulations.
5. The cost of use of the Survicate Service has been provided in the Price List.
6. The User has a possibility of analysing on the Website the answers and effectiveness of the surveys created thanks to detailed reports.
7. The User can also:
 - a. browse profiles of the visitors and analyse their behaviour on websites where the survey has been placed;
 - b. analyse activity of the visitors of the websites when a survey is active, answers, as well as the reaction to a call for action.
8. Depending of the Package chosen, the Survicate Service may have limitations with respect to access to certain functionalities and/or differences in monthly limits for use of certain events. The detailed information on that and the description of the Service can be found in the Price List.
9. During the Term of the Agreement, the Service Provider may offer to Service Users additional paid and/or free services on the terms and conditions set out in separate rules and regulations as well as price lists.

§ 3.

TECHNICAL REQUIREMENTS

1. In order to gain access to the Services, it is necessary to:
 - a. accept the Rules and Regulations;
 - b. successfully complete the Registration on the Website;
 - c. use a device with one of the following Internet browsers: IE 11, Chrome46, Firefox41, Safari 9, Opera 32 or higher, with cookies enabled and access to the Internet with the minimum speed of 1 Mbit/s.
2. In order to fully use the functionalities of the Survicate Service, the visitors of the User's websites need to use Internet browsers with cookies enabled.
3. The Service Provider ensures technical support available at the e-mail address: hello@survicate.com. The support is provided on business days, from Monday to Friday, between 9:00 am and 5:00 pm.

§ 4.

TERM AND TERMINATION OF THE AGREEMENT



1. The Agreement shall be entered into as of the moment at which the Account is created on the Website, and remains in force until its termination (i.e. when the Account is deleted). The Agreement shall be entered into for an indefinite period.
2. In order to create the Account, the User needs to complete the Registration.
3. Both during the Registration and at any time during the Term of the Agreement, the User may purchase the Package on the terms and conditions set out in the Rules and Regulations.
4. Deletion of the Account is possible in the case in which the User does not have an active subscription, and if the User requests for the Account deletion, it takes place at the end of the Subscription Period. Termination of the Agreement by the Entrepreneur and/or the Authorized Person does not result in the deletion of the User Accounts connected with the Account. In such a case, the Account must be deleted by each of the Users.
5. The User may resign from the Package and cancel the Subscription. Cancellation of the Subscription takes place at the end of the Subscription Period of the Package purchased.
6. Two subscription models are available - for an indefinite and for a definite period. The former is renewed on a regular basis, whereas in the case of the latter, the User shall be informed at least 30 days prior to the expiry of the Subscription Period about the fact that it can renew the subscription.
7. During the Subscription Period, the User may, at any time, change the Package into a Package with higher parameters. Please get in touch with us: hello@survicate.com. A change of the Package into a higher one shall become effective within 48 hours of the payment - the payment shall be charged upon updating of the Package, and the remaining period in the transition month shall be adjusted on a pro-rata basis, whereas the Subscription Period shall remain unchanged. Such changes may not be possible in the case of the subscription for a definite period – if, however, they are possible, the Service Provider shall inform about it in a response to the e-mail.
8. The Service Provider shall have the right to terminate the Agreement with immediate effect if the User fails to use the Website (i.e. does not log to his Account, does not use the Survicate Service, does not have an active subscription, etc.) for over two months since the day of expiry of the last Subscription Period paid for. In such a case, the Service Provider shall send, in advance, the notification on the planned Account deletion should the User fail to purchase the Package.
9. The User may terminate the Agreement by sending an e-mail to: hello@survicate.com. The Service Provider may request User's verification which requires logging on to the Account.
10. The Service Provider shall have the right to, respectively, block or terminate the Agreement in accordance with applicable law in the case in which the User has breached the provisions of § 5 of the Rules and Regulations.
11. In the above-mentioned case, the fee paid by the User being the Entrepreneur shall not be refunded, and shall be treated as the contractual penalty for incorrect fulfilment of the obligations by the User.
12. In the case of doubts as to whether the termination comes from a given User, the Service Provider may request the User in the e-mail form to confirm the intention to terminate the Agreement.

§ 5.

USER'S RIGHTS AND OBLIGATIONS

1. The Service Provider shall offer the User technical support connected with the Services available on the Website, depending on the Package chosen by the User.
2. The User shall have the right to manage the Services through the Account and the right to view the personal data he has provided. There is a possibility of changing the e-mail address or other personal data, including payment data, upon contacting the Service Provider.
3. The User undertakes:
 - a. to verify, in advance, whether the technical requirements that need to be met in order to use the Website, including the Services, are complied with;



- b. to update data, including personal data;
 - c. not to take any actions which fail to comply with the generally applicable legal regulations (in particular, it is forbidden to disseminate content which contain child pornography, which breach copyright and/or other intellectual property rights of third parties, as well as contravene rules of social coexistence, show extremely drastic scenes or may be considered to be vulgar or offensive);
 - d. not to supply through the Services illegal content/data (in particular, pornographic and racist ones), which are generally considered to be vulgar, offensive and/or obscene, or which may offend feelings of other people, including religious and political ones, or any other content/data which violate legal regulations.
 - e. not to use Survicate for processing sensitive personal data;
 - f. not to use the Services to sell goods and/or services which are contrary to legal regulations;
 - g. not to post misleading information regarding the authenticity and origin of goods and/or services;
 - h. not to use the Website and the Services in a manner which is contrary to applicable legal regulations or rules of decency, as well as which infringe on personal rights of third parties and/or Service Provider's justified interests;
 - i. not to send unsolicited commercial information through the Website;
 - j. not to interfere in the Website's and Service's source code;
 - k. not to post through the Survicate Service hyperlinks to infected websites or websites whose content is contrary to law;
 - l. not to take any actions which may hinder and/or disrupt the Website's and Services' operation, in particular by intentionally placing a malicious code or infected files;
 - m. to use the Services within the applicable legal limits and for their intended purpose;
 - n. not to access the Accounts of third parties (e.g. by cracking Passwords of other Users);
 - o. not to generate excessive or disproportionate traffic on the connections or other elements of the infrastructure relied upon to provide the Service;
 - p. keep his Password strictly confidential and not to make it available in any manner to third parties;
 - q. not to make available to third parties his Account, as well as Account access data.
- 4. As part of the Service, it is forbidden to use any software / scripts unauthorized by the Service Provider, in particular those which disrupt and/or in any manner make the use of the Services automatic, such as viruses, bots, other harmful software, etc.
 - 5. The User shall be obliged to use his own, correct personal data and his active e-mail address. The Service Provider reserves the right to request the User to confirm the correctness of his data by a copy of relevant documents.
 - 6. The rights and obligations of the User must not be transferred to other Users and/or third parties. It means that the User must not transfer / sell / dispose of their Account, for the benefit of any other entity. The Service Provider shall be the sole entity authorized to render the Services for the benefit of the User.

§ 6.

SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

- 1. The Service Provider does not moderate the content of the User Accounts.
- 2. The Service Provider may ask the Users for opinions and their level of satisfaction with the Services and customer service.
- 3. The Service Provider may examine the manner in which the Services are used, in particular through collection anonymous information which allow improving them in terms of functionalities and technical aspects (e.g. for technical support or on the basis of cookies, such as



the browser's name and version, operating system, screen resolution, bandwidth, click through rate, etc.).

4. The Service Provider has the right to examine the manner in which the Website, including the Services, is used, as well as create reports statistical analysis and use them in commercial activities.
5. The Service Provider may use the logos of the Entrepreneurs using the Website, including the Services, on the Website or promotional material, offers, etc. in order to indicate that they are or were Survicate's clients.
6. The Service Provider may change, at its sole discretion, change the properties and functionalities of the Services and/or the software used, provided that the level of quality of the Services rendered for the benefit of the User is not adversely affected.
7. The Service Provider reserves the right to render the entire Website and/or the Service or portions thereof, temporarily unavailable due to technical reasons, especially when performing maintenance or introducing changes to the Website or the Services. The Service Provider shall take every effort to limit, to the extent practicable, the arduous nature of such unavailability of the Website and/or the Services for the User.
8. The Service Provider undertakes to take every effort to ensure that the Services are rendered in a due manner, on a permanent and continuous basis.
9. The Service Provider may suspend provision of the Survicate Service (during active subscription) if the User has breached the provisions of § 5 of the Rules and Regulations. Prior to the suspension of the Services, the User shall be requested, sufficiently well in advance, to provide explanation, and should he fail to provide it or provide an unsatisfactory answer, the Services shall be suspended at the data indicated in the declaration sent (the declaration concerns the cause of the suspension, its duration and the possibility of removing the suspension). The User has the right to make a complaint. Any compensations shall be looked into in accordance with the complaint procedure and legal regulations.

§ 7. PAYMENTS

1. The User shall make upfront payment for using the Survicate Service in the Package chosen.
2. The Service Provider may grant a discount to the User on the standard fees for provision of the Survicate Service on the terms and conditions set out in the Price List and/or separate regulations or agreement. The discount amount may, in particular, depend on the duration of the Subscription Period in the case of a given User.
3. The Service Provider activates the Survicate Service once the payment is made. In well-justified cases, the Service Provider may activate the Survicate Service prior to the User's payment. It is possible, however, only on the basis of an individual agreement between the parties to the Agreement.
4. Upon ordering the Survicate Service, the User declares the intention to receive VAT invoices. The VAT invoice shall be issued by electronic means, without the recipient's signature. The invoice shall be sent in the .pdf format through the Service Provider's e-mail address: payments@survicate.com.
5. The User shall choose the way in which payments for the Survicate Service will be made:
 - a. payment using the External Payment Channel on the terms and conditions set out in the rules and regulations of the External Payment Channel;
 - b. recurring payment (consent for charging the credit card with recurring payments). The User may withdraw his consent for the recurring payment by sending an e-mail to the address payments@survicate.com (he may be requested to log on to the Account in order to confirm the instruction submitted), effective as of the end of the Subscription Period);
 - c. payment by a bank transfer to the Service Provider's bank account.

6. The User may manage his payment and data in the Account panel.
7. The payment amount depends on the Package and the Subscription Period chosen by the User.
8. The prices in the Price List are net amounts. VAT in the invoice shall be settled in accordance with applicable regulations. Prior to the purchase of the Package, the User can obtain transparent information on the invoice gross amount.
13. The User may use a Package in which he can negotiate the price terms and conditions. It applies only to the Package indicated in such a way in the Price List. In such a case, an offer shall be presented by electronic means, and it shall be deemed accepted once the offer's acceptance has been confirmed.
9. Some banks may collect a fee/commission in the case of card or bank transfer payment (transfer abroad), and add it in accordance with their current price list, which is beyond the control of the Service Provider. Please read the rules for settlements, in particular international settlements, valid in your bank. The above-mentioned costs are not covered by the Service Provider.

§ 8. PERSONAL DATA

1. The User's personal data are processed:
 - a. in compliance of the personal data protection regulations in effect in the Republic of Poland and the European Union;
 - b. in compliance with the Privacy Policy;
 - c. to the extent and for the purpose required to establish the relationship, define the wording of the Agreement, amend or terminate the Agreement and/or render the electronic Services in a correct manner;
 - d. to the extent and for the purpose required to meet the legally defined objectives/justified interest pursued by the Service Provider. The processing of data does not violate the rights and freedoms of the data subject.
2. The scope of the data about the User which can be processed has been indicated in the Privacy Policy.
3. The User has the right of access to and rectification or erasure of personal data or restriction of processing, the right to object to processing, the right to submit a complaint at the supervisory authority, as well as the right to data portability.
4. The Users' personal data shall be processed throughout the Term of the Agreement and for 10 years since the termination of the Agreement (for the needs of resolving any claims). The data may also be processed as part of accounting documents for the period required by law.
5. The Service Provider reserves the right to make the User's personal data available to entities authorized under applicable legal regulations: law enforcement agencies, public administration offices, courts or other entities authorized to gain such data under legal regulations, to the extent and for the purpose required by those entities and regulations.
6. The card data required to pay the fees are saved in an IT system handled and managed by the External Payment Channel. Invoices may be saved on the Website for payment clearance-related needs. The documents shall be sent to the e-mail address provided for payments.
7. The External Payment Channel requires that the necessary card data be provided. The above-mentioned data is not processed by the Service Provider.
8. The personal data may be processed with consent, to the extent and for the purpose required for sending the newsletter containing commercial information.
9. Personal data may be deleted as a result of:
 - a. termination of the Agreement and upon the expiry of the period referred to in section 4;
 - b. withdrawal of the consent, or submission of a legally acceptable objection to process personal data - if the consent has been granted or if the data are processed as part of the Service Provider's justified interest.



10. If personal data are to be processed by the User or Users as part of a given Account assigned to the Entrepreneur, the Entrepreneur shall be obliged to enter into a personal data processing outsourcing agreement. Please get in touch with us: gdpr@survicate.com. The personal data processing outsourcing agreement shall be entered into electronically. Notwithstanding the forgoing, nothing in this Agreement shall be deemed or construed that the Participant is responsible for complying with GDPR unless applicable.
11. Prior to using the Website and the Services for the first time, the User shall be obliged to become acquainted with the Privacy Policy, which constitutes Schedule No. 1 to the Rules and Regulations.

§ 9. COMPLAINTS

1. Complaints should be made electronically within 30 days of noticing the damage (e.g. faulty operation of the Service) to the technical support. The complaint should include:
 - a. Login;
 - b. as detailed description of the irregularity as possible (taking into account the time and place of its occurrence);
 - c. indication, if possible, of the way in which the complaint should be handled;
 - d. if the complaint concerns a mistake in an invoice, please provide the invoice number.
2. The complaint is looked into at the earliest possible date, but not later than within 14 days.
3. The day on which the Service Provider receives the complaint shall be deemed to the day on which the complaint was made.
4. The fact that a complaint has been made does not influence the course of the Subscription Period or the provision of the Service.

§ 10. COPYRIGHT AND TRADEMARKS

1. Any software and content contained on the Website, such as text, graphic elements, logo, photographs, audio and video files, are the Service Provider's property and are protected by law.
2. Survicate is a trademark owned by the Service Provider.
3. The above-mentioned trademarks and content may not be used without Service Provider's written consent, and, in particular, they may not be used in connections with other entities' products and/or services in a manner which may mislead clients and/or potential clients, or which may, in any manner, do any harm to the Service Provider and/or its products and services.
4. Neither the User nor any person authorized by him may delete, obscure or prevent reading of or change trademarks, copyright information and/or other markings which concern the intellectual property rights contained in the Website, results of using the Service and/or in the content included in the Website. In particular, it is forbidden to delete and/or change the Survicate logo from the pictures made on the Website in the form of screenshots, reports and other effects of using the Service, except for the cases accepted by the Service Provider.
5. The Service Provider understands that the User, by adding, as part of the Services provided, the content, graphic elements and/or other works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws 2017 item 880) in his Account has the right to do so. The User shall grant to the Service Provider a non-exclusive licence for the Term of the Agreement (and in the case referred to in § 8.4 of the Rules and Regulations, for 10 years since the day of the Agreement's termination, only for archiving purposes) to those works in the following fields of use:
 - a. using, recording in the computer's memory and ICT system;



- b. changing, deleting, supplementing;
- c. public performance, public display, copying and distribution (in particular, on the Internet).

§ 11.

LIABILITY LIMITATION

1. The Service Provider shall not be held liable for:
 - a. incorrect data entered by the User at the Registration stage;
 - b. lack of Users' and/or Authorized Persons' access to the Internet, or for restrictions affecting such access (Survicate does not offer Internet access services);
 - c. restrictions affecting and/or incorrect operation of software or hardware owned by the User and/or Authorized Persons thanks to which they can use the Services. The Service Provider has set out the technical requirements necessary for the Service's correct operation in §3 of the Rules and Regulations. In the case of any problems during the Term of the Agreement, the User may get in touch with technical support;
 - d. losses suffered and profits lost by the Users and/or Authorized Persons as a result of the Password to the User Account being disclosed to third parties by those Users and/or Authorized Persons;
 - e. losses suffered and profits lost by the Users and/or Authorized Persons as a result of those Users' and/or Authorized Persons' acts or omissions, in particular due to the fact that they use the Services in a manner which does not comply with the applicable law and/or the Rules and Regulations;
 - f. losses suffered and profits lost by the Users and/or Authorized Persons as a result of actions and/or omissions of third parties;
 - g. losses suffered and profits lost by the Users and/or Authorized Persons which have not been caused by the Service Provider's wilful intent.
2. The Service Provider has no influence on whether any third parties will or will not take any action and/or actions in connection with the Services provided. The Service Provider has no influence on the manner in which the User and/or Authorized Persons manage their Account.
3. The Service Provider:
 - a. only stores User data and enables their online transmission;
 - b. does not modify the data entered by the Users and/or Authorized Persons;
 - c. should the Service Provider receive an official notification, or should he become aware, in a reliable manner, about the unlawful nature of the data made available by the User, it shall contact the User in order to clarify the case and shall act in accordance with the Rules and Regulations as well as law.
4. The Service Provider shall be liable for the losses attributable to it due to the failure to perform and/or improper performance of the Agreement, up to the amount of the losses incurred by the User.

§ 12.

FINAL PROVISIONS

1. The Service Provider makes available the wording of the Rules and Regulations at URL address <https://survicate.com/terms>, where the Rules and Regulations can be displayed and/or printed out. The Rules and Regulations may also be made available in a different manner, upon individual request of a given person, if such a person encounters problems in displaying or reading the Rules and Regulations. To this end, they are requested to get in touch with the technical assistance department at: hello@survicate.com.

2. The Service Provider makes available the wording of the Price List at URL address <https://survicate.com/pricing>, where the Price List can be displayed and/or printed out. The Price List may also be made available in a different manner, upon individual request of a given person, if such a person encounters problems in displaying or reading the Price List. To this end, they are requested to get in touch with the technical assistance department at: hello@survicate.com.
3. The Service Provider reserves the right to amend the Rules and Regulations and the Price List
4. Each substantial amendment of the Rules and Regulations shall be communicated to the User by e-mail at least 14 days prior to the planned entry of the amendments into force.
5. In the case referred to above, the User shall have the right to terminate the Agreement before the planned entry into force of the new rules and regulations and/or the Price List. Failure to report the intention to terminate the Agreement, or failure to terminate the Agreement by such a deadline shall be deemed as the User's consent to continue to be bound by the Agreement, on the terms and conditions provided for in the new rules and regulations and/or the Price List. In the case of the Packages provided under an agreement for a definite period, the new rules and regulations shall not come into force until a new Package is purchased, or the new rules and regulations and/or the Price List are explicitly accepted.
6. A change to the scope and/or type of Services that does not breach the existing Agreement shall not be considered to be a substantial amendment of the Rules and Regulations.
7. Relevant provisions of the Polish law shall apply to issues which have not been regulated in the Rules and Regulations.
8. Should any provision of the Rules and Regulations be changed and/or invalidated as a result of a valid court's decision, the remaining provisions shall remain in force.
9. The Service Provider declares it is ready to resolve disputes amicably. Consumers who would like to take advantage of out-of-court resolution of disputes may use the <http://ec.europa.eu/consumers/odr/> platform in order to settle disputes concerning a contract concluded by electronic means.
10. Any disputes between the Service Provider and the User who is not a Consumer shall be resolved by the court competent for the Service Provider's registered office.
11. The schedule constitutes and integral part of the Rules and Regulations.

Privacy Policy

§1. GENERAL PROVISIONS

1. This Privacy Policy comes into force on 11 June 2021 and can be amended. In the case of persons who use the Website <https://survicate.com>, the Privacy Policy comes into force on the date indicated in clause 1, and there is no need to provide information on the changes introduced. In the case of the Users who have accepted the Rules and Regulations as well as the Privacy Policy, the provisions of the Rules and Regulations shall apply to the changes in the document's applicability and providing information on such changes. The Rules and Regulations are available at URL address: <https://survicate.com/terms>.
2. The Service Provider and the data controller of user data (clients), people subscribed to the newsletter and potential customers is Survicate S.A. with its registered office in Warsaw (postal code 02 – 786) at ul. Zamiany 8 LU2, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0001021023, NIP number: 9512390641, fully paid-up share capital: PLN 300,000.00, contact e-mail address: hello@survicate.com (hereinafter referred to as "Us").

§2. SECURITY

1. The principles we follow:
 - a) We respect the right to privacy.
 - b) We take care of data, including personal data, security. The detailed information on protection of personal data can be found in the Rules and Regulations.
 - c) Connection with our Website is encrypted.
 - d) We do not request you to log on to the Account when we send invoices or any e-mail correspondence.
 - e) We do not request you to provide data by e-mail. We always conduct verification after logging on to the Account. We would like to ask you for understanding if certain actions require confirmation and verification. In such a case we may ask you to log on to the Account.
2. Using the Internet, choose only safe devices and networks. Do you know that when you log in a public WiFi network, the network administrator can see your data? If you use the Website at work, follow the security recommendations in force at your organization.
3. If you receive an e-mail from us, it will be from one of the following e-mail addresses:
hello@survicate.com
payments@survicate.com gdpr@survicate.com

§3.COOKIES

1. Cookies are sent to Internet browsers, then stored in the memory of devices, and read by the server at each connection with the Website
2. Cookies do not include any information which would enable third parties to gain access to your personal data or to get in touch with you by means of, e.g. e-mail or telephone. We would also like to point out that cookies do not allow the Service Provider or third parties access to your private device.
3. By using the Website, you consent to the use of cookies. You can manage the consent by clicking here <https://assets.survicate.com/cookie-list/> .



§4. PERSONAL DATA

In connection with the implementation of the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and in the free movement of such data and repealing Directive 95/46 / EC (general regulation about data protection - hereinafter referred as "GDPR") we inform you that:

1. The personal data processed by us is for the purpose of:
 - a) performance of the contract or taking action at the request of the data subject, before concluding the contract (legal basis: Article 6 paragraph 1 point b of the GDPR),
 - b) handling of inquiries (Article 6 (1) (f) of the GDPR),
 - c) handling complaints (Article 6 (1) (b) of the GDPR),
 - d) storing the documentation and fulfilling the legal obligations incumbent on the Administrator (Article 6 (1) (c) of the GDPR),
 - e) sending the newsletter - this is done only on the basis of the consent given, if it has been expressed (Article 6 (1) (a) of the GDPR),
 - f) monitoring and improving the quality of services provided, including support (Article 6 (1) (f) of the GDPR).
2. Providing data is voluntary, but necessary to use the Services. In the case of a newsletter, consent is voluntary and expressed by clicking a Subscribe button.
3. If the person has consented to data processing (legal basis: Article 6 paragraph 1 point a of the GDPR), the data is processed until the consent is withdrawn, but after this period, we have right to be archived information on who and when and what he consented (for the purpose of determining, investigating or defending legal claims). In other cases, the data is processed for a period justified by the implementation of the goal (e.g. performance of the Agreement, answering questions, tax regulations, etc.) The processing period depends on the possibility of establishing, investigating or defending claims or when retention of data is required due to tax regulations.
4. You have the right to access personal data, rectify, delete or limit their processing, the right to objection, the right to transfer data, the right to lodge a complaint with a supervisory authority.
5. Transaction data, including personal data, are provided directly by the User to the External Payment Channel.

§5. DATA RECIPIENTS

1. We take advantage of services of the software development companies and ones which maintain ICT systems with which we have entered into relevant agreements. Such agreements cover the rules for data processing and confidentiality. These data are not made available, and none of those companies has the right to process the data in another way than the one set out in the agreement. Your data, if a company has access to them, may be processed only for the needs of the correct provision of the services.
2. The newsletter service is provided by Hubspot based in the USA. The data is transferred as confidential and is not owned by Hubspot. Data from the European Economic Area (EEA) are transferred on the basis of the data processing agreement. Detailed information about how Hubspot processes data: <https://legal.hubspot.com/privacy-policy> .
If you have any questions, please get in touch with us hello@survicate.com

