

# TERMS OF SERVICE

## I. Subject of the Regulations.

1. These regulations specify the conditions for the use and operation, as well as the rights and obligations of the users and the obligations and responsibilities of the Administrator of the website located at <http://www.performancelabs.pl>.

## II. Glossary.

1. Terms used in this document mean:

a) Administrator - Performance Labs Sp. z o.o. with its registered office in Warsaw at Al. Ks. J. Poniatowskiego 1, entered into the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw, XII Commercial Department of the National Court Register under KRS number: 0000593459, with NIP number: 701-05-32-297, i.e. the entity making available the resources of the Service;

b) Service – collectively, the pages and subpages made available by <http://www.performancelabs.pl>

c) Regulations - this document and its appendices constituting it is integral part.

d) Services - services within the meaning of the Act of 18 July 2002 on the provision of electronic services, consisting of the presentation of content, the ability to make inquiries the presentation of a commercial offer, searching for information, commenting, presentation of materials embedded in other websites.

e) User – a natural person using the Service.

## III. Technical requirements for using the Service.

1. To use the Service it is necessary to have a device with access to the Internet, an application used to browse the content of the Internet (browser).

2. The User is responsible for the efficiency of the device and software used to browse the Internet, including the use of the Website. The User is hereby notified that certain software features used by the User may block the activation of particular functions of the Website, therefore it is recommended to disable any additional functionalities.

## IV. Conclusion and termination of contracts for the provision of Services.

1. The Information Service Agreement is entered into by accessing the Service.

2. In order to ensure the necessary level of service, it is recommended that you accept the Terms of Service before the Administrator starts providing the Service. If you do not accept the Terms, you should stop using the Service.

## **V. User Responsibilities.**

1. All materials available in the Service are the exclusive property of the Administrator or are made available on the basis of agreements concluded by the Administrator with third parties or are made available on the basis of consents of entities authorized to dispose of the rights to particular materials. The contents of the Service are subject to protection pursuant to the Act of 4 February 1994 on Copyright and Related Rights.
2. The User is authorized to use the Service only for individual purposes and for his/her own needs. Any use exceeding the scope indicated in the previous sentence, in particular indicating a profit-making or commercial use, without the consent of the Service Administrator, is prohibited.
3. The User has no right to permanently reproduce, sell, make available or otherwise market or distribute the contents of the Website, in whole or in parts, in particular to transmit or make available in computer systems and networks or any other ICT systems. Within the scope of permissible use, it is possible to temporarily multiply the content of the Website in the memory of the device used to access the content of the Website. Any use exceeding the aforementioned scope requires consent of Administrator.
4. By introducing any materials to the Service, which may be considered works as defined by the Act on Copyright and Related Rights of 4 February 1994, while using functionalities of the Service made available by the Administrator, the User grants the Administrator a free-of-charge and territorially unlimited license for further distribution of materials introduced by the User, for recording, multiplying, marketing and attaching to other materials.
5. The User hereby, together with granting the licence, authorises the Administrator to exercise the personal copyrights vested in the User as the author, including the right to the integrity of the work, the right to mark the work with name or pseudonym, inviolability of the form and content of the work.

## **VI. Rights, duties and responsibilities of the Administrator.**

1. The Administrator is responsible for the proper functioning of the Service.
2. The Administrator shall not be held liable for content entered into the Service by Users or advertisers if, immediately after being notified of a given event violating the rights of third parties or inconsistent with the Regulations, he suspends publication of the questioned content.
3. The Administrator can temporarily suspend operation of the service, especially if it is justified by maintenance reasons, the need to reconstruct the Service or is of preventive character in relation to potential threat of malware activity. The Administrator is entitled to suspend or deny access to the Service to a given User in case when from the IP address used by the User the Administrator noticed instances of behaviour contrary to the Terms of Use or actions detrimental to or infringing the rights of third parties.
4. The Administrator is not responsible for interruptions in the Service's operation or cases of Service unavailability resulting from causes independent of Administrator and in cases described in the Regulations.

## **VII. Personal data, privacy policy.**

1. These rules apply to Users who have provided the Administrator with their personal data and have given their consent to the processing of their personal data by the Administrator by ticking the box next to the expression of consent for the processing of personal data.
2. The Administrator acts as a personal data controller within the meaning of the Personal Data Protection Act of 29 August 1997.
3. Providing data by the User is voluntary. The scope of data provided to the Administrator depends on the User. The scope of personal data provided by the Users includes e-mail addresses, phone numbers, name and surname of the Users.
4. The Administrator's duty is to ensure the security of the personal data processed. Personal data is stored and processed using technical and organisational measures required by law.
5. The Administrator processes the User's personal data to the extent necessary to establish contact concerning the presentation of the commercial offer, to inform about changes in this offer, as well as about current events, trainings and events organised by the Administrator within the framework of its business activity.
6. You are hereby informed of their right to access, update, correct and delete your personal data.
7. The Administrator declares that it uses cookies, which by storing short information on the computer of a User or another person visiting the Website allows its identification in order to optimise the use of the Website and to choose more suitable content for the User and also for statistical purposes, research, storing settings and data entered by the User and performing analyses of the manner, methods and nature of using the Website.
8. The administrator uses the information collected in accordance with point 7 above for its own purposes. Sharing the information for the benefit of third parties is possible only after obtaining their consent or due to applicable laws.
9. The User may restrict or even block the mechanism of cookies in the settings of the software used to browse the Website. Blocking, restricting or deleting cookies may cause hindrance or make it impossible to use the Website.

## **VIII. Final Provisions.**

1. Any disturbances in the functioning of the Service may be complained about by the User by reporting it to the Owner of the Service. For efficient identification of a fault or irregularity in the functioning of the Service, a complaint should be submitted without unnecessary delay after the User discovers the fault.
2. Complaints will be investigated by the Owner of the Website within 14 days from the date the complaint was filed.

3. The Terms of Service shall be effective as of the date of their publication on the Site. The Administrator is entitled to change the Terms of Use, and information about the changes will be available on the Website. Amendments to the Terms of Use take effect within 7 days from the publication of information about the amended Terms of Use or from the date indicated in the amended Terms of Use.

4. In matters not covered by these Terms and Conditions, the provisions of the Civil Code Act of 23 April 1964 and the Act on Provision of Electronic Services of 18 July 2002 shall apply.

5. These Terms and Conditions were posted and published on the Service on 1 June 2017.