

TERMS AND CONDITIONS OF PROVIDING ELECTRONICAL SERVICES

DIZPLY.COM

§1 GENERAL PROVISIONS

1. Based on article 8 section 1 of the Act of 18 July 2002 on the provision of electronic services, the Operator introduces and provides there Terms and Conditions of providing electronic services.
2. Terms and conditions defines as follows:
 - a) The scope and types of services provided electronically via the Website,
 - b) The functioning of the Website and the use of the Services, in particular the rights and obligations of the Operator and the Users,
 - c) The rules for the protection of personal data of Users.
3. The terms used in those Terms and Conditions has the following meaning:
 - a) **Electronical address** - designation of the data communications system that enables communication by means of electronic communication, in particular electronic mail (e-mail);
 - b) **Operator** – the entity who is the owner of the Website and manage the Website, which means **IDivine Spółka z ograniczoną odpowiedzialnością** with its registered office at, Bohdana Zaleskiego 1 street, 31-525 Cracow, entered into register of entrepreneurs of National Court Register under the number: 0000650206, TIN: 5732873109 statistical number (REGON): 365995833, share capital: 5.000 PLN
 - c) **Law on Telecommunications** - the Act of July 16, 2004 – Law on Telecommunications;
 - d) **Terms and Conditions** - these regulations for the provision of the service by electronic means, which defines the principles of using and functioning of the Website and the rights and obligations of the Operator and Users, including the terms of providing the service on the Website;
 - e) **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 (General Data Protection Regulation),
 - f) **The Website** - a website managed and operated by the Operator, located at the address "dizply.com", as well as other relevant Internet addresses under which the Operator operates the Website.

- g) **Electronically delivered services** – performance of the Service, by sending and receiving data using IT systems, at the individual request of the User, without the simultaneous presence of the parties, the data being transmitted using networks within the meaning of the Law on Telecommunications.
 - h) **Teleinformation System** - a team of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving data via telecommunications network with the use of a terminal device appropriate for a given type of telecommunications network within the meaning of the Telecommunications Law;
 - i) **Service** – the service provided by the Operator via the Website using the Teleinformation System which enables the Users to get the commercial information in the way of newsletter in accordance with these Terms and Conditions.
 - j) **Act** – The Act on 18th of July 2002 on the provision of electronic services.
 - k) **User** – a natural person, legal entity or organisational unit without legal personality, who use the Services provided by the Operator with the help of the Website and which has successfully registered for use of the Service by filling the appropriate form on the Website.
4. The Operator provides the Users with the Terms and Conditions free of charge before the concluding of an agreement for delivery of electronic services.
 5. The Operator guarantees the full availability to the Terms and Conditions, as well as to ensure the opportunity to download, restore and record them using the IT system used by the User.
 6. The Operator is obliged to provide the Service indicated in these Terms and Conditions in accordance with the Terms and Conditions, the Act and GDPR.
 7. The User is obliged to acquaint themselves with the contents of these Terms and Conditions before using the Service and, observe its provisions after expressing their acceptance.
 8. Users are obliged to make a consent to provide the Service in accordance with the rules set out in the Terms and Conditions by marking the appropriately visible element of the subscription form located on the Website with the content: *“I accept the Terms and Conditions of providing electronic services and The Dizply.com Privacy Policy.”*
 9. Using the Services without getting acquainted with the Terms and Conditions and without its acceptance is impossible.
 10. Regulations which have not been made available in the manner specified in section 4 above, are not binding for the Users.

§2 SERVICE PROVIDED BY ELECTRONIC MEANS

1. Operator provides the Service - a newsletter through the Website. The Newsletter is an electronically delivered service, consisting of free, periodic messages, sent to Users after receiving their consent to email address provided in the subscription form in the form of electronic message (email), containing commercial and marketing information about Operator's offer, in particular about the project management tools developed by the Operator, new products available on the Website and available new services categories (hereinafter "Newsletter").
2. All content provided on the Website is the exclusively property of the Operator and it is forbidden to copy for commercial purposes without prior written consent of the Operator.

§3 CONDITIONS OF PROVIDING THE ELECTRONICAL SERVICES

1. The use of the Service provided on the Website under the Terms and Conditions by the User depends on:
 - a) Access to the terminal device enabling the use of the Internet and access to this network,
 - b) Use of an internet browser that allows you to view websites with the use of "cookies" files and other similar technologies,
 - c) Having an electronic address (email).
2. The User, who is using the Service, is required to:
 - a) Use it in a manner consistent with the law, decency and not to use it in a way that violates or may violate the personal rights of the Operator or any third parties,
 - b) Refrain from publishing and sending content that is offensive, against the law as well as infringing the copyright and the image of third parties,
 - c) Refrain from using Service to publish advertisements and any commercial information in particular by distributing unsolicited commercial information.
3. The Operator reserved the right to refuse to provide the Service when:
 - a) The User infringes the provisions of generally applicable law,
 - b) The User violates the provisions of these Terms and Conditions,
 - c) The User provided with incorrect or false data (means data necessary for the correct implementation of the Service by the Operator)
 - d) The User is taking the actions that interfere with the use of the Website of Services to other Users.

- e) The Operator ceases to provide the Service temporary or permanently due to maintenance or modification of the Website.
4. The Operator reserved the right to stop providing the Newsletter service at any time. In that case, the Operator is absolutely obliged to remove all personal data of Users collected in order to provide the Newsletter service.

§4 NEWSLETTER

1. Delivery of Newsletter Service consists of periodic transmission of free electronic messages (email) by the Operator, as indicated in sec. 3 below, to the email address provided by the User at the time of concluding the Agreement for the provision of this service in accordance with the provisions of the sec. 3 below.
2. The Newsletter is provided free of charge for indefinite period of time.
3. The conclusion of a contract for the provision of the Newsletter service comes from the moment the user clicks the “Sign up” button after the correct completion of the fields of the subscription form located in the main page of the Website in its upper part, which includes:
 - a) Providing an email address,
 - b) Acceptance by the User of the Terms and Conditions by ticking the selection button with the following statement: *“I accept the Terms and Conditions of providing electronical services and The Dizply.com Privacy Policy.”*
 - c) Ticking the button of the selection button regarding the consent to receive commercial information.
4. The User’s performance of the subscription procedure specified in section 3 above, is equivalent to:
 - a) Consent to provide the Newsletter service electronically via the Operator i.e. sending via Newsletter service advertisements and commercial information within the meaning of the Act to the email address provided by the User,
 - b) Consent to process User’s personal data by the Operator in accordance with the rules provided for in the provisions of the GDPR, in particular I article 7 GDPR, in order to provide the Newsletter Service.
5. The User may resign from the Newsletter service at any time. Resignation requires one of the following activities:
 - a) To use (click) the link provided in each email sent as a part of the Newsletter service to the email address of the User,

- b) Sending from an electron address (email) that has been submitted for subscription as part of the Newsletter service, a statement to the Operator which contains the resignation form the Newsletter service to an email address: support@dizply.com .
6. The User's personal data shall be removed from the Operator's database immediately, but not later than within 48 hours from the moment of receiving the cancellation of services in accordance with the provisions of these Terms and Conditions, and which is always signaled by the means of an electronic message (email) sent to the User's email address. By abovementioned email, the Operator confirms the deletion of the User's data from the Operator's address database.

§5 PROCESSING OF PERSONAL DATA

1. The processing of Users' personal data is based on the provisions of the Act and the GDPR.
2. The Operator is the administrator of personal data provided by the Users via Website.
3. To provide the Service described in the Terms and Conditions, it is necessary to provide the personal data by User with the use of the subscription form referred to in §4 sec. 3 above.
4. The User's personal data, necessary to establish, shape the content, change or terminate the contract for the provision of the Service electronically, in accordance with §4 of these Terms and Conditions, are processed by the Operator only for this purpose and for the proper performance of the Service, as well as for providing information marketing and commercial.
5. Detailed provisions regarding the processing and protection of personal data are set out in the Privacy Policy of dizply.com.

§6 WARNING FOR THE RISK OF USING THE SERVICES

1. The Operator reserved that due to the public nature of the Internet, used e.a. to use Website and send emails, the provision of the service may be related to standard risk which is accepted by the User.
2. Due to special nature of threats related to the use of the Internet, the Operator does not guarantee full security of using the Website. Therefore, the Operator recommends that the User should protect the terminal equipment used to use the Website, in particular by introducing mechanisms to control access to their devices, installing antivirus software, having a current operating system and connecting end devices only to reliable wireless networks to minimize risk and increase the level of security.

3. The Operator ensured and undertakes that the operator of the IT system, which is used by Operator, gives the opportunity to use the Services in a way that prevents unauthorized access to the content of information that consists on the Service.

§7 RESPONSIBILITY

1. The Operator is not responsible for:
 - a) Interruptions in access to Service resulting from the necessary technical and administrative activities,
 - b) Disruptions in the operation of the Internet, Internet delivery and interruptions in access to services in cases of force majeure,
 - c) Cessation of providing services to the Users who have violated the Term and Conditions,
 - d) damage caused to third parties as a result of usage of the Service by the Users in a manner inconsistent with the Terms and Conditions and the generally applicable law.
2. The Operator is not responsible for the consequences of providing false, incorrect or incomplete information by the User, as well as for the consequences of providing the third parties without their consent or knowledge.
3. The User bears sole responsibility for the consequences of providing false, incorrect, incomplete information or providing third-party data without their consent and knowledge.
4. In the event that the Operator receives an official notification of the unlawful nature of stored data that has been provided to the Operator by the User and prevents access to such data, the Operator shall not be liable to the User for the damage that arises as a result of the inability to access this data.
5. Each party of the legal relationship, established under these Terms and Conditions shall be obliged to repair the damage suffered by the other party as a result of non-performance or improper performance of obligations under these Terms and Conditions, provided that the non-performance or improper performance of obligations under the Regulations is the result of circumstances for which neither party is responsible.

§8 COMPLAINTS

1. The User has the right to file a complaint, regarding matters related to the provision of services covered by these Terms and Conditions.
2. The complaint should include at least:
 - a) Electronic address (email) of the User,

- b) A description of the problem which is the basis of complaint.
3. Complaint that does not contain the data indicated in sec. 2 above will be left unrecognized.
 4. Complaints of Users should be filed to the Operator at the address of its registered office, i.e. ul. Bohdana Zaleskiego 1, 31-525 Kraków, or to the e-mail address: support@dizply.com .
 5. Complaints will be processed within 14 days from its receipt by the Operator, at the latest within 14 days from the day of explanation of the circumstances necessary to settle the claim.
 6. The Operator will immediately inform the User about the method of settling the complaint via User's electronic address provided in the complaint.

§9 FINAL PROVISIONS

1. The Operator has the right to unilaterally amend the Terms and Conditions for important reasons, in particular due to the change of commonly binding law, in so far as the change affects the provisions of these Terms and Conditions.
2. The Operator is obliged to notify to Users about any changes and amendments to Terms and Conditions via the Website and by sending the information to User's electronic address.
3. In matters not covered by these Terms and Conditions, the applicable provisions of generally applicable law shall apply, including the provisions of GDPR.
4. All disputes arising on the basis of these Terms and Conditions shall be resolved by a common court due to the seat of the Operator.
5. Terms and Conditions come into force on 01.01.2019 .