

Terms and Conditions, May 9, 2019

§ 1. [General provisions]

1. These Terms and Conditions define the conditions provision of Services by the Operator and terms of using Services by User.
2. The legal basis for these Terms and Condition is Polish law, in particular:
 - 1) the Act of 18 July 2002 on Providing Services by Electronic Means (OJ 2002 No. 144, item.1204),
 - 2) the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922),
 - 3) the Act of 23 April 1964 Civil Code (Journal of Laws of 2016, item 380.),
 - 4) 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, hereinafter called GDPR)

§ 2. [Definitions]

For the purposes of these Regulations, the following terms are ascribed:

Terms and Conditions	-	should be understood by this document, which contains all regulations which describe provision of Services by the Operator and responsibilities of User and Operator, hereinafter called TAC.
Service	-	within the Agreement, the Operator makes available to the User, for a fee, access to the Management Panel and Application on terms specified in TAC;
Application		software application operating on Mobile Devices, created by Operator , provided for User for data collection on behalf of User;
Personal Data	-	all personal User data within the meaning of GDPR provided at the moment of registration on the Website and on later stage, processed by the Operator for the purpose implementation of the Agreement;
Registration	-	an activity consisting in creating an Account by the User, by entering data, including Personal Data, in the Website, to the extent necessary for the use of the Website;
Management Panel	-	individual User account, made available through Login and password enabling the User to create, collect and manage Surveys created by User and access to their statistics and analysis;
Login	-	a unique string of characters entered by the User on the Website, during registration and later login, enabling later User identification;
Materials	-	all text content and graphic files entered by the User in Management Panel for End Users as part of the functionality of Application;
Website		web service located at domains of statisfy.pl, enabling Users to register, login and conclude an Agreement with Operator;
Survey	-	a survey developed in Management Panel and activated by the User in the Application on the Mobile Device, which may can not contain more than 32 characters in every question;
Agreement	-	agreement between User and Operator of providing services by electronic means
Mobile devices	-	smartphones, tablets and other devices ready to use the Application by the

		End User;
Operator	-	Satisfy sp. o.o., Necla 12/28, 84-200 Wejherowo, Tax ID: 5882446952. Owner of the Website, Management Panel and Application
User	-	a company, person, a legal entity, an organizational unit with legal capacity, partnership and a sole proprietorship that can create or created Account on the Website;
End User	-	a natural person with full capacity to act legal or limited legal capacity after obtaining the consent of a statutory representative who uses Application on the Mobile Device;
System		sparately or together Application, Management Panel and Webiste

§ 3. [Technical conditions nad requirements]

1. In order for the User to use the Website correctly, including making effective Registration, it is necessary, altogether:
 - 1) connection to the Internet, both for the mobile device and PC with which The user will connect to the Management Panel.
 - 2) having devices that have access to the Internet
 - 3) using a web browser that supports JavaScript programming language and accepting cookie files. It is recommended to use Google Chrome (version 66) or Mozilla Firefox (64) in order to use the Management Panel properly,
 - 4) having an active e-mail account (e-mail).
2. In order for the Application to work properly on the Mobile Device, including the correct display content, the Mobile Device must meet the following requirements:
 - 1) minimum 7" screen diagonal,
 - 2) permanent access to the Internet,
 - 3) minimum Android system version 4.4.2

§ 4. [General Terms of Service]

1. The Operator reserves the right to modify the technical manner of performing the Services, as appropriate to the scope and conditions resulting from the rights held, and also to the possessed technical possibilities.
2. In order to ensure the security of message transmission and in connection with the Services provided, The operator takes technical and organizational measures appropriate to the degree of danger of the security of the Service provided.
3. The Operator is entitled to a temporary break in the operation of the Website and Services provided for technical reasons.
4. The operator will put every effort to ensure that technical breaks take place during the night hours and lasting as short as possible.
5. It is prohibited to use the Service in a manner inconsistent with the provisions of TAC, applicable laws, good customs or principles of social coexistence.
6. The User undertakes not to place Materials in the Applications or Management Panel, that can be any carrier viruses or other malware.
7. The User undertakes not to place Materials in the Applications or Management Panel, with vulgar content of a nature, pornography, racism, persecution for ethnic, cultural or cultural reasons religious, promoting or conducive to criminal activities that violate the rights of persons third parties, including intellectual property rights or other forms of infringing goods legally protected. The User bears full responsibility for the Materials placed in the Applications or Management Panel.
8. In the case of breaking the provisions of point 1-3 of this paragraph, Operator may demand compensation under the rules set out in the Civil Code.
9. The User has the right to add any number of surveys, change the appearance of presentation of Surveys in Application and provide them to End Users on Mobile Devices for which he has purchased access.

10. The user is obliged to ensure correctness and validity of account data, in particular: login, company name, e-mail address, access password, PIN code, in case the data is used, among others to provide information about Service, failures, changes in TAC.

§ 5. [Registration of the User on the Website and Fees]

1. In order to use the Website, the User must register an account.
2. The Account Registration and Activation procedure is progressively conducted via e-mail and the Website, to what are also necessary User's actions described at every stage of the Registration procedure.
3. In order to create an Account on the Website, the User has to click "Register" button, located on the Website, and then complete the registration form in which the User indicates the following information:
 - 1) current, active e-mail address,
 - 2) name and surname,
 - 3) company name,
 - 4) Login, containing at least 5 characters (login can not contain Polish characters, characters special and spaces),
 - 5) password, containing at least 8 characters (the password may not contain Polish characters).
4. After passing the Registration process, the User receives on the e-mail address provided, activation message with a link to the Management Panel and link for downloading the Application.
5. At the end of the Registration, an Agreement of provision of the Service is concluded between the User and Operator.
6. It is not allowed to share the Account with other people and entities not included in the Agreement.
7. The information indicated in paragraph 3 above are considered User's Personal Data.
8. By filling the Registration Form, the User:
 - 1) consents to the Operator processing his Personal Data for purposes related to implementation of the Agreement,
 - 2) declares that he has read the TAC and accepts all regulations,
 - 3) declares that the Personal Data provided by him is true and complete,
 - 4) declares that he voluntarily started using the Website,
 - 5) declares that the Materials posted on the Website will be lawful and will not infringe upon the rights of third parties.
 - 6) is aware of the responsibility that is incumbent on him for placing materials on the Website or Personal Data that is unlawful or violates the rights of third parties,
 - 7) agrees to receive information on the e-mail address provided at the Registration, including commercial information from the Operator and information on impediments, changes or breaks technical in the operation of the Website
 - 8) The User authorizes the Operator to issue a VAT invoice without its signature and accepts sending invoices by the Operator in electronic form. VAT invoices for the User will be sent to the e-mail address indicated during registration.
9. In order to complete the Registration process, the User selects one of the possible Accounts:
 - 1) Basic - Account enabling activation of the Application for 3 selected Mobile Devices;
 - 2) Standard - Account enabling activating the Application for 4 - 9 selected Mobile Devices;
 - 3) Premium - Account enabling activation of the Application for 10 and more selected Mobile Devices;
10. Fees for using the Service, Management Panel and Application are available on the Operator's website <https://satisfy.pl> in the "PRICING" section and may change at any time.
11. After selecting the price plan, the User makes a payment through the payment service or bank transfer to the Operator's account indicated on the VAT invoice - on demand.
12. In order to extend the term of the Agreement, the User pays a fee to the Operator referred to paragraph 10 above, adequate to the period for which the User wants to extend the Agreement before expiration of the period for which the Agreement was concluded. The user makes the payment based on the invoice issued and sent by the Operator to the indicated e-mail address or through payment service available in Management Panel . In case of extension of the term of the Agreement - the extended period begins on following the end of the previously paid period.
13. The registration process described above may take place in a different way - e.g. at the User's request An operator can create and activate a User Account.

14. The 7-day trial period may be granted to every new User and is run on the period of 7 days from the User's registration of the Account in the System. If the Operator finds that there is a suspicion that the same User uses two or more accounts, the Operator reserves the right to block and / or delete all User accounts. The test period allows The User uses the Account in the full version, including all functions of the Application and the Service.
15. The User has the option to use the Application and Service after the period of 7 days, about which referred to in paragraph 1, if it pays for the selected plan and will conclude or extend a contract with the Operator.
16. In the case there was no signal of extending the Agreement nor payment for chosen plan, the Operator may permanently delete the Account and all data related, including data collected through the Website and / or Application.
17. At the moment of creating and activating the Account, the User declares that he has read and accepted this document – TAC.

§ 6. [Blocking and deleting an Account]

1. Users are required to use the Service in a manner consistent with the provisions of this regulations (TAC), applicable laws and rules of social coexistence.
2. In case of violation of the provisions of TAC, the law or taking actions by the User which may affect the reputation of Operator, the Operator is entitled to block the User's Account until the User explains the circumstances committing the mentioned violations or actions.
3. In justified cases, in particular when the User continues to violate provisions of these regulations or law, or continues its activity to reconcile reputation or ideas of the Operator, the Operator has the right to delete the User's Account and all data related with this Account.
4. Blocking or deleting the User's Account is the termination of the Agreement by the Operator. The User is notified by e-mail, sent to e-mail address provided during Registration about the fact of blocking or deleting an Account. In this case, the User shall not be entitled to a refund of the Fee for use from the Website, paid in accordance with § 5, 6) of TAC.
5. In case of blocking or deleting an Account, the User has the right to submit Complaints in the manner specified in § 9 of these TAC.

§ 7. [Personal data]

1. By accepting Terms and Conditions, the User consents to the processing of their Personal Data by the Operator, in accordance with the terms of TAC.
2. The User accepts these regulations and declares that he is the administrator of personal data of End Users and entrusts to Satisfy sp. o.o. processing personal data for the purpose and scope necessary to use the Application and the Management Panel. User which collects personal data of End Users' for marketing purposes in the Application, becomes the administrator of personal data of these End Customers.
3. The administrator of the User's Personal Data is: Satisfy sp. z o.o., Wejherowo ul., Augustyna Necla 12/28, TAX ID 5882446952. The administrator can be reached by traditional mail at the following address: Satisfy sp. O.o. , 84-200 Wejherowo, ul. Augustyna Necla 12/28 or email: rodo@statisfy.pl
4. The administrator has designated a Data Protection Officer with whom one can contact by traditional mail at the following address: Satisfy sp. o.o. , 84-200 Wejherowo, ul. Augustine Necla 12/28 or email: rodo@statisfy.pl
5. The User's Personal Data are processed on the basis of art. 6 par. 1 lit. f GDPR, based on the necessity of processing for purposes arising from legitimate interests implemented by the Administrator or by a third party.
6. The legitimate interests pursued by the Operator consist of offering products and services that primarily contribute to increased stability and security of business transactions. Such products also provide the Operator's customers information about the quality of customer service and employees employed as part of the offered services and products, as well as for statistical purposes.
7. User personal data is processed manually and automatically. Administrator processes personal data to the extent that it is made public by the sources available indicated in point 13 below.

8. The User's Personal Data will be processed by the Operator for the period necessary for implementation of Agreement.
9. In accordance to processing of User's Personal Data, User has the right to:
 - request Operator or Administrator to access their personal data,
 - request Operator or Administrator to correct their personal data,
 - request Operator or Administrator to delete your personal data,
 - request Operator or Administrator to limit the processing of their personal data,
 - object to the processing of your personal data,
 - transferring your personal data,
 - making a complaint to the supervisory institution.

The above rights can be used through:

- e-mail contact at: rodo@statisfy.pl
- traditional mail to the following address: Statisfy sp. O.o. , 84-200 Wejherowo,
- ul. Augustyna Necla 12/28

10. Some of Personal Data may be obtained from publicly available sources, i.e. from the Registry Entrepreneurs of the National Court Register (KRS), Central Register and Information on Business Activity (CEIDG), Central Statistical Office (GUS), Registry Actors performing medical activities (RPWDL).
11. Operator may take automated decisions based on your personal data, including perform profiling referred to in art. 22 par. 1 and 4 GDPR.
12. Administrator makes every effort to ensure all physical, technical and organizational protection of personal data against accidental or deliberate destruction, accidental loss, change, unauthorized disclosure, use or access, in accordance with all applicable regulations.

§ 8. [Responsibility]

1. The Operator is not responsible for:
 - 1) disruptions in of proper functioning of the Service, Management Panel and Application as well as loss of User's data created in result of force majeure or third parties;
 - 2) incorrect technical configuration of Mobile Devices and equipment by with which the User uses the Management Panel and Appliation;
 - 3) damages caused by switching off or failure of the ICT system or network failure energy;
 - 4) incorrect integration of the Application with the Mobile Device, caused by errors committed on the stage of installation of the Application by the User or other User actions that are in conflict with TAC;
 - 5) content and form of the Survey created by the User;
 - 6) content and form of End Users' answer to the activated Survey;
 - 7) the effectiveness of payment transactions made via the Payment Website electronic, as well as fees charged by the electronic payment service. Any comments related to the course of payment transactions carried out in the manner specified in previous sentence, Users are required to report directly to the owner of the electronic payment service.'
 - 8)
 - a) The User is aware that by sharing his/her login and password or PIN code to others, they will lose control over access to the Management Panel and Application and will allow to exit the full screen mode on Mobile device.
 - b) The Operator is not responsible for the PIN code (including the PIN code set by default during installation of the Application). After installing, reinstalling or updating the Application, the User should on his/her own manage the PIN code and create complicated PIN code to prevent minimizing or exiting the Application by End Users.
 - c) After installing, reinstalling or updating the Application, the User should remember to set up the Application as the default LAUNCHER of Android system and make sure that the application has been correctly started in kiosk mode.
2. The operator reserves the right to temporarily disable operation of the Service and Website at any time for the purposes of maintaining, updating and technical improvement of equipment or for extension Website content, about which the Operator will inform on the Website or via e-mail.
3. The Operator reserves the right to transfer all rights connected with the Service and/or Website and to complete Website and Service liquidation.

4. The Operator declares that it is not a party to legal relations or any interactions between Users and End Users and is not responsible for any damage caused on the grounds of the above legal relations or interactions.
5. The User undertakes that when third parties make claims against the Operator for violation of any of their rights, as given below:
 - in connection with User placing the Materials
 - in connection with the violation of these Terms and Conditions by the User
 - in connection with violation of applicable law, good manners or rules social co-existence by the User
 - The User will step in place of the Operator or step as a third party intervener and will take over full costs of possible court proceedings, costs of legal representation and compensation awarded or settled by the settlement.
6. The User is responsible for maintaining the login and password in confidentiality. It is forbidden using logins of other Users and sharing your login with other people. The User is responsible for all activities that will be carried out using his login and password.
7. The User is obliged to immediately notify the Operator about each attempt of unauthorized use of his/her login, password or PIN.
8. The User is obliged to update his contact details and invoice data immediately after each change of this data. The obligation to update the data does not apply to the login.
9. The User is obliged to ensure that The User:
 - properly launched the Application in "kiosk" mode
 - logged out of the Website each time it finishes its work in the Webiste
 - the PIN code is actual and adequately complicated
 - After installing, reinstalling or updating the Application, the User should remember to set the Application as the default LAUNCHER of the android system and make sure that the Application has been correctly launched in the kiosk mode.
10. The Operator is not responsible for any losses incurred on the part of the User or third parties as a result of improper use of the login / password / PIN code or logging out of the User from the Website.
11. The Operator is not responsible for the reliability and uninterrupted operation of the Webiste and Application, as well as for the timeliness and correctness of data and software that are part of the System.
12. The Operator is not responsible for unauthorized access to stored or distributed content by the User and is not liable for any content that is vulgar, illegal, violates property rights or in any way violates the rights of third parties.
13. The Operator is not responsible for any losses that arise as a result of direct or indirect use of the System.
14. Each User who has an Account in the System and / or Application declares that he has read and accepts these Terms and Conditions.

§ 9. [Complaint procedure]

1. All comments related to the functioning of the Application and the Management Panel, Users may submit by sending a written complaint to the address of the Operator's office or via e-mail to the following address: biuro@statisfy.pl.
2. Complaints are considered when they:
 - a) indicate current User's data, including his / her Login,
 - b) have been submitted to the appropriate address of the Operator in accordance with paragraph 1 above,
 - c) contain the reason for submitting the complaint, defined in a clear and transparent manner,
 - d) define the scope of activities that the User requests,
 - e) relate to issues for which the Operator is responsible as part of the System.
3. Complaints are considered by the Operator within 14 days of their receipt, provided that the User meets the conditions set out in paragraph. 2 above.
4. In the case of incompleteness or vagueness that make it impossible to identify the complaint within the time limit referred to in paragraph 3 above, the Operator will ask the User to supplement it within 7 days.
5. In the event of an unsuccessful call referred to in paragraph 4 above, the complaint is left without consideration.

6. The User shall be notified of the settlement of the complaint on the current e-mail address assigned to the User's Account.
7. The operator reserves the right to extend the time of consideration of the complaint in the case when the complaint concerns a particularly complex issue. The User will be notified of the fact of extending the complaint handling time to the current e-mail address assigned to the User Account.

§ 10. [Updates and modifications of the System]

1. The Operator reserves the right to launch a new version of any part of the System at any time or to modify the System.
2. The Operator may temporarily or permanently cease the operation of the System or selected functions. The user will be informed about the changes made via email.
3. The User accepts the fact that due to the introduced updates, the System or Application may contain errors and inaccuracies, as well as the System may be temporarily unavailable.
4. The operator has the right to delete accounts that remain inactive.

§ 11. [Final provisions]

1. These Terms and Conditions are available in electronic form at statisfy.pl, which enables its acquisition, reproduction and recording by means of the ICT system used by the User.
2. The Operator reserves that the Website, Application and Management Panel as well as Operator's graphic elements contained in them, Operator's logos, are the subject of exclusive rights of the Operator.
3. The Operator reserves the right to make changes to these Terms and Conditions. The changes come into force within 14 days of their publication by means of e-mail or messages on the Website.
4. In the absence of acceptance of changes in the Terms and Conditiond, the User is entitled to terminate the Agreement by sending a statement in writing to the address of the registered office or in electronic form to the following address at biuro@statisfy.pl within a deadline of 14 days.
5. In matters not covered by these Terms and Conditions, the provisions of Polish law shall apply, in particular the Civil Code.
6. Any disputes arising from the implementation of the provisions of these Terms and Conditions shall be aimed at settling the amicable way. In the event of disagreement, disputes will be considered by a common court having jurisdiction over the Operator's registered office. If one of the provisions of these Terms and Conditions is deemed invalid or unenforceable under a final court judgment, the remaining provisions will be valid and will remain in force
7. In the case of the System and Service being submitted by the Operator to a third party or the sale of the System and Service to a third party, the Operator will notify the User in writing without delay and with the date of notification the new owner of the System and Service will enter into this agreement as a side instead of the Operator, as per this The User agrees.