

## User Account Terms and Conditions

### § 1 Definitions

**Terms and Conditions** – this document, stating the terms of use of SVANTEK digital properties, as well as the rights and obligations of SVANTEK and the User.

**SVANTEK digital property** – any Svantek websites or software platforms offering free or payable services.

**User** – the subject using SVANTEK digital property.

**User Account** – accessible to the user after logging in (entering login and password) via which the User uses SVANTEK digital properties individually.

**SVANTEK** – SVANTEK Sp. z o.o. (limited liability company) with its registered office in Warsaw (04-872) at Strzysłowska street no. 81, entered in the Register of the National Court Register by the District Court for the capital city of Warsaw, XIII Commercial Division, under number 0000192065, share capital of PLN 100,000 paid in full, REGON number: 002175672, NIP number: 5270105272.

**Reseller** – an entity distributing SVANTEK's products and services and selling them to the User under his name and on his behalf.

**SVANTEK Device** – a device purchased from SVANTEK or a Reseller.

**Payable services** – functionalities that are a subject of additional payments in accordance with a SVANTEK Price List.

**Free services** – access to basic functionalities of Svantek digital properties accessible via the User Account.

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### § 2 General Provisions

1. The Terms and Conditions define usage rules of the User Account.
2. The provisions of the Terms and Conditions, together with the applicable provisions of law, define the rights and obligations of the User, as well as rights, duties and SVANTEK's scope of liability.
3. SVANTEK may provide restricted access to its information material and software updates via the User Account.
4. A prerequisite to access material described in §2.3 is the setup of an Account by the User. The User at the time of setting up the account fills in relevant fields in the registration form and confirms that he has read and accepted the Terms and Conditions. After setting up the account, by the mere fact of each subsequent login, the User acknowledges that he is familiar with the up-to-date wording of the Terms and Conditions.
5. The User states that the data provided by him at the time of registration do not violate the provisions of law and generally applicable rules of conduct, are not offensive, and do not contain threats toward third parties.

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### § 3 User Account

1. The delegation of the User Account authentication data to third parties is not recommended and may only be executed at the sole responsibility of the User.
2. The User has the right to set up and use one account at the same time.
3. The Account, which was not logged into at least once a year by the User, may be removed by SVANTEK without prior notice to the User.
4. Each newly created account is subject to activation conducted by SVANTEK. To activate a new account, please follow SVANTEK's instructions.
5. The User can delete his account himself at any time.
6. In the event of breach of the Terms and Conditions by the User, SVANTEK has the right to temporarily or permanently block that User's Account.

7. The User may also request deletion of the Account and all associated personal data processed by SVANTEK by sending an email to: **marketing@svantek.com.pl**. Such a request will be handled in accordance with applicable data protection laws (including GDPR).

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#### **§ 4 Using SVANTEK digital property**

1. Using SVANTEK digital properties is voluntary.
2. You may not use SVANTEK digital properties for purposes other than those arising from the Terms and Conditions, in particular illegal or inappropriate according to generally accepted standards.
3. In case of detection of errors or irregularities during the use of SVANTEK digital property by the User, the User agrees not to use his knowledge for fraudulent purposes and to inform SVANTEK or Reseller about this fact immediately.
4. Attempts to cause any disruptions in SVANTEK digital property, as well as usage of additional programs that allow usage of SVANTEK digital property for purposes other than those described in the Terms and Conditions, shall result in immediate blocking of the User's Account.
5. It is forbidden to conceal your real IP address, hinder identification or bypass other security measures and use illegal means when accessing the User account.
6. SVANTEK reserves the right to temporarily or permanently suspend the operation of SVANTEK digital property.
7. Any comments or complaints regarding SVANTEK digital property should be directly reported to the Reseller or to SVANTEK contact address: **marketing@svantek.com.pl**

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#### **§ 5 Liability**

1. SVANTEK shall make every effort to ensure continuous and proper operation of SVANTEK digital property, and that the use is possible for users of the most popular web browsers, operating systems and different types of computers. SVANTEK however, does not take responsibility whether it will be possible to operate fully functional SVANTEK digital property from any computer, in particular, it shall not be liable for technical problems and all sorts of blockades (e.g. Firewalls, blockers, graphics card performance, etc.) occurring in the User's computer equipment.
2. SVANTEK is not responsible for the consequences of actions described in §3 point 6 of the Terms and Conditions.
3. SVANTEK is under no obligation to store users' logins and passwords. If the User loses them, forgets, makes them available to a third party or due to any other reason is unable to log in to his account, SVANTEK does not assume any responsibility in this regard.
4. SVANTEK does not take any responsibility, either directly or indirectly, for any loss or lost profits that may arise when using SVANTEK digital property by the User.
5. SVANTEK shall not be held responsible in the event of failure of any telecommunication system or other data transmission system, and therefore loss of data in relation to use of SVANTEK digital property.

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#### **§ 6 Copyrights**

1. All materials, logos, designations, trademarks, and all content presented on SVANTEK digital property are owned by SVANTEK and are protected by copyright law – it is forbidden to copy them in any form without written permission from SVANTEK.

2. Any unauthorized use of any material available through SVANTEK digital property constitutes a violation of copyright, industrial property rights and shall result in taking appropriate legal action by SVANTEK.
3. The name "SVANTEK" is also subject to legal protection as a proper name of functionality made available. The use of this name for purposes other than those arising from the Terms and Conditions in any form (product description, software, features, auction, bid, events, etc.) without written permission from SVANTEK is prohibited and constitutes a violation of personal rights of SVANTEK.

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## § 7 Final Provisions

1. SVANTEK reserves the right to change the Terms and Conditions at any time, without giving any reason. The consolidated text of the Terms and Conditions after making amendments shall be published on a regular basis on [www.svantek.com](http://www.svantek.com) website available to the User. Information about each change of the Terms and Conditions will also be sent to the User to the email address provided when setting up the account.
2. The User, by the very fact of logging on to the Account, confirms the fact of familiarizing with the current wording of the Terms and Conditions. Logging on to and the use of SVANTEK digital property in this form constitutes unconditional acceptance of the current contents of the Terms and Conditions by the User.
3. In the case of non-acceptance of the current Terms and Conditions when logging in, the User has no right to use the User Account, which is tantamount with the resignation from the User's account.
4. In matters not provided for in the Terms and Conditions, the relevant provisions of the law shall be applied.
5. Any disputes arising out of these Terms and Conditions shall be settled by the courts having jurisdiction for the seat of SVANTEK.