

BRANDSPY

Terms & conditions

§ 1 DEFINITIONS AND GENERAL PROVISIONS

1. The Regulations define the rules of the Services and the associated Parties' rights and obligations, as well as the mode of the Agreement conclusion.

2. Terms used in these Regulations, and written with a capital letter have the following meanings:

a) **Price** – document available through the Portal, containing information about the current charges for allowing the use of Software, by the period of time accurately marked, also available at www.brandspy.com;

b) **Account** – a collection of data on ICT Recipients functionally linked with the Portal, including in particular data enabling the use of the Services, associated with the unique name for each Recipient of the Service;

c) **Consumer** – a natural person asking for the provision of Services or using Services for purposes not directly related to his business or profession;

d) **Software** – a computer program available with a fee, within the framework of Services for which Service Providers have an exclusive rights, subject to the protection of provisions of Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws of 1994, No. 24, item 83, as amended) and Directive 2009/24/EC of the European Parliament and of the Council of April 23, 2009 on the Legal Protection of Computer Programs.

e) **Portal** – a set of cooperating devices and telecommunications data, along with programs to provide processing and storage, as well as sending and receiving data on the Web, available under the domain "BrandSpy.com";

f) **Regulations** – these regulations.

g) **Party** – Service Provider or Recipient of Service.

h) **The Agreement** – the agreement for the provision of Services concluded by the Parties with any attachments.

i) **Service** – the associated part of the Account Portal allowing paid use of the Software, subject to additional legal protection under the Act of July 5, 2002 on the Protection of certain Services provided by Electronic means based on, or consisting of, conditional access (Journal of Laws of 2002, No. 126, item 1068, as amended) and according to Directive 98/84/EC of the European Parliament and of the Council of November 20, 1998 on the legal protection of Services based on, or consisting of, conditional access;

j) **Recipient of Service** (also Recipient and Service Recipient) – a natural person, legal person or organizational unit without legal personality who uses or wants to use the Service;

k) **Service Provider** – the company operating under the name of IQS Sp z o.o. with registered office in Warszawa (03-905), at Francuska 37 Street KRS No. (National Court Register No.) 0000041388,, having NIP (Tax Identification Number) PL 526-10-05-418 and REGON (statistical ID No) 010763240;

l) **Act of providing of Electronic Services** – Act of July 18, 2002 on the Provision of Electronic Services (Journal of Laws, No. 144, item 1294, as amended).

m) **Remuneration** – cash benefit payable to the Provider of the Service as a payment for the Service;

3. The Service Provider reserves that, in accordance with Article 21 of the Act of providing Electronic Services, in case of obtaining information about using the Service by the Service Recipient, in violation of the Regulations or applicable laws, Service Provider will process the personal data of Service Recipient to the extent necessary to determine the liability of Service Recipient.

§ 2 CONCLUSION AND TERMINATION

1. Conclusion of the Agreement is possible only through electronic means of communication available in the Portal, including electronic mail. Any other legal actions between the Parties (including the changes and termination) may be made in any form, including the electronic means of communication, unless both Parties have the Software tools to enable their use.
2. The function to create and register the Account, circulated within the Portal is a form that allows Service Provider sending an offer to conclude the Agreement.
3. Based on the Service Recipient's data provided as specified in paragraph 2, the Service Provider creates an Account linked functionally with the Portal, which is confirmed to Service Recipient via electronic mail. Agreement is concluded upon confirmation. Each Recipient is entitled to 14 days of free tests after the Registration.
4. Service Recipient may withdraw from the Agreement without giving a reason, after submitting relevant statement within fourteen days. The period for withdrawal shall commence upon conclusion of the Agreement electronically. Service Recipient may withdraw from the Agreement after Submitting an appropriate statement of withdrawal.
Statement may be submitted on the form, which draft is placed on the Service Provider's Portal. In order to meet the deadline statement must be sent before its expiry. Service Provider is obliged to return the payment made by Recipient immediately, not later than 14 days from the date of receiving Recipient's statement of withdrawal from the Agreement. The Service Provider shall refund the payment using method of payment used by the Service Recipient. The Service Recipient right to withdraw the Agreement shall not be granted if the Services will be started, with the consent of Service Recipient, before expiry of the withdrawal from the Agreement. In the event of the withdrawal, Agreement is considered void and the Service Recipient is released from any obligations. Service Recipient who is a Consumer is not entitled to withdrawal the Agreement, in relation to the Agreements for the provision of Services, if the Service Provider has done full service with the express consent of the Service Recipient that is a Consumer who has been informed that under the provision of the Service Provider he will lose the right to withdraw from the Agreement. The right of withdrawal for the provision of electronic services is not entitled to Service Recipient who is a Consumer in relation to Agreements for the supply of digital content which is not stored on a tangible medium if the performance has begun with the express consent of the Consumer before the deadline for withdrawal and after informing him by the Service Provider for loss of the right of withdrawal.
5. Service Recipient shall be responsible for the consequences of giving Service Provider false or incorrect information when entering into the Agreement.
6. In any case, the silence of either Party shall not be deemed to consent to the conclusion, modification or termination. Lack of answer in each case is equal to the lack of consent.
7. At any time, beyond the period for which the fee is paid for access to the Software, Service Recipient may terminate this Agreement without giving any reasons. To achieve this goal user may take advantage of the removal of the Account.
8. The Service Provider may terminate the Agreement at any time by blocking the Account in case of:
 - a) using the Service in violation of the rules or applicable Regulations;
 - b) providing by Service Recipient false or incorrect information when entering into the Agreement;
 - c) providing by Service Recipient illegal content.
9. At the request of the Service Recipient, blocked Account will be removed subject to § 1, paragraph 3.

§ 3 PROVISION OF SERVICES

1. The Service includes only conditional access to part of the Portal, allowing paid use of the Software.
2. The possibility of use of the Software is guaranteed only to Service Recipient, who registered Account, after earlier payment of a fee in the amount specified in the Price List.
3. The provision of Services will be started after fourteen days from the date of the concluded Agreement, unless the Service Recipient agrees to early commencement of services.
4. Use of the Software is permitted only with the functionality provided by the Service Provider in the Portal, associated with a particular Account.

5. The Service Provider reserves the right to allow the free use of Software to all users or to certain Service Recipients, which eventually will be reported through the Portal or electronic means of communication. Free use of the Software does not create any obligations to the Service Recipient.
6. The Software allows you to search some of the resources of the Internet and save the results in such a way as to be accessible to the Service Recipient, in the part of the Portal associated with the Account, and in particular:
 - a) the automatic monitoring information about specific products, events or containing selected phrases;
 - b) generating summaries in the form of reports and summaries;
 - c) sending notifications about certain events;
 - d) archiving information obtained while using the Software.
7. Current information on additional features and objectives of the Software are available through the Portal.
8. Minimum technical requirements necessary to use the Portal and its functionality:
 - a) device with a processor clocked at 1000 MHz memory and 512 MB RAM
 - b) Internet browser accepting cookies and compatible with the latest versions of Java and Flash
9. The Service Provider shall exercise due diligence to ensure the security of data transmission when using the Services, in order to ensure the confidentiality and completeness of transmitted data. In the same extent the Service Provider will strive to improve the quality of Services and implementation of solutions improving the technical parameters of the Portal.
10. Any data of unknown origin, processed by the Service Provider using the devices to use the Service, are a potential security risk by allowing unauthorized access to the content of the message consisting of the Service.
11. In order to increase the level of safety, Service Recipient should:
 - a) use the Software carrying valid certificates,
 - b) use antivirus and firewall Software providing real-time protection,
 - c) determine the access password to the Account, consisting of at least eight characters, including uppercase and lowercase letters, numbers and special characters,
 - d) update the Software installed on the devices used to access the Service,
 - e) use only original Software.
12. It is forbidden to use the Portal and its functionality, in particular Software, using hardware or Software that is designed or adapted to use the Service in violation of the Regulations, the Agreement, Price List or distort normal operation of the Portal or its functionality.
13. The Service Provider reserves the right to temporary unavailability of the Portal or Services for technical reasons and will do utmost diligence to make unavailability occurred at night and lasted as short as possible.
14. In the event of unavailability of the Software lasting more than eight hours, the period for which the fee is already paid, the right to use of the Software will be extended by a period of unavailability, but not less than one day.

§ 4 PAYMENT

1. Service Provider shall be entitled to Remuneration for the use of the Software, in the amount determined in the Price List.
2. The Remuneration shall be paid in advance, after choosing one of the options provided for in the Price List by the Service Recipient.
3. Any payments due to the Service Provider may be made only by means of payment methods provided in the Portal.
4. Paid use of the Software, at the request of Service Recipient will be confirmed by issuing invoices within seven days of receipt of payment.
5. The Parties recognize and accept the use of electronic invoices. The authenticity and integrity of electronic invoices will be ensured by sending invoice from the e-mail address ending domain „Brandspy.com” or sharing it in a part associated with Portal Account.

§ 5 PERSONAL DATA

1. The Service Provider processes personal data to the extent necessary for the conclusion and execution of the Agreement, and with the consent of a person authorized, in a wider scope, based on the principles defined in the documents indicated by consent. Processing of personal data also includes right to use data for marketing and advertising.
2. In any case, the Service Provider does not process personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, religious, Party or trade union, as well as data concerning health, genetic code, addictions or sexual life.
3. Every person has the right to control the processing of data relating to him, especially the right to:
 - a) obtain an information about the purpose, scope and method of processing data,
 - b) obtain an information about the source of the origin of the data relating to him, unless the Service Provider shall not be obliged to keep it confidential,
 - c) obtain an information about how to share data, in particular, about the recipients or categories of recipients to whom the data are available,
 - d) request to supplement, update, or correct personal data, temporary or permanent suspension of their processing or removal if they are incomplete, outdated, untrue or collected in violation of the law or are no longer necessary to achieve the purpose for which it was collected,
 - e) object to the processing of data, if the Service Provider intends to process them for marketing purposes or for transfers of personal data to another data controller.
4. The Service Provider shall provide the information referred to in paragraph 3 within 30 days from the date of receipt of the request.
5. Service Recipient agrees to put his name/logo on the website of the Service Provider in the "Clients" section.

§ 5 COMPLAINT PROCEDURE

1. Service Recipients who have entered into the Agreement may raise any objections to the activities of Service Provider and Services provided in the form of a complaint.
2. Service Recipients who have not signed the Agreement may submit a complaint in the form of any reservations concerning the conclusion of the Agreement.
3. Recognition of the complaint requires the data, which providing shortens time of handling the complaint. For this reason, the complaint shall specify:
 - a) name, last name and the address or name and the address of the person from which complaint originates and, if necessary, of the person acting on behalf of that person,
 - b) the nature of your complaint and introduction to circumstances justifying it,
 - c) Account or the date of the Agreement conclusion, which complaint applies to,
 - d) information on the expected manner of the complaint and possible settlement of claims.
4. If the complaint does not contain the information specified in paragraph. 3, the Service provider may ask for supplementing it, specifying the scope of this supplement and the date. The lack of activity on completing the complaint within the prescribed period, the Service Provider considers the withdrawal of the complaint, which does not exclude the re-application.
5. The Service provider does not call for supplementing the complaint if it is not necessary for proper consideration of the complaint.
6. The complaint may be submitted in writing, as well as by using other means of communication at a distance, including electronic means.
7. The Service Provider shall review the complaint within 30 days of its receipt, sending information about its acceptance or rejecting before that date.
8. If the Service Provider does not respond to the complaint within the time limit, it is believed that it takes into Account a whole, which is tantamount to an admission indicated in the complaint circumstances.
9. Consideration of a complaint does not imply recognition of reported claims, both in principle and height. The Service Provider shall inform the Service Recipient that the claims were recognized only directly, through the reply.

§ 6 FINAL PROVISIONS

1. Data of the Service Provider and its operations are made available on a regular basis, through the Portal.
2. Service Recipient has a right of obtaining free access to the Regulations at any time. Regulations are available at the the Portal in a form that allows downloading, saving and printing it.
3. In the event of issuing new Regulations or including any amendments to the existing and binding Regulations, the Service Provider shall provide the Service Recipient the information about the proposed changes via e-mail and through the Portal. Changes are binding if the Service Recipient does not terminate the Agreement within 14 days. In the event of termination of the Agreement during the period for which fee is already paid for the access to the Software, the Agreement shall terminate at the end of this period.
4. The Service provider shall not be liable to Recipients for failure to perform or improper performance of Services for reasons beyond the Provider in particular for reasons attributable to the third parties or due to force majeure.
5. All rights to the Website including copyrights, property rights, rights to its name, Internet domain, website, as well as patterns, forms, logos belong to the Service Provider, and their use can be carried out only in the way defined and in accordance with the Regulations.