

TERMS AND CONDITIONS FOR PROTECTI MOBILE SERVICE

These Regulations are established on the basis of art. 8 clause 1 point 1 of the Act of July 18, 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended) and Art. 8 et seq. Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended). These Regulations are available to the Subscriber free of charge via the website www.protecti.eu, which provides the opportunity to become familiar with its content before starting to provide services. The Regulations are available as a PDF file that allows the Subscriber to download, save and print it.

Glossary:

Working days - days of the week from Monday to Saturday, excluding public holidays.

Subscriber – a person, legal person or organizational unit with legal personality using the Services.

Authorization data - the Subscriber's data (login and password) provided by him to activate the Service, as well as enabling logging in to the administrative panel and using the Services.

Consumer – Subscriber who performs with the Service Provider legal action not related directly to its business or professional activity.

User Account (or Account) - the space available to the Subscriber, created as a result of registration, enabling the use of Services provided by the Service Provider.

PDF - (Portable Document Format) file format with the same name developed by the company Adobe Systems to preserve text files and other documents.

Subscription fee - a monthly or annual fee charged in advance and in accordance with the applicable Agreement for subscriber's use of the Services provided by the Service Provider. Regulations - these regulations are available on the website protecti.pl.

Agreement - An agreement concluded between the Service Provider and the Subscriber on the basis of which the Service Provider provides the Subscriber with Services.

Service - Protecti Mobile service provided by the Service Provider to Subscribers, consisting of blocking websites on mobile devices.

Service Provider - an entity providing Services, which is "COMDREV.PL" Spółka z o.o. with registered office in Szczecinek 78-400, Plac Winniczny 12, registered by the District Court in Koszalin, 9th Department of the National Court Register under the number KRS: 0000318611, NIP number 6731030450, REGON 330404489, having share capital in the amount of PLN 50,000.00. Protecti is only a brand of the product, and all liability provided for by the parties to the Agreement is by the Service Provider.

The Service Provider can be contacted via e-mail: kontakt@protecti.pl, or by phone at 943748569 and also in writing to the address ul. Plac Winniczny 12 (78-400 Szczecinek).

I. General provisions

1. The Regulations specify the rules for ordering and providing the Service by the Service Provider, Technical conditions to be met by the Subscriber, the Subscriber's rights to withdraw from the contract, and the rules for submitting and examining complaints.
2. The Service Provider provides the Service free of charge (especially during the test period) or for a fee, depending on the concluded Contract or offer presented, The scope of paid Services, the amount of fees and the manner of their payment in the absence of a different contract or offer is regulated by Annex 1 to the Regulations.
3. Each subscriber is obliged to read the Regulations before using the Services.

II. Technical conditions for the provision of Services

1. The technical condition for using the Services provided by the Service Provider is to have a properly configured mobile device with Android system minimum version 8.0
2. Technical requirements necessary to use the Services for stationary devices:
 - A. internet connection;
 - B. correctly configured browser in accordance with the standards of Microsoft Internet Explorer version not lower than 8.0 or Opera version 16 and higher or Firefox version 12. The Service Provider shall not be liable for problems arising from the use of browsers not meeting this requirement;
 - C. minimum requirements for users of the Protecti mobile application a correctly configured mobile device with Android at least version 4.4
 - D. Cookies and Java Script enabled.
3. The Service Provider does not impose any restrictions on the type of mobile devices or device manufacturers on which the Service may operate, however such restrictions may result from reasons beyond the Service Provider's control, in particular restrictions introduced by device manufacturers or other applications. The site protecti.pl has a list of devices compatible with the Service.
4. If the Subscriber uses equipment or software that does not meet the technical requirements set out above, the Service Provider does not guarantee the correct start of the Service and reserves that this may have a negative impact on the quality of the Services provided.

III. Account registration

1. Completing the registration procedure is necessary to create an Account by the Subscriber, which enables the Subscriber to use the Services.
2. The Subscriber may register an Account on the Website through the 'Registration' tab available on the Website's login page.
3. In order to register an Account, the Subscriber should provide:
 - a) email address;
 - b) login password;

4. After entering all necessary data to send an account creation request, the Subscriber must necessarily accept the Regulations by unchecking the check box created for this purpose, as well as accept other information or statements necessary to start using the Service.
5. The authorization data is the email address and password provided by the Subscriber.
6. Along with the creation of the Account between the Service Provider and the Subscriber, a contract for the provision of electronic services is concluded.

IV. User's account

1. At the end of registration, an individual User Account is created. The subscriber has the right to exclusive and arbitrary use of the User Account, the use of which is limited by the provisions of these Regulations, the provisions of generally applicable law and the principles of social coexistence. With the creation of a User Account, the Subscriber may start using some of the Services provided by the Service Provider, for which Account registration is required.
2. In order to use the User Account, the Subscriber is obliged to provide his Authorization Data each time he logs in. The subscriber is obliged to protect the above data from disclosure to unwanted persons.
3. A subscriber may have only one User Account.
4. The User's account may be blocked or deleted in the event of irregularities found by the Service Provider resulting from the Subscriber's failure to comply with the provisions of these Regulations, after prior notification to the Subscriber and a request to stop the violations. In urgent cases threatening to cause damage to the Service Provider, the Account may be blocked without prior notice. The user account may also be deleted in the absence of any Subscriber activity on the Account for an uninterrupted period of 6 months.

V. Terms of Service

1. Preferably the Service is carried out using an Account in which all functionalities made available by the Service Provider are available. Access to the Account is protected by Authorization Data. The subscriber does not need to install any software components to use the Service. To use the Service on a mobile device, it is necessary to download the Protecti Mobile application from the Google Play store
2. The Subscriber shall not disclose Authorization Data to third parties.
3. The Subscriber may use the Service only to the extent specified in the Agreement and these Regulations.
4. The Subscriber undertakes to use the Service in accordance with Polish law and its intended use and not to undertake actions consisting in particular in:
 - a) transferring to third parties the right to use the Service without consent and knowledge Service Providers,
 - b) deliberately or unknowingly causing instability of the Service system,

c) deliberate or unconscious action leading to the commission of an offense within the meaning of applicable law,

d) infringement of third party rights, in particular copyright infringement.

5. The Service Provider has the right to introduce additional technical safeguards at any time to prevent the Subscriber from taking actions contrary to the provisions of these Regulations.

6. In the event of a breach of the provisions of these Regulations, the Service Provider is entitled to suspend the further provision of the Service to the Subscriber or to partially limit its functionality, as well as to take other actions to prevent the effects of violation of the Regulations, after having called the Subscriber to stop the violations and designate appropriate time limit, not shorter than 3 days.

7. The Service Provider undertakes to provide the Service to the Subscriber on an ongoing and continuous basis.

8. The Service Provider reserves the right to:

a) periodic interruptions in the provision of Services for the purposes of system expansion or software update, after informing the Subscriber of this fact via e-mail,

b) sending to the e-mail accounts provided by the Subscriber technical messages related to the functioning of the Service and information about current offers and promotions.

9. The Service Provider's liability in the case of Subscribers who are not Consumers for lost profits and indirect damages is excluded.

10. The Subscriber is obliged to immediately inform the Service Provider of any changes to his personal data provided during the registration process of the Service.

VI. Service functionality

1. The Service has the following functionalities, however the scope of functionalities made available to the Subscriber depends on the version of the Service and the concluded Agreement:

a) Content filtering based on catalogs and lists of white and black domains indicated by the Subscriber. The subscriber has an Administrative panel at its disposal

(<http://www.protecti.eu>) the Protecti Mobile mobile application available in the Google Play store and the Protecti Manager application available for download from Google Play or the App Store for system management without visiting www.protecti.eu. Using these tools, the Subscriber defines Protecti filters, white and black lists, indicating, among others to illegal domain addresses or by allowing the opening of certain pages. When filtering, the Subscriber may also use the filtering category.

b) creating a profile by the Subscriber with their own preferences of filtered content and the ability to connect to the Service devices indicated by the Subscriber,

c) monitoring by the Subscriber how users use the Internet access service using simple statistics.

d) verification of the effectiveness of using a device with Internet access through the database of statistics available in the administrative panel for the Service, where the verification is carried out on the basis of the ratio of blocked to unblocked domain queries. The User may turn off statistics in the System at any time

e) Option to specify the range of hours during which the Subscriber will have access to the Internet using the application in the form of a calendar.

2. The Service Provider reserves that individual variants of the Service differ in functionalities. The detailed scope of functionality results from Annex 1, unless a separate agreement has been concluded in this regard between the Service Provider and the Subscriber.

VII. Terms of withdrawal

1. Pursuant to the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended), a Subscriber who is a Consumer may withdraw from a distance or off-premises contract without giving a reason within 14 days of its conclusion. A statement of withdrawal from the contract may be submitted in writing to the address of the Service Provider's registered office or to the email address: kontakt@proctcti.pl. The sample template of the declaration that can be used is Annex 2.

2. The statement of withdrawal from the contract delivered to the Service Provider has the effect as if the contract had never been concluded, i.e. in this way resignation from using the Service.

Submission of a statement of withdrawal from the contract is not associated with the consumer incurring any costs or payments, unless the consumer has agreed to start providing the service before the deadline to withdraw from the contract. In this case, the Consumer will be required to pay a fee for the Services already fulfilled.

VIII. Complaints

1. The Service Provider undertakes to properly provide Services in accordance with generally applicable law and the principles of social coexistence.

2. In the event that the Service provided by the Service Provider does not function or functions improperly, as well as in the event of non-compliance in payments, the Subscriber shall be entitled to lodge a complaint.

3. In the complaint, the Subscriber should provide the following data:

A. name and surname,

B. address - in the case of a written complaint,

C. description of the problem,

D. determination of the claim.

4. In the absence of any of the elements indicated in the above point, the Supplier shall call the Subscriber to fill in the deficiencies within 7 Business Days, unless the Subscriber has not provided the address in the written complaint. In the event that the shortcomings are not filled in by the deadline or the address is not indicated, the complaint will be left without consideration, unless the content of the complaint indicates that it may also be considered in the event of deficiencies.

5. The subscriber may submit complaints in writing to the address of the Service Provider's registered office or by electronic mail to the email address kontakt@protecti.pl

6. The Service Provider shall immediately, however not later than within 14 calendar days from the date of receipt of the complaint, take a position regarding the submitted complaint and inform the Subscriber of further proceedings. The Service Provider will immediately notify the person submitting the complaint in writing or via e-mail to the e-mail address provided in the application about the result of considering the complaint.

IX. Personal data protection

1. The Administrator within the meaning of the GDPR is the Service Provider.
2. Contact details of the personal data administrator are on the first page of the Regulations.
3. The personal data administrator processes the data of the Subscribers indicated during the Account registration, i.e. the e-mail address.
4. The administrator processes data in order to:
 - creating a User Account and providing Services (art.6 par.1 lit.b RODO - processing for the purpose of performing the contract);
 - handling complaints and claims (art.6 par.1 lit.b and c RODO - performance of the contract and fulfillment of the legal obligation);
 - provided that the Subscriber has given such consent, telephone contact to the phone number provided in the form for direct marketing by the entity cooperating with the Service Provider (legal basis - Article 6 paragraph 1 point a of the GDPR in connection with Article 172 of the Act - telecommunications law - your consent);
 - if the Subscriber has given such consent, sending commercial information (legal basis - Article 6 paragraph 1 point a of the GDPR in connection with Article 10 paragraph 2 of the Act and the provision of electronic services - your consent);
 - disclosing data to authorized state bodies (art.6 par.1 lit.c RODO - fulfilling the legal obligation).
5. The recipients of personal data are entities cooperating with the Service Provider in the field of legal and accounting services.
6. The data storage period is analogous to the Account registration period.
7. The administrator ensures that he applies appropriate technical and organizational conditions to ensure the security of personal data being processed before disclosure.
8. In cases justified by law, the subscriber is entitled to demand from the Administrator of personal data access to his personal data, rectification, deletion or limitation of processing, objecting to processing, as well as transferring data. Furthermore, the Subscriber is entitled to withdraw consent and lodge a complaint with the supervisory authority.
9. Providing personal data by the Subscriber is voluntary, however, without providing personal data, Services cannot be provided.

X. Final provisions

1. The Service Provider has the right to amend these Regulations. Amendments to the Regulations enter into force on the date indicated by the Service Provider, not less than 7 days from the date they are available on the website www.comdrev.pl. Agreements concluded before the date of entry into force of amendments to the Regulations are implemented on the basis of the provisions in force on the date of conclusion of the Agreement.
2. In matters not covered by these Regulations, the provisions of Polish law shall apply, in particular the Civil Code, the Act on the provision of electronic services and the Act on consumer rights.
3. These Regulations shall apply from February 1, 2020.

Annex 1 - Scope of the Service and payments

Fuctionalities	Subscription fee							
	First 60 days (trial)		After 60 days trial		Yearly Subscription fee 25% discount		After 365 days of free version	
Content filtering		0 zł		3,99 zł/month		35,91 zł/year		0 zł
Own profile								
Service monitoring								
Statistics								
Internet blocking calendar								

1. The Subscriber undertakes to make payments for Services provided by the Service Provider in advance for the entire billing period, up to 14 days of the day of the month in which the Service will be provided.
2. Payments for services rendered by the Service Provider shall be made via a bank transfer to the Service Provider's bank account
3. The date of payment is the date on which the Service Provider's bank account is credited.
4. Late payment of fees by the Subscriber will result in charging statutory interest for delay for each day of delay in payment.
5. The fee for the Service paid by the Subscriber does not include costs related to obtaining Internet access, purchase of equipment and software to use the service, registration and maintenance of internet domains, designing and modifying websites, software configuration, etc. Proper use of the Service requires the Subscriber having appropriate knowledge as well as hardware and software resources.
6. If the Subscriber agrees, invoices will be delivered in electronic form. An additional monthly fee of PLN 10 will be added for posting invoices by post.
7. The maximum time of using the Service in the free version by the Subscriber is 365 days. After that period the service is blocked.

Annex 2 - withdrawal formula

WITHDRAWAL FROM THE CONTRACT

(this form should be completed and returned only if you wish to withdraw from the contract *)

date: _____ year

[Full name]

**„COMDREV.PL” Spółka z o.o.
Plac Winniczny 12
Szczecinek 78-400**

WITHDRAWAL FROM THE CONTRACT

I hereby inform about my withdrawal from the contract for the provision of the following service:

_____, concluded off-premises on:

_____.
