

APPLICATION TERMS AND CONDITIONS

Story Planet Go

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§1. GENERAL PROVISIONS

1. These Terms and Conditions apply to the services provided by the Administrator via the StoryPlanetGo application. The User is obliged to read the Terms and Conditions, accept its contents at the time of registration, which is a prerequisite to use the services provided by the Administrator and comply with its provisions during the term of the contract between the parties. Before concluding a contract covering the services indicated in the Terms and Conditions, the User (1) confirms that he has read the Terms and Conditions, (2) confirms that he has read the information clause regarding the processing of his personal data, (3) if he is a consumer, he consents to the provision of services by the Administrator before expiration of the withdrawal period and acknowledges that he loses the right to withdraw from the contract.
2. Visitors to the Application can read the open content made available in the Application. However, he will not be considered a User and will not be able to use the services. However, the Terms and Conditions may have an informative value for such a person.
3. In order to register and use the services provided by the Administrator, it is necessary to have a mobile phone with access to the Internet with the iOS or Android operating system installed on this device, enabling downloading and installing the Application, and a web browser.
4. Definitions:
 - a) **Application** – the StoryPlanetGo application belonging to the Administrator, through which he provides the services specified in these Terms and Conditions, and Users can buy/sell digital content in the form of a Trip;
 - b) **Administrator** – SP sp.z o.o. with its registered office in Białystok at ul. Żurawia 71, 15-540 Białystok, share capital: PLN 5,000, NIP: 9662146888, REGON:71041900730, KRS: 0000880842;

- c) **User** – a natural person with full legal capacity, a natural person conducting business activity, a legal person or an organizational unit without legal personality that uses services provided electronically by the Administrator;
 - d) **Partner** – an entrepreneur, a natural person with limited legal capacity, a natural person conducting business activity, a legal person or an organizational unit without legal personality that cooperates with the Administrator on the basis of a separate agreement providing the Partner with cooperation with the Administrator as part of the Application on individual terms;
 - e) **Visitor** – a User who purchases a Trip via the App;
 - f) **Trail Creator** - a User who posts the offer of the Trip plan via the Application;
 - g) **Registration form** - a questionnaire available in the Application, enabling the creation of an Account;
 - h) **Account** - marked with an individual name (login/email address) and password provided by the User, a set of resources in the Administrator's ICT system in which the User's data is collected;
 - i) **Agreement** - an agreement for the provision of services provided by the Administrator via the Application, concluded between the Administrator and the User for an indefinite or definite period, in Polish, under the conditions set out in the Terms and Conditions;
 - j) **Terms and Conditions** – these Terms and Conditions;
 - k) **Trip** – a work recorded in digital form (digital content), whose author or authorized entity is the User, which may consist of content in the form of one or more works, in particular texts, photos, videos or graphics, and which is a Trip plan created by the User and posted in the Application, excluding the content and functionality provided by the Application; The User is not entitled to place his own advertising content or third party advertising content in the content of the Trip. The Trip also includes an abbreviation that is a framework description of the offer.
5. The Administrator provides the following services as part of the Application:
- a) collecting User data,
 - b) access to the content posted in the Application, including the Registration Form;
 - c) keeping the Account and editing it;
 - d) enabling Users to create Trips using the wizard and functionality of an interactive map with a voiceover;
 - e) enabling the placement of Trips in the Application;
 - f) enabling Users to sell or purchase Trips,
 - g) enabling viewing and searching for Trips using filters,
 - h) enabling the use of other functions available in the Application, in particular services tailored to the individual needs of the Partner, specified in a separate agreement.
6. The Administrator can be a seller of Trips, in which case the Trip is marked as "Story Planet Go Trip". The obligations of the Administrator acting as a seller of Trips, the provisions about the User - Trail Creator apply accordingly.
7. The Administrator provides its services within the territory of the Republic of Poland and beyond its borders, but only within the EEA.

§2. SECURITY OF USING THE APPLICATION

1. The User is obliged to use the Application in a manner consistent with these Terms and Conditions, applicable law, principles of social coexistence and decency.
2. The User declares that each of his actions is lawful, does not infringe the rights of third parties, in particular does not infringe personal or proprietary copyrights, exclusive rights, any other intellectual property rights, personal rights, business secrets, confidential information constituting personal data and rights to the image. The Application User declares that he is the sole administrator of the Trips and any other content placed in the Application. The administrator points out that the use of trademarks (in the form of words and logos), graphics, photos or names may constitute a violation of copyright and personal rights of third parties.
3. The User is obliged to provide true, factually correct data and is obliged to protect his access data against access by third parties. If the data changes, the User is obliged to correct or update them.
4. The password allowing the User to log in to the Application website is private and confidential. Only one User may use one Account.
5. As part of using the Application, it is forbidden to take any actions that cause or could cause destabilization of the operation of the Application or other IT systems used by the Administrator in connection with the provision of services described in the Terms and Conditions. Any attempts to introduce harmful software into the IT system (in particular, such as bots, viruses, spyware, "worms", etc.) are not allowed.
6. It is recommended that the User: regularly checks and verifies the working environment of the device on which the Application is installed in terms of security, applies security measures on the device on which the Application is installed, in particular: keeps the anti-virus and system software used on such a device up-to-date, passwords or other methods preventing access to such a device by unauthorized persons, regularly cleared the history, registers and cookies from such a device, did not use the function of automatic saving of authentication data on such a device, which enables access to the Application and Account.
7. Using the Application may involve a potential risk on the part of the User. The basic threats related to the use of the Internet include: scripts or applications that have a harmful, criminal or malicious effect on the ICT system, spyware, phishing of confidential personal information (e.g. passwords) by impersonating a trustworthy person or institution or hacking into the User's ICT system. In order to protect oneself against the above-mentioned threats, it is recommended to use the content delivered via the Internet carefully and responsibly and to use security measures (e.g. complex passwords, software updates, not opening content of unknown origin).
8. Each User should report any violation of the Terms and Conditions by other Users, in particular violation of the rights of third parties by other Users of the Application. Reporting violations is possible via the e-mail address: contact@storyplanetgo.com and using the form located in the upper right screen next to each Trip - "Report a violation". The notification, regardless of its form, should indicate the circumstance violating the Terms and Conditions, the time of its observation and the User who would have committed the violation. As a result of the notification, the Administrator contacts the User to whom the notification relates in order to clarify the allegation. A User who violates the provisions of these Terms and Conditions or the provisions of generally applicable law may be requested by the Administrator to cease violations as a result of a prior notification. The summons will be sent via e-mail to the User's e-mail address provided during registration. In the event that the call turns out to be ineffective and the User continues to violate the provisions of these Terms and Conditions or the standards of generally applicable law, the Administrator reserves the right to

delete his Trip, as well as delete the Account, which is tantamount to the immediate termination of the Agreement for the provision of electronic services, and also to block the Trip from the moment the Administrator becomes acquainted with the application until the disputed issues are clarified. Blocking the Trip results in a temporary inability to purchase it and use it by Visitor Users. Setting up a new Account by a User whose Account has been deleted requires the prior express consent of the Administrator. The Administrator may also hide the User's Trip, for which, as a result of the report, he obtained knowledge of a suspected violation of the law or the Terms and Conditions from other Users, or temporarily block the Account until the User's position is obtained. If the Trip is deleted or remains unavailable due to the above-mentioned procedure, the Visitor who previously purchased this Trip will not be able to use it and it will be removed from their Account. The Visitor acknowledges and accepts that any claims arising from the inability to use the Trip due to the fact of infringement of third party rights will be addressed to the User - the Trail Creator as the seller.

§3. USER ACCOUNT

1. To be able to take full advantage of the Application's capabilities, it is necessary to carefully read the Terms and Conditions and accept its terms.
2. Registration of Users in the Application (creation of an Account) is possible via:
 - a) The registration form is available in the Application after downloading it to a mobile device, which should be completed with the required data, set a password to protect the Account, and then click the button used to confirm the registration. Before confirming the registration, it is necessary to confirm that you have read the information clause regarding the processing of personal data by the Administrator, placed as a separate clause under the Registration Form, and to confirm that you have read the content of these Terms and Conditions.
 - b) The second way is to register through one of the portals:
 - i. Facebook,
 - ii. Instagram,
 - iii. Google +,- after (1) confirming that he/she has read the information clause regarding the processing of personal data by the Administrator, placed as a separate clause under the Registration Form, (2) confirming that he/she has read the content of these Terms and Conditions, he/she will be transferred to the external website of the selected portal in order to complete the registration process. The Account User Agreement with the Administrator is concluded for an indefinite period.
3. After completing the Registration Form, including data such as: name and surname, e-mail address, and in the case of entrepreneurs, the entrepreneur's name/company, e-mail address. The User receives a link to confirm the registration to the e-mail address provided in the Registration Form or to the e-mail address by which the User uses Facebook, Instagram or Google +.
4. The moment of concluding the Agreement for the provision of services is the day on which the User confirms (clicks) the link used to confirm registration in the Application.
5. After registering in the Application, Users have the option of sending other people referral links generated in the Application.

6. The User who wants to change the Account data may do so at any time by editing the data in the Application, after clicking on the "Profile" tab, and then "My data". Before making the first purchase of the Trip, the User - Visitor is obliged to provide additional data, i.e. his address and confirm the information that he is a consumer, which can be done in the "My data" tab. Before posting the first Trip, the User - the Creator of the route is obliged to provide his additional data, i.e. declare whether he is an entrepreneur, and if so, provide his NIP number, KRS and address. Changed data should be accepted with the "Save" button.
7. Users who have forgotten or otherwise lost the password selected during registration have the option of using the "Remind password" option, thanks to which a message with a password reset link will be sent to the User's e-mail address provided during registration. The link is sent no later than 24 hours from the date of using the "Remind password" option. If the User does not receive the link, please contact the Administrator by e-mail at contact@storyplanetgo.com
8. Using the Application for Account Users is voluntary and free of charge. Fees for having an Account are charged only to Partners. In addition, the Administrator collects the commission referred to in § 6 of the Terms and Conditions from the Users - Creators of the trail.
9. The Administrator has the right to terminate the Agreement concluded with the User with a 14-day notice period. The User will be informed about the termination of the Agreement by e-mail sent to the e-mail address assigned to the Account. Termination of the Agreement does not affect the 24-month duration of the license for the Trip, starting from the date of termination of the Agreement, as referred to in § 9 section 1 of the Terms and Conditions.
10. The User may terminate the Agreement concluded with the Administrator at any time by sending a statement of resignation to the address of the Administrator's registered office - SP sp. z o.o. st. Żurawia 71, 15-540 Białystok, to the e-mail address: contact@storyplanetgo.com, however, taking into account the 24-month duration of the license for the sold Trips after the end of the Agreement, as referred to in § 9 section 1 of the Terms and Conditions. The statement can also be submitted via the contact form available in the Application.
11. If the User sends the so-called spam or the use of words commonly considered offensive or violating the personal rights of other Users, the Administrator reserves the right to temporarily or permanently disable the User who commits the above activities, the possibility of posting content in the Application.

§4. FUNCTIONALITY OF THE APPLICATION

1. The basic function of the Application is:
 - a) publishing content in the form of Trips by registered Users - Trail Creators,
 - b) intermediation in the purchase of Trips between the User - Trail Creator (seller) and the User - Visitor (buyer),
 - c) enabling Partners based on the Terms and Conditions of a separate agreement between the Partner and the Administrator:
 - placing advertisements, price lists, logos and other commercial information,
 - placing links and redirects to websites belonging to them.

Sale of Trips

2. Users - Creators of the trail within the Application have the option of independently creating and publishing offers of Trips, created on the basis of their own experiences, concepts and inspirations. The content of a given Trip offer may only be interfered with by the Trail Creator who published it by clicking the "Edit" button next to each Trip. In order to publish a Trip, the Trail Creator clicks the "Add Trip" button, and the Application directs him to the wizard in which he creates the Trip - he adds its description, enriches it with graphics, multimedia, photos or other works of his own authorship and marks the points of the Trip on the map. The Trail Creator is obliged to name the Trip. After completing the edition of the Trip, the Trail Creator is obliged to accept the created project by clicking the "Done" button. At the same time, the Trail Creator is obliged to prepare a short description of the Trip available free of charge when browsing the offer, including 3 points on the route. Once a Trip is published, it is not possible to edit the Trip structure. Changing the structure (e.g. changing the content, adding new points on the trail) saves the new version of the Trip without simultaneously deleting the previous version. The previous version of the Trip is not sold, but remains available to Users who have purchased it.
3. The Trail Creator publishes the Trip in the Application free of charge. The Trail Creator independently sets the price of the Trip plan published by him, which is a digital content and can be purchased by the Participants - Visitors many times. The cost of the Trip cannot be lower than PLN 30 gross in Poland, EUR 10 gross in other EU countries.
4. Trips are published automatically. The Administrator does not moderate offers unless he obtains credible information that a given User infringes the rights of third parties. The administrator has provided a special "Report" button for current and quick reporting of observed violations. The procedure for reporting violations is described in § 2 section 8 of the Terms and Conditions.
5. If the User - Trail Creator is an entrepreneur, before expressing the will to be bound by the sales contract, the User - Visitor receives from the User - Trail Creator the information referred to in art. 12 sec. 1 of the Act of 30 May 2014 on consumer rights, including, among others, the identity of the seller, the method of contact with the User - Trail Creator, the functionality of digital content, technical means of its protection, any significant interoperability of digital content with computer hardware and software, as well as the fact that the User - Visitor is not entitled to withdraw from the contract concluded by him sales contract pursuant to art. 38 point 13 of the Act of 30 May 2014 on consumer rights. Fulfillment of the information obligation related to the provisions on consumer rights is the responsibility of the User - Trail Creator. Complaints related to the purchased Trip, the User-Visitor submits directly via a private message to the Trail Creator, sent to the e-mail address provided in his profile.
6. The Administrator enables Users - Creators of trails, who are obliged entities, to post on their profile the full content of information for potential customers referred to in par. 5. Additionally, the User - Trail Creator may send relevant information to the Users - Visitors in the form of an e-mail to the address provided in the Application.
7. Each User - Trail Creator who is an entrepreneur will issue an appropriate accounting document in connection with the sale. The Administrator will make it possible, using the available API, to issue an appropriate document to the User - Visitor and deliver this document to the e-mail address of the User - Visitor provided as part of the Account in the Application.

8. The User - Trail Creator undertakes to conclude and perform sales contracts and pay the Administrator remuneration in accordance with § 6.
9. The User - Trail Creator undertakes to prepare the Trips in a careful and professional manner with the utmost care.
10. The User - Trail Creator is not entitled to sell Trips to Visitors Users outside the functionality of the Application.
11. The User - Trail Creator is obliged to comply with generally applicable laws regarding the processing of personal data of Users - Buyers and consumer rights, if the law imposes such an obligation on him. The User - Trail Creator, together with the confirmation of the purchase and relevant accounting documents resulting from the sale, will provide the User - Visitor with information regarding the processing of personal data by him.

Purchase of Trips

12. The purchase of a Trip by the User - Visitor is possible by selecting the Trip found in the browser - the "Routes" option in the Application or searched using the search engine provided in the Application that allows searching for a route near the location selected on the map. The purchase of the Trip is made by clicking the button containing the price next to the offer. User - Visitor acknowledges and agrees, by clicking the checkbox as part of the Application's functionality, to start providing the service before the deadline to withdraw from the contract and acknowledges that he has lost this right.
13. The User - Visitor pays the appropriate fee through one of the payment methods offered by: Google Pay and Apple Pay. The sales contract is concluded after successful payment. Payments made on-line via the Application result in a direct redirection to the functionality of the Google Pay platforms (service provided by Google Ireland Limited based in Dublin (Ireland) or Apple Pay (service provided by Apple Inc. based in Cupertino, USA) In order to use the offered payment methods, the User is obliged to accept the terms and conditions of services provided by a given payment operator.
14. The purchased Trip is released automatically by unlocking access to the Trip as part of the Application's functionality. The User - the Visitor gains access to the Trip for a minimum of 6 months and may return to the Trip many times during this time, as it is available in the "Purchased" tab in the administration panel of the Application.
15. Users can search for Trips via the Application through the search engine available as part of the Application's functionality.
16. Complaints regarding the Trip, the User-Visitor submits directly to the User-Trail Creator by contacting him via the provided e-mail address of the User-Trail Creator.
17. Users - Visitors can rate the Trip they have purchased by selecting a star rating from 1-5, and comment on the Trip by posting a comment on the Trip purchased. Comments that violate the provisions of these Terms and Conditions, rules of social coexistence, good name or third party rights may be removed or censored by the Administrator, provided that he receives a notification of content violating the law or these Terms and Conditions, sent to the e-mail address contact@storyplanetgo.com or via the contact form available in the Application.

18. The User can create a list of "favourite" Users, which will be visible after clicking the "More" option in the Application.

§5. COMMISSION PAYMENT

1. For the duration of the service, the User-Trail Creator grants the Administrator a power of attorney to accept remuneration on his behalf from Users-Visitors in the amount of the price due for the sale of Trips.
2. The Administrator as a proxy is not the other party to the legal action that he performs on behalf of the User - Trail Creator. The power of attorney includes the authorization to grant further powers of attorney.
3. The Administrator is entitled to remuneration from the User - Creator of the route for intermediation in the sale of Trips through the Application in the amount of commission deducted from each Trip concluded via the Application. The amount of the net commission is 50% of the price of the Trip paid by the User - Visitor after deducting the commission of the payment agent, i.e. Google Pay / Apple Pay.
4. The Seller consents to the deduction by the Administrator of the commission referred to above from the amount of remuneration paid by the User - Visitor for the sale of the Trip.
5. Settlement between the Administrator and the User - Trail Creator takes place by making a payment to the bank account of the User - Trail Creator provided in the Application once a month by the 20th day of the following month following the end of each calendar month, with the settlement covering the entire amount of the sale after deducting due commissions, which was accrued during the calendar month to which the settlement relates.
6. By the 15th working day of the month following the month to which the settlement relates, the administrator will issue an invoice or other appropriate accounting document covering the collected commissions. The User - Trail Creator agrees to issue an invoice or other accounting document in electronic form. The invoice will be available in the "Invoices" tab in the administration panel of the User - Trail Creator.
7. If the payment operator obliges the Administrator to provide data or information about the User - Trail Creator, the Administrator will contact the User - Trail Creator, indicating the data necessary for the payment operator to complete the payment. The commission will not be paid until the necessary information is provided.

§ 6. COMPLAINTS REGARDING THE APPLICATION

1. If the User considers that the Administrator does not provide services in accordance with the Terms and Conditions, he may file a complaint. In such a situation, the User is asked to inform the Administrator about the shortcomings so as to enable the Administrator to respond to them.
2. Complaints should be sent to the following address: SP sp. z o.o. st. Żurawia 71, 15-540 Białystok or by e-mail via e-mail sent to the following address: contact@storyplanetgo.com
3. The content of the notification should include: name and surname, e-mail address, description of the objections raised, as well as your requests.
4. If the data or information provided in the complaint need to be supplemented, the Administrator will ask the User to supplement it in the indicated scope before considering the complaint.

5. The Administrator will respond to such a complaint within no more than 30 days. The response to the complaint is sent only to the e-mail address, unless the User wishes to receive a reply by post.
6. No response from the Administrator within 30 days results in recognizing the complaint as justified (not applicable to complaints submitted by a User who is not a consumer).
7. The complaints referred to in this paragraph concern only the functionality of the Application and the content of the contract with the Administrator. Complaints regarding the content of the Trip should be sent directly to the User - Trail Creator via private message to his e-mail address provided in the Application.

§7. WITHDRAWAL FROM THE APPLICATION ACCESS SERVICE AGREEMENT

1. A User who is a consumer within the meaning of art. 22(1) of the Act of 23 April 1964, the Civil Code has the right to withdraw from a distance contract, without giving a reason, within 14 days from the date of conclusion of the Agreement for the provision of electronic services, including the provision of access to digital content.
2. The above entitlement does not apply if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed before the commencement of the service that after the performance of the service by the entrepreneur he will lose the right to withdraw from the Agreement.

§8. ADMINISTRATOR'S COPYRIGHT PROTECTION

1. All texts, graphics, logos and photos as well as other materials posted on the Application website belong to the Administrator or have been used with the consent of third parties who have copyrights to them.
2. It is forbidden to copy and use the Application, its software, interface, including any graphic or multimedia elements (including maps) without the written consent of the Administrator or another third party holding copyrights to them.
3. The use of the above-mentioned materials without the written consent of the Administrator or other third party who is entitled to copyright is against the law and may be the basis for instituting civil and criminal proceedings against the person committing such action.

§9. LICENCJA

1. By placing all kinds of works in the Application, in particular Trips, their shortcuts, photos, files, videos, graphics, entries, opinions, information, articles and logos, the User grants the Administrator a territorially unlimited, non-exclusive and free license for the duration of the Application access agreement and 24 months after its expiry, to use and dispose of them in part or in whole in the fields of exploitation indicated in section 2 below. The scope of licenses for works includes activities necessary for the provision of services by the Administrator and the dissemination and promotion of the Application and a given Trip. The User agrees to the performance and dissemination of derivative works by the Administrator in the fields of exploitation indicated in section 2 below, and also agrees to modify the Trip in such a way that the Administrator will add Partner points to the map presenting the Trip, marking them as points recommended by the Administrator on the Trip route or other advertising points. Placement of Partner points or other advertising content remains free of charge.

2. The license covers the following fields of exploitation:
 - a) in the scope of recording and multiplying the work - production of copies of the work by printing, reprographic, magnetic recording and digital technique;
 - b) in the scope of trading in the original or copies on which the work or content was recorded - marketing, lending or rental of the original or copies;
 - c) in the scope of dissemination in a manner other than specified in point b - public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making the work publicly available in such a way that everyone can have access to them at a place and time of their choice.
3. The User is fully responsible for the content posted in the Application. In the event of any claims against the Administrator for infringement of third party rights, the User will cover the Administrator's damage resulting from the above in full, and also (within the procedural possibilities) will replace the Administrator in the pending trial or join him as a side intervener.
4. The User - Trail Creator grants the User - Visitor a paid (for the price of the Trip) license, non-exclusive in the EEA for a minimum period of 24 months from the date of purchase for digital content in the form of a Trip. The Visiting User is entitled to display the content of the Trip and only for personal use without the possibility of sublicensing.
5. Termination of the Agreement for the provision of services between the Administrator and the User - Trail Creator, in particular by termination of the Agreement by the User - Creator, results in the inability to sell Trips and the removal of the Account. The account is deleted after the expiry of the period for which the license for Trips was granted, taking into account the 24-month license period after the end of the Agreement in order to perform the contract concluded between the User - Trail Creator and the Visitor.

§10. PERSONAL DATA PROTECTION

1. The User - Trail Creator is the Administrator of Personal Data of the User - Visitor in the scope of the concluded contract for the sale of the Trip and the basis for the processing of personal data is the implementation of the concluded sales contract to which they are both parties. The User - Trail Creator is responsible for meeting his information obligation regarding the processing of personal data.
2. The administrator of personal data of Users or representatives of Users is the Administrator. The personal data processing policy by the Administrator is available in the privacy policy of the Application available at contact@storyplanetgo.com and as part of the functionality of the Application itself (in the User's administration panel).

§ 11. ADMINISTRATOR'S LIABILITY DISCLAIMER

1. The Administrator is not responsible for Users' actions contrary to the Terms and Conditions and for Users' failure to comply with the obligations imposed on them by the relevant provisions of law.
2. The Administrator is not liable for any damage caused by the Users providing untrue, out-dated or incomplete data.
3. The Administrator is not responsible for improper performance or non-performance of contracts concluded by Users with third parties or other Users as a result of responding to offers and advertisements placed in the Application.

§12. FINAL PROVISIONS

1. The Administrator has the right to make necessary breaks in access to services in connection with maintenance or modernization works. The Administrator makes every effort to ensure that the breaks referred to above are as short as possible and least burdensome for Users. The Administrator informs the User about the interruption in access to the services provided via a message in the application, e-mail to the e-mail address registered in the User Account or in the form of a "push" message. Receiving push messages may require their activation in the User's device (phone) settings. The administrator will inform about the above in advance, unless the interruption is sudden.
2. The Administrator reserves the right to change the Terms and Conditions and extend or limit the scope of services offered. Any changes to these Terms and Conditions will require the consent of the User. If the changes to the Terms and Conditions are not accepted within 15 days from the date of notification of the changes, the Administrator reserves the right to limit the User's ability to use the Application until the updated Terms and Conditions are accepted. The Administrator is not obliged to obtain the User's consent to changes of a purely editorial nature (e.g. typos, punctuation, numbering of paragraphs), resulting from mandatory provisions of law, court rulings or decisions of authorities issued against the Administrator and related to the extension of the Application's functionality. In this case, the Administrator will inform the User about the introduced change at least 7 days in advance. If the User does not agree with the introduced changes, he may terminate the contract free of charge by submitting a declaration of non-acceptance of the Terms and Conditions in the changed form and termination. After termination of the Agreement, the license granted to the User - Visitor and the Administrator for the sold Trips lasts for a period of 24 months and the provisions of these Terms and Conditions apply to it.
3. The provisions of these Terms and Conditions are not intended to exclude or limit any rights of the User who is a consumer within the meaning of the Act of 23 April 1964 - Civil Code, vested in him under the mandatory provisions of law. In the event of non-compliance of the provisions of these Terms and Conditions with the above provisions, priority shall be given to these provisions.
4. Any disputes between the Administrator and Users should be resolved amicably. The User may ask the Permanent Consumer Arbitration Court to resolve the dispute or submit an application to the competent Voivodship Inspectorate of the Trade Inspection.
5. Detailed information, contact details and a list of consumer courts of arbitration can be found on the website of the Office of Competition and Consumer Protection. The user may also submit his complaint via the EU ODR (online dispute resolution) online platform, available at: <http://ec.europa.eu/consumers/odr/>.
6. If it is not possible to resolve the dispute amicably, the court competent to settle the dispute with the User who is a consumer within the meaning of art. 22(1) of the Act of 23 April 1964 - Civil Code, the court is competent according to the provisions of Polish law.
7. In the event of a dispute with a User who is not a consumer - the deciding court will be the court competent for the registered office of the Administrator.
8. In matters not covered by these Terms and Conditions, the relevant provisions of Polish law shall apply, in particular the provisions of the Act of April 23, 1964 - Civil Code and other relevant provisions.
9. The Terms and Conditions are valid from September 26, 2022.