System Manager Application Terms of Use

AQ Krystian Bączek

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1 Definitions

- Application – the System Manager software, available as (a) a web application at: `app.smanager.eu` and (b) a mobile application distributed via App Stores.

- Seller – AQ Krystian Bączek, ul. Powstańców 103/23, 05-800 Pruszków, PL, Tax ID (NIP): 5342-66-40-94, the entity providing application services based on a license.

- Authors – entities holding the economic copyrights and intellectual property rights to the Application, who have granted a license to the Seller.

- User – a natural person with full legal capacity who obtains access to the Application for purposes not directly related to their business or professional activity (Consumer).

- App Store – an external distribution platform, such as Google Play (operated by Google LLC) or Apple App Store (operated by Apple Inc.), through which the User may purchase access to the mobile Application.

- Payment Operator – PayU S.A. with its registered office in Poznań, the entity processing payments for subscriptions purchased via the Web Application.

- System – a collection of data, configurations, and bidding calls created and managed by the User within the Application.

- Package – a defined set of functionalities and limits within the Application, made available to the User free of charge or for a fee.

- Token / Token+ – virtual units (medium of exchange) within the Application, entitling the User to use specific special functionalities.

2 Terms of Use

1. Use of the System Manager application is permitted solely upon reading and accepting the *Terms of Use* and the *Application License Agreement*.

2. The Application is intended solely for consumer use (B2C). The User declares that they are acquiring access to the Application for purposes not directly related to their business or professional activity.

3. Access to the paid portion of the application is possible after purchasing a subscription in accordance with the price list available on the website `shop.smanager.eu` (in the case of purchase via the Web Application) or the price list presented in the relevant App Store (in the case of purchase via the mobile application).

4. The Seller reserves the right to modify the contents of individual packages in the price list, change prices and to grant discounts.

5. In the case of a subscription purchase via the Web Application, the User, by requesting the immediate commencement of service provision, expressly agrees to forfeit the right to withdraw from the contract within 14 days. In the case of purchases made through App Stores, the rules for withdrawal from the contract and refunds are governed by the regulations of those Stores (Apple App Store or Google Play).

6. The User does not have the right to copy, share, or utilize the application in a manner other than that provided for in this document.

7. The User is prohibited from publishing profanity or unlawful content within the application, in particular threats, harassment of other users, or pornographic content.

8. All intellectual property rights to the Application belong to the Authors. The Seller declares that they hold the appropriate license from the Authors, entitling them to distribute the Application and provide services on the terms specified in this document.

9. Upon the expiration of the subscription period, access to the paid portion of the application is automatically suspended until the subsequent period is paid for.

10. The User's data and configurations are stored for a period of one month from the date of subscription expiration.

11. During this time, the User may renew the subscription without loss of data.

12. After one month has passed since the expiration of the paid subscription, the Seller reserves the right to permanently delete the User's data from active systems.

3 Types of Packages and Additional Services

1. **General Provisions:** Every User receives exactly one (1) DEMO package free of charge. The User has the right to purchase any number of other paid packages. Users have the right to transfer (move) their Systems between their owned packages, provided that the transferred System is not subject to limitations resulting from the specifics of DEMO package.

2. **DEMO Package:**

   - Offers a Limited System, in which the save limit is 100 bidding calls, conventions are unavailable.

   - To obtain access to an unrestricted System, the User must purchase another package and transfer the data to it.

   - Within the DEMO package, the System transfer function is restricted (Systems cannot be transferred to a DEMO package).

3. **PARTNERS Package:**

- Offers a shared package for one (1) System, available to both the buyer (Owner) and the partner to whom the System has been shared.

4. **Tokens (Regular):**

   - Constitute a medium of exchange allowing Users to utilize special functionalities of the Application.
   - Are granted to the User cyclically (weekly) as part of an active package.
   - A Regular Token has an expiration date and expires 7 days after being granted.
   - Tokens are non-refundable, cannot be exchanged for cash, and cannot be transferred between User accounts.

5. **Token+:**

   - Is a special type of Token that does not have an expiration date (does not expire).
   - Token+ is purchased as a separate product.

4 Payment and Invoicing Rules

1. Payments for subscriptions and Token+ packages acquired via the Web Application are processed by the Payment Operator (PayU S.A.) in accordance with the payment methods made available by that service. Payments for products acquired via App Stores are processed by the operators of those stores (Google or Apple) in accordance with their payment methods.

2. The Seller does not automatically issue VAT invoices for purchases made through the Web Application. The User (Consumer) has the right to request the issuance of a VAT invoice. Such a request must be submitted to the Seller in accordance with the deadlines specified in the VAT Act, providing the data necessary for its issuance.

3. VAT invoices issued at the User's request will be made available electronically in PDF format via email.

4. In the event of problems with the payment process (PayU or App Stores), the User should contact the support department of the relevant payment operator. In the event of problems obtaining an invoice on request (applies to the Web Application) or problems with access to the application, the User may contact the support department at: `support@smanager.eu`.

5 Complaints and Contract Termination

1. The User may submit complaints regarding the operation of the application electronically to the email address: `support@smanager.eu`. Complaints regarding the payment process in the Web Application should be directed to the Payment Operator (PayU). Complaints regarding the payment or purchase process in an App Store should be directed to the operator of the given Store.

2. The Seller shall consider the complaint (regarding the operation of the application) within 14 days of its receipt.

3. The User has the right to terminate the contract by resigning from further use of the application after the end of the subscription period.

4. The Seller may suspend or terminate the provision of services in the event of a breach of the provisions of these regulations by the User.

6 Liability

1. The Seller shall make every effort to ensure that the application operates continuously and correctly.

2. Notwithstanding the above, the Application is provided on an "as is" basis. The Seller does not guarantee that its operation will be completely free of errors or that it will meet all individual expectations of the User. The User uses the Application at their own risk.

3. The Seller is not liable for interruptions in operation resulting from independent causes (failures, force majeure).

4. Planned maintenance work and updates will be announced to Users with appropriate advance notice.

5. The Seller is not liable for the loss of data stored by the User after the expiration of the grace period.

7 Technical Requirements

1. To use the web application (`app.smanager.eu`), a computer, tablet, or smartphone with Internet access and an up-to-date web browser is required. To use the mobile application, a compatible smartphone or tablet with the Android or iOS operating system in the version indicated on the page of the given App Store is required.

2. The Seller does not guarantee the correct operation of the application on all hardware and software configurations.

8 Personal Data Protection (GDPR)

1. The Controller of the Users' personal data is AQ Krystian Bączek, ul. Powstańców 103/23, 05-800 Pruszków, PL, Tax ID (NIP): 5342-66-40-94.

2. Data is processed for the purpose of: implementing the subscription, managing the User's account, issuing invoices on request (for sales via the Web Application), contacting the User, and ensuring the correct operation of the application.

3. The legal basis for data processing is the contract (Art. 6(1)(b) GDPR), legal obligations of the controller (Art. 6(1)(c) GDPR), and the legitimate interest of the controller (Art. 6(1)(f) GDPR).

4. The User has the right to access their data, rectify it, delete it, restrict processing, transfer data, and the right to object to processing.

5. The User has the right to lodge a complaint with the President of the Personal Data Protection Office.

6. Personal data will be stored for the duration of the subscription and for the time resulting from legal obligations, e.g., tax regulations. User data may also be stored in backups for a limited time after their deletion from active systems, in accordance with the backup retention policy to ensure security.

7. Data may be transferred to the Payment Operator (PayU S.A.) for the purpose of processing payments in the Web Application, to entities providing IT services to the Seller, and to App Store operators to the extent necessary for license authorization.

9 Final Provisions

1. The Seller reserves the right to amend these Terms of Use.

2. Users will be informed of any changes electronically (via email) to the address provided during registration or purchase, with appropriate advance notice.

3. Continued use of the Application after the introduction of changes signifies their acceptance. Lack of acceptance of changes is equivalent to the necessity of terminating the use of the Application at the end of the current subscription period.

4. In matters not covered by this document, the provisions of Polish law shall apply.

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