

# Terms and Conditions

## § 1

### General

1. These Terms and Conditions form a model contract and define the terms, conditions and manner of provision of the Service by the Service Provider to the User. The User must read and accept these Terms and Conditions to take advantage of the Service. By clicking the “Create Account” button you accept these Terms and Conditions.
2. The service within the Application is provided without territorial or temporal restrictions. The Service Provider’s time zone is CET (Central European Time).
3. These Terms and Conditions are effective from 26 April 2018. For Users registered up to 26 April 2018 these Terms and Conditions is effective as of 10 May 2018.
4. The terms used in these Terms and Conditions have the following meaning:
  - a. Service Provider – Landingi Sp. z o.o., with its registered office at ul. Witkiewicza 6, 44-100, Gliwice, VAT No.: 6762461659, REGON: 122774425, entered into the Register of Entrepreneurs kept by the District Court in Gliwice, 10th Commercial Department of the National Court Register under the number KRS 0000449404, share capital of PLN 10,950, paid in full, e-mail address: [support@landingi.com](mailto:support@landingi.com),
  - b. Terms and Conditions – T&Cs, this document,
  - c. Website – <https://landingi.com>,
  - d. Application – the system available via the Internet, operated at <https://new.landingi.com>, enabling the provision of the Service,
  - e. Landing page – the Application User's web page which supports the operation of advertising campaigns on the Internet. The page is displayed to a visitor - a third party - as a result of marketing activities undertaken by the User. Landing page content is created and maintained by the User on the terms set out in these T&Cs,
  - f. Lead – data, including personal data, acquired by the User through the forms and/or left by the Landing page visitors during their visit,

- g. Service – a service provided electronically via the Application by the Service Provider to the User in accordance with the law and on the terms set out in these T&Cs,
- h. Contract – a contract for the provision of the Service between the User and the Service Provider on the terms set out in these T&Cs,
- i. Business – a natural person running a business activity on their own behalf or a natural person representing a legal person or an organisational unit without legal personality, who is legally capable of concluding the Contract with the Service Provider,
- j. Natural person – a natural person with full legal capacity, who has concluded the Contract unrelated to the person's business or profession or occupation (consumer),
- k. Third party – a natural person, a legal person or an organisational unit without legal personality within the meaning of the Polish law, other than the User or the Service Provider,
- l. User – a Natural person or a Business that holds one of the roles assigned in the Application,
- m. Account – a set of resources and settings stored in the Service Provider's database for the User as part of their use of the Service. The User is required to log in to get access to the Account,
- n. Plan – a set of functionalities for an Account defined in accordance with the Price List,
- o. Account Holder – a User who has registered and can pay for the Account and manage other Account Users,
- p. Account Administrator – a User who can pay for the Account and manage other Account Users. The Account Holder adds and deletes the Account Administrator,
- q. Registration – an activity that is a prerequisite for the creation of an Account in the Application and subsequent use of the Service by the User,
- r. Payment of the Account – an activity performed by the Account Holder and/or the Account Administrator in order to use the paid Service on the terms set out in these T&Cs,
- s. Login – User's e-mail address,
- t. Password – a unique string of characters that meets the technical requirements defined by the Service Provider, selected by the

User, in order to authorise access and secure the Account against unauthorised access to the Account,

- u. Software – proprietary scripts/codes based on which the Website and/or Application operates, owned by the Service Provider,
- v. Notifications – an electronic form of notifications concerning the Service, sent to the User in accordance with the Privacy Policy,
- w. Privacy Policy – the document that defines the method of processing data on the Website and/or in the Application, including cookies and sending Notifications, which constitutes Appendix 1,
- x. Price List – a list of prices for the provision of the Service referred to in these T&Cs, constituting an integral part of the Contract. The Price List is available to the Account Holder and/or the Account Administrator after logging in and on the Website under the link <https://landingi.com/pl/cennik>,
- y. Billing Period – the period that is the basis for the settlement of the Service,
- z. Payment – the fee charged for using the Service in accordance with the actual use of the Service, calculated in advance in accordance with these T&Cs or in arrears only for the Agency Account and/or the Enterprise Account under a separate payment agreement,
- aa. External Payment Channel – an external operator:
  - i. PayPro SA, ul. Kanclerska 15, 60-327 Poznań. PayPro SA - an entity entered into the register of National Acquirers maintained by the Polish Financial Supervision Authority under the entity number of UKNF IP24/2014, independent of the Service Provider, via which the Subscription Fee is paid on the terms set out in these T&Cs and the rules defined on the website of the External Payment Channel at: <https://www.przelewy24.pl/regulamin>; or
  - ii. PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) – an entity independent of the Service Provider, via which the Subscription Fee is paid on the terms set out in these T&Cs and the rules defined on the website of the External Payment Channel at: [https://www.paypal.com/pl/webapps/mpp/ua/useragreement-fuII?locale.x=pl\\_PL](https://www.paypal.com/pl/webapps/mpp/ua/useragreement-fuII?locale.x=pl_PL) or
  - iii. Braintree Payments 222, Merchandise Mart Plaza, Suite 800, Chicago, IL – an entity independent of the Service Provider, via which the Subscription Fee is paid on the terms set out in these

T&Cs and the rules defined on the website of the External Payment Channel  
at: <https://www.braintreepayments.com/legal/payment-services-agreement-eu>,

- bb. VAT MOSS – the system to which the Service Provider was notified,
- cc. materials – works within the meaning of the Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws of 2017, item 880, as amended), which may be posted by the User or the Service Provider on the Landing Page,
- dd. digital content – data generated and delivered in digital form,
- ee. personal data – data allowing identification of a natural person,
- ff. Force Majeure – an event of an accidental or natural (act of God) nature, the occurrence of which is beyond control of the Service Provider (without limitation, fire, explosion, power failure, earthquake, flood, cloudburst, riots, actions by civilian or military bodies, war, acts of terrorism (including cyber-terrorism), cyber-attacks (e.g. DDOS), acts and/or omissions of ICT network operators, other random events,
- gg. ICT system – a set of hardware and software operated together to ensure processing and storage, as well as sending and receiving data via ICT networks using the end device appropriate for the type of an ICT network,
- hh. provision of services electronically – rendering a service provided without simultaneous presence of the parties (remotely), by transmitting data at the individual request of the service recipient, as submitted and received by means of electronic processing devices, including digital compression and data storage, which is entirely issued, received and/or transmitted over an ICT network,
- ii. cookies – small text information sent via a web server and saved on the User's side,
- jj. e-mail address – electronic mail address (active e-mail address),
- kk. business day – Monday to Friday from 8.00 to 16.00 hrs, Central European Time, except for public holidays in the Republic of Poland or holidays specified by the Service Provider on the Website and/or in the Application.

### **Technical requirements**

1. The proper operation of the Website and/or the Application requires the use of a device connected to the Internet with enabled cookies.
2. The Service Provider recommends using the latest versions of web browsers. Where the User uses older versions of browsers and/or other than the latest ones that are available, the Service Provider does not guarantee the proper operation of the Service.
3. Technical support is provided by the Service Provider electronically via chat available after logging in, by e-mail at: [support@landingi.com](mailto:support@landingi.com) and/or by phone at: +48 602 325 921. The support referred to in the preceding sentence is provided from Monday to Friday (except calendar holidays in the Republic of Poland) between 8.00 - 16.00 hrs.
4. The Service Provider does not provide support for the use of any external services, and for extra services only on the terms set out in separate terms and conditions or contract.

### **§ 3**

#### **Registration and logging in**

1. The registration in the Application and subsequent logging is possible by entering the e-mail address (Login) and Password.
2. Upon successful completion of the Registration, the User is automatically logged in the Application and can use the Service in a 14-day trial version.
3. The User is required, in the course of Registration, to provide their real e-mail address, which is lawful and legal, which they have the right to use.
4. The Login on the Website is the e-mail address submitted at the Registration stage. It is possible to change it at a later time.

### **§ 4**

#### **Scope and type of the Service provided**

1. The Service Provider offers access to the Service and delivery of digital content via the Service, along with the use of the Service on terms in accordance with these T&Cs and the Price List.
2. Registration in the Application and its use within 14 days from the date of Registration is free of charge. Within the 14-day trial version, it is

possible to use the Service functionalities with a limitation of up to 200 visits (unique users) on the Landing Page.

3. The use of the Service after the trial period referred to above is paid in accordance with the Price List.
4. The Service has parameter limits that differentiate the Plans and the amount of Payment. Description of the Service functionalities as well as the parameter limits of prices are set out in the Price List.
5. Where the Service use parameters are extended (in accordance with the limits set out in the Price List), a message will be displayed in the Account about the need to make a Payment in order to use the Service with parameters so extended. Until the Payment is made, the Service will not be provided with the extended parameters.
6. Where the Payment of the Account is not made after the 14-day trial period, it is possible to log in to the Account for 90 days to pay for the Service, edit the details or delete the Account. After such period, the Service Provider has the right to delete the Account.
7. The User autonomously posts their own materials, which are then displayed on the Landing page, e.g. logos, videos, descriptions or photos. The Service Provider reserves the right to delete a Landing Page containing materials and/or data violating these T&Cs upon becoming aware of the infringement referred to in §10.6 of these T&Cs (notice and take down procedure).
8. The User may integrate their Account with selected third party services. The services of such providers are not provided by the Service Provider. The option to use third party services may be limited based on the terms and conditions of these providers. Upon integration with an external service, the User agrees to exchange the User's information and data (including confidential information) between the Service Provider and the external provider in order to enable the User to fully use the integration. The integration is executed by the User. The User may ask the Service Provider for support.

## **§ 5**

### **Term and termination**

1. The Contract is concluded upon the Registration and remains in force and effect for up to 90 days if the Account is not paid, or until the Account Holder deletes the Account upon the end of the notice period. In case a separate payment agreement has been concluded, such agreement will govern the notice period and the termination conditions.

2. During the first 14 days from the Registration date, it is possible to test the Service free of charge on the terms set out in these T&Cs. Any further use of the Service is paid in accordance with the Price List.
3. The Service Provider and/or the Account Holder may terminate the Contract. Termination can be made by a unilateral declaration of intent sent using an ICT system by the Service Provider, or by clicking the “Remove Account” button in the Application at any time. The termination is effective upon the expiry of the last Billing Period.
4. The Service Provider is entitled during the term of the Contract to block the Account in the absence of the Payment and/or in case of gross violation of these T&Cs by the User.
5. A natural person may withdraw from the Contract without giving a reason within 14 days from the date of concluding the Contract, by deleting the Account.
6. The right to withdraw from the Contract does not vest if the Service has been purchased and the User has consented to it. In such case, the Service Provider, with the express consent of the consumer, provides the Service and delivers it as per the functionality provided for the purchased Plan. Before the commencement of the Service, the User is informed that the purchase of a Plan means the commencement of its provision and that they lose the right to withdraw from the Contract.

## **§ 6**

### **Payments**

1. The method of settlement is defined in the Price List.
2. If a User’s Plan is not specified in the current Price List, then an individualised Price List will apply (valid as at setting up the Account or in accordance with a separate payment agreement). If the current Customer’s Plan is different than that specified in the Price List, then until 31/12/2018 the Service Provider will initiate contact in order to change the Plan to a Plan as close as possible and in line with the current Price List.
3. The functionalities of Accounts set up on the basis of previously applicable terms and conditions are not upgraded. New functionalities are available only in the Plans available as per the Price List.
4. Payment for the Service is collected regularly in accordance with the selected Billing Period. Where the Service use parameters are extended, the use of extended parameters of the Plan is possible only after payment. The Application calculates the new Payment balance proportionally to the currently used Billing Period.

5. The Billing Period will extend automatically for another Billing Period until the Account is deleted. If the agreement referred to in section 5 has been concluded, the Billing Period will terminate in accordance with the terms of such agreement.
6. Payment is made each time in advance for the whole Billing Period and the balance is settled at a later time where the Service parameters are extended.
7. Payments in arrears are allowed only if a separate payment agreement has been signed.
8. The Contract involves subscribing to the Account in the paid Plan. The use of resources is the responsibility of the User. If the Service parameters are extended, they cannot be reduced and the Payment must be made under the new Plan. For the next Billing Period, the Payment for extended parameters - as part of a Plan - is taken into account in accordance with the Price List.
9. If the User does not want to make the Payment, the Service ceases to be active and the Account will be suspended until the next Payment is made.
10. The Account Holder and/or the Account Administrator is notified that the Service involves an obligation to pay.
11. The Service is purchased via the Application. The Billing Period should be selected, with an indication if the purchase is made by a Natural Person or a Business, and also the entry of details required for the Service Provider to issue an accounting document.
12. Payments are collected regularly via the External Payment Channel. An e-mail confirming the Payment, i.e. an invoice, is sent to the Account Holder's e-mail address and the subscription information is displayed in the Application.
13. In the absence of funds on the card, the Payment for each unpaid Billing Period is charged retroactively. If it is not possible to collect the Payments within 3 months, then the Account will be suspended after this period. The Account will be unsuspending only when the overdue Payment is made.
14. Where a payment by card is selected as the Payment method, it is possible to suspend the Account by cancelling the subscription. The Account is then suspended upon the last day of the current Billing Period. No Payments are collected for the duration of the Account suspension. The Service may be unsuspending at any time, not later however than within 90 days from the date of suspension.



15. Where a separate payment agreement is concluded, the provisions set out in the signed payment agreement will apply.
16. The External Payment Channel requires entering the necessary card details or account details.
17. The Account Holder agrees to receive invoices electronically. Invoices are displayed in the Application only after the Account Holder has logged in.
18. For the Account, the Service Provider will return the equivalent of one, last monthly Payment at the request of the Account Holder in the event that the Account Holder notifies the Service Provider that they have not recorded any page views (web page traffic) and the Service Provider confirms such information in the system. The return is a one-time return.
19. Some banks may charge a fee/commission for card payments and add it in accordance with their own price lists, which is beyond control of the Service Provider. Please read the terms of billing and settlements, in particular for international payments, in force at your bank.

## **§ 7**

### **Extra services**

The Service Provider offers extra services, which are provided on the basis of separate terms and conditions, as appropriate for these services, which can be ordered through the Website.

## **§ 8**

### **User's rights and obligations**

1. The User has the right to:
  - a. manage their Account (edit their details),
  - b. select the Plans,
  - c. use the Website and/or Application in accordance with these T&Cs,
  - d. submit inquiries to the technical support department and/or submit complaints,
  - e. terminate the Contract pursuant to the terms set out in these T&Cs.
2. The User agrees to:

- a. use materials, personal data and/or digital content, for which they have full right of use (these may not infringe the rights of third parties),
- b. check beforehand that they meet the technical requirements to use the Website and/or the Application,
- c. not to use the Website and/or Application in a manner that interferes with the functioning of the Service,
- d. not to use the Website and/or the Application in a manner that violates the law,
- e. take care of language correctness, avoid profanity, not to post hyperlinks to websites whose content may violate or is in breach of the provisions of these T&Cs and/or the law,
- f. use the Website and/or the Application as intended, in accordance with the law, the provisions of these T&Cs and the rules of social conduct. It is forbidden to use the Service in order to conduct terrorist activities, sabotage or other criminal activity or to violate the law, in contract or in tort, including, in particular, by publishing materials insulting any person or infringing their rights, containing threats, invectives, promoting hatred towards persons and/or animals or in any way harassing the same, posting paedophile materials, content visualising and/or promoting crime, profaning, offensive, violating or likely to violate personal rights or other legally protected rights of persons, posting materials attacking, degrading and/or supporting violence or encouraging crime. It is also forbidden to place advertising messages that violate the law (e.g., unlawful advertising) or to publish the Landing Page to propose meetings for a fee and/or such not permitted under the law.
- g. update materials and/or data, including personal data, by making changes to their Account,
- h. not to take any actions that violate the applicable law or morality, or violate personal rights of other Users, third parties or legitimate interests of the Service Provider or other Users or third parties,
- i. each time upon addition of material, to grant the Service Provider a license referred to in §14.5 of these T&Cs,
- j. not to access the Accounts of other Users that are not managed by the User (e.g. by cracking Passwords),
- k. not to generate excessive or disproportionate traffic on the connections or other infrastructure used to provide the Service,

- l. keep their Password strictly confidential,
      - m. not to make available their Account to any other Users and third parties,
      - n. raise claims up to the amount of Payment made by the Account Holder,
      - o. make Payments for the Service.
3. The User using the White Label Plan agrees to:
  - a. not to offer lifetime to third parties;
  - b. not to sell the service using the Landingi mark/brand;
  - c. not to sell identical packages as the Service Provider's;
  - d. not to offer a period for which access is purchased longer than the date of expiry of the User Account;
  - e. not to use marketing materials of the Service Provider, such as: video, content, advertising slogans, case study, portfolio.
4. The User allows the Account Holder to give consent to the Service Provider to use materials added by the User to promote the Application and/or extra services of the Service Provider.
5. The rights and obligations of the User under the Contract may not be transferred to other parties and/or persons without the knowledge and consent of the Service Provider. This means that the User must not transfer / sell / dispose of their Account for the benefit of any other party. The Service Provider is the sole party authorised to provide the Service to the User who have registered.

## **§ 9**

### **Service Provider's rights and obligations**

1. The Service Provider does not interfere with any User Account and information collected on it or messages sent and/or materials added, except where the User requests it to do so due to technical problems, but also for extra services, and only to such extent.
2. The Service Provider has the right to:
  - a. inform Users, electronically, about the new functionalities of the Application, or to send important notifications related to the Application,
  - b. inform Users, electronically, about useful materials regarding the creation and use of the Landing Page by means of a newsletter,

- c. send the above Notifications to Users,
  - d. ask Users about their general opinion and level of satisfaction from using the Application and technical support. The opinions may be collected by asking questions or sending short surveys via the ICT system,
  - e. research on how Users use the Website and/or the Application, in particular by collecting anonymous information that allows functional and technical improvements (e.g. screen resolution, type of browser used, number of clicks on specific tabs on the Website, etc.),
  - f. at its sole discretion, change the properties and functionalities of the Service if this does not result in a deterioration of the quality of the Service provided to the User,
  - g. use User's materials added to the Landing Page as part of the license granted by the User, referred to in §14.5 of these T&Cs,
  - h. use User's materials to promote the Application and/or its extra services with the consent of the Account Holder,
  - i. delete the Account after 90 days from the Registration if no Payment has been made,
  - j. delete the Account after 90 days if no Payment has been made.
3. The Service Provider agrees to make every effort to ensure the proper provision of the Service in a continuous and uninterrupted manner.
4. The Service Provider reserves the possibility of temporary unavailability of all or part of the Website and/or the Application and/or the Landing Page for technical reasons, in particular related to maintenance or modifications. The Service Provider will make every effort to ensure that such unavailability is as least disruptive to the User as possible.
5. In the event of a breach of these T&Cs by the User, the Service Provider may temporarily block access to the User's Account for the User's fault and/or suspend the provision of the Service and ask for explanations. In the event of repeated breaches, the Service Provider may block access to the Account for a maximum of 60 days. After this period, the Service will be unsuspending. The blockade and/or suspension of the Account does not entail a deterioration of the quality of the Services provided by the Service Provider and only occurs in justified cases and by the fault of the User. The User has the right to make a complaint.
6. The Service Provider may undertake other actions in accordance with these T&Cs.

## § 10

### Liability

1. The User is fully liable for their activities related to the use of the Account.
2. The Service Provider will make every effort to secure the Application and the Service it provides against any adverse occurrences. The Service Provider recommends the Users to:
  - a. use software that protects devices connected to the Internet and that protects the identity of persons using the Internet,
  - b. avoid using the Website and/or the Application through public Internet networks (e.g. public WiFi) or accidental hardware,
  - c. not to save the Login and Password in the web browser,
  - d. not to use the same phrases as the Account Login and Password,
  - e. set Passwords that differ from obvious guesses, such as “admin”; “qwerty”, “business name”, etc.
3. The Service Provider will not be held liable for:
  - a. incorrect data provided by the User,
  - b. lack of User’s access to the Internet, or for restrictions in such access,
  - c. limitations and/or incorrect operation of software or devices owned by the User and used to take advantage of the Service,
  - d. losses suffered and profits lost by the User as a result of disclosure of the Password to the User Account for reasons attributable to the User,
  - e. losses suffered and profits lost by the User as a result of acts or omissions of the User, and in particular an improper use of the Application,
  - f. losses suffered and profits lost by the User who has violated the law or provisions of these T&Cs, and whose Account has been blocked or suspended by the Service Provider,
  - g. losses suffered and profits lost by the User as a result of acts and/or omissions of third parties not bound by the terms of the Contract, which remain beyond the control of the Service Provider,

- h. losses suffered and profits lost by the User as a result of an event of Force Majeure,
  - i. payments made with the use of an External Payment Channel, as well as the manner in which data, including personal data, is processed by such an External Payment Channel,
  - j. losses suffered and profits lost by the User as a result of the User's personal data being transferred to entities authorised to process such data pursuant to applicable laws,
  - k. links redirecting to third party websites. Such websites are owned and managed by their respective administrators or service providers, as the case may be. The Service Provider will not be held liable for the availability or quality of such websites.
4. The User at their own risk and on their own responsibility uses the Website and the Services provided via it.
  5. The Service Provider has no influence on how the User manages their Account or which materials they add or marketing campaigns they operate or whether or not they modify the same.
  6. The External Payment Channel is liable for the processing and protection of personal data and other data provided to it by the User in order to process the Payment.
  7. In the event of receiving an official notice or becoming reasonably aware of the unlawful nature of the data, including personal data made available by the User, the Service Provider will contact the User to clarify the matter and will act according to the terms set out in these T&Cs (it will order deletion of data or block the Account or, as a last resort, delete the Account) and the law, i.e. the notice and take down procedure.
  8. The Service Provider is liable for losses caused by it as well as profits lost due to its non-performance and/or undue performance of the Contract, up to the amount of the Payment made by the Account Holder. The User agrees not to pursue claims in excess of such amount.
  9. The Website may contain hyperlinks to websites owned and managed by third parties. The Service Provider will not be held liable for the availability or quality of such websites.
  10. The Service Provider does not guarantee the repair time from a failure of the Service and/or the Application and/or the Landing Page or the response time to take corrective action to remove the fault, re-enable the Website and/or the Application and/or the Landing Page.

If the Account Holder wishes to have a guaranteed response time, a separate Service Level Agreement (SLA) must be signed.

## **§ 11**

### **Complaints**

1. Complaints should be filed electronically within 30 days of discovering a fault (e.g. faulty operation of the Service) to the technical support. The complaint should include:
  - a. Login,
  - b. possibly accurate description of irregularities (including time and place of occurrence),
  - c. possible indication of how the complaint should be resolved,
  - d. if the complaint concerns an error in the invoice, please provide the invoice number.
2. The complaint is processed within the earliest possible date, but not later than 14 days.
3. The date of filing a complaint will be the date of receipt of the complaint notice by the Service Provider.
4. Filing a complaint does not affect the Billing Period or the provision of the Service.

## **§ 12**

### **Deletion of the Account**

1. The Account may be deleted in the Application. The Account Holder may delete the Accounts added by its Users at any time.
2. Where the Service is provided to the User within the Billing Period, the Service Provider has the right to delete the User Account in the absence of purchase and payment of the Plan within 90 days after the expiry of the last Billing Period. Where the Service is provided within the trial period, the Account may be deleted by the Service Provider after 90 days from the Registration or within a longer time limit at the discretion of the Service Provider if the User does not purchase and pay for the Plan.

## **§ 13**

### **Personal Data Protection and Privacy Policy**

The terms for the processing of personal data are set out in the Privacy Policy constituting Appendix 1.

## **§ 14**

### **Intellectual property rights**

1. All rights to the Website and/or the Application and/or materials entered into the Application by the Service Provider vest in the Service Provider.
2. It is forbidden to use the Website and/or the Application in a manner that infringes the rights of the Service Provider and/or third parties. Upon becoming aware of a violation of intellectual property rights, the Service Provider will take the relevant legal measures against the violating party.
3. The designation “Landingi” in its word and/or graphic form identifies one of the products of the Service Provider, which is present in trade without any temporal or territorial limitations. “Landingi” is a trade name of the Service Provider.
4. It is forbidden to distribute any elements of the Website and/or the Application, including in particular the “Landingi” logo, without the written consent of the Service Provider. The User may not delete, cover, prevent the reading of or modify trademarks, copyright notices or other designations regarding intellectual property rights. It is also forbidden to copy, trade, distribute, modify the materials outside the Application or create dependent works based on material available in the Application for use outside of the Application, without the prior written consent of the Service Provider.
5. By adding material via the Service, the User each time grants a non-exclusive license to the Service Provider for the material, for the duration of the Contract and for the following fields of exploitation as necessary to provide the Service:
  - a. entering to the memory of electronic devices (e.g. a PC), including servers forming a part of ICT systems,
  - b. permanent and/or temporary duplication and/or copying, with the use of any techniques, in whole or in part, in an unlimited number of copies, in particular with the use of any known printing, digital, magnetic recording, copying and printing techniques, duplication with the use of any vision and computer technologies, in any system, format and on any media, including the exchange of such media, without limitation in print, in ICT networks or digitally,



- c. public and/or non-public provision within the framework of the provision of electronic services, free of charge, irrespective of territorial, temporal or linguistic restrictions,
- d. public and/or non-public distribution by any means of wireless and wireline transmission for the dissemination of marks, sounds and/or images, permanently and/or temporarily, in any technology, free of charge at the place and time chosen by other Users and/or third parties,
- e. placement on the network in a manner that allows it to be viewed by other Users and/or third parties or transmitted on demand.

## **§ 15**

### **Final provisions**

1. The Service Provider makes available these T&Cs before the Registration and sends these T&Cs using a durable medium. These T&Cs may also be made available in a different manner, upon individual request of a person, if such person encounters problems in displaying or reading these T&Cs. Please contact technical support to this end.
2. The Service Provider reserves the right to amend these T&Cs. Each document is marked with the date from which its provisions are effective.
3. Each substantial modification of the terms and conditions of the Contract will be communicated to the User at least 14 days prior to the planned entry of the new terms and conditions into force. The Service Provider will send an appropriate message in the form of a Notification in the Application and/or to the User's e-mail address. In the event of changes concerning the Payment, each new version of the terms and conditions becomes effective only upon the end of the Billing Period applicable at the change of these T&Cs.
4. In the case referred to above, the User will have the right to terminate the Contract until the planned entry into force of the new terms and conditions. Failure to report their intention to terminate the Contract, or failure to terminate the Contract within the above time limit will be deemed as the User's consent to continued operation of the Contract, on terms set out in the new terms and conditions.
5. A change to the scope and/or type of Services that does not violate these T&Cs will not be considered to be a material change of the terms of the Contract. A change in the Price List constitutes a material change to the terms of the Contract, but becomes effective only upon the expiry of the Billing Period applicable at the change of these T&Cs.

6. The Service Provider provides Services consisting in the storage of materials and data, including personal data added by Users. The Service Provider only stores such data and enables transmission of the same over the Internet on the terms set out in these T&Cs.
7. Where a third party becomes aware of a violation of the law, such party is required to contact the technical support department and submit a reliable message or an official notification of the illegal nature of the data, including personal data, made available by the User.
8. To matters on which these T&Cs remain silent, relevant provisions of Polish law and/or the law applicable to the place of residence of the consumer will apply.
9. Should any provision of these T&Cs be changed and/or invalidated as a result of a valid court's decision, the remaining provisions will remain in force.
10. The Service Provider declares its willingness to resolve any disputes amicably, including by Alternative Dispute Resolution. In such case, please submit complaints via the web page:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL>  
The authorised entity to which the complaint may be submitted depends on the consumer's choice. The register of such entities in Poland, with their contact details and website address can be found here:  
[https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php)
11. Any disputes between the Service Provider and the User who has made the Payment for the Service in the name of a Business will be settled by the court competent for the registered office of the Service Provider.

## Appendix 1: Privacy Policy

### Privacy Policy

#### **§ 1**

#### **General**

1. This Privacy Policy is effective from 26 April 2018. For Users registered up to 26 April 2018 these Privacy Policy is effective as of 10 May 2018.

2. and constitutes Appendix 1 to the Terms and Conditions available at: <https://landingi.com/terms-of-service>. Acceptance of the Terms and Conditions is tantamount to the acceptance of the attached appendix - Privacy Policy.
3. For the interpretation of terms, a glossary of the Terms and Conditions is used or as described in the Privacy Policy (if it results directly from the context).
4. For the purposes of a better acceptance of the Privacy Policy, the term "User" is replaced with the term "you/your", and the "Service Provider" with "we/our". The acronym "GDPR" means Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
5. §15.3 - 5 of the Terms and Conditions apply accordingly to any changes of the Privacy Policy.
6. For those who visit the Website, but are not Users, the provisions of the Privacy Policy apply in accordance with the current version available on the Website. By using the Website, you accept the terms.
7. We respect the right to privacy and we care about data security. For this purpose, among others, we use secure socket layer (SSL) at the stage of Registration, login and use of the Application.
8. Payments are processed outside of the Application. Personal data and/or card details needed to make the Payment are recorded in an IT system dedicated by the External Payment Channel. For billing purposes, the invoice data are saved in the Application.
9. Personal data provided in the Application are treated as confidential and are not visible to other Users except for the Account Holder and the Account Administrator or authorised persons on the Service Provider's side.

## **§ 2**

### **Service Provider as a Data Controller**

1. The Service Provider is the controller of data of its customers. This means that if you have an Account in the Application, we process your

data such as: forename, surname, e-mail address, telephone number, position, place of work, IP address. However, we are not the data controller for your Leads.

2. The Service Provider is also the data controller for subscribers to the newsletter and subscribers to webinars.
3. Personal data are processed:
  - a. in accordance with the legal rules for the protection of personal data,
  - b. in accordance with the Privacy Policy put in place,
  - c. to the extent and for the purpose necessary to establish and define the wording of the Contract, amend or terminate the Contract, or to properly provide Services electronically,
  - d. to the extent and for the purpose necessary to fulfil legitimate interests (legitimate purposes), while the processing does not violate the rights and liberties of the data subject,
  - e. to the extent and for the purpose consistent with the your expressed consent, if you have subscribed to the newsletter,
  - f. to the extent and for the purpose consistent with your expressed consent, if you have subscribed to a webinar.
4. Each data subject (where we are the data controller) has the right to access, rectify, delete or limit processing of the data, the right to object, the right to file a complaint to the supervisory body.
5. You can contact the person supervising the processing of personal data in the organisation of the Service Provider electronically at the following e-mail address: [dpo@landingi.com](mailto:dpo@landingi.com).
6. If you have access to the Application, you can log in to your Account and you can easily change your data, update, delete and transfer your data by exporting data saved in the Application to .csv format.
7. We reserve the right to process your data after termination of the Contract or withdrawal of consent only to the extent necessary to seek possible claims before courts, or if the national or EU or international law requires us to retain data.
8. The Service Provider has the right to share personal data of the User and their other data with entities authorised under the applicable law (e.g. to law enforcement agencies).

9. Personal data may be deleted as a result of:
  - a. termination of the Contract;
  - b. withdrawal of the consent, or submission of a legally permitted objection to processing of personal data.
10. The Service Provider does not share personal data with entities other than those authorised under the applicable law.
11. We have put in place pseudonymisation, data encryption and we have introduced access control, whereby we minimise the effects of possible data security breaches.
12. We regularly test the security of the Application and we have put in place a backup procedure.
13. Personal data are processed only by those authorised to do so, or by processors with whom we work closely.

### **§ 3**

#### **Service Provider as a Processor. Agreement for entrustment of personal data processing.**

1. In the event of conducting a marketing campaign and collecting personal data (Leads) using the Landing Page, the User is required to obtain appropriate consent for personal data processing and fulfil the information obligations under the law, including to enter into an agreement for entrustment with the Service Provider. With respect to such personal data, the Account Holder is the data controller, is responsible for processing data and authorises other Users within their Account to process data. The Service Provider is the data processor acting on behalf of and for the benefit of the Account Holder solely with respect to such personal data as part of the delivery of the ICT system.
2. The User entrusts the Service Provider with the processing of personal data for the correct operation of the Application and technical support, and in this respect it is possible for the Service Provider to access data or create backups.
3. The entrustment is granted for the duration of the Contract, in accordance with the Terms and Conditions. After expiry of the entrustment, the Service Provider deletes the entrusted personal data within 3 months.
4. The categories of data covered by entrustment include data of potential customers as entered into the Application by the User.

5. The Service Provider may sub-entrust personal data as part of delivery of ICT system or server data storage services. Sub-entrustment is granted to entities integrated by the User (the choice is made by the User directly in the Application) and to the Service Provider's collaborators providing IT support, including entities such as: Amazon Web Services, Inc.
6. The Service Provider declares that it provides sufficient guarantees for the implementation of appropriate technical and organisational measures for the processing to meet the requirements of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR"), and to protect the rights of data subjects.
7. The Service Provider agrees to:
  - a. process personal data only to a documented User's order (in accordance with the activities in the Application), including transferring personal data to a third country or an international organisation, unless such obligation is imposed by Union law or the law of the Member State to which the processor is subject; in this case, before the processing begins, the processor will inform the Administrator about this legal obligation, unless this law prohibits the provision of such information due to important public interest,
  - b. ensure that persons authorised to process personal data commit themselves to maintain secrecy,
  - c. take all measures required under Article 32 GDPR,
  - d. observe the conditions for using the services of another processor, as referred to in Article 28 (2) and (4) GDPR,
  - e. taking into account the nature of the processing, as far as possible, to help the User with appropriate technical and organisational measures to meet the obligation to respond to the requests of a data subject for the exercise of their rights set out in Chapter III GDPR; at the Application level, the User has the right to verify the extent of collected data, including recording dates, etc.,
  - f. taking into account the nature of the processing and the information available to it, to help the User to meet the obligations

set out in Article 32-36 GDPR; functionalities available in this respect are contained in the Application,

- g. after completing the provision of processing-related services, to delete all personal data and remove all existing copies thereof which relate to the categories of persons as defined above. The Service Provider has the right to keep the types of operations performed, in which case personal data are subject to anonymisation,
  - h. provide the User with all information necessary to demonstrate compliance with the obligations set out in Article 28 GDPR and enable the User to carry out audits, including inspections by asking questions,
  - i. promptly inform the User if, in its opinion, the instruction given to it constitutes an infringement of the GDPR or other laws of the Union or a Member State concerning data protection, given the registered office of the Service Provider,
  - j. for the duration of the Contract, as part of its organisation, to process personal data entrusted to it in accordance with the law on personal data protection (GDPR and laws of a Member State given its registered office), including, without limitation, to process the same by appropriate technical and organisational means ensuring protection of personal data processing adequate to the threats and categories of data covered by the protection, and against making them available to unauthorised persons, to keep records of persons authorised to process entrusted personal data and to oblige them to maintain secrecy thereof.
8. The entrustment is not covered by additional remuneration.

## **§ 4**

### **Cookies**

1. We use cookies to log Users into the Account in the Application. In addition, we use cookies that contain session IDs to monitor visits and identify visitors to each Landing Page created and published by the User. The User should consider this information when creating their own privacy policy document posted on the Landing Page.
2. The Website, Application and every Landing Page use cookies. Cookies processed analyse anonymous information on the use of the Website,

Application or any Landing Page. These are tools for web analytics, either proprietary solutions of the Service Provider or external solutions that the User implements in the Landing Page. Cookies help to improve the functionality of the Website, Application or any Landing Page and adapt it better to the expectations and needs of visitors. Both tools collect anonymous information and record trends on the site without identifying individual people. Like many other services, these tools use their own cookies to analyse the activities of visitors. These cookies are used to store information, such as the visit start time, whether the visitor has already visited the site, what site they have been transferred from, what screen resolution their device uses, how they navigate through the page, etc.

3. Any person browsing the Website, Application or any Landing Page should manage cookies by modifying the settings of their web browser. If you do not want to use cookies, you can prevent saving cookies on your device or permanently delete saved files. Please be advised that this may, however, affect the quality of the Service provided, by failure to collect cookies and read information on their basis.
4. The User receives Notifications of important information on the functioning of the Application.

## **§ 5**

### **Newsletter**

5. A person subscribed to the newsletter can unsubscribe by clicking the “cancel subscription” button at the bottom of every newsletter message.
6. Newsletter is sent by e-mail.