

Regulations for the provision of IPLAS services

ARTICLE 1. DEFINITIONS

The terms used in these Regulations shall mean the following:

- 1. IPLAS** – shall denote the website with a trade name “IPLAS”, run by the Service Provider, under the conditions set out in the Regulations, available in the domain iplas.pl, which allows the Customer to use the Services.
- 2. User** – shall denote Entrepreneur who, as a result of Registration, created a Demo Account.
- 3. Demo Account** – shall denote the account that the User is entitled to as a result of the Registration and on the basis of which the data of the registered user are collected.
- 4. Trial Period** – shall denote a period of 30 days counted from the date of Registration in which a New IPLAS User may use the Services in the Demo Version free of charge.
- 5. Software** – the “IPLAS” computer system by the Service Provider, the functionalities of which in the Demo Version are made available as part of the Services provided.
- 6. Agreement** – a legal relationship between the Parties with the content resulting from the Regulations.
- 7. Services** – a set of services provided by the Service Provider through IPLAS during the Trial Period – the scope of services is limited to the demonstration of the operation of IPLAS (DEMO version). The services shall jointly constitute an electronic service within the meaning of the Act of 18 July 2002 on the provision of electronic services.
- 8. Service Provider** – shall denote the administrator of the IPLAS Website, which is:
Registration data: Systemy Przetwarzania i Integracji Danych sp. z o.o. with its registered office in Rybnik, at ul. Gen. Jarosława Dąbrowskiego 9, 44-200 Rybnik, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, X Commercial Department of the National Court Register under the number KRS 0000535640, NIP (Tax ID) 6423188801 and REGON (Business ID) 360342581, with the share capital of PLN 50,000.00.
Contact details: e-mail address: biuro@spiid.pl, phone number: +48 883 366 717
- 9. Entrepreneur** – shall denote a User who is a natural person running a business, a legal person or an organizational unit without legal personality, who uses IPLAS for purposes directly related to his professional or business activity.
- 10. Privileged Entrepreneur** – shall denote a User who is a natural person running a business who concludes an Agreement directly related to his business, however, the content of this Agreement is not of a professional nature for the User, resulting in particular from the subject of his business activity, made available on the basis of provisions on the Central Register and Information on Economic Activity.
- 11. Registration** – the activity of setting up a Demo Account, made using the registration form provided by the Service Provider on the IPLAS website.
- 12. Regulations** - shall denote these IPLAS Regulations together with Appendices thereto, governing the rules for the provision of electronic services, which consist in providing the User with the IPLAS functionality. The Regulations are the regulations referred to in Art. 8 of the Act of 18 July 2002 on the provision of electronic services.
- 13. GDPR** – shall denote Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Regulation on data protection).
- 14. Parties** – shall denote the Service Provider and the User.
- 15. Demo Version** – Software in a demo version made available as part of the Service, with the functionalities indicated in Article 3 para. 1 of the Regulations.

ARTICLE 2. GENERAL PROVISIONS

- 1.** These Regulations define the terms and conditions of using the Services in the Demo Version provided electronically by the Service Provider via the Software during the Trial Period. The software is made available via the IPLAS service in the Software as a Service model.
- 2.** The Regulations are available free of charge on the website: <https://iplas.pl/rejestracja/>
- 3.** The owner of IPLAS and the entity providing the Services indicated in the Regulations is the Service Provider.
- 4.** The Service Provider is the owner of IPLAS and the entity providing the Services indicated in the Regulations.
- 5.** Using the Services is possible solely and exclusively remotely, via the Internet. The detailed technical requirements necessary for the proper operation of IPLAS are described in Article 10. hereof.
- 6.** **The use of IPLAS during the Trial Period is completely free of charge and does not oblige the User to conclude a contract for the use of IPLAS.** After the end of the Trial Period, the User may decide to continue using the full range of Services for a fee, for this purpose he should contact the Service Provider.
- 7.** **During the Trial Period, the User is not entitled to enter personal data in IPLAS. The Trial Period is used to familiarize yourself with the functionalities of IPLAS.**

ARTICLE 3. SCOPE OF SERVICES

1. As part of the Services provided through IPLAS, the following services are primarily provided:
 - a. viewing the content of the IPLAS website;
 - b. use of the Software and IPLAS website in terms of functionality:
 - i. Possibility to create a Demo Account using the registration form (Registration)
 - ii. Possibility to view predefined reports
 - iii. Possibility to create your own installations and channels for downloading data – as part of this functionality, the ability to download, install and run the Gateway module, which will allow to transfer data to the IPLAS service from any type of data source supported by the Gateway module.
 - iv. Possibility to create own processes, along with the functionality of sending e-mail notifications. The number of sent e-mail notifications is limited to 20 notifications per day.
 - v. Possibility to create own analyses and reports based on these analyses.
 - vi. Possibility to edit dictionaries and parameters of data processing processes.
2. Functional limitations of the Services in the DEMO Version:
 - a. Lack of possibility to send SMS notifications;
 - b. Lack of possibility to create users, manage user groups and permissions.
3. The Service Provider has the right to update, change, withdraw, add new services or limit access to any Services, without prejudice to existing Users of the Services, unless it is necessary to ensure compliance with the law.

ARTICLE 4. DEMO ACCOUNT

1. Using the Services provided via the Software is possible under the condition of User Registration. Registration takes place via the registration form on the IPLAS website.
2. In order to register, the User:
 - a. is obliged to provide the following data:
 - 1) full name,
 - 2) company name;
 - 3) e-mail;
 - b. may provide a telephone number – optional;
 - c. is obliged to read the content of the Regulations and accept the content thereof.
3. Providing personal data by the User at the Registration stage is voluntary, however, it is necessary to register the User. The data provided by the User shall be current and true.
4. The User at the stage of completing the Registration form has the opportunity to read the terms and conditions of the Regulations. They can be saved by the User on a durable medium (save or print option). By completing and accepting the registration form, the User confirms that he has read the Regulations and agrees to be bound by the terms resulting therefrom, which he confirms by checking the appropriate box (checkbox). Confirmation of reading the IPLAS Regulations and the acceptance thereof is a condition for creating a Demo Account.
5. After correctly completing the registration form, an activation link to the Demo Account will be sent to the e-mail address provided by the User, along with the login details.
6. As a result of accepting the Regulations by the User, the Parties conclude an Agreement, the subject of which are the Services provided via the Software, on the terms specified in these Regulations.

ARTICLE 5. DETAILED TERMS OF USING THE SERVICES

1. When using IPLAS, the User is obliged to use the Services in a manner that does not infringe the law, including the rights of other Users. The User undertakes not to take illegal or potentially disruptive or harmful activities on the IPLAS website.
2. The User is responsible for the data placed on the IPLAS website. The user may not post or deliver any illegal content via the IPLAS website.
3. The Service Provider hereby informs that to the extent specified by law, i.e. in the event of receiving an official notification or obtaining credible information concerning the unlawful nature of data or related activities, may be entitled to block access to illegal content or data.

ARTICLE 6. PRINCIPLES OF USE OF IPLAS AND RESPONSIBILITY

1. All actions taken by the User under IPLAS should be in accordance with the Regulations, good practice and applicable law.
2. The User shall be solely responsible for:
 - a. correctness of the data provided by them as part of the Registration;
 - b. configuration of IPLAS in terms of available functionalities – “customization”;
 - c. providing the Demo Account to other people, as well as for the situation of using the User's login and password by third parties. Actions performed through IPLAS performed by third parties using the User's login and password will be assigned to the User.

3. The Service Provider shall not bear any responsibility:
 - a. for damages caused by the User's taking or failure to act, based on data or information obtained directly or indirectly from IPLAS, both in relation to the losses incurred and the benefits lost by the User or a third party;
 - b. for the lack of functionality of the Services that are not described in these Regulations;
 - c. for violating the rights of third parties and causing any damage to third parties, as a result of and in connection with the activities carried out by another User using IPLAS and data collected using IPLAS;
 - d. in the scope of circumstances indicated in Art. 12-14 of the Act on the provision of electronic services.
4. The Service Provider shall bear full and unlimited liability in situations where such liability is provided for by mandatory provisions of law.

ARTICLE 7. PERSONAL DATA

1. The Service Provider acts as the administrator of personal data in relation to personal data provided by the User in the process of the Registration.
2. The User undertakes not to enter on the IPLAS website any personal data other than the data required for Registration, in particular data the provision of which requires the conclusion of a contract for entrusting the processing of personal data.
3. By accepting the Regulations, the User declares that the data entered by him to the IPLAS website during the Trial Period are fictitious and serve only for the purpose of testing the operation of the Services.
4. The Service Provider declares that he uses technical and organizational measures to ensure the protection of personal data adequate to the threats and categories of protected data, in particular, protects data against unauthorized disclosure, removal by an unauthorized person, processing in violation of applicable law, change, loss, damage or destruction.
5. The personal data provided by the User is collected and processed by the Service Provider in accordance with applicable law, in particular the provisions of the GDPR and the Act of 18 July 2002 on the provision of electronic services.
6. The Service Provider shall process the personal data of the Customer solely in order to:
 - a. establish, shape the content, alter or terminate the legal relationship (Agreement) between the User and the Service Provider;
 - b. in order to provide the Services consisting in providing the User with the IPLAS functionality in the Demo Version.
7. Each data subject has the right to request the administrator to access data, rectify, delete or limit processing, he also has the right to object to the processing, the right to lodge a complaint with the supervisory body – the President of the Office for Personal Data Protection and the right to transfer data.
8. Detailed rules regarding the processing of personal data and information about the Service Provider as the Personal Data Administrator are set out in the Privacy Policy and Cookies – available on the IPLAS websites.
9. The service provider, as the administrator of personal data, publishes in the Privacy Policy and Cookies information on the principles and grounds for data processing, including detailed contact details, thus fulfilling the information obligation referred to in Art. 13 sec. 1 GDPR.
10. The service provider uses cookies on IPLAS websites. Detailed conditions for the use of data collected automatically by IPLAS are described on the website in the Privacy and Cookie Policy.
11. The Service Provider shall make every effort to ensure the correctness of data processing and the security thereof. Each User has the right to protect his/her privacy by the Service Provider.
12. The User's data will be processed by the Service Provider for the duration of the User's use of the IPLAS website and for the duration of the Demo Account (Test Period), and after the expiry of these periods, for the period provided for in applicable law in order to resolve complaints and claims related to the use of the Services. Other data entered by the User into the IPLAS website during the Test Period, after its expiry, will be deleted.

ARTICLE 8. COMPLAINTS

1. The User may submit a complaint to the Service Provider regarding the operation of the IPLAS, in the form of an e-mail to the following e-mail address: iplas@spiid.pl, with the note "Complaint".
2. The complaint shall contain at least the User's data, e-mail address for contact and a description of the objections raised.
3. If the data or information provided in the complaint need to be supplemented for the proper consideration thereof, the Service Provider shall ask the person to complete the data within the indicated scope and time. This shall occur before the complaint handling process begins.
4. The Service Provider shall consider the complaint within 14 days from the date of the receipt thereof in a correct form. A response to the complaint shall be sent to the contact e-mail address provided by the User.
5. All other notifications, comments and questions regarding the functioning of IPLAS may be sent by e-mail to the following e-mail address: iplas@spiid.pl.

ARTICLE 9. CONDITIONS FOR CONCLUDING, SUSPENDING AND TERMINATION OF THE AGREEMENT FOR THE PROVISION OF ELECTRONIC SERVICES

1. The agreement for the provision of electronic services is concluded for the duration of the Service and expires at the end of the Demo Account Test Period.
2. The Service Provider has the right to suspend the provision of Services to the User via IPLAS in the event of violation of the provisions of the Regulations, and in particular in the following situations:
 - a. The user provided false data in the registration form;
 - b. The Service Provider has reasonable suspicions that the User introduces illegal data or content into IPLAS in breach of the obligations resulting from the Regulations.
3. The Service Provider has the right to block the User from re-registering the User in a situation where the Demo Account was previously suspended or the User was deprived of the right to use IPLAS.
4. The Service Provider is entitled at any time to terminate the Agreement with the User with immediate effect, if:
 - a. The services are used by the User for illegal purposes or in a manner that violates the law;
 - b. The User acts to the detriment of the Service Provider or has failed to act to which he was obliged under the Regulations, despite the prior warning;
 - c. The User otherwise breaches the terms of the Regulations, despite a prior warning.

ARTICLE 10. TECHNICAL REQUIREMENTS AND MAINTENANCE WINDOWS

1. For the proper operation of IPLAS, the following are required:
 - a. computer hardware or a mobile device with updated software that provides access to the Internet. The hardware configuration of the devices must allow unrestricted use of the Internet and modern websites;
 - b. updated web browser (preferably Firefox or Chrome) ensuring the correct display of websites, with SSL support, JavaScript enabled, supporting HTML5, CSS3;
 - c. enabling cookies;
 - d. if the User intends to utilize the possibility of sending data read from his own sources, it is necessary to have computer equipment with network access to both the data source and the Internet. The computer hardware must be equipped with the Java runtime environment.
2. Closing the User's browser may delete the data sent to the website. All settings affecting the storage or deletion of sessions are in the User's browser.
3. Disabling cookies usually does not block the use of the Services, but in some cases it may limit the functionality of IPLAS.
4. In the event the User encounters technical problems with access to IPLAS or its individual functionalities, he/she may send a notification to the Service Provider at the following e-mail address: iplas@spiid.pl
5. The Service Provider is not responsible for the User's inability to use the Services provided as a result of the User's failure to meet the technical requirements.
6. The Service Provider reserves the right to carry out maintenance works on the IPLAS system between 10:00PM and 6:00AM (service window). During service work, the User's access to IPLAS may be limited or impossible.

ARTICLE 11. RIGHT TO WITHDRAW FROM THE AGREEMENT

1. The User who is a Privileged Entrepreneur has the right to withdraw from the Agreement without giving any reason, within 14 days from the date of its conclusion.
2. In order to exercise the right referred to above, the User should inform the Service Provider about his decision to withdraw from the Agreement. The User may also withdraw from the Agreement by an unequivocal statement provided using the Service Provider's contact details, indicated in the Regulations.
3. In order to exercise the right to withdraw from the Agreement, the User may use the attached Agreement withdrawal form attached as **Appendix No. 1 to these Regulations**. The use of this formula is optional.
4. In order to meet the withdrawal period specified in paragraph 1 hereinabove, it is sufficient to send information regarding the exercise of the User's right to withdraw from the contract before the deadline to withdraw from the Agreement.

ARTICLE 12. FINAL PROVISIONS

1. The Service Provider may change the Regulations for important reasons, which are considered in particular:
 - a. change of legal provisions affecting the content of the Regulations;
 - b. imposition of obligations on the Service Provider by public authorities that affect the content of the Regulations;
 - c. change in the scope of the Services provided, including a change or extension of functionality;
 - d. changes in the scope of: address data, name or legal form of the Service Provider;
 - e. need to counteract violations of the Regulations or legal provisions;
 - f. improving the operation of the Services and User support;
 - g. correction of the Regulations in order to remove inaccuracies, obvious errors and spelling mistakes.
2. In the event of changes to the Regulations, the Service Provider:

- a. shall notify Users who have an active Demo Account. The notification will be sent to the User's e-mail address and will contain information about the scope of changes, the full content of the new Regulations and the date of entry into force of the new Regulations;
 - b. publish on IPLAS websites information about the amendment to the Regulations, the new content of the Regulations and the date of its entry into force.
3. The amendment to the Regulations shall become effective on the date indicated by the Service Provider, not shorter than 14 days from the moment of notifying the Users about the changes and making the amended Regulations available to them.
4. Shall the planned changes to the Regulations not be accepted, the User, in order to terminate the Agreement with the Service Provider, should immediately, not later than within 14 days from the announcement of the changes, notify the Service Provider thereof. Termination by the User in the above-mentioned mode of the agreement with the Service Provider takes effect after 14 days from notifying the User about the changes to the Regulations.
5. If any of the provisions of these Regulations is invalid in whole or in part due to its non-compliance with generally applicable law, the remainder of the Regulations shall remain in force and shall be interpreted in accordance with applicable law, so that the meaning of the invalid provision is maintained.
6. In matters not covered by these Regulations, the provisions of Polish law shall apply, including the Civil Code and the Act on Providing Services by Electronic Means.

**APPENDIX NO. 1 TO THE REGULATIONS
FORM OF WITHDRAWAL FROM THE AGREEMENT**

(this form shall be completed and returned only if you wish to withdraw from the Agreement)

Registration data:

Systemy Przetwarzania i Integracji Danych sp. z o.o. with its registered office in Rybnik, at ul. Gen. Jarosława Dąbrowskiego 9, 44-200 Rybnik, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, X Commercial Department of the National Court Register under the number KRS 0000535640, NIP (Tax ID) 6423188801 and REGON (Business ID) 360342581, with the share capital of PLN 50,000.00.

Contact details:

Systemy Przetwarzania i Integracji Danych sp. z o.o. with its registered office in Rybnik, at ul. Gen. Jarosława Dąbrowskiego 9, 44-200 Rybnik, jplas@spiid.pl

I hereby inform about my withdrawal from the contract for the provision of the following service – IPLAS in Demo Version.

- The date of conclusion of the Agreement;
- Name and surname of the Privileged Entrepreneur;
- Privileged Entrepreneur's Address;
- Signature of the Privileged Entrepreneur (only if the form is sent in paper version);
- Date: