

## TERMS OF SERVICE

Before using the Rarog service please read these Terms and Conditions, in order to get acquainted with the functioning of the Application, in particular, the rights, duties, and responsibilities of the User, Application and Service Provider. If, for technical reasons, you are not able to read the contents of these Terms and Conditions, please do not hesitate to contact us by e-mail: team@rarog.io for the free provision of the Regulations in a way for you to read.

### § 1 General Provisions

1. The present Rules are rules for the service Rarog, available at <http://rarog.io/>. These Regulations shall, in accordance with the laws in force in the territory of the Republic of Poland, define the rights, and obligations of customers using the Service, as well as the responsibilities of service providers.
2. Terms contained in the Rules that begin with capital letters should be interpreted according to the definitions in § 2
3. All rights to the service <http://rarog.io> as a whole, including its layout and appearance, are reserved for service providers, as well as the right to the individual elements of text, images, graphics, applications, interfaces, and possibly databases. In particular, all the source codes are the property of the Service Provider, except for those used under Open Source, and Creative Commons license. The copying or using them in other applications without the written consent of the Service Provider is forbidden
4. Service Provider reserves that both the service and website itself and all of its components are subject to the protection provided by the Polish and international law, in particular under the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws No. 24, item . 83, as amended) and the Act of 16 April 1993 on unfair competition (Journal of Laws No. 47, item. 211 as amended).

### § 2 Definitions

1. Service Provider – Service administrative entity, which is the Michał Krajewski Technology Consulting, based in Wołomin, ul. Mariańska 4, 05-200 Wołomin, Tax ID: 1251502277. Company ID: 146221506.
2. The Service – carrying out a Twitter campaign in accordance with the terms and conditions described herein.
3. Application - software and rarog.io website designed by the Service Provider
4. Regulations - the document that governs the rights and obligations of the Customer and the Service Provider.
5. Customer - The person ordering the service from the Service Provider by filling out the electronic form available on the website of the Service Provider and accepting the provisions of these Regulations, with legal capacity to contract in its own name and purchase obligations, or the rights attached to the appropriate represent a distinct entity. A customer may only be an entrepreneur within the meaning. 43 index 1 of the Act of April 23, 1964 - Civil Code (Journal of Laws of 1964, No. 16, item. 93).

6. Person - a natural person, legal person and an organizational unit without legal personality.
7. The fee - fees paid in advance by the Customer for the Service provided in a fixed period of time according to the rates available on the websites of service providers, pay by bank transfer, credit card or PayPal.com after being issued by the Service Provider proper accounting document.
8. Agreement - Agreement Provider and the Client to which the provisions of the Act of electronic services are applicable. Under the Agreement, Service Provider is required to provide the Service and the Customer to pay certain fees.
9. CTR – Click Through Rate. The rate of people that clicked the link in a message (tweet) to all messages (tweets) sent. The clicks are being measured using bitly.com

### **§ 3 Technical Requirements**

1. The purpose of the software or data which are not a component of the content of the service provided by the Service Provider, introduced into the communication system used by the user (cookies), is to display the Service in the correct way and to permit the Service usage statistics.
2. Minimum technical requirements to permit the proper use of the Service to include:
  - a. PC or compatible,
  - b. operating system (any version of Microsoft Windows, Mac OS X or Linux supports web browsers listed in step d),
  - c. operational connection to the public telecommunication network,
  - d. Microsoft Internet Explorer 7.0 or higher, Mozilla Firefox 3.0 or higher, Safari 2.0 or higher, Goggle Chrome 2.0 +, Opera 7.0 or higher,
  - e. active e-mail account (with the ability to read and send e-mail).
3. Different or incomplete hardware or software in relation to the above requirements can lead to an inability to carry out the Service properly.
4. Using the Service is not associated with the specific risks associated with the use of electronically supplied services, other than those that commonly occur when using a public telecommunications network.
5. Service Provider reserves the right to technical interruptions in the functioning of the website under the current operation and maintenance.

### **§ 4 Conclusion and Termination**

1. This Agreement is entered into by:
  - a. Customer fills the appropriate registration form available at rarog.io, and receives a confirmation email and answers the questions provided.
  - b. and make a statement with regard to the content of the Rules and acceptance of all its provisions.
2. Giving your identity in the registration form, you confirm the authenticity and accuracy of the data. Moreover, the Client is obliged to update the information given in the registration form as soon as any change in the data.

3. In the event that the Service Provider doubts as to its compatibility with the truth or validity of data provided by the client ID in the registration form, the Service Provider reserves the right to request the customer to immediately remove false data or update data, and to suspend the account until the clarification of the matter.
4. You have the right to terminate the Agreement without cause at any time by sending a statement to the Provider by electronic means. The service provider does not return the fee paid in advance for the unused period in case of termination of the contract by the customer.
5. Lack of payment of fee for the Service for a period longer than 7 days shall be treated as a termination of the Agreement by the Client for any reason.
6. You have the right to terminate the Agreement if you don't accept the new conditions of the Rules or Fees within one week from the date of delivery to the.
7. The service provider has the right to terminate the agreement in case of breaking the Regulations, making their activities harmful to the Service Provider or other Customers, as well as when the content posted by you or associates are found to be illegal.
8. The service provider can deny the service without presenting any reason. If the execution of the service did not materialize, the Client shall be entitled to refund the money paid.

#### **§ 5 Scope of services**

1. The basic service provided by the Service Provider under the Agreement is the distribution of text messages (tweets) via Twitter.com platform in accordance with the terms of service of Twitter <https://twitter.com/tos>
2. Text messages (tweets) are sent to a targeted group of 1000 users specified by the Customer.
3. The Service Provider creates a account or accounts on Twitter.com which are used to distribute messages (tweets).
4. The service provider guarantees at least 200 clicks on the hyperlinks in sent messages (out of 1000 sent messages). If this threshold is not reached the Customer will receive a refund. The number of clicks is being measured by 3<sup>rd</sup> party service bitly.com. The tweets are being sent using 3<sup>rd</sup> party service buffer.com. The Service Provider is not hold accountable for 3<sup>rd</sup> party service provider actions and errors.
5. the Service Provider sends a report after the campaign is finished (that is - all messages are sent).

#### **§ 6 Payments**

1. The service is not free. Fee for service is determined on the basis of the price list in force at the date of ordering the Service. Defined in this way fee applies until the adoption of the new price list, which is the basis for determining the number of updated fees, for which the client will be immediately informed in order to allow the Customer to use the powers referred to in § 4 paragraph 5 of these Regulations.
2. The current price list is available online at <http://rarog.io/> .

## **§ 7 Information processing, personal data protection, and privacy policy**

1. Customer consents to the processing of personal data. These data will be used to the conclusion, changes, termination of the agreement and accounting needs and to ensure the highest quality of services.
2. The Customer also agrees to publish the name and address of the Customer's website on Service Provider's website as a testimonial and creating a case study by the Service Provider.
3. The administrator of personal data referred to in paragraph 1 is Michał Krajewski Technology Consulting, based in Wołomin, ul. Mariańska 4, 05-200 Wołomin, Tax ID: 1251502277. Company ID: 146221506. making the processing of your personal information in accordance with the provisions of the Act of 29 August 1997 on the Protection of Personal Data (unified text. Laws of 2002, No. 101, item. 926, as amended.) And the Act of 18 July 2002 on electronic services (Journal of Laws of 2002, No. 144, item. 1204, as amended.).
4. By accepting these Terms and Conditions the Customer declares that he is the sole owner of all data provided by him or related to the Service. Service Provider is not responsible for the content of the data. If the data violates the rights of third parties or that are collected and processed by the Customer unlawfully, Service Provider reserves the right to terminate the Agreement and delete all data.
5. The service provider stores and processes all data provided by the Customer with appropriate security measures that meet the requirements of Polish law.
6. The data may be copied, reproduced and stored on servers located in data centers operated by third parties, service providers, and secure data storage companies for the Service Provider

## **§ 8 Rights and Responsibilities**

1. You have the right to submit any suggestions, questions, requests, complaints and reports of irregularities in the performed Service in accordance with the procedure provided in § 9 of these Regulations.
2. It is prohibited to use any materials prohibited by law in the text messages (tweets), and to take any illegal activity, including attempts to block, damage or interference with the operation of the Service, attempting to steal data from other clients or users associated with them, placing viruses, scripts for stealing identity and take other similar actions to the detriment of the Service Provider or its Customers. The Service Provider reserves the right to block the account, terminate the Contract with the client, remove the materials placed in accordance with the law or interfere with the Service, and to inform about the activities of the judiciary.

## **§ 9 The rights and obligations of the Service Provider**

1. The Service Provider undertakes to provide the Service thoroughly.
2. The service provider is not able to guarantee access to the Service at any time. In particular:

- a. The service provider shall not be liable for disruptions caused by force majeure, hardware failure or unauthorized interference with customers, users or third parties, even if they cause the loss of data
3. The service provider shall not be liable in the event referred to him by other Customers, users or any third party claims relating to the content and provided by the Customer. Responsibility for this lies entirely with Customer or the associated partner.
4. The service provider shall not be liable for the consequences caused by the disclosure by the Customer or associated partner the password / login to the Twitter accounts, and is not responsible for the consequences caused by allowing third parties access to the resources of the Customer.
5. The Service Provider is not liable for damage resulting from the incorrect operation of computer hardware and software client.

### **§ 10 The claim**

1. The service provider provides the following e-mail address to which customers can make suggestions, inquiries, requests, complaints and reports of irregularities in the functioning of Application - team@rarog.io
2. The complaint should be made immediately after the occurrence of irregularities. Such complaint shall state the account, time and particular circumstances of irregularities, and in the event of an error message - its exact content. It is advisable to include graphics showing screenshots of the irregularity.
3. Customer complaints are dealt with on an ongoing basis no later than 30 days from the date of filing the complaint. The answer to the complaint form is sent to the customer email address. Service Provider reserves the right to leave unanswered complaints reports on problems due to ignorance of the principles of the Rules, the provisions of applicable law or guidelines provided by the Service Provider.

### **§ 11 Final provisions**

1. These Regulations are available free of charge at <http://rarog.io/> in a form that enables the collection, recording, and printing, and shall enter into force upon its release.
2. These Regulations may be at any time, unilaterally and without justification amended by the Service Provider. The content of the amendments will be immediately sent to the Customer electronically.
3. If, within one week of the date of delivery to the Client notification of the change of the Rules, together with its unified text the Customer fails to submit a notice of termination of the contract, he/she is believed to have accepted the amendments to the Regulations. The Customer will send the Statement of termination in an electronic form to the Provider's email address.
4. A consolidated version of the text of the Rules is set out on page <http://rarog.io/> . The Rules come into force after being published on the website.
5. Any disputes arising in connection with the use of the Application shall be settled by the court competent for the seat of the Service Provider.

6. In the case of change or cancellation as a result of a final court judgment any of the provisions of these Regulations, the remaining provisions shall remain in force and binding on the parties.