

TERMS AND CONDITIONS OF THE CHOICER MOBILE APPLICATION

DEFINITIONS

Mobile Application/Application - software under the name 'Choicer', developed by Choicer and made available to the User via the App Store or Google Play Store, intended to be installed in the memory of the Mobile Device.

Account - when fully activated, is a collection of resources in which the User's data and information about his/her activities within the Application are stored and managed by the User himself/herself.

Choicer - the owner of the Mobile Application as well as the service provider who provides services through it - Choicer Sp. z o. o. with its registered office in Zabierzów (32-080), ul. Radosna 1, entered into the National Court Register kept by the District Court for Kraków - Śródmieście in Kraków, 12th Commercial Division of the National Court Register, under KRS number 0000930386, Polish Tax Identification Number (NIP): 5130274980.

Terms and Conditions - this document, constitutes terms and conditions within the meaning of Article 8 of the Act of 18 July 2002 on the provision of services by electronic means.

Registration - the first launch of the Mobile Application, during which the User registers an Account in the Application by assigning the current Mobile Device to his/her Account.

Agreement - an agreement for the provision of services by Choicer to the User via the Application, the object of which is the provision of services to the extent and under the provisions of the Terms and Conditions.

Mobile Device - a device which allows the use of the Application and the data transmission service, in particular a mobile phone or tablet, operating on the basis of the Android or iOS operating system.

Services - services provided by Choicer to Users electronically through the Application within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws No. 144, item 1204, as amended).

User - an individual, a legal entity or an organisational unit without legal personality, which uses the functionalities offered by the Application through the Application installed on its own Mobile Device. The Application may only be used by persons over the age of 16, with the proviso that in the case of an individual aged between 16 and 18 the prior consent of his/her legal representative is required.

User Content - content created, published, stored and shared, including images, videos, messages, text and other materials posted on the Application by Users or otherwise made available through the Application.

I. GENERAL PROVISIONS

1. These Terms and Conditions set out the terms, conditions and scope of use of the Mobile Application designed for mobile devices with iOS or Android operating systems.
2. The content of these Terms and Conditions shall be made available to the User free of charge prior to the conclusion of the Agreement in a manner that enables the Users to obtain, reproduce and record its content by printing or saving it on a medium at any time. The Terms and Conditions are also continuously available in the Mobile Application, Google Play Store and App Store.
3. All rights to the Mobile Application and all materials contained therein, including property copyrights, intellectual property rights to the name, logos belong to Choicer or third parties and may only be used in the manner specified and in accordance with the Terms and Conditions. The Application may display and introduced by Users, trademarks and trade marks only for statistical, informational, opinion-forming purposes, as well as for the purpose of carrying out research surveys, and they will be the property of the respective entities.

4. Choicer is entitled to include advertising content on the Application relating to the Services offered, as well as and goods and services of third parties.

II. TECHNICAL REQUIREMENTS

1. The application is available to all persons using Mobile Devices that meet the following operating system technical requirements:
 - i. for the Application version downloaded from the App Store - iOS version 9.0 (or later).
 - ii. for the Application version downloaded from the Google Play Store - Android version 6.0 (or later).
2. The following features of the Device must be activated in order for the Application to start and function properly:
 - i. active internet connection,
 - ii. active Wi-Fi connection.
3. The costs of data transmission required for downloading, installing, launching and using the Application shall be borne by the Users themselves under agreements concluded with telecommunications operators or other Internet service providers. The User is responsible for any charge for the use of data transmission necessary to use the Application. Choicer recommends that Users of the Application use applications or operating system functions that measure the amount of data transmitted.
4. In order to use the full functionality provided by the Mobile Application, the User will have to agree to make the Mobile Application available to the phone's memory, camera or location.

III. ACCOUNT REGISTRATION

1. In order to make full use of the functionalities of the Application, the User must register a User Account. In order to do so, it is necessary to have an email account running on any server or a Gmail account or a Facebook account.
2. Registration requires the completion of a registration form and the provision of the required User details and a unique password, unless Registration is via a Gmail account or Facebook account.
3. During the Registration process, the User is obliged to read the Terms and Conditions and the Privacy Policy together with accepting their contents. In the event of non-acceptance of the indicated documents, the registration of the Account will be cancelled.
4. Once the Account has been registered, the Application will perform an automatic login each time it is launched, unless the User logs out of the Application independently.
5. The moment the Agreement is concluded is when the User confirms their wish to register an Account by clicking on the "Register" button. The Agreement is concluded for an indefinite period of time.
6. The User is solely responsible for any inaccuracy in the data it provides, and is therefore obliged to provide truthful, accurate, up-to-date, not misleading data and data which is entitled to use.
7. Choicer informs that it does not verify in any way the identity of Users during their Registration, however in the case of justified doubts as to the truthfulness of the data provided by the User during Registration, Choicer reserves the right to block the Account until the User confirms that it has provided true data. Choicer will indicate to the User how to confirm the data by means of a message sent to the email address provided by the User during Registration.
8. The User has the right to edit its data provided during Registration. Data editing is possible by contacting Choicer directly, sending information to the following email: contact@choicer.org or via the Application, in the case of editing the data, items 6 and 7 apply respectively.
9. The User may only have one Account in the Application, which is non-transferable. In particular, the User shall not be entitled to sell the Account, to give it for use or to make it available in any other form to third parties.

10. The User is obliged to keep the access data to the Account confidential and to protect them from access by third parties. If the User becomes aware that third parties have obtained its Account access data, the User shall immediately inform Choicer and, if possible, change them immediately.

IV. RULES FOR THE USE OF APPLICATIONS AND SERVICES

1. Choicer, through the Application, makes available a Service consisting of dynamic analysis of Users' preferences by means of the possibility to quickly learn the opinions of other Users as to the Content entered by the User. As part of the Service, it is possible, in particular to:
 - i. create Content to obtain feedback from other Users;
 - ii. express opinions on the Content of other Users;
 - iii. view the contents of the Application;
 - iv. view and compile statistics.
2. The Content made available via the Application is in principle made available anonymously, any loss of anonymity only taking place upon the express and conscious action of the User.
3. The download of the Application from the stores indicated in these Terms and Conditions, as well as the use of the basic services offered through it, is free of charge. Paid functionalities of the Application will be clearly marked, so that the User has full knowledge of the costs incurred in connection with the use of paid functionalities of the Application.
4. The charge will be collected via the App Store or Google Play Store. The fee will be charged for the purchase in the Application in the amount specified for the selected Service, together with any taxes that may be added to the principal amount. By choosing to purchase the Services, the User authorises Choicer or a third party to collect the amount due.
5. Choicer is not responsible for the correct exchange rate or any other charges levied or charged by the bank or payment service provider.
6. If the User has any problems with payment, the User should contact the relevant payment provider in order to clarify doubts or make a complaint. Exceptionally and within the limits of technical and organisational possibilities, Choicer may assist the User in clarifying the problem. Please note that Choicer does not accept any responsibility for the implementation of the payment service by an external service provider.
7. Choicer may offer the Service at a price lower than the standard price under the terms and conditions indicated in the relevant promotional offer, determined solely at Choicer's discretion.
8. Users are obliged to use the Application in a manner consistent with applicable law, the Terms and Conditions and the terms and conditions of the stores from which the Application was downloaded, as well as in compliance with the rules of social coexistence, including the general rules for the use of the Internet and Mobile Applications.
9. The User is entitled to use the resources of the Application solely for its own use, unless Choicer and the User agree otherwise. Choicer does not agree to use the resources and functions of the Application for the purpose of carrying out activities by the User that would infringe the rights of third parties and the interest of the service provider.
10. When using the Application, the User is specifically obliged not to:
 - i. use the Application for purposes other than these Terms and Conditions indicate, i.e. for commercial or public purposes, unless Choicer and the User agree otherwise;
 - ii. use the Application in an unlawful or improper manner;
 - iii. copy/reproduce, rent, sell, distribute or otherwise distribute, edit or transmit or adapt the contents of the Application;
 - iv. circumvent, modify, delete, alter or otherwise tamper with any security, coding or other technology or software that is part of the Application;

- v. use the Application in any way that could interfere with, adversely affect or prevent other Users from using the Application or that could damage, disable, overburden or interfere with the Application in any way;
 - vi. use the Application in a manner that violates copyright laws, other laws or the provisions of these Terms and Conditions;
 - vii. take action that encourages, facilitates or causes third parties to take the above actions;
 - viii. use or attempt to use another User's account without that User's authorisation;
11. In the event that the User is found to be engaging in activities prohibited by law or the Terms and Conditions, or in violation of the rules of social coexistence, Choicer may take all legally permitted actions, including restricting or blocking the User's ability to use the Application and the Services provided through it, and terminate the Agreement. In the event that Choicer takes the indicated preventive actions, the User shall not be entitled to a refund for the charges made.
12. In the event of termination of the Agreement, Choicer shall immediately deactivate the User's access to the Application and the User shall immediately uninstall the Application from the Mobile Device.

V. CONTENT OF THE APPLICATION

1. When using the Application, the User shall create, publish and share Content that is in accordance with the following rules:
- i. Content that is unlawful, obscene, pornographic, indecent, lewd, harassing, threatening, inflammatory or fraudulent, including content that violates the rights of third parties, is prohibited;
 - ii. Content that contains untrue, defamatory, libellous or intentionally misleading information is prohibited; ,
 - iii. Content that violates the rights, personal rights and the rules of social coexistence, in particular that contains vulgar or offensive language relating to private and family life or that incites violence or hatred, including racial, religious or ethnic hatred or against sexual minorities, is prohibited,
 - iv. Content that constitutes, encourages or gives instructions of any kind concerning the commission of a criminal offence is prohibited;
 - v. Content that would infringe patents, trademarks, trade secrets, copyrights or other intellectual rights is prohibited;
 - vi. Content that assumes the character of spam is prohibited;
 - vii. Content that contains unsolicited commercial advertising, promotion or political campaigns is prohibited, unless Choicer and the User agree otherwise;
 - viii. Content that contains any private or personal data, including the image of a third party without that person's consent is prohibited.
1. When using the Application, the User publishes and shares Content on a voluntary basis, subject to the provisions of these Terms and Conditions.
2. Choicer is not responsible for Content published by Users.
3. Choicer is not obliged to check, edit or monitor the Content, however, in the event of doubts about the published Content, Choicer has the right to refuse to publish the Content and to remove already published Content if it is in breach of the Terms and Conditions or the law.
4. In the case of ascertaining that the User, by creating and publishing the Content, commits actions prohibited by law or the Terms and Conditions, or violates the rules of social coexistence, Choicer may take all legally permitted actions, including restricting or blocking the User's ability to use the Application and the Services provided through it, as well as terminate the Agreement. In the event that Choicer takes the indicated preventive actions, the User shall not be entitled to a refund for the charges made.
5. In the event of termination of the Agreement, Choicer shall immediately deactivate the User's access to the Application and the User shall immediately uninstall the Application from the Mobile Device.

6. Any User who becomes aware of the publication of Content by another User which violates the Terms and Conditions, the law or the rules of social co-existence is obliged to notify Choicer of the incident. The notification is made by clicking on the "Report" button in the Application.

VI. LIABILITY

1. Choicer carries out day-to-day supervision of the technical functioning of the Application, ensuring that it operates correctly.
2. The User uses the Application voluntarily, at its own risk and shall ensure that the Application is able to function correctly insofar as it is dependent on the User (e.g. correct functioning of the mobile device, use of settings to receive current notifications from the Application, etc.).
3. Choicer is not liable:
 - i. for limitations or technical problems in the data communications systems used by Users' Mobile Devices which prevent or restrict Users from using the Application and the Services offered through it; and the Services offered through it;
 - ii. for the effectiveness of the reach of the Content, understood as the actual increase in interest in the User's Content;
 - iii. for any Content that Users create, post, transmit or acquire. Any User's use of all material downloaded or otherwise obtained through other services is at their own risk and responsibility;
 - iv. for decisions taken by the User in accordance with the opinions of other Users - decisions taken by Users should always be taken (despite the opinions obtained) on the basis of the principles of sound reasoning, knowledge and also life experience.
4. At the same time, Choicer would like to remind that the Content uploaded to the Application is uploaded by Users on a voluntary basis, but must be in compliance with the Terms and Conditions and the provisions of common law. Choicer will exercise the utmost care to prevent infringements, but will not be held responsible for any Content posted or sent by Users that would violate the law, the rights of third parties or other Users.
5. Each User understands and agrees that it may be exposed to Content from another User that is inaccurate, offensive, inappropriate for children or otherwise objectionable, by indicating his or her acceptance of these Terms and Conditions.
6. Choicer makes no warranties of any kind, express, implied or statutory, on the Services and the Content that appear on the Application, and in particular Choicer disclaims any warranties of quality or fitness for a particular purpose.
7. Choicer does not represent or warrant that:
 - i. the Service and the Application will be available uninterrupted, secure and error-free;
 - ii. all Content and information obtained from or through the Application will be accurate

VII. INTELLECTUAL PROPERTY RIGHTS

1. Copyright and related rights to the Mobile Application as a whole, as well as to its individual parts, graphical, verbal or musical elements, in particular to the logo, as well as the rights to the composition of these elements and their layout of the Mobile Application, belong to Choicer.
2. Materials which are works within the meaning of copyright law or objects of related rights are subject to protection under the Act on Copyright and Related Rights without the need for a separate reservation, in particular, without the need for any statements to be made by persons representing Choicer or the User introducing them into the Mobile Application.
3. The User agrees to assign its copyrights in the works entered or made available in the Application at Choicer's every request within 7 days of such request.

4. The User agrees not to assert claims under Article 79 of the Copyright Act against Choicer for the period during which the copyright was not vested in Choicer.
5. The User undertakes not to exercise the moral copyrights in respect of the works transferred to Choicer in accordance with paragraph 3.
6. The Agreement concluded with Choicer in no way transfers to the User any ownership or other intellectual property rights in the content of the Service or the Service itself.
7. In order to enable the User to use the functionality of the Application, Choicer grants the User a non-exclusive, non-transferable, granted for the duration of the User's use of the Application, unlimited territorial Licence to use the Application. The aforementioned Licence is granted for the permanent or temporary reproduction of the Application in whole or in part by any means and in any form; to the extent that reproduction is necessary for the introduction, display, use, transmission and storage of the Application, to make the interface available to the public and to reproduce it permanently by installation in the form of an application on a Mobile Device in order to use it in accordance with its purpose and the functionality specified in the Terms and Conditions. The User shall not be entitled to any other rights, including intellectual property rights, beyond those expressly indicated in the Terms and Conditions, in particular Clients shall not be entitled to any use of the source codes of the Application. Clients acknowledge that failure to comply with the above obligation may result in an infringement of Choicer's copyrights in the Application and the User may be held legally liable for such infringement.

VIII. PRIVACY

1. Detailed rules for the processing of personal data within the Application are set out in the [Privacy Policy](#), the content of which is accepted by the User when registering an Account in the Application - failure to accept the aforementioned document will prevent the registration of the Account.
2. By registering in the Application, the User may consent to the Administrator sending commercial information in accordance with the provisions of the Act of 18 July 2002 on the provision of electronic services, to the email address provided by the User, concerning the Application, the Administrator's activity, as well as its business partners.

IX. TERMINATION OF THE APPLICATION

1. The User may stop using the Application at any time, in particular if it does not accept the changes made to the Terms and Conditions, the Privacy Policy or updates to the Application. Discontinuation of use requires the deletion of the Account in the Application, which is equivalent to the termination of the Agreement with Choicer.

X. COMPLAINTS

1. Any complaints related to the use of the Application and the provision of Services through it, as well as questions regarding the use of the Application should be addressed to Choicer via the form on the website choicer.org
2. The complaint should include: the User's first name, surname and email address (given during Registration), as well as a detailed description and indication of the reason for the complaint.
3. Choicer shall recognise the complaint within 30 days from the date of its receipt. Choicer's response to the complaint is sent by email to the email address assigned to the Account, unless the User requests in the content of the complaint that the response be sent by post to the mailing address indicated in the content of the complaint

4. If the data or information provided in the complaint needs to be supplemented, Choicer shall request the User to supplement the complaint before processing it. The time taken by the User to provide additional explanations extends the period of complaint consideration.

XI. OUT-OF-COURT SETTLEMENT OF DISPUTES

1. The Consumer has the right to make use of out-of-court complaint and redress procedures. Detailed information about the Consumer's right to use out-of-court procedures for dealing with complaints and pursuing claims, as well as rules of access to these procedures are available at the offices and websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Voivodship Inspectorates of Trade Inspection and at the following website addresses of the Office of Competition and Consumer Protection:
 - a. http://www.uokik.gov.pl/spory_konsumenckie.php
 - b. <http://polubowne.uokik.gov.pl/rejestr,5.pl.html>
2. The Office of Competition and Consumer Protection has a Contact Point which provides information on amicable proceedings. ADR/ODR Contact Point (information on ADR entities, assistance in filling in applications), Pl. Powstańców Warszawy 1, 00-950 Warsaw, Phone No. 22 55 60 332, 22 55 60 333, Email: kontakt.adr@uokik.gov.pl.

XII. FINAL PROVISIONS

1. In matters not regulated in these Terms and Conditions, the relevant provisions of generally applicable law shall apply, including in particular the Civil Code and the Act on Provision of Electronic Services.
2. The User agrees and acknowledges that Choicer has the right to amend the Terms and Conditions if the following reasons arise:
 - i. need to improve User security;
 - ii. need to improve the operation of the Application and the Service;
 - iii. need to prevent abuse by Users in connection with the use of the Application; and use of the Application;
 - iv. event of a change to the terms and conditions of a chargeable Service or its withdrawal, whereby changes made on this basis shall not affect Services already purchased;
 - v. introduction of a new chargeable service, as well as the extension of the Application/Service with new additional functionalities that are not covered by these Terms and Conditions,
 - vi. changes in generally applicable legislation that directly affect the content of the Terms and Conditions.
3. Changes may be made at any time, but Users will be informed of the changes at least 7 days in advance to the email address associated with the Account. The changes shall be effective from the time indicated in the notification of the change to the Terms and Conditions (which cannot be earlier than 7 days). The amendments shall be deemed to have been accepted by the User at the time of the User's continued use of the Application after the changes come into effect.
4. Unless mandatory provisions of law state otherwise, the law applicable to agreements between the User and Choicer is Polish law.
5. Any disputes relating to the Service provided by Choicer through the Application will be submitted to the competent courts of law.
6. The Terms and Conditions are effective as of 01.12.2022.