

Terms of Service and Use of the Website and Application

Measure Effect®

Anyone who accepts these Regulations agrees to their provisions. Consent to the terms is necessary for the proper use of the Website and Application.

§ 1 Definitions

Term	Definition
Personal Data Controller	SONEL S.A., which determines the purposes and means of processing personal data on the Website and in the Application, in accordance with the GDPR and other applicable data protection laws.
Electronic Address	A designation of a teleinformatic system enabling communication by means of electronic communication, in particular an e-mail address.
Application	A set of software under the name Measure Effect (web and mobile) provided by the Service Provider.
Consumer	A natural person performing a legal transaction with an entrepreneur that is not directly related to their business or professional activity.
Account	An individual User panel available after registration and login, identified by a login and password, used for managing User resources, placing Service orders, and archiving orders; the Account is free of charge for the User.
Regulations	These regulations for the provision of services by electronic means, prepared and made available in accordance with Art. 8 of the Act on the Provision of Services by Electronic Means.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).
Website	The website of the Service under the name Measure Effect, including the website and the web and mobile application.
Teleinformatic System	A set of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving of data through telecommunications networks using a terminal device appropriate for a given type of telecommunications network within the meaning of the regulations.
Means of Electronic Communication	Technical solutions, including teleinformatic devices and their cooperating software tools, enabling individual distance communication using data transmission (in particular, electronic mail).

Provision of a Service by Electronic Means	The performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the User, sent and received by means of devices for electronic processing, including digital compression, and data storage, which is entirely broadcast, received, or transmitted via a telecommunications network.
Service	A service provided electronically by the Service Provider via the Website/Application, in accordance with the Regulations.
Digital Service	A service that allows the consumer to generate, process, and store data or access it in digital form, or a service that allows for the shared use of digital data that has been sent or created by the consumer or other users of this service, or other forms of interaction using such data.
User	An adult natural person, a legal person, or an organizational unit without legal personality who uses or intends to use the services provided electronically by the Service Provider.
Service Provider	SONEL S.A. with its registered office in Świdnica (58-100), ul. Wokulskiego 11, KRS 0000090121, NIP 884-00-33-448.
Online Platform	A hosting service that, at the request of the service recipient, stores and disseminates information to the public, excluding activities that are a minor or purely ancillary feature of another service.
Content Moderation	Actions taken by the Service Provider to detect, identify, and address illegal content or content that violates the Regulations, including its removal or restricting access to it.
Illegal Content	Information which, in itself or by reference to an activity, is not in compliance with Union law or the law of a Member State which is in compliance with Union law, irrespective of the subject matter or nature of that law.
DSA	Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services (Digital Services Act).

§ 2 General Provisions

1. The owner of the Website and the Application is: SONEL S.A. with its registered office in Świdnica (58-100), ul. Wokulskiego 11, entered into the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register under number 0000090121, NIP 8840033448, BDO 000005929, with a share capital of PLN 1,400,000.00 (fully paid).
2. Detailed contact information of the Service Provider:
 - e-mail address: sonel@sonel.pl,
 - correspondence address: SONEL S.A., ul. Wokulskiego 11, 58-100 Świdnica.

3. These Regulations define the terms and conditions for the functioning and use of the Website and Application, including in particular the rights, obligations, and scope of liability of the User and the Service Provider.
4. The Regulations are made available free of charge before the conclusion of the contract and during its performance, in a way that allows for their download, storage, and reproduction ("Website Regulations" tab).
5. By starting to use the Website/Application, the User confirms that they have read the Regulations, accept their provisions, and undertake to comply with them.
6. The User is obliged to use the Website and Application in accordance with:
 - a) applicable laws,
 - b) good practices,
 - c) the provisions of the Regulations, while respecting personal rights, personal data, and intellectual property rights of the Service Provider and third parties.
7. The User is obliged to provide data that is factually correct and to refrain from providing content of an unlawful nature.
8. The Website and Application are intended primarily for entities conducting business activities and their employees and associates; the services may also be used by a consumer within the meaning of Art. 22 of the Civil Code.
9. The User acknowledges that the Website and Application are a technical support tool, and substantive decisions remain solely at the User's discretion.
10. The Service Provider is not responsible for the substantive correctness of the actions taken by the User or for the compliance of the services they provide with legal regulations, the rules of the art, best practices, or mandatory or voluntary standards/norms to which the User or their clients have committed. This also applies to content made available on the Website/Application (including document templates), which are for auxiliary purposes only and do not constitute legal or specialist advice.

§ 3 Conclusion and Termination of the Agreement for the Provision of Services by Electronic Means

1. A person who meets the following conditions may use the Services on the Website and in the Application:
 - a) meets the technical requirements specified in the Regulations,
 - b) has concluded an agreement for the provision of services by electronic means,
 - c) has provided a correct e-mail address (login).
2. The Services are available only to adults. Registration, conclusion of the agreement, and use of the Website are permissible after reaching the age of 18.
3. The condition for starting to use the Website and Application is the registration of an Account and acceptance of the Regulations. The agreement is concluded upon confirmation of registration (Account activation).

4. The provision of services begins immediately after the conclusion of the agreement or on the date indicated during the purchase process. If the start date for the provision of services is selected within 14 days of the contract conclusion, the Service Provider will execute the service according to the chosen subscription plan.
5. As part of the registration, the User:
 - a) provides a login (e-mail address),
 - b) sets a password that meets security requirements,
 - c) confirms having read the current Regulations.
6. An activation link is sent to the provided e-mail address.
7. One e-mail address can only be assigned to one Account. If the address is already in use, the system will inform that another Account cannot be registered with this address.
8. For security reasons, it is recommended that the User does not use passwords in the Website that are used in other services. An immediate password change is recommended after the first login.
9. The agreement for the provision of services by electronic means is concluded for a definite period, corresponding to the paid subscription period (from 1 to 12 months), and expires at the end of this period unless it is extended in accordance with the price list or offer conditions.
10. Either party may terminate the agreement at any time, effective at the end of the billing month or within 14 days of the delivery of the notice of termination, whichever comes first. Termination does not affect the validity of services already paid for periods ending before the date of termination of the agreement.
11. Unless otherwise agreed, fees for the current, paid subscription period are non-refundable. This provision does not violate the rights of the consumer, in particular the right to withdraw from the agreement.
12. The Consumer has the right to withdraw from the agreement within 14 days of its conclusion without giving a reason. In the case of digital services, this right expires after the full performance of the service with the prior express consent of the consumer. The payment will be refunded within 14 days of receiving the withdrawal statement.
13. The Consumer loses the right to withdraw from the agreement if the Service Provider has begun the provision of the service with the express and prior consent of the consumer, who was informed before the commencement of the service about the loss of the right of withdrawal and acknowledged it.
14. Before activating the service, the consumer is obliged to check the appropriate box confirming that:
 - a) they agree to the commencement of the service before the expiry of the 14-day period for withdrawal from the contract,
 - b) they have been informed that after the full performance of the digital service, they will lose the right to withdraw from the contract,

- c) they acknowledge the above and agree to the loss of the right of withdrawal after the service has been performed.
15. The Consumer may not withdraw from a service contract if the services have been fully performed, and the performance began with the Consumer's express consent, who was informed before the start of the performance that after the full performance of the service by the entrepreneur, they will lose the right to withdraw from the contract.
16. The Service Provider may change the prices of services for future billing periods. Information about the change is provided to the User before the start of the next billing period, which allows for resignation from renewing the agreement.
17. In the event of a change in taxes or other public-law charges affecting the gross price of the Services, the new price shall apply from the next due payment. The Service Provider shall inform the User of the change in advance, appropriate to the billing cycle.

§ 4 Scope and Rules for the Provision of Services by Electronic Means

1. The Services on the Website and in the Application include, in particular:
 - a) managing the devices in use,
 - b) conducting inventories of the devices in use,
 - c) generating reports,
 - d) monitoring notifications from devices (only for SONEL brand devices),
 - e) storing documents and audiovisual materials related to measurement processes, entered manually by the User.
2. The Service Provider does not exercise constant or general supervision over the materials posted by Users and is not obliged to verify them in advance.
3. Notwithstanding paragraph 2, the Service Provider is entitled to take action against illegal content or content contrary to the Regulations, including in particular:
 - a) removing such content,
 - b) restricting the availability of content,
 - c) reducing the visibility of content,
 - d) suspending or terminating the provision of services in relation to specific content or an account.

§ 5 Technical Requirements

1. In order to properly use the Website and the Application, the User should meet the following minimum technical requirements:
 - a) having an individual, active e-mail address,
 - b) having a terminal device that allows the use of Internet resources (e.g., PC, laptop, tablet, smartphone, smart TV),
 - c) using a current version of one of the commonly available web browsers with JavaScript enabled,

- d) having Internet access with a bandwidth that allows for the proper use of the Website,
 - e) accepting and enabling the saving of cookies in the web browser in accordance with the principles set out in the Privacy Policy and Cookies Policy.
- 2. Failure to meet the above requirements may prevent or hinder the proper use of the Website and the Application.

§ 6 Prohibition of Providing Unlawful Content

1. The User may not provide content of an unlawful (illegal) nature. Illegal content is understood as information which, in itself or by reference to an activity, is not in compliance with European Union law or the law of a Member State which is in compliance with Union law, irrespective of its subject matter or nature.
2. Unlawful content is considered to be, in particular, but not exclusively:
 - a) pornographic, racist, hate-inciting, defamatory, offensive, or otherwise infringing on the personal rights of third parties;
 - b) content that violates intellectual property rights (including copyrights, related rights, trademark rights, industrial design rights);
 - c) content including personal data or other information, the dissemination of which violates personal data protection regulations;
 - d) content constituting a trade secret of third parties, i.e., technical, technological, organizational information of an enterprise or other information of economic value, which as a whole or in a particular combination and collection of their elements are not generally known or easily accessible to persons usually dealing with this type of information, provided that the entitled person has taken, with due diligence, measures to keep them confidential.
3. The User declares that all posted materials are free from legal defects and that their processing on the Website does not violate the law ; in particular, the User has the required rights or consents to share these materials.
4. The Service Provider may use a mechanism for reporting illegal content (notice and action). The report should include:
 - a) justification for the illegality of the content,
 - b) the exact location (e.g., URL/ID),
 - c) the reporter's details (including e-mail),
 - d) a statement of acting in good faith.
5. Upon receipt of a valid report, the Service Provider: immediately confirms receipt and takes reasonable action regarding "manifestly illegal" content, providing a reasoned decision and available appeal measures.

§ 7 Rights, Obligations, and Liability of the User

1. The User is obliged to use the Website in a manner consistent with the provisions of these Regulations, generally applicable law, and the principles of social coexistence and good practices, in particular with respect for:
 - a) personal rights, copyrights, and other intellectual property rights of the Service Provider and third parties,
 - b) regulations concerning the protection of personal data, including the prohibition of processing special categories of personal data,
 - c) the principles of protecting confidential know-how and trade secrets from their unauthorized acquisition, use, and disclosure,
 - d) statutory secrecy, if applicable.
2. By posting any materials on the Website (in particular data, information, documents, audio/video recordings, software files), the User declares that:
 - a) these materials are free from legal defects, in particular:
 - they are their property and do not infringe on the rights of third parties,
 - they are not encumbered with the rights of third parties,
 - their use is not restricted by a decision or ruling of a competent authority,
 - b) they are entitled to use and dispose of these materials to the extent necessary to use the Website,
 - c) their posting and processing within the Website does not violate the law, in particular regarding the protection of personal data, including the prohibition on sharing special categories of personal data, such as data revealing racial origin, political opinions, religious beliefs, genetic data, biometric data, data concerning health, sexuality, or sexual orientation.
3. The User is obliged to enter into the Website only data that is factually correct.
4. The User is prohibited from using the Website for activities that violate the law or may threaten the security of the teleinformatic system, in particular by:
 - a) placing malicious software or code on the Website (including computer viruses, trojans, worms, spyware, adware),
 - b) taking actions that could cause damage or disruption to the systems of the Service Provider, other Users, or their clients,
 - c) attempting to gain unauthorized access to the data or devices of other users,
 - d) breaching the security of the Website and the Service Provider's teleinformatic system,
 - e) attempting attacks on the teleinformatic infrastructure related to the Website.
5. In the event of the User's violation of the provisions of the Regulations, in particular by:
 - a) using the Website contrary to its intended purpose,
 - b) introducing unlawful content,

- c) taking actions that may threaten the security of the teleinformatic system,
- 6. The Service Provider has the right to block the account, notify the competent authorities, and pursue claims through court proceedings.
- 7. The User acknowledges that, in accordance with applicable law, anyone who gains unauthorized access, discloses, uses, destroys, deletes, or modifies data in a teleinformatic system is subject to criminal, civil, or disciplinary liability under the relevant provisions, including the Penal Code, personal data protection regulations, the Act on Combating Unfair Competition, and other special acts.
- 8. The Service Provider's failure to react immediately to a violation of the Regulations by the User does not constitute a waiver by the Service Provider of its rights and does not preclude the possibility of their assertion in the future.
- 9. Any suspicion of a personal data breach (i.e., a breach leading to the destruction, loss, modification, unauthorized disclosure of, or access to, personal data) should be immediately reported to the Data Controller.
- 10. The Service Provider is responsible for the proper functioning of the Website but does not guarantee its constant and uninterrupted availability.
- 11. Any information presented on the Website may be changed, supplemented, shortened, or completely removed from the Website by the Service Provider at any time.
- 12. The Service Provider exercises due diligence to ensure that all content presented on the Website is up-to-date, but does not guarantee its constant currency and completeness.
- 13. The Service Provider has the right to modify the Website, its tabs or subpages, and all other functionalities at any time, including the right to change the appearance (interface) of the Website.
- 14. The Service Provider reserves the right to make interruptions in access to the Website due to the need for periodic maintenance and modernization.
- 15. The Service Provider is not liable for the User's lack of access to the Website caused by: threats on the Internet independent of the Service Provider or the User; power grid failure or interruptions in Internet access; as a result of force majeure or unlawful actions of third parties; resulting from the use of the Website in a manner inconsistent with its purpose or with the Regulations.
- 16. The Service Provider is not responsible for the availability of external websites/pages of third parties to which links on the Website lead.
- 17. Under no circumstances is the Service Provider liable to the User for lost profits.

§ 8 Complaints

- 1. Complaints regarding the provided Services can be submitted: in writing, by e-mail to the address: sonel@sonel.pl.
- 2. A complaint notification should contain at least:
 - a) the name and surname of the person reporting,
 - b) contact details enabling a response,

- c) the e-mail address associated with the account on the Website,
 - d) indication of the service to which the complaint relates,
 - e) a description of the objections raised along with a justification,
 - f) the expected manner of resolving the complaint.
3. Complaints are processed by the Service Provider without undue delay, but no later than within 14 calendar days from the date of its receipt. If meeting the deadline is not possible, information about the reasons for the delay and a new response date, no longer than 30 days from receipt of the complaint, will be provided before its expiry.
 4. The Service Provider will inform the complainant about the outcome of the complaint procedure on a durable medium, in particular in the form of an e-mail sent to the address assigned to the account on the Website.
 5. The Consumer has the right to use out-of-court complaint and claim settlement procedures, in particular before permanent amicable consumer courts and with the help of the competent voivodeship inspector of the Trade Inspection, as well as via the ODR platform available at:

<https://ec.europa.eu/consumers/odr>.

§ 9 Information about Risks Associated with the Use of Electronic Services

1. Fulfilling the obligation arising from Art. 6 of the Act of July 18, 2002, on the provision of services by electronic means, the Service Provider informs about potential threats related to the use of the Services. These threats may occur despite the Service Provider applying appropriate technical and organizational measures. These threats include, in particular, but are not limited to:
 - a) the presence and operation of malicious software,
 - b) the sending of unsolicited information (spam),
 - c) hacking into devices communicating with the Website,
 - d) unauthorized access to the teleinformatic system by unauthorized persons (e.g., hackers),
 - e) exposure to cracking or phishing activities, including attempts to extort passwords and other confidential data using e-mail messages, websites, or other forms of impersonation of the Service Provider or trusted institutions/persons.
 - f) spyware (spyware that collects user data without their knowledge) and adware (unwanted software that displays advertisements) threats.
2. The User can minimize the risk of the above-mentioned threats by applying technical and organizational measures adequate to the level of risk, in particular:
 - a) using tools that allow for the immediate detection and neutralization of malicious software or limiting the effects of an incident,
 - b) performing regular updates of operating systems and software,
 - c) using a firewall,

- d) installing and updating antivirus programs and performing regular device scans,
- e) using tools to detect and remove malicious software (including tools built into operating systems),
- f) using only legal software with manufacturer support,
- g) exercising caution when installing software and verifying system messages,
- h) raising awareness of current threats, in particular by using materials provided by national computer security incident response teams (e.g., CERT Polska:

<https://cert.pl>, <https://cert.pl/ouch/>, <https://cert.pl/tag/aktualne-zagrozenia/>).

- 3. The User should not use the same password for logging into the Website as in other websites or internet applications.
- 4. The User is obliged to keep the authentication data for the Account confidential and may not share it with third parties.
- 5. In case of a forgotten password, the User can regain access to the Account according to the procedure indicated on the login page.

§ 10 Rights, Obligations, and Liability of the Service Provider; Confidentiality and Security

- 1. The Service Provider takes measures to ensure the confidentiality, integrity, and availability of the User's materials and information stored on the Website, in particular by preventing unauthorized access to them and ensuring their availability in the teleinformatic system.
- 2. The Service Provider applies appropriate technical and organizational measures to ensure data security, including in particular:
 - measures enabling pseudonymization and encryption of personal data,
 - measures ensuring the ability to continuously maintain the confidentiality, integrity, availability, and resilience of systems and services,
 - measures enabling the rapid restoration of data availability and access in the event of a physical or technical incident,
 - processes for regularly testing, measuring, and evaluating the effectiveness of the security measures applied,
 - measures to identify and authorize Users,
 - measures to protect data during transmission,
 - measures to protect data during storage,
 - measures to ensure the physical security of the locations where data is processed,
 - measures enabling event logging,
 - measures for system configuration, including default settings,

- measures related to internal IT system and IT security management,
 - measures ensuring data minimization,
 - measures ensuring appropriate data quality,
 - measures ensuring a limited data retention period,
 - measures ensuring accountability,
 - measures enabling data portability and their effective deletion.
3. Detailed information regarding data security measures may be provided to the User upon request, via the contact details indicated by the Service Provider.
 4. The Service Provider ensures the functioning of the teleinformatic system in a way that allows the User to terminate the use of electronically provided services free of charge at any time.
 5. The Service Provider reserves the right to:
 - a) record and supervise the User's activities on the Website to ensure security or compliance with applicable laws,
 - b) temporarily suspend the provision of services in the event of a technical failure or planned update of the Website, with updates being carried out in a way that minimizes inconvenience to the User,
 - c) introduce limitations on the technical parameters of using the Website, including connection time, data transfer limits, and other transmission parameters.
 6. The Service Provider is not liable for any damages that may arise on the User's side in connection with the use of the Website, in particular for:
 - a) damage to the User's teleinformatic system or terminal device, including malfunction or destruction of software or data,
 - b) delays in transmission, lack of transmission, interruptions in access to the Account,
 - c) other damages resulting from the use of services provided electronically.
 7. All reports, comments, and complaints regarding the functioning of the Website are subject to analysis by the Service Provider.
 8. In the event of providing the Service Provider with feedback, comments, suggestions, or ideas, the User grants the Service Provider a free, non-exclusive, perpetual, and worldwide license to use them for any purpose, without the need for additional consent and without the right to remuneration.

§ 11 Personal Data

1. The administrator of personal data processed on the Website and in the Application is the Service Provider.
2. The Website and mobile Application collect and access only the data necessary for their basic functionality, in particular:

- a) the User's e-mail address (necessary for authentication),
 - b) the model and type of the device,
 - c) the device's operating system,
 - d) the device's language,
 - e) the device's screen resolution,
 - f) cookies and other similar technologies,
 - g) photos from the device only when using the function of taking photos during an on-site inspection.
3. The User's login (e-mail address) is obtained from the User themselves or from the entity with which they cooperate. Address data and other information can be entered manually by the User while using the Website and Application.
4. Providing personal data is a contractual requirement specified in Art. 6(1)(b) of the GDPR. Failure to provide it results in the inability to use the Website and Application.
5. Personal data is processed on the legal bases indicated in Art. 6(1) of the GDPR, in particular:
- a) the consent of the data subject (lit. a),
 - b) the necessity for the performance of a contract or to take steps before entering into a contract (lit. b),
 - c) legal obligations incumbent on the Administrator (lit. c),
 - d) the legitimate interests of the Administrator (lit. f), including the establishment or defense of claims, ensuring security, archival purposes, or internal administrative purposes.
6. Data may be processed, in particular, for the following purposes:
- a) conducting communication and technical support,
 - b) identifying authorization to represent a party,
 - c) conclusion, performance, and termination of the contract,
 - d) fulfillment of legal obligations (including accounting and tax),
 - e) prevention of abuse and crime,
 - f) direct marketing of the Service Provider's products and services (based on consent or legitimate interest, in accordance with Recital 47 of the GDPR),
 - g) archiving, handling of complaints and requests,
 - h) detection and reporting of legal violations,
 - i) storing cookies and using similar technologies.
7. Personal data is stored for the period necessary to achieve the processing purposes, in particular:
- a) until consent is withdrawn,

- b) until the account or data is deleted upon request,
 - c) for the period the Website and Application are maintained by the Service Provider,
 - d) for the statute of limitations for claims arising from legal provisions (as a rule, 3 years, maximum 6 years),
 - e) if the data constitutes evidence in proceedings - until the final conclusion of these proceedings.
8. Personal data may be disclosed only to the extent necessary to achieve the processing purposes, to the following categories of recipients:
- a) providers of IT and hosting services,
 - b) employees and associates of the Administrator and entities from the SONEL Capital Group,
 - c) entities providing advisory and legal services to the Administrator.
9. The data subject has the right to:
- a) access the data,
 - b) rectify the data,
 - c) erase the data,
 - d) restrict processing,
 - e) data portability,
 - f) object to processing,
 - g) withdraw consent at any time (without affecting the lawfulness of processing based on consent before its withdrawal).
10. Every data subject has the right to lodge a complaint with the President of the Personal Data Protection Office.
11. Personal data will not be used for automated decision-making, including profiling, that would produce legal effects concerning the individual or similarly significantly affect them.
12. The User may send all notifications regarding data protection to the address: [—].
13. Detailed information regarding the processing of personal data can be found in the Privacy Policy.

§ 12 Fees and Settlements for Using the Website/Application

1. The use of the Website and Application is subject to a fee according to the current price list published on the website www.sonel.me.
2. As a rule, the fee is a subscription fee. The subscription fee is paid in advance and allows the User to use the Website and Application for a specified billing period.
3. Available payment methods are specified on the website www.sonel.me.

4. Activation of the Services occurs after the payment is credited to the Service Provider's bank account or after payment confirmation by the electronic payment operator.
5. After the expiration of the subscription period, access to the User's account is maintained for a period of 5 years, but without the ability to enter new data and documents (access only to the archive).
6. Data and materials (information, documents, software, audio/video files, etc.) are stored by the Service Provider for a period of 5 years, unless the User requests earlier deletion of the information.
7. A request to delete materials/information from the website/application will be ineffective if they constitute evidence in proceedings conducted under the law or if the administrator has become aware that they may constitute evidence in such proceedings.
8. The Service Provider permanently deletes materials in a way that prevents their restoration.
9. Before deleting the materials, the Service Provider will allow the User, upon their request, to export the data in a commonly used electronic format.
10. The purchase of additional products or services offered by the Website is subject to separate fees resulting from the price list or determined individually with the User.
11. Unless otherwise agreed, in the event of withdrawal from the contract or resignation from using the Website, the subscription fee is non-refundable, subject to para. 16 below.
12. The User agrees to receive VAT invoices in electronic form, to the e-mail address provided during registration, in accordance with Art. 106n(1) of the Act of March 11, 2004, on the tax on goods and services.
13. In justified cases, when technical or formal obstacles prevent sending the invoice electronically, the Service Provider may issue a paper invoice, which the User agrees to accept.
14. The User is entitled to use the Website and application on any devices in accordance with the purchased package.
15. The selected package defines the usage limits, including the maximum number of supported devices assigned to the User's account.
16. The Consumer has the right to a refund of a proportional part of the fee for the unused part of the subscription in the event of withdrawal.

§ 13 Additional Procedures of the Service Provider Regarding Digital Services

1. The Service Provider applies the provisions of the DSA to the extent that it provides hosting services consisting of storing content provided by Users.
2. In accordance with Articles 11 and 12 of the DSA, the following point of contact is designated to enable rapid communication with the authorities of the Member States, the European Commission, the Board for Digital Services, and the recipients of the services:

- a) e-mail address: sonel-dsa@sonel.pl
- 3. In accordance with Article 16 of the DSA, any person may report content considered illegal using the dedicated mechanism available at: sonel@sonel.pl.
- 4. The report should contain:
 - a) a justification of why the information is considered illegal,
 - b) a clear indication of the electronic location of this information,
 - c) the name and surname, and e-mail address of the person making the report,
 - d) a statement from the reporting person confirming their good faith.
- 5. Upon receiving the report, the Service Provider:
 - a) immediately confirms receipt of the report,
 - b) analyzes the report without undue delay,
 - c) makes a decision to remove or maintain the content,
 - d) notifies the reporting person and the User of the decision made, along with a justification.
- 6. In accordance with Article 20 of the DSA, the User has the right to file a complaint against decisions concerning content moderation using the mechanism available at: sonel@sonel.pl. Complaints are considered promptly, but no later than within 30 days of their receipt.
- 7. The Service Provider publishes annual transparency reports, which include at least information on:
 - a) the number of reports received concerning content deemed illegal,
 - b) the number of decisions to remove or block access to content,
 - c) the measures applied in content moderation.

§ 14 Copyright and Intellectual Property

- 1. All materials made available by the Service Provider on the Website, including in particular data, information, documents, computer programs, applications, source codes, databases, audio and video recordings, trademarks, industrial and utility models (hereinafter: "Materials"), constitute works or other legally protected goods and are subject to protection under applicable law, including in particular:
 - a) the Act of February 4, 1994, on Copyright and Related Rights,
 - b) the Act of June 30, 2000 - Industrial Property Law,
 - c) the Act of April 16, 1993, on Combating Unfair Competition.
- 2. The use of the Materials is permissible only to the extent resulting from legal provisions and within the limits of permitted personal use, unless the Service Provider has expressly granted a separate license or consent.
- 3. It is particularly forbidden, without the prior written (including electronic) consent of the Service Provider:

- a) to reproduce, record, or disseminate the Materials in whole or in part in any form and in any way, except in cases provided for by law;
 - b) to translate, adapt, modify, decompile, or make any other changes to computer programs and applications, unless the law provides otherwise;
 - c) to make available, lend, lease, sell, or otherwise trade the Materials or their copies to third parties.
- 4. The User's use of the Materials does not lead to the acquisition of any economic copyrights, related rights, or industrial property rights to the Materials, except for the rights to use them to the extent expressly specified in the Regulations or the granted license.
- 5. The Service Provider reserves that any infringement of copyright and industrial property rights may result in civil or criminal liability in accordance with applicable laws.

§ 15 Final Provisions

- 1. These Regulations are effective from 10.09.2025 and supersede all previous versions of the Regulations.
- 2. The Service Provider reserves the right to amend the Regulations for important legal, organizational, or technical reasons. The Service Provider will inform Users of planned changes at least 14 days before the changes come into effect by:
 - a) sending information to the e-mail address assigned to the Account,
 - b) publishing information on the main page of the Website,
 - c) displaying an appropriate notification after logging into the Website.
- 3. If the changes to the Regulations are not accepted, the User has the right to terminate the agreement for the provision of electronic services with immediate effect before the date the changes come into force. Failure to terminate the agreement before this date means acceptance of the new version of the Regulations.
- 4. If any provision of these Regulations is deemed invalid or ineffective, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by provisions of generally applicable law.
- 5. The User bears full legal and financial responsibility for the manner of using the Website, including for all content, data, materials, and information entered, sent, shared, or stored within the Account. The Service Provider is not liable for the User's actions or omissions, nor for the content posted by them, except in cases provided for by mandatory provisions of law.
- 6. The information and materials made available on the Website are of a general and informational nature and do not constitute legal, tax, or other specialist advice. Before taking or refraining from specific actions, the User should seek individual professional advice.
- 7. Unless the parties agree otherwise, any disputes arising from the agreement for the provision of electronic services or in connection with the application of these Regulations shall be settled by the common court with jurisdiction over the Service Provider's registered office.

8. The law applicable to the agreement for the provision of electronic services is the law of the Republic of Poland. The provisions of the Regulations do not exclude or limit the rights of the consumer arising from mandatory provisions of law.