



Terms and Conditions of the Survicate Service

§ 1.

GENERAL PROVISIONS

1. The terms used in these Terms and Conditions shall have the following meaning:
 - a. **Price List** – a tariff made available by the Service Provider at the URL address: <http://survicate.com/pricing>, which sets out the cost of rendering the Survicate Service by the Service Provider for the benefit of Users as well as detailed functionalities and technical parameters;
 - b. **Password** – a string of alphanumeric characters and/or special characters necessary for authorisation in the course of obtaining access to the Account;
 - c. **Account** – an account opened on the Webpage necessary for using the Services. Only registered Users have access to the Account. Logging in to the Account requires provision of the following data: an active e-mail address and the Password. The Account is used free of charge.
 - d. **Free package** – a type of package offered by the Service Provider with the parameters and limits set out in the Price List, which allows the User to use the Survicate Service for free;
 - e. **Business / Professional / Enterprise package** – a type of package offered by the Service Provider with the parameters and limits set out in the Price List, which allows the User to use the Survicate Service against payment specified therein;
 - f. **Enterprise Plus Package** – a type of package offered by the Service Provider with the parameters and limits individually specified by negotiations with the User, which allows the User to use the Survicate Service against payment specified between the Service Provider and the User;
 - g. **Paid Package** - each package offered by the Service Provider which allows the User to use Survicate Service against payment, i.e. Business package, Professional package, Enterprise package, Enterprise Plus package
 - h. **Service Provider/Survicate** – Insights Delivered sp. z o.o. with the registered office in Warsaw (postal code 02-786) at ul. Zamiany 8 LU 2, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Register of the National Court Register under number KRS 0000551025, Tax ID (NIP): 9512390641, initial capital PLN 14500.00 fully paid-up. Contact e-mail address: hello@survicate.com
 - i. **Subscription Period** – period of time indicated in the Price List for which the User made payment and/or undertook to make it in the amount specified in the Price List. The Subscription Period may be one month or one year. The Subscription Period terminates on a day which falls a month or a year after the

day on which the Subscription Period began and in the case there is no such day in the following month – on the last day of a given month.

- j. **Trial Period** – 15-day period which begins on the first day on which the User purchased the Business package in which the User may use the Survicate Service free of charge within one of the selected packages. After the lapse of the Trial Period, the Survicate Service in the selected package ceases to be active. The Survicate Service may be activated by the User at any time during the term of the Agreement on the conditions set out in the Terms and Conditions;
- k. **Term of the Agreement** – the term during which the User and Survicate remain bound by the Agreement, i.e. the period as of opening the Account to the termination of the Agreement;
- l. **Authorised Person** – a natural person who was invited by the User to use the Services within the User Account. The User may give the Authorised Person access to all Services available on the Website or solely selected areas and functionalities. Within the rights granted by the User for the benefit of the Authorised Person, the Authorised Person is a proxy of the User with the right to use the Services. The provisions of the Terms and Conditions pertaining to the User shall apply to the Authorised Person accordingly;
- m. **Terms and Conditions** – this document that sets out the rules and the terms and conditions of rendering/using the Services available on the Website, including in particular the rights and obligations of Users and the Service Provider;
- n. **Registration** – performed in order to open the Account on the Website by entering an e-mail address in the relevant registration form. This is a process of obtaining User rights and it is confirmed by both the Service Provider and the User. The registration form may be made available on the Webpage and/or via other access channels authorised by the Service Provider;
- o. **Website** – a system of webpages of the Service Provider, including a limited access area, via which the User may manage the services available therein. The Website is available at the following URL address: <https://panel.survicate.com>;
- p. **Webpage** – a webpage of the Service Provider available at the following URL address: <http://survicate.com>, which constitutes, among others, an access channel to the Account Access Service and Survicate Services. The User obtains access to the Account after provision of an e-mail address on the Webpage. The Service Provider makes it possible to access on the Webpage the Service, the Price List, the Terms and Conditions, the Privacy Policy and to complete the Registration process;
- q. **Agreement** – an agreement concluded in an electronic form by and between the User and the Service Provider on rendering the Account Access Service;
- r. **Account Access Service** – a service rendered by the Service Provider via the internet and with the use of the Website which consists in access to the Account, Account data management, the possibility to purchase and activate

Survicate Services and the possibility to download data collected by the user in the form of a CSV file;

- s. **Survicate Service** – a service rendered by the Service Provider via the internet with the use of the Website consisting in allowing for creating and launching questionnaires on webpages, analysing answers and visitors as well as optimisation of marketing indices;
- t. **Services** – both the Account Access Service as well as the Survicate Service;
- u. **User** – a natural person, a legal person or an organisational unit using the Service based on the Agreement. The person who opens the Account for the User that is a legal person or an organisational unit shall be obligated to obtain earlier a relevant power of attorney/authorisation in this scope. A User may be an Entrepreneur;
- v. **Entrepreneur** – a natural person, a legal person or an organisational unit that is not a legal person that by law has legal capacity, running the business or professional activity within the meaning of the provisions of the Civil Code in their own name;
- w. **External Payment Channel** – an external website which is independent of the Service Provider via which the User may make payments as stipulated in the Price List, connected with rendering the Survicate Service, in particular with the use of transfers, payment/credit cards and/or PayPal system. Payments are served by PayPal (Europe) S.à r. l. et Cie, S.C.A., a limited liability partnership with the registered office R.C.S. Luxembourg B 118 349 registered at 22-24 Boulevard Royal, L-2449, Luxembourg. The rules of using the website referred to in this definition and the rules of processing payments by the entity referred to in the preceding sentence shall be set out in separate terms and conditions available at the following URL address: <https://www.braintreepayments.com/legal>.

§ 2.

TYPES AND SCOPE OF SERVICES RENDERED

Account Access Service

1. Under the Agreement, the User obtains access to the Account on the Website. This service allows the User to manage the Account and purchase or activate other services available on the Website.
2. The Service is free of charge throughout the entire Term of the Agreement.

Survicate Service

3. During the Term of the Agreement, the User may order the Survicate Service in any package. The Survicate Service consists in allowing the User to create on the Website short questionnaires with the so-called calls-to-action which may be then inserted with the use of a dedicated JavaScript code on any webpage of the User. Such questionnaires may be displayed to webpage visitors defined in detail in accordance with the principles of display defined in the settings of the Survicate Service or to any

person visiting the webpage on which questionnaires are placed. Questionnaires are displayed in the form of a small window (widget) which appears in the bottom part of the browser and/or in the form of a nested webpage element.

4. The Survicate Service may be activated by the User already at the Service Registration stage or at any time during the Term of the Agreement on the conditions set out in the Terms and Conditions.
5. In the Trial Period, using the Survicate Service shall be free of charge, which means that the Service Provider shall not collect from the User any fees on account of using the Survicate Service. Following the lapse of the Trial Period, at an explicit request of the User to commence the Subscription Period, the Survicate Service shall be used against payment and it shall be subject to fees set out in the Price List.
6. On the Website, the User may analyse answers and effectiveness of questionnaires designed by the User owing to detailed reports.
7. The User may also:
 - a) browse profiles of visitors and analyse their behaviour on the webpages on which a questionnaire was placed;
 - b) analyse the activity of visitors of webpages on which a questionnaire is active, responses and reaction to calls to action.
8. Depending on the selected package, the Survicate Service may have restrictions on availability of specific functionalities and/or differences in limits of monthly use of specific incidents. The Price List shall contain detailed information on this matter.
9. During the Term of the Agreement, the Service Provider may offer Users additional services against payment/free of charge on conditions specified in separate terms and conditions and price lists.

§ 3.

TECHNICAL REQUIREMENTS

1. In order to obtain access to the Services it shall be necessary:
 - a) to accept the Terms and Conditions;
 - b) to successfully register on the Website;
 - c) to use a device equipped with an internet browser IE 11, Chrome46, Firefox41, Safari 9, Opera 32 or higher, with cookie files enabled and with at least 1 Mbit/s internet access.
2. For the correct operation of the Survicate Service it shall be necessary to insert a JavaScript code generated on the Website in the section before the </head> tag on each webpage on which the Survicate Service is to be active.
3. For the full use of the Survicate Service functionalities it shall be necessary for User webpage visitors to use internet browsers which enable cookie files.
4. The Service Provider shall provide technical assistance available at the following e-mail address: hello@survicate.com. Assistance shall be provided on business days, Monday to Friday, between 9 a.m. and 5 p.m.

§ 4.**TERM AND TERMINATION OF THE AGREEMENT**

1. The Agreement shall be concluded when an Account on the Website is opened and it shall be effective until terminated. The Agreement shall be concluded for an indefinite term.
2. An Account may only be opened when the Registration is completed.
3. In the course of the Registration and at any time during the Term of the Agreement, the User may order the Survicate Service on the conditions set out in the Terms and Conditions.
4. The User may cancel Paid Package by switching to Free Package on the Account or sending an e-mail to the address hello@survicate.com at least 7 days before expiration of the current Subscription Period. Cancellation takes effect when the current Subscription Period lapses. After expiration of the Subscription Period User's access to the Service is automatically changed into Free package. The User is entitled to switch from one Paid Package into another at any time in the course of the Subscription Period. If the User decides do downgrade to the lower Paid Package, the difference in price is credited toward the payment for the next Subscription Period.
5. The Agreement may be terminated by the User without notice (with immediate effect) if during that time the Paid Package is not active. If the Paid Package is active, the User might terminate the Agreement by giving the Provider a notice at least 7 days before the lapse of the current Subscription Period in which case the Agreement will terminate on the day the Subscription Period expires.
6. The Agreement may be terminated by the Service Provider without notice if the User does not use the Website (i.e. the User does not log in to their Account, the User does not use Survicate Service, etc.) in the period exceeding two months of the lapse of the last Subscription Period or the Trial Period, despite being advised by the Service Provider that the Agreement may be terminated.
7. The User may terminate the Agreement by sending an e-mail to the address hello@survicate.com in which they shall provide account details.
8. The lapse of the Subscription Period shall mean that the Survicate Service functionalities selected by the User are no longer offered.
9. The Service Provider shall be authorised to block or terminate the Agreement, as the case may be, in accordance with the provisions of law should the User breach the provisions of § 5 of the Terms and Conditions.
10. In the event referred to above, the payment made by the User who is an Entrepreneur shall not be reimbursed and it shall be deemed a contractual penalty for improper performance of the obligations by the User.
11. In the case of doubts as to whether the notice was made by a given User, the Service Provider may contact the User by sending an e-mail message and request that the User confirm their intention to terminate the Agreement.

§ 5.**RIGHTS AND OBLIGATIONS OF THE USER**

1. The Service Provider shall offer the User free technical assistance regarding use of the Services available on the Website, in particular presentation of the principles of operation and their functionalities as well as the manner in which the Account is used. The User may use technical assistance on the conditions set out in the Terms and Conditions during the entire Term of the Agreement.
2. The User shall have the right to manage the Services via the Account and the right to access the personal data provided and to edit them.
3. The User undertakes:
 - a) not to take any actions which are contrary to the commonly binding provisions of law (in particular it shall be forbidden to disseminate content that contains child pornography, which infringes copyright and/or which is contrary to the principles of social coexistence, presents highly violent scenes and which may be deemed vulgar and/or insulting);
 - b) not to provide by intermediary of the Service illegal content/data (in particular content of pornographic or racist nature), commonly deemed vulgar, insulting and/or obscene or which may offend other people's beliefs, including religious and political beliefs, and any other that violate the provisions of law;
 - c) not to use Survicate to process sensitive personal data;
 - d) not to use the Services for the purpose of sale of goods and/or services which are contrary to law;
 - e) not to provide information that misleads as to the authenticity and origin of goods and and/or services;
 - f) not to use the Website and the Services in a manner contrary to law or decency or in a manner which infringes the personal interest of third parties and/or justified interest of the Service Provider;
 - g) not to distribute unsolicited commercial information;
 - h) not to tamper with the source code of the Website and the Services;
 - i) not to place via the Survicate Service hyperlinks to infected webpages or webpages whose content is contrary to law;
 - j) not to take any actions which may hinder and/or disrupt the operation of the Website and the Services, in particular by wilful insertion of a malicious code or infected files;
 - k) to use the Services within the law and in accordance with their purpose;
 - l) not to obtain access to Accounts of third parties (e.g. by cracking Passwords of other Users);
 - m) not to overload connections or other infrastructure based on which the Services are rendered in an excessive or disproportionate manner;
 - n) to keep the Password in strict secrecy and not to disclose it to any third parties in any manner;
 - o) not to make available the Account and Account access data to any third parties.

4. Under the Service, it shall be forbidden to use any software/scripts unauthorised by the Service Provider, in particular such software/script that disrupts and/or automates in any manner use of the Services, in particular viruses, bots, other malicious software and the like.
5. The User shall use their own, correct personal data and their own active e-mail address. The Service Provider reserves itself the right to request that the User confirm authenticity of their data by producing copies of relevant documents.

§ 6.

RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider shall not interfere with the Account of the User and any information stored thereon. The Service Provider may enter the Account of the User to provide assistance for the User only following prior notification of the problem by the User to the technical assistance and only when the situation so requires.
2. The Service Provider may ask Users to express their opinion on the Services and the service and their satisfaction therewith.
3. The Service Provider may analyse the manner of using the Services, in particular by collecting anonymous information allowing for functional and technical improvement of the Services (e.g. browser name and version, operating system, display resolution, connection speed).
4. The Service Provider shall have the right, at own discretion, to change the properties, functionalities of the Services and/or used software if it does not result in deterioration of the quality of the Services rendered for the benefit of the User.
5. The Service Provider reserves itself the right to temporarily make the entire or part of the Website and/or the Services unavailable for technical reasons, in particular due to maintenance or introduction of changes to the Website and/or the Services. Survicate shall make every effort to make such unavailability of the Website and/or the Services least burdensome for the Users.
6. The Service Provider undertakes to make every effort to provide due performance of the Services in a continuous and uninterrupted manner.
7. The Service Provider may block rendering the Survicate Service if the User fails to make payment or block the Service when the User breached the provisions of § 5 of the Terms and Conditions. Prior to blocking the Services, the User shall be notified of such fact in due course (of the reasons, duration of the blockade as well as the possibility to unblock the Services).
8. The Service Provider reserves itself the right not to render the Survicate Service during the Trial Period solely for material technical, organisational and/or legal reasons. In such a case the Trial Period shall be activated at a later time.

§ 7.**PAYMENTS**

1. The User shall pay the Service Provider for using the Survicate Service on the conditions set out in the Terms and Conditions.
2. The Service Provider may grant the User a discount as per the standard fees for rendering the Survicate Service on the conditions set out in the Price List and/or separate terms and conditions. The amount of the discount granted may depend in particular on the duration of the Subscription Period applicable in the case of a given User.
3. When the payment for a selected Survicate Service is made, the Service Provider shall activate the Survicate Service. In exceptionally justified cases it shall be possible to activate the Survicate Service by the Service Provider prior to making the payment by the User. However, it shall be possible solely by separate agreement between the parties to the Agreement.
4. By ordering the Survicate Service, the User expresses their intention to receive VAT invoices. VAT invoices shall be issued in an electronic form and they shall not contain the signature of the recipient. Invoices shall be sent in a PDF file from the following e-mail address of the Service Provider: payments@survicate.com.
5. The User shall select the manner of payment on account of the Survicate Service rendered:
 - a. payment with the use of the External Payment Channel on the conditions set out in the terms and conditions of the External Payment Channel;
 - b. payment in the form of 'recurring payment' (consent to debit the credit card with cyclical payments). The User may withdraw the consent to make payments in the form of 'recurring payment' by e-mail sent to the address: payments@survicate.com. The e-mail shall contain Account details and it shall be sent no later than 3 days prior to the lapse of the Subscription Period;
 - c. transfers to the bank account of the Service Provider.
6. In the Account panel, the User may manage their payments and data.
7. The payment amount shall depend on the Survicate Service package selected by the User and the Subscription Period.
8. The prices included in the Price List shall be net prices.

§ 8.**PERSONAL DATA**

1. The Service Provider shall process personal data of the User in accordance with the provisions of law. The Service Provider shall be the administrator of such data within the meaning of the Act of 29 August 1997 on personal data protection (consolidated

text in the Journal of Laws of 2002, No. 101, item 926, as amended, hereinafter referred to as 'PDPA').

2. The data administrator shall be: Insights Delivered Sp. z o.o. with the registered seat in Warsaw (postal code 02-786), at ul. Zamiany 8 LU 2, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS number 0000551025, Tax ID [NIP] 9512390641, initial capital in the amount of PLN 14500.00 fully paid up.
3. The User shall have the right to access their own data, to edit and correct them as well as to request their deletion.
4. The Service Provider shall process the personal data of the User:
 - a. in connection with the performance of the Agreement;
 - b. in order to fulfil legally justified goals pursued by the data administrator and such processing does not violate the rights and freedom of a person whom the data pertain to.
5. The Service Provider shall process personal data of Users and/or other persons who granted their consent to receive the newsletter.
6. Termination of the Agreement shall mean that the Service Provider ceases to process personal data, deletes all files and data of the User entered in the Account.
7. The Service Provider stipulates that it stores, for the period required by law, data on the User in the scope and necessary for the purpose of possible future claims between the parties to the Agreement or in connection with the provisions of law which it is obligated to observe (e.g. tax regulations).
8. Before the User starts using the Website and the Services, they shall read the Privacy Policy available at the URL address: <http://survicate.com/blog/kb-article/privacy-policy/>.

§ 9.

COMPLAINTS

1. The User may make a complaint, in particular if the Agreement is not performed by the Service Provider in accordance with the provisions of the Terms and Conditions or law.
2. Complaints may be filed:
 - a. in writing at the registered office of the Service Provider;
 - b. via the form available on the Webpage;
 - c. by e-mail sent to the address hello@survicate.com.
3. Complaints shall include at least the name and surname of the User, their e-mail address provided during Registration as well as a detailed description and the reason justifying the complaint and a signature of the person making the complaint.

In the event of doubts as to whether a complaint was made by a given User, the Service Provider may request by e-mail that the User confirm the fact of making a complaint within subsequent 7 days.

4. If the data and/or information provided in the complaint need to be supplemented, the User shall supplement the complaint within the time limit and in the scope specified by the Service Provider for the complaint to be considered.
5. The Service Provider shall consider a complaint within 21 days of its receipt and/or supplementation on the conditions specified in the Terms and Conditions and by law.
6. A reply to a complaint shall be sent to the e-mail address of the User provided during the Registration or in writing. Should, as a result of consideration of a complaint, it be justified to reimburse the User the entire or part of the fees paid by the User for the benefit of the Service Provider, such fees shall be reimbursed with the use of the same channel of payment which was used by the User to make those payments.

§ 10.

COPYRIGHTS AND TRADEMARKS

1. Any software and content included on the Webpage and the Website, such as text, graphics, logo, photos, audio and video files, shall be the property of the Service Provider and shall be protected by law.
2. Survicate is a trademark owned by the Service Provider.
3. The above trademark and contents shall not be used without written consent of the Service Provider, in particular they shall not be used in connection with the products and/or services of other entities in a manner which may mislead clients and/or potential clients and/or harm the Service Provider and/or its products and services in any other manner.
4. The User or any person authorised by the User may not delete, hide, prevent reading or change trademarks, information about copyrights and/or other marking concerning copyrights included on the Website, the results of use of the Service and/or in the content available on the Webpage. In particular, it shall be prohibited to delete and/or alter the Survicate logo from or on the images made on the Website in the form of screenshots, reports and other effects of use of the Service, except in the cases to which the Service Provider consented.
5. The Service Provider acknowledges that by adding, within the Services rendered, content, graphics and/or other works within the meaning of the Act of 4 February 1994 on copyrights and related rights (Journal of Laws of 1994, No. 24, item 83, as amended) the User shall have the right to it. The User shall grant the Service Provider a non-exclusive licence for the term of the Agreement for those works in the following fields of use:
 - a. using, saving in the computer memory and in the teleinformation system;
 - b. alteration, deletion, supplementation;

- c. public performance, public broadcast, copying and dissemination (in particular on the internet).

§ 11.

LIMITATION OF LIABILITY

1. The Service Provider shall not be held liable for:
 - a. incorrectly provided data by the User at the Registration stage;
 - b. no access to the internet of the Users and/or Authorised Persons or limited access to the internet (Survicate does not offer any services consisting in access to the internet);
 - c. limitations and/or improper operations of software or devices owned by the User and/or Authorised Persons they use and which prevent them from using the Services. In § 3 of the Terms and Conditions, the Service Provider set out technical requirements necessary for the correct operation of the Services. In the event of any problems, during the term of the Agreement, the User may contact the technical assistance;
 - d. the damage incurred and benefits lost by the Users and/or Authorised Persons which occurred as a result of disclosing the User Account Password by such Users and/or Authorised Persons to third parties;
 - e. the damage incurred and benefits lost by the Users and/or Authorised Persons which occurred as a result of actions or omissions of such Users and/or Authorised Persons, in particular by their use of the Services in a manner contrary to the binding provisions of law and/or the Terms and Conditions;
 - f. the damage incurred and benefits lost by the Users and/or Authorised Persons which occurred as a result of actions and/or omissions of third parties;
 - g. the damage incurred and benefits lost by the Users and/or Authorised Persons which did not occur as a result of wilful action of the Service Provider.
2. The Service Provider shall have no influence on whether or not any third parties take any action and/or actions in connection with the Services it renders. The Service Provider shall have no influence on the manner in which the Users and/or the Authorised Persons manage their Accounts.
3. The Service Provider:
 - a. shall solely store the data of the Users and allow for their transmission on the internet;
 - b. shall not modify the data entered by the Users and/or Authorised Persons;
 - c. shall contact the User in order to explain the matter and it shall take action stipulated by the Terms and Conditions or by law in the case of receipt of an official notification or learning from a reliable source of an illegal nature of the data provided by the User.
4. The Service Provider shall be liable for damage attributed to it which occurred as a result of non-performance or improper performance of the Agreement up to the amount of the damage incurred by the User.

§ 12.**FINAL PROVISIONS**

1. The Service Provider shall make available the Terms and Conditions on the Webpage at the URL address: <http://survicate.com/terms-of-use> via which the Terms and Conditions may be displayed and/or printed. The Terms and Conditions may also be presented in another manner, at an individual request of a person if they have problem displaying or reading the Terms and Conditions. In order to have the Terms and Conditions presented in such other manner please contact the technical assistance department at: hello@survicate.com.
2. The Service Provider shall make available the content of the Price List via the Webpage available at the URL address: <http://survicate.com/pricing> via which the Price List may be displayed and/or printed. The Price List may also be presented in another manner, at an individual request of a person if they have problem displaying or reading the Price List. In order to have the Price List presented in such other manner please contact the technical assistance department at: hello@survicate.com.
3. The Service Provider reserves itself the right to amend the Terms and Conditions and the Price List.
4. The User shall be informed by e-mail about each material amendment to the Terms and Conditions and the Price List at least 14 days prior to the envisaged entry into force of the amendments.
5. In the case referred to above, the User shall have the right to terminate the Agreement prior to the envisaged entry into force of the new terms and conditions and/or price list. Failure to notify the Service Provider of the intention to terminate the Agreement or failure to terminate the Agreement within that time limit shall be construed as consent of the User to be bound by the Agreement in accordance with the new terms and conditions and/or the price list.
6. Any change of the scope and/or type of the Services which does not violate the Agreement in force shall not constitute a material amendment to the Terms and Conditions.
7. To any matters not regulated by the Terms and Conditions relevant provisions of Polish law shall apply.
8. In the case of amendment and/or cancellation of any provision of the Terms and Conditions as a result of a final judicial decision, the other provisions shall remain effective.
9. The Service Provider is prepared to resolve disputes in an amicable manner.
10. Any disputes between the Service Provider and the User who is not a consumer shall be resolved by a court with jurisdiction over the registered office of the Service Provider.
11. The Terms and Conditions shall enter into force on 04/15/2015.