

# Terms and conditions of provision of the services for the Users within the internet service Trustmate.io (“Terms and conditions”)

The Terms and conditions have been conducted with regards to the law binding within the territory of The Republic of Poland, and the subject matter of their regulation are the functioning rules as well as the terms of use of the internet service TrustMate.io available at the URL address <https://trustmate.io/> (further as “Internet Service”), which allows the interested Users to present their subjective reviews on goods sellers or service providers or quality of the purchased products or services within the Internet Service. The Statements of the Terms and conditions along with their attachments as well as the law binding within the territory of The Republic of Poland, determine the rights and obligations of the Users using the Internet Service.

## Terms and Conditions for Users

### § 1 Definitions used in the Terms and conditions

- 1.1 Krajowy Rejestr Opinii or the Service Provider - Krajowy Rejestr Opinii S.A. based in Wroclaw, Poland, postal code 50062, 3 Bartoszowicka Street, KRS 0000737597, NIP: 8971854393, share capital: 700,000 PLN paid in full, providing the services accordingly to the Terms and conditions;
- 1.2 Internet Service Partner - subject being an entrepreneur, using the services of the Internet Service basing on a separate contract
- 1.3 Service - service carried out digitally by the Service Provider on behalf of the User accordingly to the Terms and conditions,
- 1.4 Contract - Contract to provide services concluded by the Service Provider with the User by accepting the Terms and conditions by the User
- 1.5 Internet Service - internet service available at the website: <http://trustmate.io>, through which the Service Provider carries out the services, which are mentioned in the present Terms and conditions on behalf of the Users as well as on behalf of the Service Partners basing on a separate contract
- 1.6 User Account - a set of resources kept for the User registered by the Service Provider, in which data and information are gathered about the activities of the User registered on the Internet Service, available to the registered User after logging in.
- 1.7 Dashboard - a module for managing IT tools and services made available on the Internet Service to the Internet Service Partner based on a separate agreement.
- 1.8 Business card - a subpage on the Internet Service, which shows information about the Internet Service Partner and his business activity, reviews about the Internet Service Partner, photos associated with him, statistics of ratings given to the Internet Service Partner; also a subpage on the Internet Service which presents information and reviews about entities added to the Internet Service by the Service Provider or Internet Service Users.

1.9 User - an entity (a natural person, in particular, a consumer, who has full legal capacity; a legal person or entity without legal personality), who is not an Internet Service Partner, who meets the terms and conditions and has registered on the Internet Service, as a result of which a User Account protected with the password was created for him - Registered User, or entity (a natural person, in particular, a consumer, who has full legal capacity; a legal person or entity without legal personality), who is not an Internet Service Partner, who meets the terms and conditions and uses the Services provided through the Internet Service, but doesn't have User Account on the Internet Service - Unregistered User. Every time these terms and conditions refer to a User, it should be understood as a Registered User and an Unregistered User.

1.10 Consumer - a natural person performing legal acts on the Internet Service not related to his business or professional activity, who may be invited by the Internet Service Partner to post a verified review on the Internet Service.

1.11 Content - all statements and materials posted on the Internet Service by Users or Internet Service Partners, in particular: feedback, reviews, comments, ratings, descriptions, texts, information, and photos.

1.12 Rankings - an IT solution within the Internet Service designed to automatically create lists of sellers, suppliers, products, or services as a result of Statements added by Users.

1.13 Email address - an email address that allows receiving, sending, saving, storing, and deleting messages as part of an email service provided by an entity other than the Service Provider.

1.14 Form - a form through which the User publishes Statements or Reviews on the Internet Service.

1.15 Terms and Conditions - present Terms and Conditions with all appendices to which it refers.

1.16 GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Laws 2016 L119/1).

## **§ 2 General provisions**

2.1 The following Terms and Conditions, along with the appendices, set out the principles of operation of the TrustMate.io internet service located at the URL <https://trustmate.io/>, whose administrator is the Service Provider. The Terms and Conditions set out the basic principles of the Internet Service functioning as well as the conditions for providing and using the services available through the Internet Service.

2.2 The following Terms and Conditions are continuously available in the footer on the Internet Service main page in a way that enables its acquisition, retracing, and preserving its content by printing or saving on a durable data medium at any time.

2.3 The provisions of the Terms and Conditions are not intended to limit or exclude any of the Users' rights arising from legal provisions. The Service Provider honors all Users' rights stipulated in applicable law and, in particular, those specified in the Act of 23 April 1964 of the Civil Code and the Act of 30 April 2014 on consumer rights.

2.4 An integral part of the Terms and Conditions are its appendices, [Privacy Policy, and Cookie Policy](#).

2.5 Each User, before using the Internet Service is obliged to read these Terms and Conditions. Starting to use the Services is tantamount to the unconditional acceptance of the Terms and Conditions. The User is obliged to comply with the provisions of the Terms and Conditions from the moment of taking steps to use the services provided through the Internet Service. Registering an Account on the Internet Service or posting Content through the Form may require a separate confirmation of acceptance of the Terms and Conditions, e.g., by checking the "I accept the Terms and Conditions" box or clicking the activation link.

2.6 The Service Provider is authorized to provide other services as part of the Internet Service, including paid services, on the conditions set out in separate terms and conditions.

2.7 The Service Provider reserves the right to use the Internet Service to carry out advertising activities among Users, as well as to third parties, in particular, to place ads on the Internet Service and other promotional elements of own services and services and goods of third parties.

2.8 Internet Service is the property of the Service Provider. All rights to the Internet Service, including proprietary rights, intellectual property rights to its name, Internet domain, website of the Internet Service, as well as to templates, forms, logotypes belong to the Service Provider, and their use may only take place in a specific manner and accordance with Terms and Conditions.

### **§ 3 Type and scope of Services provided through the Internet Service**

3.1 By means of the Internet Service, the Service Provider provides services consisting of:

- a) providing free access to the Internet Services functionality that enables the User to publish Content about sellers of goods or service providers and the quality of purchased products or services using the provided Form,
- b) free browsing and reading Content by Users posted on the Internet Service,
- c) free option of creating a User Account on the Internet Service;

### **§ 4 Technical terms and Service usage safety**

4.1 In order to fully and correctly use the Services provided by the Contractor via the Service, the User should be able to dispose of:

- a) device containing an Internet connection feature, with an installed internet browser able to handle cookies technologies. Service usage is solely possible via an internet browser. In order to experience complete functionality of particular Services available, it is crucial to activate the safe SSL data transmission protocol handling, Javascript handling, Java Flash, and also cookies within the User's internet brows
- b) an active email account, able to run on any server.

4.2 Contractor is not obligated to provide the services if the User's ICT system does not meet the conditions listed in point 4.1. More importantly the User does not have the right to report or get on toward a claim on that matter.

4.3 In order to sustain Service usage safety, it is advised that a User's device should in particular contain:

- a) an antivirus system containing the latest version of virus and update definition. It is advised that the antivirus software should be updated constantly, immediately after the possible versions are available.
- b) an effective safety barrier (firewall),

- c) every available operation system and internet browser updates regarding safety, as installed,
- d) an activated cookie files and Javascript acceptance feature within the internet browser,
- e) a software allowing to read files in a PDF format.

4.4 Despite the danger associated with an ICT system infection, among possible threads there are also hacker attacks. Contractor states that, they use safety designed to indispose or massively interrupt breaking into the User's system, and that they have implemented antifraud companies making it impossible to post Statements incompatible with the Terms of Use, good customs or fair competition. Despite keeping the due diligence in providing safety of the Services' usage, possible misuse might appear. In that case any incident implementing a violation of Service usage safety should be reported to: [bezpieczenstwo@kro.org.pl](mailto:bezpieczenstwo@kro.org.pl)

4.5 Contractor does not take responsibility for technical difficulties associated with faulty functioning of the User's device nor do they take responsibility for the lack of parameters allowing the User to receive data.

4.6 Contractor does not take responsibility for the risk associated with making use of the Services carried out electronically, witch might be experienced by the User. In particular, the Contractor does not take responsibility for injuries not being a continuation of their actions, blame, or lack of care. Additionally, the Contractor does not take responsibility for injuries which are solely caused by the User or third parties.

## **§ 5 Service operation outages**

5.1 Contractor devotes all their effort in order for the Service to function in a correct and sustainable way. Contractor acknowledges however, that within Service functioning, outages resulting from malfunction and technical difficulties might occur. In each case, the Contractor is trying to the limit of their capabilities to limit the negative results of the carried out Service operation outages.

5.2 Only an event where the vast majority of the Users has lost the ability to use the basic Service's functions associated with publishing Users' Content, browsing and the Content read by Users as well as activating an account within the Service, will be seen as a technical malfunction;

5.3 Any technical issue associated with the Service's functioning, other then the ones listed in point 5.2, will be seen as a technical error.

5.4 In order to expand the Service and minimize the risk of malfunction, it is crucial to have periodic technical outages, during which the appropriate changes are enforced within the IT system. Contractor's IT team makes sure that the technical outages are not daunting for the Users. For that matter, they plan to carry out the outages during night hours to the limit of their abilities.

5.5 Contractor will inform the Users about the Service operation outage to the limit of their abilities, especially via posting an appropriate message on the Service's website. Additionally, they will immediately take action allowing to bring back Service's functionality and to limit the negative effects of the occurred Service operation outages.

## **§ 6 Service usage principles**

6.1 Users are able to make use of the Services provided by the Contractor. In case of the User being an individual, it is crucial for the person to be 18 years old and also to have complete capability for legal acts.

6.2 Making use of the Service's functionality by the User is free of charge and of any right for the User to be compensated for statements published in the Service.

6.3 Whilst publishing a review, the User can be asked by the Contractor to give their email address, order number or any other data allowing for identifying the seller of goods or the service provider, purchased product or service.

6.4 Content published by the Users is stored within the Service and can be indexed by internet browsers and also be presented on websites other than the Service's Partners.

6.5 Whilst using the Service, users are obligated to operate in accordance with the law, bounds of propriety, provisions of the terms of use, good customs and generally accepted principles applying to all Internet users, which are intended to protect their interest and the interest of third parties.

6.6 It is forbidden to make use of the Services by the user in ways which are not in accordance to law, good customs or harming the interest of the Contractor and third parties. In particular, it is forbidden to:

- a) use automated IT solutions,
- b) take actions which have a possible effect on the stability and availability of the Service
- c) take actions intended to manipulate statements and reviews,
- d) post review on User's own business
- e) post content subjectively unassociated with the Service's content
- f) use bots, robots, worms or any other IT solutions having a negative effect on the Service or its business effectiveness
- g) post content including a software, information or any other materials containing viruses or other harming or destructive elements.

6.7 It is especially unacceptable for the Service to post:

- a) profanities as well as pornography and inappropriate content,
- b) messages acting as advertisements or as hidden advertisements,
- c) content coming from third parties' text regarding the understanding of the bill on author and related rights. Unless the publication will follow the limits of a quotation,
- d) personal data of other Users or Service Partners' workers,
- e) false, illegal or standing for unfair competition type of content. Especially content breaking rights gained by third parties in any way, including without limits rights to the trademark, company mark and origin mark as well as author rights of third parties,
- f) content which is harming the wellbeing of third parties or which encourages racial inequality, xenophobia or intercultural conflicts.

6.8 In supported cases and to a crucial degree, the Contractor is able to editorial changes of any content, as well as its complete or partial removal, especially when:

- a) the posted content is breaking the terms of use of the Service,

- b) the posted content is a duplication of an already existing content regarding the same transaction (the same order number)
- c) the posted content is regarding a different subject, transaction, goods or service than the one reviewed,
- d) the posted content has emerged from a temporary email address,
- e) the statement or review has been published in an automated way or via solutions allowing to avoid the online traffic analysis (it has been detected by automatic filters),
- f) the content has been fully or partially copied from other users or the subject of the reviews good or service,
- g) personal details are included within the review's or statement's content.

## **§ 7 User Account Registration in the Service**

7.1 Registration and running the User Account in the Service is free of charge

7.2 Account Registration in the Service is not crucial for making use of the services provided by the Contractor, however owning an Account allows the User to publish Content (reviews) in the Service without the necessity of having it authorized by the Contractor.

7.3 Account Registration in the Service happen via a Facebook account, a Google account or via an email address of the User

7.4 The User is not allowed to share their Account with third parties nor is the User allowed to use accounts of other Users.

7.5 During the Account Registration process, the User:

- a) provides data reflecting the current state, such as: an email address, which will be used as a Login or Password,
- b) is obligated to get familiar with the Terms of Use and accept them.

7.6 Contractor sends an email containing an Account Activation link, to the mail address listed by the User during the Registration Process.

7.7 Once Account Registration in the Service is conducted, the User, via marking the appropriate field, states that:

- a) provided data is complete and true to the real state and does not break any rights of third parties, the User is familiar with the Terms of Use and commits to follow them, and also
- b) accepts the information given by the Contractor regarding User's rights within processing personal data, especially appearance right, correction, moving, limiting or demanding its removal along with completing the service and the right to express an objection to its processing,
- c) accepts the fact that demanding a removal of their personal data from the Service is equal to abolishing to provide the Service by the Contractor.

7.8 Clicking the activation link by the User results in registering (activating) the User Account.

7.9 Once the conclusion of the contract of providing a Service of User Account is reached, the User Account becomes activated in the Service.

7.10 A registered User is at any time entitled to change their Password after logging into their assigned User Account.

7.11 A registered User is responsible for security and correct use of their Login and Password, which should be kept in confidentiality.

7.12 Contractor does not take responsibility for damages associated with the User's Password or Login reveal to unauthorized persons and also for damages associated with making use of the Password or Login by third parties even without the User knowing or against their will.

7.13 The Service associated with running the User Account is provided free of charge.

7.14 The registered User at any time and without a reason has an option to demand a removal of their Account via sending a proposal for removing the account from the service at support@trustmate.io email address. In cases such as that one, the contract is terminated.

7.15 In case of determining a terms of use infringement by the User, their Account might be removed along with the User being registered out of the Service. The above statement does not deprive the Contractor of a possibility of using other legal measures with regards to the User, nor does it release the User from their responsibility based on the carried out infringements on third parties' rights.

## **§ 8 Content published by User of the Service**

8.1 Content published in the Service are independently edited by the User and stand for an objective review regarding goods sellers or service providers as well as the quality of purchased products and/or services.

8.2 Any User's Content published in the Service should be edited in a clear, understandable and following the terms of use objectives.

8.3 The user takes complete responsibility for edited Content, especially for any kind of infringements on their parties' rights.

8.4 User's Content published in the Service are commonly available for people using the Internet.

8.5 Contractor acknowledges, that they do not have technical and organizational abilities to constantly and regularly monitor or verify Content published in the Service by the Users. Everyone who shall take the information of Content published in the Service by Users is against the law or the terms of use, is obligated to inform the Contractor about that event in full detail, such as the location. It is to be done via the following email address: support@trustmate.io. In particular supported cases, the Contractor is allowed to remove any Content fully and/or partially.

## **§ 9 Terms of using the Content published in the Service**

9.1 All reviews and statement published the the Service's Users, as well as comments on these reviews including the identification (nickname) can be used completely and/or partially by the Contractor within the Service, as well as the Business Card and partner services in any way in any purpose legally, also for the purpose of promotion and marketing.

9.2 Contractor is allowed to promote the functionality of the Service and Services carried out by them through publishing completely and/or partially reviews and statements conducted by the Users, as well as the comments on the reviews in all information sources (especially: press, advertisement posters and folders, electronic publications, websites, statistics, reports, comparisons) and also via any medium (especially: radio, television).

9.3 In every case where Content (statement, review) of the User stands for a creation within the Copyright Act and related acts, once it is published in the service, the Contractor is allowed to a free of charge, territorially and timely unlimited access, with a right for granting sub access for the sake of Contractor's partners within the following spheres: perpetuating via any techniques, analogue and digital reproduction, implementing to the computer memory, implementing to the computer or multimedia network, placing on the market, publicly sharing in any place and time chosen by the Contractor, viewing, transmitting, reemitting, play backing, placing answers in the databases, using the answers for the sake of Contractor's promoting and Service's presentation.

9.4 In every case where Content (statement, review) of the User stands for a creation within the Copyright Act and related acts, the User allows the Contractor for a free of charge copyright use, especially for its modification, implementing acronyms and editorial amendments, with a right of a further allowance of such kind, also of including the content coming from a different User or including their creation completely and/or partially to other creations, without any author supervision on the User's behalf.

9.5 A removal of a registered User's Account or a Content removal of an unregistered User does not affect the above allowance's validity, and the Contractor's rights described in points 9.1 and 9.2 remain in force also after the contract becomes terminated.

## **§ 10 Rights and responsibilities of the Contractor**

10.1 Contractor is obligated to continuously and durably provide Services covered by the presented Terms of Use, while sustaining proper diligence.

10.2 Contractor does not provide guarantees for Services covered by the presented Terms of Use.

10.3 Contractor does not take responsibility for technical difficulties preventing them from providing the Services, being a result of a higher power and events which are not their responsibility, such as i.e. as a result of actions of a third party or a User.

10.4 Contractor holds the right to conduct maintenance work on the ICT , glitches renovation, false or outdated information, modernization, as well as amendments within the Service's graphic design, which could unable the User from making use of the Services.

10.5 In specific cases having an effect on safety or stability of the ICT system, the Contractor is entitled to a periodic suspension or limitation in providing services, without earlier alert notice and

without conducting any maintenance work intended to bring back the safety and stability of the ICT system.

10.6 Contractor holds the right to suspend the provision of their Services, including removing a Registered User Account especially when:

- a) User does not follow the Terms of Use rules as well as when because of the User, providing Services become impossible,
- b) a previously confirmed declaration or alert, which means that the User is harming the Service's Partners or other Service's Users, has been received,
- c) User negatively affects the interest and reputation of the Contractor

10.7 Contractor is entitled to block or conceal Contents (statements, reviews, graphics, materials, pictures, videos) in every case, when they infringe the Terms of Use or are against the binding law.

10.8 Contractor is entitled to implement anti spam and anti flood safety features as well as to preventing any cases of fake and unfair infiltrating third parties' reputation.

## **§ 11 Rights and Responsibilities of the Service Users**

11.1 User is obligated to use the Service in line with provisions of Agreement and Terms of use, applicable with rights rules, good customs, both for the Contractor and third parties.

11.2 The registered User is obligated to give only true data. Giving the untrue data is flagrant Terms of use infringement.

11.3 User will not publish any Content which is illegal, false, against good customs, or against the rights of third parties, as well as content including wording commonly seen as vulgar and offensive.

## **§ 12 Personal data**

12.1 The administrator of personal data (within the meaning of Article 4 subsection 7 of the GDPR) of Users using the functionality of the Internet Service is the Krajowy Rejestr Opinii S.A. with its registered office in Wrocław, postcode 50-062, Bartoszowicka 3 street, KRS number 0000737597, TIN: 8971854393.

12.2 The Service Provider has appointed a Data Protection Officer (DPO) who can be contacted on matters regarding the protection of personal data and the exercise of rights related thereto. To that end, it's possible to contact via e-mail: [rodo@kro.org.pl](mailto:rodo@kro.org.pl) and also by traditional mail to the following address: Krajowy Rejestr Opinii S.A. Bartoszowicka 3, 51-641 Wrocław, adding „GDPR” superscription.

12.3 The Service Provider ensures that personal data entered by the User on the Internet Service will be processed in accordance with the Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Laws 2016 L119/1) and the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2002.144.1204 as amended ),

in the manner and for the purposes set out in the Terms and Conditions and the [Privacy Policy of the Krajowy Rejestr Opinii](#).

12.4 Users' personal data may be processed for the following purposes and on the following legal grounds:

- a) conclusion and fulfillment of the Agreement for the provision of Services (the legal basis for data processing: Art. 6, paragraph 1, letter b of GDPR),
- b) ongoing communication in matters related to the provision of services within the Internet Service (the legal basis for data processing: Art. 6, paragraph 1, letter b of GDPR),
- c) enabling registration and operation of the User Account set up on the Internet Service (if the User creates such an account) and providing other functionalities through the Internet Service (the legal basis for data processing: Art. 6, paragraph 1, letter b of GDPR),
- d) handling the complaints related to the concluded Agreement (Art. 6, paragraph 1, letter b of GDPR),
- e) accepting and handling reports and queries other than complaints directed to the Service Provider (e.g. via contact details indicated on the Internet Service website), which constitutes the legitimate interest of the Service Provider (the legal basis for data processing: Art. 6, paragraph 1, letter f of GDPR),
- f) accepting statements of withdrawal from the concluded Agreement in the case of Users who are Consumers, in accordance with the provisions of these Terms and Conditions and the provisions of Chapter 4 of the Act of 30 May 2014 on consumer rights, which constitutes the legitimate interest of the Service Provider (the legal basis for data processing: Art. 6, paragraph 1, letter f of GDPR),
- g) examining and pursuing claims, defending against claims, as well as for the purposes of implementing out-of-court complaint handling methods, which constitutes the legitimate interest of the Service Provider (the legal basis for data processing: Art. 6, paragraph 1, letter f of GDPR),
- h) monitoring the use of services by Users provided within the Internet Service, in terms of compliance with the provisions of the Terms and Conditions, as well as developing the functionality of the Internet Service, improving the performance of services rendered through it, which constitutes the legitimate interest of the Service Provider (the legal basis for data processing: Art. 6, paragraph 1, letter f of GDPR),
- i) for direct marketing purposes, which constitutes the legitimate interest of the Service Provider (the legal basis for data processing: Art. 6, paragraph 1, letter f of GDPR),
- j) conducting statistical analyzes, which constitutes the legitimate interest of the Service Provider (the legal basis for data processing: Art. 6, paragraph 1, letter f of GDPR),
- k) storing data for the purposes of demonstrating the compliance with the legal obligations residing on the Service Provider, which constitutes his legitimate interest (the legal basis for data processing: Art. 6, paragraph 1, letter f of GDPR),

12.5 If the User uses the Internet Service in contravention of the regulations, in a manner contrary to the Terms and Conditions or to the detriment of the Service Provider, the Service Provider reserves the right to process the User's personal data to the extent necessary to determine and make the User liable pursuant to Art. 6, paragraph 1, letter f of GDPR, to fulfill a legitimate interest pursued by the Service Provider. In such a case, the Service Provider reserves the right to prevent the User from accessing the Internet Service.

12.6 Users' personal data may be disclosed to the following categories of recipients:

- a) the Service Provider partners and subcontractors providing him with the technical support in the operation and maintenance, as well as the development of the Internet Service, such as:

entities providing hosting services, software suppliers, Internet Service technical service providers,

- b) entities supporting the Service Provider's execution of applicable legal provisions and rights and obligations under these Terms and Conditions in connection with the provision of services via the Internet Service, such as: law firms with which the Service Provider has entered into legally required contracts for entrusting the processing of personal data;

12.7 The obtained personal data will be stored by the Service Provider for the period of providing services to the User within the Internet Service under the Contract, and in addition:

- a) until the limitation of potential claims arising from the concluded Contract,
- b) for the duration of performing duties arising from legal provisions,
- c) for the period necessary to supply documentary evidence by the Service Provider before public administration bodies, including a supervisory body in the field of personal data protection, that proves the correctness of compliance with legal obligations incumbent on him,
- d) for archiving purposes, when it concerns the history of correspondence and the answers to submitted queries (not directly related to the concluded agreements), for a period not longer than 3 years from obtaining the data,
- e) for direct marketing purposes - for the duration of the Contract or until objection to data processing for this purpose,
- f) until the consent for data processing is withdrawn or outdated (confirmed by the Service Provider) - if the data is processed with the consent given by a specific person.

12.8 The Service Provider provides each User with the right to exercise all their rights granted for him in the GDPR, i.e., the right to request access to their personal data, the right to rectify it, delete or request the limitation of processing, the right to transfer data, as well as the right to object to their processing, on the terms and in the cases provided for in the provisions of the GDPR.

12.9 In the case of processing personal data by the Service Provider in order to pursue legitimate interests (referred to above), each User has the right to object to the processing of data for the reasons related to his particular situation.

12.10 Data processed for the purpose of pursuing a legitimate interest in conducting direct marketing by the Service Provider will be processed only until objection to this type of processing. The User has the right to object to the processing of his personal data for the purposes of direct marketing, at any time.

12.11 If the Service Provider processes personal data with the User's consent, the User has the right to withdraw their consent to the processing of their data at any time without affecting the lawfulness of the processing of such data that took place before the consent was withdrawn.

12.12 Providing personal data in relation to:

- a) Users who want to create an Account on the Internet Service - to register and create a User Account, it's necessary to provide data including the email address and User name. Failure to provide this data will prevent the creation of an Account and consequently, the conclusion of the Contract, but the User will still be able to use the Internet Service functionalities without the need to Create an Account;
- b) Users who submit a statement of withdrawal from the Contract - in order to make a declaration of will to withdraw from a distance contract, it's necessary to provide data within the scope of: name, surname, e-mail address, postal address. Failure to provide this information will prevent effective submission of a declaration of intent to withdraw from the contract,

- c) Users who submit a complaint in connection with the Agreement concluded with the Service Provider on the terms set out in these Terms and Conditions - in order to make a complaint and enable it to be examined by the Service Provider, it's necessary to provide the email address that the User provided during the Creation of the User Account on the Internet Service.
- d) other cases - is voluntary.

12.13 The Service Provider does not carry out the processing of Users' data in an automated manner, which at the same time will lead to making decisions regarding them having legal effects or similarly significantly affecting their situation. Possible processing of data in an automated manner, including through profiling, will only serve the analysis of individual preferences of Users using the Internet Service.

12.14 Any person whose personal data is processed by the Service Provider has the right to lodge a complaint in connection with the processing of his personal data to the supervisory body, which is the President of the Personal Data Protection Office, with its registered office at Stawki 2 street, 00-193 Warsaw.

### **§ 13 Complaints procedure**

13.1 The User has the right to lodge a complaint in the event of non-provision or improper provision of Services by the Service Provider within the Internet Service. Complaints may not, in particular, relate to: irregularities in the operation of the invoked web browser, interruptions in access to the Internet, equipment of the Client or internet connections, circumstances for which the Service Provider is not solely responsible, as well as other circumstances related to the acts of entities that the Service Provider is not responsible for.

13.2 The Service Provider is the only entity authorized to examine the complaint.

13.3 Complaints may be submitted in writing, by sending a registered letter to the following address: Krajowy Rejestr Opinii SA, Bartoszowicka 3, 51-641 Wrocław, or by sending an e-mail message to the following e-mail address: [support@trustmate.io](mailto:support@trustmate.io), (the subject for this e-mail message should contain the word: "complaint").

13.4 The complaint should be drawn up in English, contain the subject matter of the complaint, and a concise and understandable justification. Complaints containing vulgar or offensive content will not be examined.

13.5 The Service Provider will examine the complaint within 10 business days from the date of its receipt or in the event of receiving an incomplete complaint or not containing the necessary information for its examination, will ask for additional information regarding the submitted complaint and will examine the complaint within 10 business days of receiving such information.

13.6 The Service Provider reserves the right to extend the deadline indicated in subsection 13.5. for another 7 days, in the event that the examination of a complaint requires taking additional efforts and arrangements or encounter obstacles independent of the Service Provider.

13.7 The Service Provider reserves that examination of a complaint may require technical interference in the User's Account.

13.8 Information on how the complaint will be processed will be forwarded via e-mail to the User's e-mail address.

13.9 The User who is a Consumer has the following options to use out-of-court complaint examination methods and pursuing claims:

- a) The User is entitled to apply to a permanent consumer arbitration court referred to in Art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws 2001 No. 4 pos. 25 as amended), with a request to resolve the dispute arising from the concluded Contract;
- b) The User is entitled to contact the provincial inspector of Trade Inspection in accordance with Art. 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws 2001 No. 4 pos. 25 as amended), with a request to initiate mediation proceedings regarding the amicable settlement of a dispute between a User or a Registered User and the Service Provider;
- c) The User may obtain free assistance in resolving the dispute between him and the Service Provider, by using the free help of the district (municipal) consumer advocate or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers);
- d) at <http://ec.europa.eu/consumers/odr/> there's a platform available for online dispute resolution between consumers and businesses at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop-shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations under an online sales contract or service contract.

#### **§ 14 Withdrawal from a contract**

14.1 The User who is a consumer has the right to withdraw from the Contract for the provision of services by the Service Provider within 14 days from the date of the contract conclusion without giving a reason. In case of doubt, the date of the conclusion of the Contract is the day on which the User added a review or registered an Account, and they have been activated.

14.2 The User withdraws from the contract by submitting a statement of withdrawal to the Service Provider:

- a) on the form defined in Appendix 1 to these Terms and Conditions. To meet the 14-day deadline, it's enough to send a statement before its expiry. The Service Provider immediately confirms to the User the receipt of the submitted form via the Internet,
- b) in writing, in the form of a statement that will indicate the will to withdraw from the Contract. To meet the 14-day deadline, it's enough to send the statement before its expiry to the following address: Krajowy Rejestr Opinii S.A. Bartoszowicka 3, 51-641 Wrocław,
- c) in electronic form, in the form of a statement that will indicate the will to withdraw from the Contract. To meet the 14-day deadline, it's enough to send the statement before its expiry via e-mail to [support@trustmate.io](mailto:support@trustmate.io).

14.3 In the event of successful withdrawal from the Contract, it's considered void.

14.4 The right to withdraw from a distance contract is not given to the User who is a Consumer in the event that he has agreed to start being provided the service before the expiration of the 14-day deadline to withdraw from the contract and has been informed by the Service Provider about the loss of the right to withdraw from the contract.

14.5 Consent to start providing the service before the expiration of the 14-day deadline to withdraw from the contract referred to in subsection 14.4. occurs in the case of a Registered User at the time of clicking the activation link during the Account registration procedure, and in the case of an Unregistered User at the time of posting Content on the Internet Service.

#### **§ 15 Contract termination**

15.1 Both the User and the Service Provider may terminate the Contract at any time and without giving a reason, subject to the rights acquired by the other party before the termination of the Contract and the provisions set out below.

15.2 A declaration of will to terminate the Contract by the User may be submitted in writing by sending it to the following address: Krajowy Rejestr Opinii S.A., Bartoszowicka 3, 51-641 Wrocław or in electronic form, via e-mail to the following address: [support@trustmate.io](mailto:support@trustmate.io). In the case of a registered User, effective submission of the declaration referred to in the first sentence requires deleting the Account.

15.3 The rules and procedures for terminating the Contract in the case of the Internet Service Partner have been included in separate Terms and Conditions.

15.4 The Service Provider is authorized to terminate the Contract and to block access to the User Account or delete the Account of the User who uses the Internet Service in a manner contrary to the law or the provisions of these Terms and Conditions. Termination of the Contract executed in such a situation by the Service Provider has an immediate effect with respect to all services provided through the Internet Service and may involve the deletion of all User's data, including his Content posted on the Internet Service.

## **§ 16 Change of Terms of use**

16.1 Contractor has a right to unilaterally alter the terms of use at any time to the extent compatible with the applicable law.

16.2 About the change of terms of use the Contractor will inform the Users by posting an appropriate message in the Service. Change of Terms of use will take effect on the day of posting its harmonized text in the Service, unless there was another specified date of its entry into force of the new Terms of use. Every User is obligated to get familiar with the terms of use. Use of service after a placed change of Terms of use is equivalent with acceptance of the new content of the Terms of Use by User.

16.3 In the event of non-acceptance or changed Terms of use by User registered shall stop logging into Service and immediately inform Contractor about this kind of decision. Without acceptance of the new or changed Terms of use by User that doesn't have an account on the Service is a basis to instant notification about this fact to the Contractor and stop the use of Service by the User.

16.4 Lack of acceptance of new or changed Terms of Use by the User is equivalent to suspending the provision of the services carried out by the Service and is a valid reason to the termination of the contract with immediate effect.

## **§ 17 Final provisions**

17.1 In matters not covered by these Terms and Conditions, the provisions of generally applicable Polish law shall apply.

17.2 If any existing or future provision or part of a provision of the Terms and Conditions is considered void or unenforceable in whole or in part for any reason now or in the future, its invalidity or unenforceability shall not affect the enforceability of the remaining provisions of these Terms and

Conditions. These Terms and Conditions will be interpreted in accordance with the law as if an unenforceable provision was never included in it.

17.3 In the event of a dispute, the parties will endeavor to settle a dispute out of court. The law applicable to any dispute arising under these Terms and Conditions is the Polish law. If it's not possible to settle the dispute amicably, it'll be submitted for deciding to the competent common court of law.

### **§ 18 Appendices to the Terms and Conditions**

18.1 Contract withdrawal form.

18.2 [Privacy Policy, and Cookie Policy](#).

Last updated: 09.01.2019.