



## TERMS OF SERVICE

### VirtualEyes.io

#### §1 General provisions

1. The Web Service available at <https://virtualeyes.io> is run by Łukasz Gogołkiewicz, who conducts business under business name of FiveBytes Łukasz Gogołkiewicz, registered office: Ślądkowice 92K, 95-081 Ślądkowice, Tax ID number PL8882860601.
2. Contact details:
  - Mailing address: FiveBytes Łukasz Gogołkiewicz, registered office address at Ślądkowice 92K, 95-081 Ślądkowice
  - Email address: kontakt@fivebytes.pl
  - Telephone number: +48 571 512 571

3. Definitions:

For the purposes of the Terms of Service the following terms have the respective meanings:

- **Web Service** - web applications system run by the Vendor constituting a set of static and dynamic web documents, comprised of files, including image files, scripts and other elements of the set interlinked through interactions, accessible under the domain name virtualeyes.io;
- **Vendor** - owner of the Web Service;
- **Terms of Service** - terms of service of the Web Service;
- **Client** - a natural person who is 13 or older (with the proviso that any Client under 18 must produce consent of their legal guardian to take part in the transaction, save for where the Client enjoys unlimited capacity for legal acts), as well as a legal person or organisational unit without legal personality who is granted the capacity for legal acts by law, and who places an order through the Web Service;
- **Consumer** - any Client who is a natural person performing a legal act with the Vendor which is not directly related to Client's business or professional activity (i.e. making a purchase through the Web Service); any natural person who



performs a legal act with the Vendor (i.e. makes a purchase through the Web Service) which is directly related to Client's business activity where the substance of the legal act indicates that the act performed is not of professional nature, and specifically does not relate to the object of Client's business activity as entered under the regulations on the Central Registration and Information on Business, is considered to be a Consumer;

- **User** - service user, sole trader, business or consumer, buyer, any other person who uses Services provided by the Vendor through the Web Service
  - **Client's Individual Account** - set of data relating to the Client and their order history stored by the Vendor;
  - **Services** - performance rendered without the concurrent presence of both Parties through transmission of data at the individual request of the User, transmitted and received through devices used in electronic processing and storing of data sent and received or transmitted via the Internet in its entirety;
  - **Completion Confirmation** - a confirmation sent by the Vendor to User's email address confirming acceptance of their offer and completion of the order, covering offer contents (the agreement), including details on the price and the Service as well as the particulars of delivery;
  - **Privacy Policy** - set of rules relating to processing and protection of personal data of the Users.
4. This Terms of Service specifies terms of use of the Web Service, and in particular, rules pertaining to the conclusion of agreements on provision of services offered by the Web Service, types of service provided, as well as terms and conditions of Provision of Services through the Web Service, and complaint and rescission procedure.
5. Use of the Web Service is tantamount to consenting to Terms of Service. The Client must read the provisions hereof.
6. The following technical requirements need to be met to use the Web Service:
- using multimedia device with Internet access;
  - using the latest version of web browsers, such as i.a. Microsoft Edge, Mozilla Firefox, Google Chrome, Opera, Apple Safari;
  - access to active electronic mail (email account),
  - enabled Cookies and Javascript.



7. Where the User uses devices or software not meeting technical requirements specified above, the Vendor cannot guarantee the correct operation of the Web Service.
8. The Client is obligated to use the Web Service in conformity with provisions of the Terms of Service, as well as in observance of the existing law and good practice.
9. The Terms of Service are accessible through the Web Service in a form which allows for downloading, recording, saving and printing hereof.
10. In the event that the Terms of Service need to be amended, the Vendor will publish its latest edition at the Web Service and notify the User of the same. Amended Terms of Service enter into force no sooner than 14 days of the publishing of its latest edition. In addition, all Users registered with the Web Service shall be notified of the amendment of the Terms of Service via email notification no later than 14 days prior to the amendment taking effect.
11. Where the User does not agree to the amended Terms of Service, they are obligated to notify the Vendor of the same within 14 days of the day on which the information on the amendment was entered in the means of electronic communication in such a manner which allows such person to read its contents.
12. The Vendor carries out its business activity consisting in Providing Services through the Web Service based on content transmitted and received via device and software used in distance communication, content transmitted and received via the web; the service consists in monitoring websites, servers, DNS domains, sending notifications to Users and presenting User data status.

## **§2 Conclusion of agreement**

1. Information accessible on the Web Service does not constitute an offer to conclude the agreement regarding Services offered, and is merely an invitation to place offers.
2. Accepting the invitation to conclude an agreement occurs through placing an order referred in §3.
3. The agreement is concluded upon the receipt of Completion Confirmation by the User.
4. The Agreement enters into force at the prices set and on the terms and conditions in existence at the time when the User placed their offer which was subsequently accepted by the Vendor.



5. Where the performance consists in transmission and receipt of content via device and software used in distance communication, content transmitted and received via the Internet, the Agreement is concluded upon the expression of User's will to receive the performance which is executed by clicking on the "Register"/"Order" button.

### **§3 Order placement**

1. The Client purchases a service through the Web Service by placing their order.
2. Orders can be placed 7 days a week, 24 h a day.
3. Order placement is concluded in the following steps:
  - o Creating an account on the Web Service - User registration, and where the User was previously registered - by logging in,
  - o selecting Services offered through the Web Service,
  - o where the receipt of performance is agreed upon on-line, the order is placed upon the expression of User's will to receive the performance which is executed by clicking on the "Register"/"Order" button.
4. Any Client who places an order with the Web Service is obligated to read and agree to the Terms of Service. The Client confirms that they have read and agreed to the Terms of Service by checking a relevant box on the order form. If the Client fails to agree to the Terms of Service, the order cannot be finalised.
5. Moreover, any Client who places an order with the Web Service is obligated to provide their personal data necessary to complete the order - obligatory data - and to give their consent to processing thereof by the Web Service. Consenting to processing of personal data is confirmed by checking a relevant box on the order form. Providing obligatory data is a prerequisite for placing and completing the order.
6. The Client may also provide other data - optional data - in a relevant section of the order form. Providing optional data is not a prerequisite for placing and completing the order.

### **§4 Service price**

1. Price and other relevant terms and conditions relating to the Service are provided in the description published on the Web Service website from time to time.



2. Prices of Services presented on the Web Service are expressed in Polish zlotys (PLN), and constitute net prices, i.e. relevant tax rates, including VAT tax rate must be added thereto.
3. Prices presented on the Web Service website pertain to a single service.
4. Services and goods prices apply exclusively to the time upon which the order is placed through the Web Service.
5. The Vendor reserves the right to change the price, however, any such change does not affect any orders placed prior to price change taking effect.

### **§5 Order completion and Service provision**

1. Where the User agrees to receive the performance on-line, the order is completed immediately upon order placement.
2. Specific rules of order completion set for specific Services are provided in the description of each Service.
3. Where the order cannot be completed at the time limit stipulated herein due to unavailability of the Service, the Vendor shall notify the User of such an occurrence by telephone or via email without undue delay.
4. Should the User fail to agree to the extended time limit for order completion, whatever the Parties have already provided shall be returned unchanged, and neither Party shall pursue any claims which may arise from failure to complete the order against the other.
5. Ordered services shall be delivered on the Web Service.
6. The User can access ordered Services by logging in to the Web Service.
7. The Client receives a VAT invoice upon payment for the service or good. Electronic VAT invoice is available on the Client's individual account as well as sent to the email address provided by the Client.
8. The User authorises the Vendor to issue VAT invoice without the recipient's signature and agrees to the same. The User authorises the Vendor to issue an electronic VAT invoice and agrees to the same.

### **§6 Payment method**

1. The Client can make an advance payment of the full price via:



- Stripe payment service
2. Any order not paid for on the first day of the date of its placement shall be cancelled automatically.
  3. The time upon which relevant funds are credited to the Vendor's bank account, shall be deemed the date of payment for the order.

### **§7 Right to rescind**

1. Prior to purchase being finalised by the User, they are advised on the forfeiture of their right to rescind the agreement prior to order placement and payment therefore in accordance with Article 38 of the Consumer Rights Act of 30 May 2014 (Ustawa z dnia 30 maja 2014 r. o prawach konsumenta (consolidated text: Dz. U. of 2022 item 2337 as amended). 38.

### **§8 Filing and handling complaints**

1. The Vendor does not provide warranty for services offered through the Web Service.
2. The Vendor undertakes to deliver goods free of any physical or legal defects to the Client.
3. The Vendor is liable to the Client for any defects in the goods pursuant to Articles 556-583 of the Polish Civil Code (Kodeks Cywilny).
4. Where the Client deems the service purchased incompliant with the agreement, they are obligated to:
  - indicate how (according to the Client) the service is noncompliant with the agreement;
  - indicate preferred method of handling their complaint;
  - provide their contact details.
5. The User can file complaints in matters pertaining to the Service in writing by submitting one of the following:
  - o a written declaration of intent affixed with an autograph signature and sent to FiveBytes Łukasz Gogołkiewicz, Ślądkowice 92K, 95-081 Ślądkowice
  - o scan or photograph of a written declaration of intent sent by email to [info@virtualeyes.io](mailto:info@virtualeyes.io).



6. The Vendor undertakes to process the complaint within the next 14 days. The Vendor shall contact the Client in accordance with contact information provided, to notify them of the outcome of the complaint procedure and to decide on the next steps.
7. Where the complaint is granted, the Client shall not bear any costs related to complaint procedure.
8. Where the complaint is granted, the Service shall be provided free of charge and defects. Where the Service cannot be re-provided, the Vendor shall reimburse the Client for the price paid within 7 days. The Service shall be re-provided within 30 days of the grant of the complaint.

### **§9 Alternative dispute resolution**

1. The Vendor hereby agrees to resolve any potential disputes amicably, in particular through mediation.
2. Detailed information on alternative complaint and dispute resolution are available at the seat or on the website of Polish Office of Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów), at provincial inspectorates under the Trade Inspection or at the offices of district consumer ombudsman.
3. Key information on the alternative consumer dispute resolution are available at: [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).

### **§10 Personal data**

1. Providing personal data by the Client is voluntary, however some personal data is necessary to complete the order.
2. Client's personal data is collected and processed within the scope necessary to:
  - register the Client and to create Client's Individual Account on the Web Service;
  - complete the order placed by the Client, and it is processed and collected for the same purpose.
3. Personal data is stored up to 5 years of order completion, or until the consent to process the data is withdrawn by the Client.
4. Each Client has the right to access their data, as well as to alter, transfer and erase the data. The Client has the right to restrict processing of personal data.



5. The Client has the right to lodge a complaint with the President of the Personal Data Protection Office in relation to personal data processing.
6. Personal data provided by the Client shall be subject to profiling. Based on the personal data processed, the Controller shall present the Client with offers matched with their preference and interest. The Client has the right to object to profiling.
7. The Client has the right to withdraw their consent to personal data processing at any time. The foregoing shall not affect any processing which has taken place prior to withdrawal of consent.

### **§11 Cookies policy**

1. Web Service uses cookies, small files stored on the Client's computer/multimedia device used to log in.
2. Cookies provide data on the use of Web Service and are stored with the aim to facilitate Client's use of the Web Service, meet Client's needs and expectations in that regard, as well as to research the way Clients navigate through the Web Service.
3. Cookies are used exclusively subject to consent of the Client.
4. The Client can block or restrict cookies in their preferred browser at any time. In such an event, the use of our Web Service may be hindered, or even blocked entirely.
5. Latest edition of our cookie policy is available at: <https://virtualeyes.io/privacy-policy/>

### **§12 Intellectual property**

1. The Vendor hereby represents that by rendering performance for the benefit of the User (completing the order), the Vendor is sharing contents protected by intellectual property rights, and their copyright work in particular.
2. The User is obligated to observe intellectual property rights regulation. Therefore, any reproduction, alternation, and public performance of shared contents without a written consent of the Vendor is strictly prohibited, unless otherwise provided under separate agreements or required by mandatory rules of law.





### **§13 Final provisions**

1. The Terms of Service are incorporated to the agreement concluded by and between the Vendor and the Client.
2. In the matters not provided for herein, the provisions of Polish Civil Code and generally applicable law will apply.
3. Any potential disputes arising out of the performance of the agreement concluded shall be resolved primarily outside of litigation through alternative dispute resolution.
4. The Vendor reserves the right to amend Terms of Service in its entirety or in its part. Any amendments to Terms of Service enter in force on the day of its publication on the Web Service website. The Vendor undertakes to advise all Clients who created an individual Client account on the amended Terms of Service 7 days prior to planned amendment thereto.
5. Where Terms of Service are amended, any and all orders placed prior to amendments taking effect will be completed in accordance with the edition of Terms of Service in existence at the time upon which said order was placed.
6. Terms of Service enter into force upon its publishing on the Web Service website.