

Terms of Service

General Information

This Synerise Terms of Service ("**Agreement**") define conditions of use of the Internet service and application provided by Synerise and accessible via website <https://www.synerise.com> ("**Website**"), and conditions regarding the rights and obligations of the service and application users ("**Customer**" or "**You**") as well as Synerise duties and liability and fees due to Synerise for the provision of Services.

§ 1. Definitions

As used in these Terms of Service, the following terms shall have the following meaning:

1. "**Synerise**" means service provider – Synerise S.A. with registered office in Kraków at the address: ul. Lubostroń 1, Kraków 30-383, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków Śródmieście in Kraków, Ninth Commercial Division of the National Court Register with the KRS number 0000468034, NIP number: 679 309 32 92, initial capital in the amount of PLN 627 500,00 PLN, paid up in full, namely, the entity providing the Website and the Application;
2. "**Application**" means internet application which enables automation of marketing and sales processes for Customers, including but not limited to processing of data related to sales and marketing and their complex analytics – functions and current specification is available via the Service;
3. "**Password**" means a string of symbols created by You used to protect access to the Application;
4. "**Account**" means a virtual space assigned to You in the Application that enables You to use the Application and is protected by an individual Login and Password;
5. "**Login**" means created by You individual and unique marking of Your Account composed of digits and/or letters, alternatively Your email address, used to access the Account and to enable the use of the Application;

6. **“Services”** means Services within the meaning of the [Polish] Act of 18 July 2002 on Providing Services by Electronic Means that allows Synerise to offer the Application via the Website;
7. **“Customer, You”** means entrepreneur within the meaning of Article. 431 of the [Polish] Civil Code who uses the Application.

§ 2. Technical Requirements

1. The following criteria must be met jointly by You in order to use the Application:
 - a) You need to have access to Internet;
 - b) You need to have a device that is equipped with an up-to-date web browser (in the newest possible version);
 - c) You need to obtain an email address and provide it to Synerise in accordance with §4 (Use of the application).

§ 3. Agreement, Term and Termination

1. This Agreement is concluded for the indefinite period of time, effective from the time the Account is activated.
2. You can terminate the Agreement by deleting the Account.
3. Synerise may terminate the Agreement or suspend your use of the Application when You infringe the provisions of this Agreement (ex. You infringe Synerise intellectual property rights, You are late with your payment) or if Your actions violate the law or principles of good conduct, alternatively, violate conduct that endangers the safety of the data collected in the Application, also if Your actions bring damaging effects to Synerise reputation or the goodwill of the Website or Application.

§ 4. Use of the Application

1. In order to use the Application, You should provide data required in the registration form located at <https://demo.synerise.com/request>.

2. Synerise will start to provide Services once this Agreement will be concluded once You mark the relevant field in the registration form.
3. Synerise will verify Your right to manage the electronic mail address submitted during registration process described above, by sending a link to said electronic mail address. Once You open the link in the web browser Synerise will start to provide Services to You.
4. In case when You lose the access data for the Account, You can retrieve the Login and generate a new Password. In order to retrieve the password, choose "password recovery" option and follow the instructions displayed on the Website.

§ 5. Application modules, Scope of Services, Support.

1. The Application allows for integration with external systems via API. The terms and conditions of use for said services are regulated by relevant regulations. You shall be obliged to observe the regulations in question when using the API. At the same time Synerise shall be entitled to change the catalogues of external system services with which the Application may be integrated by way of API.
2. Synerise will provide you with support regarding the use of the Application. You can report errors of abnormal behavior of the Application by contacting Synerise helpdesk via email at **support@synerise.com**.
3. Synerise can implement Application, such implementation will be subject to separate Agreement and additional fees.

§ 6. Fees & Payment

1. Application access is subject to fees. Current price list is available via the Website during registration process.
2. Synerise will notify You via electronic mail addresses provided in the Account about all intended changes to the existing Agreement at least 14 (fourteen) days before planned incorporation of the changes.
3. All Payments done via credit/debit card will be handled by the company PayLane sp. z o.o. with its registered office at C. K. Norwida 4 Street, postal code: 80-280 Gdańsk, KRS: 0000227278.
4. Unless the applicable provisions in force stipulate otherwise, You shall not be entitled to reimbursement of paid fees under this Agreement.

5. You will be billed on a monthly basis.
6. All prices are net of tax (VAT), Synerise will add relevant VAT tax to any invoice issued under this Agreement.
7. All invoices will be sent to Your email address provided to Synerise. Invoices will be sent from the following email address: **finance@synerise.com**.

§ 7. Certain Customer's Obligations

1. At the time of creating the Account, and during the use of the Application You shall be obliged to provide truthful personal and contact data required for adequate performance of the Services.
2. You undertake to update the data listed above immediately upon occurrence of circumstances that require such update.
3. Each and every Website visitor or a person using the Application shall be obliged to observe the relevant provisions of the law in this respect, including but not limited to protection of widely understood intellectual property rights.
4. You should duly protect access data for the Account.
5. You shall bear sole and exclusive liability for uploading any and all content and data to the Application, including but not limited to the manner of processing thereof. It is Your sole responsibility to obtain relevant, stipulated by the provisions of the law consents of the persons whose personal data is being processed.

§ 8. Synerise Liability

1. The Application is a tool that supports the business activity conducted by You, therefore Synerise is not liable for the results of said business activity conducted with its assistance, including but not limited to for use thereof in contravention to its intended use. You shall assume any and all risk related to the use of the Application.
2. Synerise is taking all reasonable endeavors in order to provide uninterrupted operation of the Application and Website. However, Synerise reserves the right to a temporary suspension of Services in a situation when a technical update of the Website or the Application is being implemented. Synerise will inform you about such suspension with a due notice via email.

3. Synerise shall not be liable for possible damages related to the use of the Application and arising out of improper functioning of the hardware or software employed by You.
4. Synerise shall not be liable for damages, when You disclose the data enabling access to the Account to third parties.
5. Synerise shall not be liable for obtaining contents for advertisements and promotional materials uploaded to the Website or the Application, or sent out to Users via the Website or Application.
6. Synerise shall not be liable for uploading any data to the Application by You, or for the manner of use or legal aspects of processing thereof. This reservation shall specifically apply to personal and mailing data.
7. Synerise shall not be liable for any and all damages that transpire from the use or operations of the Application, unless such damages arise out of Synerise willful misconduct.

§ 9. How Synerise process Your Claims

1. Any and all possible claims and complaints should be reported by You either by means of traditional post to Synerise mailing address or via email: support@synerise.com.
2. Claims should comprise a detailed description of the reported event as well as Your identification data.
3. Synerise will consider a correctly filed complaint within 14 (fourteen) days from receipt date. Synerise might need more time when additional information will be needed from You, we will let You know via email how and when Your complaint will be resolved. You can provide another mean of communication in the complaint form.

§ 10. Intellectual Property Rights

1. Content available through the Website, including but not limited to the selection and display, and the Application itself shall constitute works within the meaning of the [Polish] Act of 04 February 1994 on Copyright and Related Rights. Therefore, they enjoy protection provided by the abovementioned Act.

2. Use of the Website or Application by the User or other person who may visit the Website shall not cause for those entities to acquire any rights to non-material goods to the works made available, apart from the right to use them in the scope defined by the law allowed use as well as the scope required to perform the Agreement on Provision of Services. Therefore, it shall be forbidden to copy the Website or the Application, both in its entirety or in part.
3. Any interferences in the contents of the Website or the Application shall be forbidden, as well as any modifications or use thereof in a manner that contravenes the use defined in these Terms of Service without Synerise prior written consent of made in writing, otherwise shall be deemed null and void.
4. The Customer, by uploading into the Application data protected by the Act and identified in paragraph 1, or the Act of 27 July 2001 on protection of databases, shall grant Synerise a non-exclusive license, unlimited with respect to the territory and numbers of use, which does not include the right to grant further licenses for the use of the content for the purposes of provision of Services, which encompasses uploading them and storing in the computer memory, copying and dissemination, including but not limited to, by means of the Internet or making them publicly available in such manner, that any person may avail of them at the time and place chosen by them.
5. You also grant us a non-exclusive, non-transferable license to perform works on your website, including but not limited to performing modifications of HTML code of your website solely for the purposes of provision of Services.

§ 11. Privacy Policy and Protection of Personal Data

1. Issues related to protection of privacy and data, including but not limited to personal data, shall be regulated by the Privacy Policy and Anti-spam Policy available via <https://synerise.com/legal/privacy-policy>.
2. You confirm that:
 - a) You have read and understood Synerise Privacy Policy.
 - b) You confirm that You process all entrusted data in accordance with law, and Synerise processing of such data will not all personal data processed by Synerise will not violate third party rights.
 - c) You will entrust for processing the following data concerning You, Your customers, page visitors or contractors:
 - Name and Surname;

- Email address;
- Phone number;
- Address;
- Financial information (invoice details, purchase history).

3. Synerise may entrust this data to third parties for processing (also to the parties that their registered seat is outside of European Economic Area).

4. Synerise:

- a) Confirms that all entrusted data will be processed solely for the purposes of this Agreement. For the avoidance of doubt, acceptance of this Agreement and Service use shall be treated as the entrusting of data for processing;
- b) Confirms that entrusted data will be treated with due care and safety will be ensured, guaranteed by organizational means (i.e. allowing for processing only persons or entities duly authorized and obliged to keep confidential information, keeping a record of processing activities) as well as technical means that are compliant with article 32 of General Data Protection Regulation ("**GDPR**");
- c) undertakes to assist in the implementation of obligations imposed on You as a data controller with respect to the protection of personal data as well as assist with reaction to objections, inquiries and requests of data subjects. In the event of receiving such an inquiry referring to data to which You are a controller, Synerise undertakes to promptly provide the said inquiry and provide explanations to the extent necessary to fulfill Your obligations;
- d) the data entrusted by You will be immediately deleted or returned at Your request; at the same time, if You request that Synerise cease processing of personal data whose processing is necessary to perform the subject of the Agreement, Synerise may terminate the Agreement with immediate effect and the use of the above right by Synerise will result in any liability towards You - the principle specified above shall not apply if pursuant to article 6 section 1 of GDPR, Synerise - despite Your request to delete or return data - is still obliged or entitled to process it on different basis provided for by law;
- e) is obliged to implement all legal obligations which are binding on both data controller and data processing entity within the meaning of art. 28 and next of GDPR, in particular by enabling You to confirm the Synerise implementation of the aforementioned obligations under the terms specified in article 28 section 3 h) of GDPR.

5. The parties agree that this Agreement constitute a different legal act referred to in article 28 section 3 of the GDPR and, together with the provisions of Synerise

privacy policy, constitute an autonomous basis for entrusting personal data to Synerise.

§ 12. Final Provisions

1. This Agreement is available on the Website at <https://synerise.com/legal/terms-of-service>, in the form that enables You to upload into a computer or other media, alternatively, to print it out.
2. Synerise reserves the right to amend the Terms of Service including but not limited to the following:
 - a) cases justified by a change in legal provisions in force;
 - b) cases where an administrative decision or a court order that binds Synerise is issued and in the scope of execution thereof;
 - c) adding or removing a functionality of the Application;
 - d) changes in the market situation.
6. To matters not regulated in this Agreement the provisions of the Polish law apply, and any and all disputes that may arise out of a widely interpreted provision of Services shall be resolved by the court proper for the jurisdiction of Synerise registered office.
7. Provisions of the Terms of Service shall not prejudice provisions of other agreements entered into by Synerise with other Customers.
8. The Terms of Service become effective on 04th July 2019.