

TERMS AND CONDITIONS - TERMS OF USE OF THE MATCHUP APP

§ 1.

GENERAL PROVISIONS

1. These regulations ("Regulations") for the provision of electronic services have been drawn up in order to define the rules, scope and conditions of using the MatchUp mobile application and the website www.matchup.pl ("Application"). It was prepared on the basis of art. 8 paragraph 1 point 1 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2020, item 344, as amended) (the "Act").
2. These Regulations define, inter alia, how to download, install, run and use Applications and services provided by the Service Provider to Users, including in particular, the requirements for the operating system of the mobile device.
3. The owner and operator of the Application, as well as the service provider provided through its services is MatchUp Sp. z o.o. with headquarters in Warsaw, ul. Cybernetyki 19B, 02-677 Warsaw, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Department Commercial Register of the National Court Register under the KRS number: 0000818275, having NIP number: 5213886728 and REGON number: 385265906.
4. Downloading the Application and using the services offered through it is free of charge, excluding the Corporate User.
5. The "MatchUp" Application offers functionalities on four levels, i.e. generation QR codes enabling automatic download of silhouette dimensions within the mobile application as a tool used to measure Employees / Associates Corporate User, for the purposes of the cooperation of these persons with the User Corporate and Token generation and integration of the User's website Corporate by placing a hyperlink to the Application.
6. The services provided through the Application include, in particular, creating accounts (for self), creating profiles of relatives, generating QR codes, scanning QR codes, creating "Virtual closet", sharing your account with other users; creation corporate accounts with profiles of employees / associates;
7. All materials provided in the Application, in particular texts, photos, materials film and sound, are the exclusive property of the Service Provider or entities with whom

The service provider has concluded an appropriate agreement. Copyrights to information and materials

on the Application or trademarks belong to or owned by the Service Provider

applicable law allowing you to use such material, information or marks.

8. The Service Provider does not take any responsibility for the lack of or improper provision of services

by a Corporate User. Any complaints to the extent not related to

the activities of the Application should be directed to entities other than the Service Provider, which provide specific services / goods.

§ 2.

TERMS USED IN THE REGULATIONS

Application - the Service Provider's (1) mobile application called "MatchUp" is available for Android and iOS operating systems, prepared and made available by the Service Provider, enabling Users to use IT mechanisms and information

developed by the Service Provider via the Application, (2) a web application available on the website the website www.matchup.pl called "MatchUp", which is an information tool

made available by the Service Provider for the Corporate User to use the system

dimensioning. The web application enables the integration of the User's website

Corporate with the Service Provider's sizing system, i.e. by placing on the website

website of the Corporate User of a hyperlink, i.e. creating a link on the website

Corporate User of the button that will direct an Individual User (client

Corporate User) to the Service Provider's sizing system for automatic purposes

comparing its dimensions with the dimensions of the assortment available in the online store

integrated with the MatchUp application, (3) The application as a tool in the form of a website

www.matchup.pl used to measure the User's Employees / Associates

Corporate, for the purposes of the cooperation of these persons with the Corporate User and

generating a Token, (4) an application as an IT tool that enables the User

Corporate dimensioning of the garments in the range of the Corporate User, the goal

give this assortment (each of them) an individual and unique QR code. QR code

it can then be read by an Individual User (the User's customer

Corporate), through the Application.

Privacy Policy - a document made available in the Application setting out the principles of privacy and protection

Users' Personal Data and other matters, prior acceptance of which is a condition the possibility of using the Application by the User.

Regulations - this document constituting the regulations for the provision of electronic services, rules the operation of the Application and the rights and obligations of the entities mentioned therein.

User - means a natural person, legal person or an organizational unit without legal personality, i.e. Individual User, Corporate User or

An employee / associate of a Corporate User who, through the Application installed on use the functionalities offered by the Application on their mobile device.

Service Provider - MatchUp Sp. z o.o. with headquarters in Warsaw, ul. Cybernetyki 19B, 02-677 Warsaw,

registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register with the KRS number: 0000818275, having NIP number: 5213886728 and REGON number: 385265906.

Corporate User - means an entrepreneur with whom the Service Provider has a Cooperation Agreement,

on the basis of which Corporate Users can enable their employees, associates, contractors, clients of a Corporate User, or whom it connects with

A Corporate User other legal relationship of a similar nature that uses the services provided by the Service Provider as part of the Application.

Employee / Associate of a Corporate User - employee, associate and / or

the contractor of a Corporate User, on the basis of an employment contract, contract of mandate or any other civil law contract.

Individual User - an adult natural person with full capacity to act

legal persons, a legal person or an organizational unit without legal personality, a

having legal capacity to perform acts in law at the Corporate User

comparing the dimensions of the figure with the dimensions of the Corporate User assortment via the Application.

Account - personalized administration panel of the User available after effective registering and logging in to the Application, in which information about

The User, and other information provided by the Service Provider, within which they are processed

are Users' Personal Data in the scope and principles indicated in the Privacy Policy. Account on for the Corporate User ("Business Account") also has functionalities consisting in possibilities, incl. generating QR Codes as well as making measurements

Employees / Associates of a Corporate User. Users via

Accounts may use the services provided in the Application, including in particular the scanning of QR Codes,

setting up private profiles, indicating the dimensions of the figure, including creating profiles of relatives,

the ability to measure the assortment available in the Corporate User's online store

in accordance with the dimensions given in the Individual User profiles.

Services - services provided by the Service Provider in the form of access to the Application, including services

provided electronically to Users, in accordance with the Act on the provision of services by road electronic (Journal of Laws of 2020, item 344, as amended) and services included in the Account, including those

described in more detail in §4 and §4a of the Regulations. The service provided by the Service Provider includes on

granting access to the Application and by performing activities consisting in sending and receiving data via ICT systems on individual request

Users without the simultaneous physical presence of the pages.

Cooperation Agreement - an agreement for the use of the "MatchUp" Application concluded between the User

Corporate and the Service Provider.

GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 2016 on protection of natural persons with regard to the processing of Personal Data and on the free the flow of such data and repealing Directive 95/46 / EC (General Protection Regulation data) (Journal of Laws UE No. 119, p. 1).

Personal Data - information about an identified or identifiable natural person, o referred to in the GDPR and other generally applicable provisions of law, including the Act of May 10, 2018 on the protection of personal data (i.e. Journal of Laws of 2019, item 1781). Rules for

processing of Personal Data can be found (described) in the Privacy Policy.

Token - a generated individual number (code) assigned to a Corporate User for through the Application, which the Corporate User will make available to his / her own

Employees / Associates of a Corporate User for the purposes of these persons

body measurements in selected places as part of the Application, for the needs of the cooperation of these people with

A Corporate User. The token will be used to pair the User's account

Corporate in the Application with the accounts of Users' Employees / Associates

Corporate in the Application, for the purposes of measurement / measurements by these people for the needs

Corporate User.

QR code - two-dimensional code, the notation of which consists of square dark and light modules,

read via the Application. The QR code enables the Individual Client to obtain

more information about the product and the measurement of this product, which is available in the assortment Corporate User.

§ 3.

REGISTRATION AND TECHNICAL REQUIREMENTS

1. Registration in the Application takes place by completing the registration form.

The User is obliged to provide the necessary Personal Data in order to set up Accounts / Business Accounts in the Application.

2. It is possible to use the Application (registration, etc.), including the creation of an Account in the Application

only for Employees / Associates of a Corporate User who (1)

A Corporate User has concluded z

The Service Provider of the Cooperation Agreement; (2) The Corporate User has previously set up, in the manner

correct, the Business Account in the Application and it has been correctly registered and activated by the Service Provider.

3. The Business Account referred to in sec. 2 above is assumed by the User

Corporate in order to generate for the User's Employees / Associates

Corporate Token via the Application.

4. Users in order to set up an Account / Business Account in the Application are required to provide the following Personal Data:

1) Being a Corporate User:

a) Company name;

- b) Registered office address;
- c) NIP (tax identification number);
- d) Mail;
- e) Password.

2) Being an Individual User:

- a) E-mail;
- b) Password;
- c) Name (optional).
- d) Date of birth (optional);

3) Being an Employee / Associate of a Corporate User:

- a) E-mail,
- b) Password.

5. Users after correctly entering the Personal Data referred to above and in the Privacy Policy, will receive an e-mail to the e-mail address provided during Account registration, containing confirmation of correctly completed registration.

6. Each User is obliged to ensure the completeness and reliability of the data stored and stored in the Application.

7. The e-mail address provided by the User at the time of Account registration will be the login The user authorizing him to log in to the Application again and for via the e-mail address provided, the User will be able to recover the lost ones password or delete the created Account in the Application.

8. The Application may be downloaded from the App Store or Google Play.

9. Active is required to download, install, use and run the Application

Internet connection. Any internet connection costs, especially broadcasts data, are covered by the User on his own, in accordance with the contracts concluded by User and with telecommunications operators or other Internet provider.

10. The Application Operator is not responsible for non-performance or improper performance services by telecommunications operators or other Internet providers with whom The user has concluded contracts.

11. The mobile device on which the User starts the downloaded and installed Application mobile, must meet the following technical requirements:

1) Android 4.1 and above operating system,

2) IOS 12 and above operating system.

12. Technical requirements necessary to use the Application available on the website

www.matchup.pl:

1) A personal computer connected to the Internet and access to the Internet,

2) Internet browser that can be displayed on the computer screen

HTML documents,

3) The browser used should accept cookies.

13. Acceptance of the Regulations and the Privacy Policy is voluntary but necessary for the purpose creating an Account. Registration in the Application is tantamount to accepting the content of the Regulations

by the User and the conclusion of an agreement for the provision of electronic services between

The Service Provider and the User, in accordance with the principles set out in these Regulations.

14. The use of the Application is free of charge for Users other than the Corporate User.

The settlement of the Service Provider with the Corporate User is based on the Agreement

Team work.

15. In the event of failure to meet the above-mentioned minimum technical requirements to use the Services

may prove impossible or the Application / ICT tools provided by

The service provider may malfunction within its structure.

§ 4.

RULES OF USING THE APPLICATION BY THE USER

1. The User is obliged to use the Application in accordance with the generally applicable law, rules of social coexistence, Regulations and all conditions use and privacy policies.

2. The User's use of the Application in a manner other than within the scope of fair use is inadmissible without the express consent of the Application Service Provider.

3. The User is obliged to notify the Application Service Provider of each breach his rights in connection with the use of the Application.

4. The User uses the Application voluntarily, at his own risk.

5. The User has the right to terminate the use of the Application at any time, in particular in

the situation when the User does not accept the changes to the Regulations, the Privacy Policy and modification of the Application.

§4a

App

Individual Users, after setting up an Account via the Application, have the option of:

- 1) Assumptions of your profile, which will include, among others: body dimensions, favourites colours,
- 2) creating a "virtual wardrobe",
- 3) sharing your profile with other users,
- 4) making products in the "virtual rack" available to others users,
- 5) creating profiles of close people, which will include, among others: body silhouette dimensions
- 6) The ability to scan QR Codes online which gives you the opportunity to get more information about the product and the measurement of this product, which is available in the assortment

Corporate User.

- 7) Ability to scan QR Codes offline to measure the product that is available in the assortment of a Corporate User.

2. Corporate Users, after setting up a Business Account via the Application, have possibility:

- 1) placing a hyperlink on the website of the Corporate User, i.e. creating a button on the website of the Corporate User that he will direct Individual User (client of a Corporate User) to the system dimensioning of the Service Provider, in order to automatically compare its dimensions with dimensions of the assortment, which is available in the online store integrated with MatchUp application,
- 2) making the Token available to their Employees / Associates for the purpose of these people measure the body in selected places within the Application, for the needs of cooperation of these people with the Corporate User,
- 3) dimensioning of the clothing offered by the Corporate User, the goal give this assortment (each of them) an individual and unique code

QR.

3. Employees / Associates of a Corporate User after creating a Corporate Account via the Application, they can:

1) After receiving the Token from the Corporate User with whom he is associated with any legal relationship, will be able to enter: his name and surname, individual number Employee / co-worker ID, dimensions of his figure, which he is asking for employer / co-worker.

§ 5.

Removal of a User Profile

1. Each registered User may delete their Account / Account at any time Corporate.

2. The Service Provider may delete the User's Account / Business Account at any time.

3. Deleting a Corporate Account of a Corporate User results in automatic deletion Accounts of Employees / Associates of a Corporate User in a manner automatic, for which these Users consent.

4. Removal of the User's Account / Business Account is also possible by selecting the appropriate button in the "Account Settings" tab by the User. The system will ask for confirmation of the intention to delete the Account. Clicking "Delete Account" will delete it User Accounts / Business Accounts.

5. The User may delete his / her Account / Business Account upon a request sent by post by e-mail to the following address: kontakt@matchup.pl or upon a written request sent to the following address: ul. Cybernetyki 19B, 02-677 Warsaw. The Service Provider undertakes to delete the Account

The User immediately upon receipt of the request for Account / Business Account Deletion

The User will delete all data collected on the related Website

with the Account / Business Account, subject to the provisions of the Privacy Policy regarding storing and deleting personal data.

6. The User may not activate the deleted Account / Business Account again - necessary is to re-register and meet all the original conditions with that related.

7. The deletion of the Business Account takes place automatically in the event of termination

the Agreement shall be terminated by termination or in any other legally permissible manner
Team work.

§ 6.

RIGHTS AND OBLIGATIONS OF THE APPLICATION PROVIDER

1. The Application Service Provider undertakes to supervise the technical condition of the Application and its correctness

functioning.

2. The Application Service Provider does not guarantee uninterrupted access to the Application and does not provide it

constant availability of all the functions of the Application and their flawless operation.

3. The Application Service Provider is not responsible for any damages and lost profits incurred by the User in connection with the functioning of the Application, and in particular with disrupting the availability of all the functions of the Application or their incorrect operation, violation of the rights of third parties by the User, the functioning of interfaces and links telecommunications that are not owned or operated by the Application Service Provider operated, services, applications and websites that are not owned Application service providers or are not supported by them.

4. The Application Service Provider has the right to block the User's account, if he so reasonable suspicion that the User is using the Application contrary to the rules specified in the Regulations.

5. The Application Service Provider has the right to temporarily suspend the operation of the Application for the purpose of carrying it out technical consequences of the Application, changes in the operation of the Application or prevention possible damage.

§ 7.

PRIVACY POLICY

1. The rules for the processing of personal data for the purposes of implementing the provisions of this

Of the Regulations are described in the Privacy Policy. The Privacy Policy includes, among others :

a) rules for the processing of personal data,

- b) the roles of entities when processing personal data,
- c) information on personal data administrators and information required by GDPR.

§8.

RESPONSIBILITY

1. The Service Provider is not responsible for:

- a) Products or services that the End User provides or supplies = for which these entities are solely responsible;
- b) Damage caused by improper use of the Application by the User;
- c) Providing false, outdated or incomplete data by the User or information at registration or at a later stage;
- d) Problems with the functioning of the Application, if they occurred as a result of events that The Service Provider, while exercising due diligence, was not able to predict or which he could not prevent and force majeure events;
- e) Damage resulting from interruptions in the provision of Services in the event of their occurrence reasons beyond the Service Provider's control (not attributable to the Service Provider);
- f) Loss of data due to failure of the User's hardware or the system used by the User or other circumstances that did not arise as a result culpable act or omission of the Service Provider or entities for which it is responsible he responsibility.

2. The Service Provider is not responsible for the Users' actions under the Application, in a manner not intended for this, neither for the performance or non-performance of contracts by them included as part of the Application or information about which they have included in the Application, such as

also is not responsible for the consequences of actions taken by Users and third parties, and constituting a breach of the provisions of the Regulations.

3. The Service Provider is not responsible for providing false information by the User, incorrect, incomplete information, in particular in the case of providing data third parties without their consent or knowledge.

4. The service provider is not responsible for the lack of access to the Application for reasons

independent of him. For security reasons and for any other reasons

independent of the Service Provider, the Service Provider has the right to temporarily suspend access to the Application

for the period necessary to remove any threats or irregularities. The service provider does not is responsible for the temporary suspension of access to the Application for which mentioned above.

5. Subject to the limitations resulting from mandatory provisions of law,

The Service Provider is not responsible for any damage caused in connection with the Application or its use

or inability to use by either party or in connection with improper use operation, errors, deficiencies, disruptions, defects, delays in operation or transmission, computer virus, line or system failure.

6. For all the consequences of giving incorrect, untrue, incomplete or misleading data is the responsibility of the User using the Application.

§9.

USERS 'RIGHTS AND OBLIGATIONS

1. The Application User is obliged to:

a) Use the Services offered by the Service Provider in a manner consistent with the law generally applicable law, as well as with the provisions of this

Of the Regulations and documents constituting its integral part and others applicable regulations,

b) Not providing and not forwarding content prohibited by generally applicable law,

c) Not to provide and not to transmit content contrary to decency i principles of social coexistence within the meaning of the Civil Code.

2. In the event that the Service requires the User to provide specific data,

The user undertakes to provide true, accurate, complete and not data misleading. For any consequences resulting from improper completion of the forms

Application by the User, in particular consisting in providing by the User

incorrect or false data, the User bears full responsibility.

3. It is prohibited for the User to provide illegal or offensive content,

content that is false or misleading, content that contains viruses or content that may disrupt or damage computer systems. In case receipt by the Service Provider of reliable information of an unlawful nature stored data provided by the User, the Service Provider may prevent access to this data.

4. The Service Provider shall not be liable to the User for any damage resulting from preventing access to illegal data. In case of obtain reliable information about the unlawful nature of the data Service Provider will notify the User of the intention to prevent access to the data. In case of the User provides the content and data referred to above, the Service Provider has the right to make a claim for damages directly to the User, on the rules set out in the Civil Code.

5. The User has the right independently, using the forms available in the Application and only in to the extent allowed by the Application, post information and other data in the Application regarding his Account / Business Account, which should comply with the generally applicable regulations applicable law, these Terms and decency and cannot infringe the peacock of third parties.

6. It is forbidden to use the Application for purposes that violate the generally applicable law.

7. It is forbidden to copy the materials included in the Application, as well as them distribution in any form without the express consent of the Service Provider, except for materials posted in the Application by the User.

§10.

SPECIAL RISKS RELATED TO THE USE OF ROAD SERVICES

ELECTRONIC

1. Based on Art. 6 point 1 of the Act on the provision of electronic services, the Service Provider informs Users about the special risks related to the use by Users from services provided electronically.

2. This information concerns hazards that may only occur potentially, but which

should be taken into account despite the use of measures by the Service Provider securing the Service Provider's infrastructure against unauthorized actions of persons third.

3. Particular threats related to the use of electronic services are the possibility unauthorized persons obtaining access to data transmitted over the network or stored on computers connected to the network and interfering with this data as it can cause, in particular, their loss, unauthorized modification or prevention using the services offered with the use of the Application.

4. The basic threats related to the use of the Internet include:

a) Malicious software (malware) - various types of applications or scripts having harmful, criminal or malicious activity in relation to the system network user, such as viruses, worms, Trojans (horses

Trojan), keyloggers, dialers;

b) spyware - programs that track user activities,

which collect information about the user and send it - usually without his knowledge and consent - the author of the program;

c) spam - unwanted and unsolicited electronic messages sent simultaneously to many recipients, often containing advertising content;

d) phishing confidential personal information (e.g. passwords) by impersonating a trustworthy person or institution (phishing);

e) breaking into the user's ICT system with the use of, inter alia, such hacker tools like exploit and rootkit.

5. The user, in order to avoid the above threats, should equip his computer and others electronic devices that a program uses by connecting to the Internet antivirus. Such a program should be constantly updated.

6. Protection against threats related to the use of the Services by Users provided electronically are also ensured by:

a) enabled firewall;

b) updating all software;

c) not opening e-mail attachments of unknown origin;

d) reading application installation windows, as well as their licenses;

- e) disabling macros in MS Office files of unknown origin;
- f) regular full system scans with anti-virus and anti-malware software;
- g) encryption of data transmission;
- h) installation of preventive programs (intrusion detection and prevention);
- i) using an original system and applications from a legal source.

§11.

INTELLECTUAL PROPERTY RIGHTS

1. The Service Provider informs that the Application contains copyrighted elements, signs commodity and other intangible goods subject to the protection of property rights intellectual property, including under the intellectual property law. Accepted in the Application the selection and arrangement of the content presented therein is an independent subject of copyright protection.
2. Copyrights to information and materials contained in the Application or trademarks belong to the Service Provider or it has the appropriate right to use such material, information or marks.
3. The User undertakes to use any content presented in the Application for personal use only. For the avoidance of doubt it is stipulated that the use and regulation of this content goes beyond the limits permitted personal use requires the prior written consent of the Service Provider or another the authorized entity, under pain of nullity.

§12.

NON-EXCLUSIVE LICENSE

1. On the day of signing the Cooperation Agreement, the Service Provider will grant the User A corporate non-exclusive, non-transferable license with no right to grant any further license (sublicense) to use the Application. The established license is granted for the duration Cooperation Agreement and is granted on the territory of the Republic of Poland.
2. The license referred to in sec. 1 above is granted for the use of the Application only for the Corporate User in accordance with its intended use, in the fields of use indicated in sec. 4 below.

3. The license referred to in sec. 1 above, shall expire on the date of termination of the Cooperation Agreement with
for any reason.

4. The Service Provider grants the Corporate User a license to the Application for the following fields of use:

a) To the extent that the Application is a piece / pieces constituting the program computer - permanent or temporary multiplication and use of the program computer in the form of an Application in whole or in part - provided that this is done for non-profit or gainful purposes, however (purposes gainful) only with the sale of the Corporate User assortment provided with QR codes given by the Application for the purpose for which it was concluded Cooperation Agreement and for personal use, by the Corporate User himself;

b) To the extent that the Application is a piece / pieces constituting the program computer - permanent or temporary multiplication and use of the program computer in the form of an Application in whole or in part - provided that this is done for non-profit or gainful purposes, however (purposes gainful) only with measuring Employees / Associates Corporate User, who will provide the Token assigned to Corporate User and assigned by the Application for the purpose for which it was concluded Cooperation Agreement and for personal use, by the Corporate User himself;

c) To the extent that the Application which is a song / songs constitute other than the program computer work / public works, performance and display - provided, that this is done for non-profit or gainful purposes, however (purposes gainful) only with the sale of the Corporate User Assortment provided with QR codes given by the Application for the purpose for which it was concluded Cooperation Agreement and for personal use, by the Corporate User himself;

d) To the extent that the Application which is a song / songs constitute other than the program computer work / public works, performance and display - provided, that this is done for non-profit or gainful purposes, however (purposes gainful) only with measuring Employees / Associates Corporate User, who will provide the Token assigned to

Corporate User and assigned by the Application for the purpose for which it was concluded Cooperation Agreement and for personal use, by the Corporate User himself.

5. The Service Provider declares that he is entitled to proprietary copyrights to the Application and in to the extent that they are necessary to grant the Corporate User a license to using the Application for the purpose indicated in the Cooperation Agreement.

§13.

END AND TERMINATION OF THE CONTRACT FOR THE PROVISION OF SERVICES

1. The services are provided for an indefinite period of time, which takes effect immediately and can be terminated by a User other than a Corporate User with effect immediate. The terms of termination for a Corporate User can be found in Cooperation Agreement.

2. The Agreement (including the Regulations) is immediately terminated in relation to the User Corporate in the situation of:

- a) provided for in the Cooperation Agreement;
- b) Termination by him of the contract for the provision of Services in cases where referred to in §16 of the Regulations.

3. The Agreement (including the Regulations) is immediately terminated in relation to the User other than a Corporate User in the event of:

- a) Termination of the Cooperation Agreement between the Service Provider and the User Corporate Employee / Associate of a Corporate User;
- b) Delete the Account;
- c) Termination of the contract for the provision of Services in the cases referred to in §16 Of the Regulations.

4. The Service Provider reserves the right to terminate the contract for the provision of services with User in the case of:

- a) User breaches of applicable law, Regulations, good laws the customs or rights of third parties;
- b) Removal of the User Account;
- c) The User posting in the Application of non-compliant content legal provisions or violating good manners;

d) using the Application contrary to its intended purpose by the User;

e) using the Application to the detriment of third parties;

f) Providing false data by the User.

5. If the contract for the provision of Services has been terminated, the User may not do so re-registration without the prior consent (confirmation) of the Service Provider.

§13.

COMPLAINTS

1. Any complaints related to the use of the Application and the benefit for it through the services, as well as questions regarding the use of the Application, should be directed to Service Providers to the e-mail address: kontakt@matchup.pl

2. The complaint should contain the following information: name, surname, telephone number or Application User's e-mail address, in addition, the name of the mobile device, system version operating system installed on the mobile device, as well as a detailed description and indication of the cause of the complaint.

3. Within 30 days from the date of receipt of the complaint, the Service Provider shall consider the complaint and

will inform the User by e-mail about the manner of its consideration. In

situations where the data or information provided in the complaint need to be supplemented, the Service Provider

before considering the complaint, ask the User to supplement it. Award time

additional explanations by the User extends the period of considering the complaint.

4. Failure to respond to the complaint within the time limit referred to in sec. 3 above means pursuant to the wording of Art. 7a of the Consumer Rights Act, that the User's complaint being a consumer has been found to be justified - in the remaining scope as to the complaint. If the non-consumer user fails to respond, this will not be the case.

§14.

CONSUMER RIGHTS

1. The user who is a consumer declares, in connection with the conclusion of the contract for the provision of Services, which is a distance contract, that you are aware that they will be the provisions of the Act of 30 May 2014 on consumer rights applied to him

(Journal of Laws of 2020, item 287, as amended). the contract for the provision of Services is an agreement concluded under

an organized system of concluding distance contracts, without the simultaneous physical one

the presence of the parties, with the sole use of one or more means

remote communication up to the conclusion of the contract for the provision of Services, inclusive.

2. The Service Provider, as an entrepreneur, presents the User as a consumer with the following information:

a) The Service Provider is MatchUp Sp. z o.o. with headquarters in Warsaw, ul. Cybernetyki 19B, 02-677 Warsaw, entered in the Register of Entrepreneurs kept by the Court District Court for the Capital City of Warsaw, XIII Commercial Division of the National Register Court with KRS number: 0000818275, NIP number: 5213886728 and REGON number: 385265906;

b) The User who is a consumer has the right to withdraw from a contract for the provision of Services and these Regulations and attachments without it giving the reason by submitting an appropriate statement in writing within the time limit 14 days from the conclusion of the contract for the provision of Services or from the date of confirmation

the information indicated in this paragraph on a durable medium in the form of paper - at the end of the later of these two terms.

Such a user will not incur any costs related to the submitted one

a declaration of withdrawal from the contract for the provision of Services, and a contract for the provision of

Services will be deemed not to be included - the User who is a consumer will be released from any obligations,

c) The user who is a consumer will not incur any additional costs resulting from the use of means of distance communication and does not exist the possibility for them to occur,

d) Complaints regarding the contract for the provision of Services may be submitted as described in § 13 "Complaints" of these Regulations,

e) The Service Provider provides for the possibility of out-of-court settlement of disputes that result from this contract for the provision of Services - the entity in an out-of-court manner

The dispute settler has been indicated in § 15 "Dispute Resolution" under

of these Regulations,

f) The governing law that will apply in the relationship between the Service Provider, a

A user who is a consumer in the conclusion and performance of the contract

the provision of Services and other mutual relations will be Polish law,

g) The Service Provider declares that the User who is a consumer has the right to

withdraw from the concluded contract for the provision of electronic services on time

14 days - a template of the relevant declaration is attached as Appendix 1 to this

Of the Regulations. The consumer agrees to provide him with the Services immediately after the conclusion

contracts for the provision of Services - in this case, the consumer may not be entitled to

the right to submit a declaration of withdrawal from the contract for the provision of Services,

pursuant to the wording of Art. 38 of the Act on consumer rights.

§15.

DISPUTE SETTLEMENT

1. If the Service Provider does not accept the complaint of the User who is a consumer, a the consumer does not agree with the Service Provider's decision, he may request mediation or settlement to an arbitration court, i.e. use alternative methods of settlement disputes.

2. Settlement of any disputes arising between the Service Provider and the User, who is a consumer is subject to the competent courts in accordance with the provisions the relevant provisions of the Act of November 17, 1964, the Code of Civil Procedure (Journal of Laws of 2020, item 1575, as amended).

3. Settlement of any disputes arising between the Service Provider and the User, who is not a consumer, is submitted to the court having jurisdiction over the seat Service providers.

§ 16.

FINAL PROVISIONS

1. These Regulations shall enter into force on May 2, 2022.

2. The Service Provider reserves the right to amend the Regulations / Privacy Policy at any time

time, for reasons including in particular:

- a) Extending or modifying the functionality of the Application;
- b) Introducing new services or changing the scope of the Services, in particular introduce payment for some or all of the Services;
- c) Changes to the technical requirements necessary for the operation of the Application, in particular regarding devices and the User's ICT system;
- d) The necessity to adapt the Regulations to the applicable law, in particular in the scope of the Services provided, including the need to remove - if they arise - provisions inconsistent with the provisions of mandatory law;
- e) The necessity to adapt the provided Services or the content of the Regulations to the judgments court and administrative decisions;
- f) Adjustment of the Regulations to the best practices for the provision of services and protection Users;
- g) Termination of the Application's operation;
- h) Changes to the Service Provider's data disclosed in these Regulations, in particular contact details.

3. The Service Provider informs about the change in the Regulations / Privacy Policy by:

- a) Sending registered Users information about changes to the Regulations / Policy Privacy with attachments and a uniform text of the Regulations along with attachments by e-mail to the postal address provided during the registration process, and
- b) A message visible to the User after logging in, in which it is displayed information about the amendment to the Regulations with attachments and a link to the content of the new or the content of the changes made;
- c) Placing information about changes to the Regulations or attachments to them in the Application.

4. The changes shall come into force after 30 days from the date on which the amended text is made available

Of the Regulations / attachments at least in the manner indicated in sec. 3 lit. b) and c) above.

the User's use of the Application, after introducing these changes and after the expiry of the above-mentioned

period is tantamount to accepting them.

5. Users can terminate them immediately, by termination and within the time limit specified referred to in paragraph 4 above, a contract for the provision of Services (and therefore also the Regulations) through submitting an appropriate notice, which will also result in the automatic liquidation of the Account - in the event that the declaration is made by a Corporate User, automatic liquidation The Account also applies to the Accounts of all Employees / Associates of the User Corporate.
6. The Service Provider may transfer to another entity the rights resulting from this Of the Regulations and the Privacy Policy, however, it will not affect the rights User.
7. Each provision of these Regulations functions separately. In case of declaration by the court of invalidity of any provision of the Regulations, others the provisions remain in force.
8. Failure by the Service Provider to enforce the User's obligations arising from Of the Regulations or a delay in such enforcement, not signifying a waiver of claims the Service Provider's rights against the User. Each time waiver of rights due to the Service Provider requires a written form, otherwise null and void.
9. Any disputes arising from these Regulations or the Privacy Policy will be settled amicably. In a situation where reaching an agreement between It will not be the Service Provider and the User by way of amicable settlement of the dispute possibly, the case will be settled by a common court competent for the seat of the Service Provider.
10. In matters not covered by these Regulations, the provisions shall apply generally applicable Polish law, in particular the provisions of the Act of 23 April 1964, Civil Code, Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection) and the Act of July 18, 2002 on the provision of electronic services.

Place, date

Recipient: MatchUp sp.z o.o. based in Warsaw

ul. Cybernetyki 19B

02-677 Warsaw

KRS: 0000818275

e-mail: kontakt@matchup.pl

Withdrawal from the contract

I / We * hereby inform / inform * about my / our * withdrawal from the contract for the benefit
the following services:

The date of conclusion of the contract:

Name and surname of the consumer (s):

Address of the consumer (s):

Consumer's signature

(only if sent in paper version)

* delete as appropriate