

Terms & Conditions

Terms & Conditions in the above version shall apply from 15 October 2020.

1. GENERAL PROVISIONS

1.1 The following Terms and Conditions define the principles of providing the Certifier service by electronic means (hereinafter referred to as the "Service") to natural persons, legal entities or other organisational units with legal capacity (hereinafter referred to as "Clients") by the Service Provider - **Certifier spółka z ograniczoną odpowiedzialnością** with its registered office in Kraków, ul. Grodzka 42/1 31-044, Kraków, entered into the National Court Register under KRS number 0000863560, NIP 6762586390 and REGON 38724280300000 .

1.2 The condition necessary before the Client can use the Service is to read the following Regulations and accept them in their entirety. Upon acceptance of the Terms and Conditions, an agreement is concluded between the Service Provider and the Client for provision of the Certifier service electronically.

1.3 The Certifier Service is provided in four packages, indicated in the price list at <https://www.certifier.me/>, however, the Certifier Service in the Custom package is provided in accordance with individual arrangements between the Service Provider and the Client within the framework of a written Agreement, and these Terms and Conditions shall not apply to it.

2. SERVICE

The Service Provider undertakes to provide the Client, by electronic means, with a set of services indicated below, jointly referred to in these Regulations as "Service" or "Certifier Service".

The Certifier service in the Free package is a free service, and in other packages it is payable.

The service consists, in particular, in providing the Client with software enabling the creation, edition and export of electronic certificates.

The scope of the aforementioned individual services depends on the Certifier Service package selected by the Customer, as described at <https://www.certifier.me/>.

The customer is aware that some functionalities may not be available or limited in the package of his choice.

The Client is free to change and select packages of the Service, however, the transition from a paid to a free package does not give rise to an obligation on the part of the Service Provider to refund all or part of the fee.

Provider declares that it provides the Service using the Certifier application, which is located depending on the types of data in the AWS (Amazon) cloud. Both the application and any data stored in it are protected by the 256-bit SSL A+ grade protocol.

3. TECHNICAL REQUIREMENTS

The Service Provider makes every effort to enable the Client to use the Service by means of any Internet browser, on any type of device, using any operating system. At the same time, at the moment of conclusion of these Terms of Use, the Service is guaranteed to work correctly in Google Chrome, Firefox, Opera, Safari, Internet Explorer.

At the same time, the Service Provider informs that a minimum is necessary for the correct operation of the Service:

- at least one active e-mail account;

It is also necessary to enable cookies and JavaScript in the browser.

4. USE OF THE SERVICE

Upon acceptance of these Terms and Conditions and payment of the fee (in the case of paid packages of the Service), the Service Provider shall start to provide the Service to the Client, and thus create a personalized Account for the Client in the system, to which it shall provide the Client with a login and a temporary password.

From the moment the Account is activated, the Client may use the Service, but at the same time he or she agrees to do so:

use the Service in accordance with good manners, principles of social coexistence, principles resulting from the provisions of the Privacy Policy and the Rules;

update all data necessary for the proper performance of the Service, at the time of their change, no later than 3 working days after the changes have occurred;

comply with the legal provisions, in particular those concerning the provision of electronic services and the protection of personal data;

to keep the individual data enabling the Customer to log into his or her Account confidential.

Furthermore, the Customer agrees:

- to receive VAT invoices issued by the Service Provider by electronic means to the e-mail address provided during registration;
- to receive messages from the Service Provider to the e-mail address and telephone number provided during registration concerning any difficulties, changes or technical interruptions in using the Service,

- that the Service Provider will present its name, company or logo in marketing materials, especially in case studies.

He also declares that he uses the Service directly for purposes related to his professional or business activity.

5. PAYMENTS

5.1 If paid variants of the Service are selected, the Service is provided only after the payment of the fee by the Client.

5.2 Fees may be paid by bank transfer, credit card or debit card,

as well as other payment orders made through payment institutions or electronic money institutions operating in accordance with the Payment Services Act of 19 August 2011. The service provider undertakes to enable so-called fast payments through <https://certifier.me/>.

5.3 The fee for individual variants of the Service is specified in the Price List at <https://certifier.me/>, which is an integral part of these Terms and Conditions. These are each time net prices for the monthly period of using the Service.

5.4 The Service Provider reserves the right to make changes to the Price List at any time.

5.6 Payments made for the ordered Services are non-refundable, except for the cases specified by law or explicitly indicated in these Regulations.

5.7 The VAT invoice for the use of the Service shall be issued within 7 days of receipt of payment. Before receiving the payment, the Service Provider may issue a pro forma VAT invoice.

6. UNAUTHORISED PRACTICES

Gross violation by the Customer of the provisions of generally applicable law, the provisions of the Regulations or the Privacy Policy, as well as failure to observe the principles of social coexistence and good manners in using the Service is prohibited and may lead to termination of the Regulations by the Service Provider with immediate effect and termination of the Customer's Account. This includes both culpable violations and those resulting from negligence or failure to exercise due diligence.

The Customer, by using the Services, may not violate any rights of third parties, in particular copyrights, industrial property rights or personal rights. This may lead to termination of the Terms and Conditions by the Service Provider with immediate effect and deletion of the Client's Account. This includes both culpable violations and those resulting from negligence or failure to exercise due diligence.

The Service Provider does not control or monitor the Client's actions while using the Service.

However, if there is a suspicion or information that the Client is engaged in illegal practices (within the meaning of this point), Service Provider reserves the right to block all or part of the Service at its sole discretion.

If the violations were significant or repeated, Service Provider may terminate the Agreement with immediate effect and delete Client's Accounts.

7. CONTENTS

The responsibility for any information, data, audio files and other materials, any databases or information collected in information systems that are created, stored or transmitted using the Service (Content) lies with the Client. This responsibility also applies to Content which constitutes links to websites and resources or other services used by the Client.

Service Provider does not claim any rights to the Content and assumes that the rights to the Content are vested exclusively in the Client.

At the moment when the Client sends or makes available in any other way the Content belonging to third parties, the Client is obliged, regardless of the obligations arising from the Terms of Service, to fulfil the terms of service, license conditions or regulations specified by these entities.

The Service Provider enables exporting Content from its own servers to Client's data carriers (e.g. hard disk storage). Therefore, Client acknowledges that any responsibility of Service Provider to protect the confidentiality and integrity of Content applies only to Content located on Service Provider's servers and only while it was there.

8. CUSTOMER SERVICE AND COMPLAINTS

The client may contact his personal advisors, including one available 24 hours a day, by e-mail. Outside of the days which are legally recognised as days off work according to Polish law.

A Customer wishing to make a complaint about the Service should provide at least the name of his or her Account and a detailed description of the defect which makes it difficult or impossible to use the Service.

The complaint shall be considered by the Service Provider within 7 working days of its submission. However, in the case of an inaccurate description of the defect, the Service Provider may demand that the complaint be clarified, and then the aforementioned period shall run from the date of full and precise submission of the complaint.

Failure to respond to the Service Provider within the aforementioned period shall be deemed acceptance of the complaint.

Within the framework of an acknowledged complaint, the Service Provider may not return part of the monthly fee for the use of the Service, or reduce the fee in subsequent months, in proportion to the time in which the use of the Service was difficult or impossible.

9. TERMINATION OF THE RULES OF PROCEDURE

The contract for provision of the Certifier Service was concluded for an indefinite period of time.

The Customer may resign from using the Service at any time (contractual right to withdraw from the Terms of Service), however, it does not result in the obligation of the Service Provider to refund the fee paid in any part. For the rest, the Parties should return what they have provided. In particular, the Service Provider is obliged to enable the Client to transfer all created and stored Content and databases.

In order to submit a cancellation of the Service, the Client shall terminate the Account by contacting a personal advisor. In such a situation, the Service Provider shall terminate the Account within 3 working days from the date of reporting the termination.

The Service Provider has the right to terminate the Agreement with immediate effect, at any time, without specifying the reason and without any notice period. In this case, the right to the Service shall expire immediately and the Service Provider shall refund the Client a part of the fee.

Provider reserves the right to terminate the Terms and Conditions with immediate effect, block the Service in part or in whole and refuse to provide the Service to the Client in the future, if the Client grossly violates any of the provisions of the Terms and Conditions.

Termination of the Terms and Conditions shall not be tantamount to releasing the Client from the obligation to pay already due receivables and fees that will be charged for the use of the Service until the expiry of these Terms and Conditions.

10. PRIVACY POLICY AND PERSONAL DATA

Personal data shall be processed by the Service Provider according to the principles set out in the Privacy Policy.

11. INTELLECTUAL PROPERTY

11.1 The Service Provider is the owner of all rights on intangible assets related to the provision of the Certifier Service and appearing on the website <https://certifier.me/> (in particular, copyright works such as: software, graphics, button icons, texts, images, trademarks, video clips)

11.2 The Customer shall not have the right to use in any way, in whole or in part, any rights to intangible works, trademarks and signs belonging to Certifier, except when their use results from the specific nature of the Service.

12. ACCESSIBILITY

12.1 The Service Provider reserves the right to change or modify the Service, in particular to update it and to modify or replace the hardware and software used to provide the Service, provided that this does not adversely affect the Service.

12.2 If the interruptions in access to the Service result from reasons beyond the Service Provider's control, such as hardware failures, the Service Provider shall, as far as possible, inform the Clients and seek to remove the failure as soon as possible. Such an interruption is not the basis for a complaint about the Service.

12.3 The Service Provider reserves the right to interrupt access to the Service. The Service Provider shall make every effort to inform the Client of any technical interruption lasting more than 24 hours with reasonable notice. The necessary technical interruption shall be planned so as to minimize any inconvenience for the Client.

13. RESPONSIBILITY

13.1 The Customer acknowledges that the Service Provider offers the Service "as is". (the so-called as is), without any guarantees, either implicit or explicit.

13.2 The sole responsibility for the use of the Service and the websites lies with the Customer. The Customer is responsible for all content sent and conversations conducted during the use of the Service.

13.3 The Service Provider shall not be liable for damages incurred (especially loss of data by the Client), which are caused by:

- random situations, force majeure;
- interference by third parties (including Clients), primarily in connection with the use of the Account by third parties who have obtained the data to log into the Client's Account at the Client's will or in other situations beyond the Service Provider's control,
- malfunctioning of other systems or external factors (such as telecommunication networks) where the defects are independent of the service provider,
- failure to comply with the provisions of the Regulations adopted by the Client,
- erroneous or inconsistent with the facts of the Client's data presented during registration.

13.4 Force Majeure shall be defined as an external event, extraordinary, unforeseen, being Force Majeure. Examples include, in particular, such circumstances as: war, natural disasters, strikes, breakdown, DDoS attack or other disturbances in the functioning of the telecommunications network and ICT infrastructure, as well as extraordinary governmental and administrative actions, and actions of entities influencing the provision of services by the Service Provider, whose actions are independent of the Parties.

13.5 Provider is not liable for any damage (direct or indirect) resulting from the loss of Client files and personal data stored on Provider's servers.

13.6 The Service Provider is not liable for indirect damages regardless of him (especially such as loss of profit, revenue, interest and other lost profits) with the exclusion of cases of culpable or grossly negligent act or omission.

13.7 The liability of the Service Provider, regardless of the number and basis of claims of the Client or third parties, is limited to the total amount paid by the Client in payment for the Service within one month, which immediately precedes the date of the claim against the Service Provider. By concluding this Agreement, the Client indemnifies the Service Provider against financial liability exceeding the above limit.

14. FINAL PROVISIONS

14.1 The Regulations may be amended at any time. The Service Provider undertakes to notify the Client of any changes to the Terms and Conditions within 3 working days before making such changes.

14.2 The Service Provider shall notify the Client of the changes by posting the relevant information and updating the Terms and Conditions in the Client's Account and at <https://certifier.me/>.

14.3 All cases initiated and not completed before the introduction of changes to the Regulations, the provisions of the Regulations then in force shall apply.

14.4 All statements exchanged between the parties during the use of the Service shall be submitted in electronic form:

- in the case of the Service Provider entered in the registration form, the e-mail address,
- in case of a Customer, to the address of the Customer Service Department provided.

14.5 The Client has the possibility to transfer rights and obligations under these Terms and Conditions, provided that there are no outstanding debts of the Service Provider to the Client, and the person to whom the rights are to be transferred is not placed in liquidation or bankruptcy, and with the consent of the Service Provider. Such consent may also be given by e-mail.

14.6 In matters not specified in the Regulations, the generally applicable provisions of Polish law shall apply. Any disputes arising between the Service Provider and the Client shall be settled by the common court of law with jurisdiction over the seat of the Service Provider.