

Term of Use of GG Platform

Effective as of 20/05/19

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Section I. General.

1. The following provisions constitute the Terms of Use (hereinafter: the “Terms”) referred to in art. 8 of the Act on Provision of Electronic Services of 18 July 2002 (Journal of Laws 2002 no. 144, item 1204, as amended; hereinafter: the “Act”).
2. The Terms specify the rules of providing electronic services by Fintecom Sp. z o.o. with its registered office in Koszalin, at the address: ul. Marszałka Piłsudskiego 45 75-502 Koszalin, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Koszalin, IX Commercial Division, under the number 0000362067 (hereinafter: “Fintecom”) on Internet communication platform available through Fintecom teleinformation system (hereinafter: the “Platform”).
3. Fintecom teleinformation system consists in a set of interacting IT devices and software that allows to process, handle, send and receive the data through telecommunication networks, using a terminal equipment suitable for a given type of network.
4. The provision of electronic services by Fintecom consists in providing you with certain functionalities of the Platform (in some cases together with the software necessary to use them) that have certain characteristics (hereinafter: the “Functionalities”) by sending and receiving data through teleinformation systems, at your request, without the simultaneous

physical presence of the parties, whereby the data is transmitted through public networks (hereinafter: the “Service”).

5. The Service is provided to:
 1. natural persons having full or partial legal capacity who are over 16 years old;
 2. other entities having full or partial legal capacity under other regulations, who accepted the Terms and entered into the agreement on provision of the Service (hereinafter: “You”/”User”).
6. Fintecom, at the address: <https://www.ggapp.com/info/threats/> provides the information referred to in art. 6 of the Act.
7. The Service is provided free of charge. Certain Functionalities of the Service may be paid.
8. The provision of the Service free of charge commences after you start to use the available Functionalities of the Platform.
9. Making paid Functionalities available to you occurs at your request, after accepting the Terms of the paid provision of the Service.

Section II: Types and scope of the Service covered by the Term of Use.

1. Fintecom provides several Functionalities on the Platform.
2. The Functionalities are in particular:
 1. sending text messages,
 2. sending graphical messages,
 3. sending graphical text messages,
 4. sending compressed multimedia messages,
 5. archiving the messages sent;
 6. making available the space in the resources of the Fintecom teleinformation system (hosting) to store the data (files) and to synchronize them between the teleinformation system and users’ devices,
 7. sharing the data (files) entered into the system with other Users,
 8. providing the possibility to use the applications extending the Functionalities, made available by Fintecom and third parties.
3. On the Platform, Fintecom provides information, instructions and explanations regarding the Service or Functionalities, either in a distinguished form (among others graphic fields, pop-ups etc.) or by referring to instruction manuals, when you perform certain actions using the tools or the software made available by Fintecom as part of the Service.
4. Fintecom updates the data referred to in Article 3 if the scope of the Service or Functionalities changes.

5. Fintecom, at the address: <https://www.ggapp.com/info/technical-parameters-of-the-service/> provides the information about the changes of the parameters related to the Functionalities.
6. The Platform also allows access to applications made available by third parties. In such a case the application is not a part of the Platform and using it does not constitute the usage of the Service, of which you will be notified before starting to use a given application, and the data required to use such application teleinformation system is transferred from Fintecom at your request and at your own risk. Finishing the installation of the application made available by a third party on the Platform is equivalent to you requesting Fintecom to transmit certain data, including your personal data (with your consent) from Fintecom teleinformation system. Uninstalling a given application made available by third parties means that you withdraw your consent to transmit the data.

Section III: Terms and conditions of the Service.

1. Provision of the Service requires you to have at your disposal a teleinformation system that meets the following minimal technical requirements:
 1. Internet connection,
 2. terminal equipment,
 3. in some cases using a software allowing to read the files in various formats (among others images, sounds, multimedia, text, videos etc.).
2. Fintecom data entry and retention policy is available here: <https://www.ggapp.com/info/privacy-policy/>, and technical requirements are available at the address: <https://www.ggapp.com/info/technical-conditions/>.
3. If Fintecom makes the available software to use a given Functionality, you have a right to use it within a scope of such Functionality only with Fintecom software or the software of third parties made available by Fintecom and with its consent. If in such a case you use the Service or its Functionalities with the software from entities other than Fintecom or the software of third parties made available without a consent from Fintecom, you are in breach of the Terms. At the address: <https://www.ggapp.com/info/list-of-authorised-software/> Fintecom provides the information about the software that is intended for the use of a given Functionality and made available by Fintecom.
4. Fintecom shares the data chosen and entered by you in the teleinformation system with other Users in order to provide services to them.
5. You may stop using the Service at any moment.
6. You are obliged to:
 1. comply with the law, Terms of Use, good manners and generally applicable rules of using the Internet;

2. use the Service in a manner that does not violate the rights of Fintecom or third parties;
 3. refrain from mass registration of GG accounts for the purposes that are not compatible with the purpose of the Service.
7. You are obliged to refrain from any unlawful activities while using the Service, in particular:
 1. using the Service directly or indirectly for the purpose contrary to the law, the Terms of Use, good manners or generally applicable rules of using the Internet;
 2. using the Service in a manner that violates the rights of Fintecom or third parties;
 3. using the Service with the software different than the software of Fintecom or the one belonging to third parties and made available by Fintecom;
 4. transmission by or to the Fintecom teleinformation system the data which:
 1. cause the disruption or overloading of the Fintecom teleinformation system or the system of third parties directly or indirectly taking part in the provision of the Service;
 2. provide an unsolicited commercial communication addressed to a designated recipient within the meaning of the Act (Spam);
 3. in other way violate the law, the Terms, rights of Fintecom or third parties, good manners, generally applicable rules of using the Internet.
8. Fintecom uses technical systems in order to prevent misuse of the Services.
9. Fintecom may permanently or temporarily cease to provide the Service or Functionality to you if:
 1. you violate the law, the Terms, rights of Fintecom or third parties, good manners, generally applicable rules of using the Internet or there is a reasonable suspicion that you did so (temporarily, until clarification is obtained);
 2. you refuse to consent to the change of the Terms of Use in time specified in Article 2 (1) in the Section VIII of the Terms of Use.
10. Permanent or temporary cessation of the Service provision may occur, inter Alia, as a result of the following breaches:
 1. sharing or sending the content that is pornographic, racist, outrages religious feelings, incites hatred or violence, and the content that is indecent, offensive or violates the law or good manners;
 2. use of threats, harassment, stalking or other activities violating the rights of third parties (violations reported by other Users),
 3. misuse of image, identity theft or impersonation;
 4. fraud, information theft, software piracy or copyright infringement;
 5. fishing the data, unauthorized data capture, damage of data integrity;

6. other activities that violate the Terms, good manners, generally applicable rules of using the Internet, generally applicable law, rights of Fintecom or third parties.
11. Permanent cessation of the Service provision means an immediate termination of the agreement and is irreversible. Permanent cessation of the Service provision may also cause deletion of all the data that you entered into the Fintecom teleinformation system, unless:
 1. the law provides otherwise; or
 2. deletion of all your data from the Fintecom teleinformation system is impossible due to the character of the Service or Functionality.
12. Temporary cessation of the Service provision results in the limitation of your use of:
 1. the Service; or
 2. its Functionalities.

Temporary cessation of the Service provision may be revoked after you provide appropriate explanations on the matter of violations.

13. Fintecom may process the data of the User to whom it ceased to provide the Service for the purpose and in the scope necessary to clarify the circumstances of a prohibited use of the Service.
14. Under art. 14 (2-3) of the Act, Fintecom has a right to prevent (block) access to the data entered by you to the teleinformation system of Fintecom in the case of:
 1. receiving an official notice of unlawfulness of the data stored or the activities related to it,
 2. receiving a credible information or in any way becoming aware of the unlawful character of the data stored or the activities related to it.
15. In the situation referred to in Article 14 Fintecom immediately notifies you of its intention to prevent (block) the access to the data. The notification shall be sent to your GG Number.
16. Fintecom reserves the right to block the registration of GG account if the attempts are made for a mass registration of accounts for the purposes violating the Terms or not compatible with the purpose of the Service.

Section IV: The terms for entering into an agreement and terminating it, and commencement of the Service.

1. The provision of the Service requires a registration of the GG account.
2. During the registration we require you to provide certain data, including your personal data (with your consent).
3. Upon registration you confirm that you are more than 16 years old and that you take responsibility for the correctness of the data provided. If you provide false personal data, some of the Functionalities may be unavailable until the data is corrected.

4. After the registration process, the User is assigned a unique identifier (GG number) which enables the use of Services. The User is not entitled to dispose of the GG Number in a manner other than as specified in the Regulations.
5. If the User terminates the Service Agreement (account deletion) or in the event of termination of the contract for the provision of the Service by Fintecom due to the use of the Service by the User in a manner inconsistent with the Regulations:
 1. The User loses the right to use the GG Number,
 2. Fintecom has the right to assign the GG Number to another User,
 3. For GG numbers purchased in the official GG Store (<https://shop.gg.pl/>), Fintecom has the right to assign the GG Number to another User after a period of at least 24 months since the last login to the GG Service.
6. The agreement on the provision of the Service is concluded at the moment of accepting the Terms and commencement of the Service provision.
7. You access the Service with a login and password.
8. The agreement on the provision of the Service is terminated:
 1. at your request, or
 2. by Fintecom, in the situations indicated in the Article 8 in the Section III of the Terms, subject to the provisions of Articles 9–14.
9. The Service Agreement may be terminated by Fintecom if not used (understood as not logging in to the Service) continuously for the period of:
 1. At least 12 months
 2. At least 24 months – for GG numbers purchased from the official GG Store
10. Termination of the agreement on the provision of the Service may cause the deletion of all your data from the Fintecom teleinformation system, unless:
 1. the law provides otherwise; or
 2. deletion of all your data from the Fintecom teleinformation system is impossible due to the character of the Service or Functionality.
11. If you made more than one registration the result of terminating the agreement on the provision of the Service will affect only the Service with a relevant GG Number.
12. The Personal Data Controller is Fintecom.
13. The rules of processing the personal data with regard to using the Service are provided in the [Privacy Policy](#).

Section V: Liability.

1. You are responsible for all the actions taken after logging into the Service.
2. You use:
 1. the Service, in accordance with the Terms

2. services provided by third parties, at your own risk. Using the services made available in the GG messenger by third parties does not does exclude or limit the liability of Fintecom related to the provision of the Service, to the extent that it cannot be excluded or limited by law.
3. Fintecom is liable to the Users for failure to perform or an improper performance of the Service to the extent pursuant to the Terms, unless failure to perform or an improper performance of the Service is a consequence of circumstances for which Fintecom is not responsible under the law.
4. Pursuant to art. 14 of the Act, Fintecom is not responsible for the data entered by the Users and stored in the Fintecom teleinformation system.
5. According to Article 13 of the Act, Fintecom is not responsible for the data transmitted, as it provides automatic and indirect storage of the data in order to ensure fast access to them at the request of other entity (another User).
6. Fintecom is not responsible for the consequences of failure to perform or an improper performance of the commitments made to you by other Users.
7. Fintecom is not responsible for any consequences of using the applications which are accessible on the Platform but made available by third parties, of which you will be notified before using the application.
8. Fintecom is not responsible for:
 1. deletion of the data entered by the Users to the Fintecom teleinformation system from the systems not controlled by Fintecom,
 2. consequences of using the Service or its Functionalities with software different than the software of Fintecom or the one belonging to third parties and made available by Fintecom, indicated at the address: <https://www.ggapp.com/info/list-of-authorised-software/> (the list of the authorized software).
 3. consequences of sharing a login and password with third parties.
9. The Terms shall be applied taking into account the rights of Users resulting from consumer laws.

Section VI. Intellectual property.

1. Fintecom has intellectual property rights to the works, within the meaning of the Act on Copyright and Related Rights Act of 4 February 1994 (Journal of Laws no. 24, item 83, as amended), markings and trademarks shared on the Platform, to the extent necessary to provide the Service.
2. Works, markings and trademarks shared in the Service and for the purpose of providing it are protected by the law.

3. You have a right to use the works within the framework of permitted private use provided for by legal regulations.
4. Any use beyond the permitted private use requires obtaining prior consent of the authorized entity.
5. The terms of use of the software made available by Fintecom are specified in relevant license agreements.
6. License agreement for the use of the software made available by Fintecom for the purpose of providing the Service constitutes a part of the Terms, as an appendix.

Section VII. Complaint procedure.

1. Complaints regarding the provision of the Service may be made for:
 1. failure to perform the Service, or
 2. undue performance of the Service.
2. The complaint may be filed in:
 1. written form, by mail, at the address: ul. Marszałka Piłsudskiego 45 75-502 Koszalin,
 2. electronic form, at the e-mail address: reklamacje@gg.pl.
3. The complaint should include:
 1. name and surname of the complainant,
 2. e-mail address provided during the registration,
 3. identifier of the User on the Platform (GG Number),
 4. subject of the complaint and the circumstances justifying it.
4. Complaints are handled in the order of their receipt, but not later than in 14 (fourteen) days. In justified cases, if the handling of the complaint requires more time, Fintecom may extend this period for additional 14 (fourteen) days, of which the complainant will be notified.
5. If the complaint is incomplete so that it is impossible to handle it, Fintecom shall immediately request the complainant to supplement it and instruct them that the failure to complete it will prevent its handling.
6. The complainant is notified about the manner of handling the complaint in the form in which the complaint was made.

Section VIII. Final provisions

1. A current version of the Terms is made available in a manner allowing its storage and reproduction in the ordinary course of action.
2. Each change of the Terms will be effective:
 1. in 15 (fifteen) days from the date of notification or at any other time indicated by Fintecom but not shorter than 15 (fifteen) days; if you do not agree to the change, you

are obliged to make a statement to Fintecom, including by Fintecom teleinformation system, before the change enters into force and from such date you are obliged to stop using the Service;

2. immediately upon notification of the change or in any other time indicated by Fintecom, if the changes concern provisions of the Terms that do not have an influence on the situation the Users.
3. For assessing rights and obligations under the Terms, Polish law shall be applicable, in particular the provisions of the Polish Civil Code and the Act on Consumer Rights of 30 May 2014 (Journal of Laws 2014, item 827).
4. Amicable settlement of disputes: European Commission operates an on line dispute settlement platform. It is available here:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL>.
5. Using other alternative settlement mechanisms requires the consent of Fintecom.