

Terms and Conditions of Post in Pocket mobile application

DEFINITIONS

Application – Post in Pocket mobile application.

Customer Service – an organisational unit of the Service Provider whose task is to provide comprehensive services to the User through the means of communication specified in the Terms and Conditions of Post in Pocket mobile application.

Postcard – an electronic postcard designed by the User, which, after the final acceptance by the User, is printed by the Service Provider and, by order of the User, posted at the Postal Operator.

Account – a set of data uploaded to the Application and assigned to a given User, which includes information about the User, the User's activity in the Application, the agreements concluded with the Service Provider, and information made available on the basis of those agreements.

Payment Operator – an entity in charge of authorisation – i.e. confirmation that the person who uses a given payment card or bank account is authorised to make the payment – as well as settlement and processing of the transaction, i.e. the company PayPro Spółka Akcyjna with its registered office in Poznań (60-237 Poznań), ul. Kanclerska 15, entered in the register of entrepreneurs kept by the District Court in Poznań, VIII Commercial Division of the National Court Register under KRS No. 0000347935, with the share capital amounting to PLN 4,500,000, paid up in full, NIP (Tax Identification No.) 779-236-98-87.

Postal Operator – an economic operator authorised to carry out postal activities on the basis of an entry in the register of postal operators, in accordance with the Act of 23 November 2012 – the Postal Law (Journal of Laws of 2017, item 1481).

Fee – a payment made by the User in order to enter into the Postcard Service Agreement. The amount of a Fee depends on the Service option selected by the User. Details can be found in the Price List published in the Application by the Service Provider.

Privacy Policy – a document that specifies the principles of processing and protecting the Users' personal data by the Service Provider, which constitutes an integral part of these Terms and Conditions of Post in Pocket mobile application.

Terms and Conditions – these Terms and Conditions of Post in Pocket mobile application with all appendixes.

Agreement for the use of the Application – an agreement for the provision of services by electronic means concluded between the User and the Service Provider, whose content is specified in these Terms and Conditions along with the appendixes.

Postcard Service Agreement – a distance service agreement concluded between the User and the Service Provider by means of the Application, whose content and terms and conditions are specified in these Terms and Conditions and the Terms and Conditions of the Postcard Service.

Postcard Service – a service provided by the Service Provider that makes it possible to design a postcard using the functionalities made available to the User by the Service Provider, to print the finished Postcard, and to post it at the Postal Operator.

Service Provider – Aleksandra Merez, Zabajka, no. 339, 36-060, post office: Głogów Małopolski, NIP (Tax Identification No.) 5291594158.

User – a natural person with full capacity for legal transactions that has created an Account in the Application.

§ 1

Preliminary provisions

1. These Terms and Conditions specify the principles, conditions and manner in which the Users may use the services available in the Application.
2. The Terms and Conditions include the basic definitions, conditions and manner of using the services available in the Application, the basic rights and obligations of the Service Provider and the Users, information about the complaint procedure, and information about the possibilities of terminating the agreements concluded with the Service Provider.
3. The Terms and Conditions are made available free of charge, in the form that allows the User to record, store and display them in the Application (i.e. in the PDF format). Additionally, on demand of the User, the Service Provider will send him or her an electronic copy of the Terms and Conditions to the e-mail address specified by the User.
4. Prior to the creation of an Account, the User is obliged to read these Terms and Conditions along with all appendixes.
5. Opening an Account signifies the acceptance of the Terms and Conditions and constitutes the execution of the Agreement for the use of the Application between the User and the Service Provider.

6. The Application may be used on telecommunication devices, such as a smartphone, a tablet or the like, provided that such a device:
 - a) operates on the iOS (version 9.x or higher) or Android (version 4.2 or higher) system,
 - b) has access to the Internet,
 - c) has a programme that makes it possible to open PDF files – in order to read the documents sent or otherwise made available by the Service Provider,
 - d) has a web browser that handles the encryption of SSL connection, the latest versions of JavaScript and cookie files – this pertains only to those Users who want to make payments by means of the Payment Operator Przelewy 24.
7. The Application may be downloaded from Google Play (for owners of mobile phones that run on Android) and App Store (for owners of mobile phones that run on iOS).
8. The Application may be downloaded and installed without paying any fees to the Service Provider. However, the User has to pay all access or data fees charged by third parties, in particular the Internet service provider or the mobile network operator, due to the use of the Application. The Service Provider is not responsible for the acts of third parties selected by the User.
9. When the User installs the Application, the Service Provider grants the User a non-exclusive, royalty-free and non-transferable licence to use the Application as regards its permanent or temporary multiplication, installation or uninstallation, display, activation and normal use in accordance with its functionalities and intended purpose. The licence is not subject to any territorial limitations.
10. Periodically, the Service Provider may carry out system modernisation and maintenance works and updates that may limit the use of the Application and the services made available as part of the Application. The Service Provider will inform the User of the said works in the relevant message issued by means of the Application. The Service Provider is not liable for any restrictions related to the said works of which the Users have been informed.
11. The Application as well as all materials and information contained in it, the layout of the content presented in the Application, the logotypes, graphic elements and trademarks are the subject of exclusive rights or its business partners and are subject to legal protection.

§ 2

User registration

1. User registration is the process of creating a User Account in the Application in the manner specified in Section 2 below.
2. An Account is created on the completion of the following steps:
 - a) downloading and installing the Application on a device that meets the requirements specified in § 1 (6) of the Terms and Conditions,
 - b) providing the e-mail address and the selected password to the Account,
 - c) reading and accepting these Terms and Conditions along with the appendixes,
 - d) receiving the e-mail sent by the Service Provider to the e-mail address specified in the registration form, and clicking the activation link provided in that e-mail within 24 hours as of the receipt of the message.
3. An Account is also created when the User first logs in to the Application with the use of the social media data from Facebook and Google.
4. After completion the registration process, i.e. after clicking the activation link or, in the event referred to in Section 3, logging in for the first time, the User and the Service Provider enter into an Agreement for the use of the Application, the content of which is specified in these Terms and Conditions.

§ 3

Kind and scope of the services

1. On the basis of the Terms and Conditions, by means of the Application, the Service Provider provides the User with access to the Postcard Service, which consists of the following modules:
 - a) The Designing Module that makes it possible to design an electronic Postcard in the Application, i.e.
 - i. upload images and pictures to the Application in order to use them on the front side of the Postcard,
 - ii. design the card and determine the layout and content of the front and back side of the Postcard using the functionalities available in the Application,
 - iii. present the effects of the User's actions, in particular the finished Postcard, in the Application,

- iv. send the Postcard to the IT system of the Service Provider and convert it electronically to a printable document.
- b) The Printing Module that makes it possible to print the Postcard designed by the User.
- c) The Posting Module that makes it possible to post the printed Postcard at the Postal Operator.

§ 4

Basic obligations of the User

1. The User warrants and represents that all data provided by the User is true and complete and it does not violate anyone's rights or interests or the provisions of law.
2. While using the Application, each User is obliged to:
 - a) comply with all provisions of the Terms and Conditions as well as the Terms and Conditions of the Postcard Service,
 - b) comply with any and all provisions of law, principles of social coexistence, good morals, and rights of third parties,
 - c) not to use the Application or the services, directly or indirectly, to carry out any actions that are inconsistent with the provisions of law, the principles of social coexistence or good morals, or that violate the rights of third parties,
 - d) not to upload any unlawful content to the Application, including in particular:
 - i. any content that violates the law, the principles of social coexistence or good morals, including pornographic or racist content or any content commonly regarded as vulgar or offensive,
 - ii. any content that violates the rights of other parties, in particular author's economic or moral rights, business secrets, industrial ownership rights, image rights or other personal interests of other persons, including the Service Provider or other Users,
 - iii. any content that violates or may violate the rights to trademarks, geographic marks, business marks, rights to the business name or any other protected designations of origin of goods or services,
 - e) not to use any software or applications and not to take any other actions that may violate the integrity, stability or safety of the use of the Application.
3. The User should immediately inform the Service Provider of any and all security breaches related to the functioning or use of the Application.

4. The Service Provider may block the User's access to the Application or some of its functionalities in the event of a justified reason, including in particular:
 - a) violation of these Terms and Conditions or the Terms and Conditions of the Postcard Service, the applicable law or the probable rights of third parties,
 - b) breach of security of the Application.
5. The Service Provider informs the User that his or her access to the Application has been blocked by sending an e-mail to the e-mail address provided by the User during the registration process. The Service Provider calls on the User to remove the breach and restore the state that is consistent with these Terms and Conditions or the Terms and Conditions of the Postcard Service within the specified time limit. If the User abides by the above, the Service Provider may unblock the User's access to the Application or its specific functionalities. In the event that the User does not abide by the call, the Service Provider may terminate the Agreement for the use of the Application and the Postcard Service Agreement.
6. In the event of recurrent or serious violations of these Terms and Conditions or the Terms and Conditions of the Postcard Service, the generally applicable provisions of law and the rights of third parties, the Service Provider may delete the User's Account. The deletion of the User's Account means termination of all agreements between the Service Provider and the User, and it is governed by the provisions of these Terms and Conditions related to the termination of agreements by the Service Provider.
7. The Service Provider may terminate the agreement for the use of the Application upon a 30-day period of notice effective as of the end of the calendar month, in particular for the following reasons:
 - a) the Service Provider decides to cease to provide the services,
 - b) the Service Provider decides to cease to conduct the activity.

§ 5

Security

1. The Service Provider undertakes to store the User's login credentials in a safe manner and to enable the User to recover lost login credentials unless it is impossible for security reasons.
2. The User has to store the data and passwords related to the Application in a safe manner and may not make them available to third parties.

§ 6

Scope of liability

1. While performing the Agreement for the use of the Application or the Postcard Service Agreement, the Service Provider does not create, verify or modify the data or content uploaded to the Application by the User, or any effects obtained by the User through the use of the functionalities available in the Application.
2. The User is solely and fully responsible for the data and content uploaded to the Application as well as the results of using the functionalities available in the Application.

§ 7

Complaints

1. Any and all complaints related to the use of the Application and the provision of the services by means of the Application, as well as questions about the use of the Application should be sent to the Service Provider to the e-mail address: post@postinpocket.com.
2. A complaint should include the first and last name and the e-mail address of the User (provided at the time of registration), as well as a detailed description and identification of the cause of the complaint. In the event of complaints related to the Postcard Service, the User's complaint should also include a confirmation of the execution of the Postcard Service Agreement, i.e. the e-mail with the Postcard designed by the User sent by the Service Provider upon the receipt of the Fee from the Payment Operator.
3. If the data or information provided in the complaint needs to be completed, the Service Provider asks the User that filed the complaint to complete such data or information to the specified extent before processing the complaint.
4. The Service Provider should respond to the complaint without undue delay but not later than within 30 days as of the receipt of the complaint.
5. In complicated situations where it is impossible to process the complaint and respond to it within the time limit referred to in Section 4, the Service Provider informs the User of this fact and notifies the User of the expected date of processing and responding to the complaint, which may not exceed 60 days as of the receipt of the complaint.
6. In the event of failure to meet the time limit specified in Section 4, and in the event of special circumstances – the time limit specified in Section 5, the complaint is considered to have been processed in accordance with the User's will.

7. The response will be sent to the e-mail address or the address for delivery specified in the complaint submitted by the User.

§ 8

Personal data

1. The Service Provider acts as the Controller of the Users' personal data.
2. The data is processed in accordance with the generally applicable provisions of law and the principles specified in the Privacy Policy, which constitutes Appendix 1 to the Terms and Conditions and is deemed to be their integral part.
3. The acceptance of the Terms and Conditions signifies the User's permission to process the User's likeness and also the likeness of User's minor child, including to record it, multiply it by means of all available techniques and methods, and to use it in order to provide the Postcard Service. The likeness may be used in the original version or with any modifications, which may be made without User's acceptance but will comply with ethical standards. User warrants and represents that the permission is granted free of charge and User waives any and all claims for payment of any remuneration for the use of the likeness.

§ 9

Termination of agreements

1. The uninstallation of the Application does not signify the termination of the Agreement for the use of the Application.
2. The User may terminate the Agreement for the use of the Application at any time. The termination shall also lead to the termination of the Postcard Service Agreement.
3. If the Agreement for the use of the Application is terminated, the Service Provider deletes the User's Account.
4. Due to the fact that the first login to the Application signifies the User's agreement to the provision of services related to the provision of digital content that is not saved on a material carrier prior to the expiration of the time limit to rescind the Agreement for the use of the Application, and pursuant to Article 38 (1) of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2017, item 683), the User loses the right to rescind the agreement on the terms specified in that Act.
5. If the User pays the Fee for any option of the Postcard Service, the User loses the right to rescind the agreement because, pursuant to Article 38 (3) of the Consumer Rights Act of

30 May 2014 (Journal of 2017, item 683), the subject matter of the Postcard Service Agreement is a non-prefabricated item, produced in accordance with the consumer's specifications or in order to satisfy the consumer's individual needs.

6. The User may terminate the Postcard Service Agreement at any time. The termination becomes effective as soon as the Service Provider receives the statement of termination from the User.
7. The statement of termination of any of the agreements may be made in the electronic form to the e-mail address post@postinpocket.com.
8. The Service Provider may terminate the Agreement for the use of the Application and the Postcard Service Agreement concluded with the User, including in particular for reasons specified in these Terms and Conditions, the Terms and Conditions of the Postcard Service, or other important reasons. The termination of any agreement is made by e-mail to the e-mail address assigned to the User's Account, and by a message in the Application.

§ 10

Communication between the User and the Service Provider

1. The User may contact the Service Provider by e-mail to the Customer Service at the address: post@postinpocket.com.
2. The Service Provider communicates with the User by electronic means, by e-mail to the e-mail address assigned to the User's Account and by a message in the Application.

§ 11

Final provisions

1. The Service Provider is entitled to act unilaterally in order to make amendments or additions to these Terms and Conditions and the Terms and Conditions of the Postcard Service, as well as all appendixes to those Terms and Conditions.
2. The Service Provider is entitled to act unilaterally in order to amend these Terms and Conditions and the Terms and Conditions of the Postcard Service in the event of:
 - a) amendments to the generally applicable provisions of law,
 - b) changes in the interpretation of the provisions of law, or the issuance of the applicable recommendations by the supervisory authorities,
 - c) changes in the functionalities of the Application,
 - d) introduction of new services or changes in the manner of providing the services,
 - e) changes in the data of the entities described in the Terms and Conditions.

4. The Service Provider will inform the User about the change of the Terms and Conditions by displaying information about the amendments to the Terms and Conditions along with the uniform text of the Terms and Conditions in the Application, and by posting the new version of the Terms and Conditions (with marked amendments) in the Application.
5. If the User continues to use the Application, it means that the User consents to the new wording of the Terms and Conditions.

Privacy Policy

This privacy policy (the “Privacy Policy”) specifies the principles of processing and protecting personal data of the user of Post in Pocket mobile application (the “User”) and constitutes an integral part of the Terms and Conditions of using Post in Pocket mobile application (the “Application”).

The acceptance of the Terms and Conditions automatically results in the acceptance of the Privacy Policy.

I. The Controller

The Controller of the personal data of the Users of the Application (the “Data”) is Aleksandra Merez, Zabajka, no. 339, 36-060, post office: Głogów Małopolski, NIP (Tax Identification No.) 5291594158.

II. Data processing

The Controller processes the Users’ Data that is necessary in order to establish, change or terminate a legal relationship as part of the services provided by means of the Application.

1. The Data is processed in accordance with the Personal Data Protection Act and the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), in order to establish, develop the content, change or terminate the legal relationship between the Controller and the User, and to perform the services referred to in the Terms and Conditions in a proper manner.
2. The Controller processes the Data which the User makes available voluntarily while designing a postcard (“Postcard”) and during the complaint handling process. Failure to provide the Data makes it impossible for the Controller to perform the service or process the complaint.
3. The Data is processed only to the extent provided in the service form and the complaint form.
4. The Data shared by the User should be true, valid and it cannot be misleading.

5. In the event of any change of the Data, the User is obliged to update it.
6. The User acts as the controller of the addressee's data uploaded by the User at the time of designing the Postcard. In the event that the User provides the data of other persons in the course of using the Postcard Service, the Controller will process it only as part of the Service provided to the User, in the course of fulfilling the obligation arising out of the agreement entered into with the User.
7. The Controller will protect the Data against being accessed by unauthorised persons, being taken by an unauthorised person and being processed in violation of the provisions of the act. To that effect, the Controller applies the technical and organisational measures that are consistent with the applicable standards and the generally applicable provisions of law.

III. Legal basis and purposes of Data processing

Each processing of Data has to be based on the relevant legal basis that is consistent with the applicable regulations. The Users' Data is processed on the basis of the following provisions of the GDPR:

1. Article 6 (1) (b) – if the processing is necessary in order to perform a contract concluded with a Data subject. The data will be processed in order to perform an agreement related to the use of the Application or the services concluded between the User and the Controller, including in order to contact the User and to enable the performance of the services provided by means of the Application, as well as to take the necessary actions before the performance of the agreement on demand of the User,
2. Article 6 (1) (c) – if the processing is necessary in order to fulfil a legal obligation of the Controller. It pertains to situations where the processing of the Data is necessary in order to process a complaint, make tax and accounting settlements, and comply with the obligations arising out of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2017 item 683),
3. Article 6 (1) (f) – if the processing is necessary for the purposes arising out of the legitimate interests pursued by the Controller, except for situations where the rights and freedoms of the User should prevail. The term “legitimate interests” pertains to situations related to fraud prevention, safety of networks and information in IT systems, as well as statistical assessments and marketing of the products and services offered by the Controller,

4. Article 6 (1) (a) – if the User gives his or her voluntary consent to the processing of his or her personal data for one or more specified purposes that are not covered by the provisions referred to above. The User’s consent is voluntary, specific, informed and explicit. The data provided by the User may be used in order to send him or her commercial information about the services and products offered by the Controller.

The User may withdraw the consent to the processing of the Data at any time, but such a withdrawal shall not affect the legality of previous processing carried out on the basis of the consent.

IV. User rights

The User has the following rights:

1. the right to access his or her Data,
2. the right to demand that the incomplete Data be completed, including by making an additional statement,
3. the right to erasure of the Data,
4. the right to restriction of processing,
5. the right to object to the further processing of the Data,
6. the right to Data portability;
7. the right to file a complaint with the supervisory body – currently the President of the Personal Data Protection Office.

V. Data sharing

1. The Controller may entrust the processing of the User's Data to another entity, i.e. a processor, in particular to a provider of payment services within the meaning of the Payment Services Act of 19 August 2011, for the purpose of processing payments, including those made by a credit card or another payment instrument.
2. The Data may be transferred to the postal service providers that will deliver mail to the addresses of the Postcards designed by the Users.
3. The Data may also be shared with entities entitled to obtain it on the basis of the applicable law, e.g. law enforcement authorities. To the extent acceptable under the applicable provisions of law, we may also make the Data available to institutions that collect and trade in claims.

4. The partners of the Controller have their registered offices mainly in the European Economic Area (EEA) or in Switzerland, which is acknowledged as a country that ensures the adequate level of personal data protection. As regards partners located outside the EEA, such as Google and Facebook, the Controller takes actions to verify whether the partners guarantee a high level of personal data protection. In particular, the partners are obliged to apply the standard contractual clauses adopted by the European Commission or to participate in the “Privacy Shield” programme established on the basis of Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 on the adequacy of the protection provided by the EU-U.S. Privacy Shield. The User may demand a copy of the standard contractual clauses from the Controller.

VI. Data processing period

The Data is processed as long as the basis for its processing exists:

1. in the event of a consent – until its withdrawal, restriction or other actions taken by the User that limit the consent,
2. in the event that the Data is necessary to perform an agreement – throughout the period of performing the agreement and until the claims arising out of the agreement have become barred by the statute of limitations (3 or 10 years),
3. in the event that the Data is processed on the basis of a legitimate interest of the Controller – until the submission of an effective objection by the User,
4. for tax and accounting purposes – to the extent and for the period arising out of the applicable provisions of law.

VII. Contact

The User may contact the Service Provider by e-mail to the address: post@postinpocket.com; the e-mail should be entitled “Personal data”.