EasySolar Services Regulations

Art. 1
Regulations Scope


2. The below document is addressed to Users – natural persons, legal entities or organizational units in possession of an active System account.

3. The Regulations below are regulations mentioned in art. 8 statute of electronic services. The Regulations, aside from being sent electronically by e-mail to User, is also available in current version at www.easysolar-app.com/termsandconditions

Art. 2
Definitions

Administrator – Service owner - EasySolar Limited company, with offices in Poznań, Obornicka 330, 60-689 Poznań, NIP 972237323, REGON: 301991466, registered in National Court Register kept by Regional Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economical KRS Department, KRS 0000405063, with initial capital of 80,000,00 zloty, telephone: +48 570 620 200.

Application - meant to be understood as a creation described by regulations of statute from 4 of February 1994 on copyright and related rights (Journal of Laws 2006, No. 90, item 631 as amended, henceforth referred to as "copyrights act"), it being software (an application), allowing for access to services purchased by User, by means of mobile devices.

Client - Person visiting the Service and potentially interested in using Products and Services offered by the Service.

Entrepreneur – natural person, legal entity or organization unit, not being a legal entity, and whom is being granted legal capacity by statute, running in its own name a business or professional activity with aim connected to that activity and being its main cause.

Newsletter - contains information of news within the Service, and also promotional and advertising materials.

Software – meant to be understood as a creation described by regulations of statute from 4 of February 1994 on copyright and related rights (Journal of Laws 2006, No. 90, item 631 as amended, henceforth referred to as “copyrights act”), it being software (an application), allowing for access to services purchased by User and use of particular Products or functionalities of the System.

Product – Device, Service or rights subject to Order.
Profile - Service area available upon login (entering login and password), in which every registered User may enter or update their personal data and other information.

Regulations – meant to be understood as present Regulations of services offered by Service and its use.

Service – website available at www.easysolar.pl or app.easysolar.pl or app.Easysolar.com or easysolar-app.com

Device – Device defined individually in proper regulations of use of given Service feature.

Service Provider – Administrator, or other subject – natural person or legal entity running business within the scope of Products offered by the Service.

User – natural person, legal entity or organization unit in possession of active Service Account. By the rules determined in present regulations, only an Entrepreneur can become a Service user.

Order and Pay – button activation means placing an Order with obligation to pay.

Order – meant to be understood as statement of will, by User and within the Service, to choose Product and Service Provider in order to make a contract of providing services or Products with obligation of payment.

Art. 3

General rules

1. Use of Service and Application means acceptance and obligation to abide by all Regulations rules and proper additional regulations.

2. Regulations determine the conditions by which the Administrator and Service Provider provides Products for Users.

3. Service Provider makes available to Users the email address app@easysolar.co and phone number +48 570 620 200 for contact purposes, to which Clients may direct all queries, suggestions, remarks and information pertaining to the Service and Product.

4. Any time that the Regulations mention notification, notice, agreement or any other form of contact with Service Provider, this is meant to be understood as sending an e-mail to the address mentioned in the preceding paragraph, unless otherwise stated in particular clauses of Regulations.

5. The User, by accepting the Regulations and additional regulations if having been accepted by him, agrees to receiving at his e-mail address entered during registration all information pertaining to realization of present Regulations or additional regulations, especially their current version, amendments and other information according to valid laws.

6. All information pertaining to Service and Products, especially the Regulations, additional regulations, catalogs, folders, brochures, other information or advertising materials, and
information within the Service, directed to Clients or users by the Service Provider, do not constitute the offer as stated in art. 66 stat. 1 Civil Rights.

7. All copyrighted names and trademarks are property of rightful owners and are mentioned only for clear identification of Services or Products.

8. Logo and name copyrights of the Service belong to the Administrator and are protected by law. All use of logo or name of Service and Administrator's company outside of the exceptions provided by the regulations or additional regulations or regulations of common law is prohibited.

9. User is entitled to use of offer with Administrator logo, and also with reference to the Service in which the offer was created.

10. Service Provider reserves the right to place within the Service advertisement, promotional and marketing materials.

11. Administrator and Service Provider may introduce separate or additional conditions for providing of Products, including promotion regulations or regulations for individual Products.

12. User is forbidden to use Products in ways that might harm third party rights.

Art. 4

Services provided

1. Owning of Account and Profile within the Service is voluntary and charge-free, however a fee is compulsory in order to use full functionality of the Service, stated in www.easysolar.pl/cennik.

2. A contract is formed for availing of basic Service features, between Administrator and User, in case of successful completion of registration process and setting up an Account (henceforth known as "Contract of Service availability"). This contract is made for indefinite period of time. Its termination happens when the Account is removed – in order to do that, the User is obliged to contact the Service Provider in order to remove the Account – or as a result of termination by user.

3. Full availability of the Service is offered upon payment of fee, access to all Service features mentioned in stat. 4. The User may nominate other persons who may also use the Service at the same time, in numbers chosen in the subscription.

4. Full access to Service features provides tools that allow for developing a concept of photovoltaic system, choice of proper devices, calculate estimated theoretical performance in given location, by use of algorithms, generate a report and create an order of its manufacture. The Administrator and Service Provider has no control over the generated results, which are generated based on data entered by user, and is not
responsible for their correctness. Administrator also refuses all responsibility for profits lost by User, resulting from use of Service.

5. User is entitled to use of generated reports and offers within scope stated in the regulations.

6. Service user is not entitled to:
   a) propagation, distribution and marketing, in whole or in parts, of the Service,
   b) interference in its contents
   c) removal of owner brands and technical safeties.

7. In case of particular Product’s Service Provider being an entity different than the Administrator, the Product page points to necessary data of Service Provider with contact address.

Art. 5
Registration

1. Use of Service features is based on acceptance by Client of present Regulations, registering and setting up an Account.

2. Registration is done by properly filling the required fields of the registration form, located within the Service upon clicking of the button “if you don’t have an account, create it now”.

3. Service User is an Entrepreneur, who has accepted the Regulations and realized the procedure of Registration to the Service.

4. User is obliged to enter valid personal data. Invalid data detection will cause indefinite Account blockade.

5. User is obliged to update data within the registration form each time this data is changed.

6. In order to register in the Service, User has to agree for personal data processing, in accordance with statute from 29.08.1997 on personal data protection (Journal of Laws No. 133, item 883) and give his acceptance of Privacy Policy. Lack of agreement for processing of personal data, Privacy Policy or Regulations prevents completion of registration process and use of features provided by the Service.

7. During the Registration process, as well as at any other time afterwards, the user may also agree to receive the Newsletter, business, advertisement and marketing information from the Administrator, Service Provider and their contracting parties. User may at any time, without stating the reason, resign from receiving those, by sending his resignation via e-mail to app@easysolar.co

8. Before Registration, the Client confirms that he has familiarized himself with present Regulations and accepts all its decisions without any reservations. Thereupon the
accepted Regulations are sent by Service Provider to User’s e-mail address, entered during registration in the Service.

9. The information mentioned above serve for User identification by the Service and Software and allow for use of Service.

10. User might register by way of Application downloaded to Mobile Device. Application may be downloaded via Play Store or App Store.

11. Upon launching the Application, activate “Create Account” button and enter company name, e-mail address, phone number and password and accept regulations.

12. After successfully setting up the account, User is directed to Service website via Internet browser, where he might use the basic version of the Service and make a payment of the fee.

Art. 6
Service terms of use

1. User may own several registered Service Accounts, depending on chosen subscription. Creation of fictitious Accounts will result in immediate termination of Contract for services made between User and Administrator, which means removing the Account from Service, along with any data stored at the Account.

2. A user who created an paid for an account, depending on chosen subscription, might add other users. In order to do this it is necessary to add the new user’s e-mail in user panel.

3. User might change his personal data after logging into the Service, by editing his Profile in “Client Data” tab. In case of using the basic (charge-free) version of the Service, changes of User’s personal data can be made only by Administrator or Service Provider. In order to do this, send data change request by e-mail or post.

4. User cannot share Account login data with third parties, not directly connected with him.

5. User is forbidden to:
   a) post vulgar, indecent, profane, scandalous or otherwise antisocial content,
   b) post content commonly agreed as inappropriate for children,
   c) propagate content that may infringe on personal interests of others or other rights, including ownership rights,
   d) use threats or invectives,
   e) post any unlawful content, especially connected to racial, ethnic or religious hatred, including erotic or pornographic content, promoting fascism, Nazism, communism, propagating violence, insulting religious beliefs and symbols or national symbols,
   f) post contact data (outside of proper fields),
g) promote other websites, post any promotional or advertisement content pertaining to any third parties or websites, unless previous contract is made with the Administrator allowing this,

h) use programs (bots) to generate Service queries – all such actions might be considered a DoS (Denial of Service) attack,

i) break general netiquette rules,

j) act in any way that might destabilize or impede the functioning of the Service,

k) post any promotional or advertisement content pertaining to any third parties or websites, unless previous contract is made with the Administrator allowing this.

6. User non-compliance to Regulations may result in temporary blockade of selected Service features.

7. Should User own several Accounts, blockade may be applied to all Accounts.

8. The Administrator bears no compensative responsibility for any losses or damages resultant from Account blockade or removal due to flagrant violation of the Regulations.

9. Any content non-compliant with the Regulations may be removed from the Service without notifying the User.

**Art. 7**

*Technical requirements*

1. Service, Software or Application might contain elements such as:

   a) active links allowing User to go to websites other than the Service; in case of websites of subjects other than EasySolar Limited, the Administrator reserves that he has no influence on such websites contents and their verification, and has no influence on privacy policy of those websites and recommends reading all regulations and other documents pertaining to privacy policy and products or services offered by those websites,

   b) frames,

   c) advertisement and other promotional materials, in any form and medium, including banners.

2. To use the Service, user has to own active Internet connection and an internet browser, a personal computer (PC) or mobile device with following requirements:

   1) computer:

      a) operating system:

         i. Microsoft® Windows® 8/8.1

         ii. Microsoft Windows 8/8.1 Pro

         iii. Microsoft Windows 8/8.1 Enterprise

         iv. Microsoft Windows 7 Enterprise
v. Microsoft Windows 7 Ultimate
vi. Microsoft Windows 7 Professional
vii. Microsoft Windows 7 Home Premium
viii. Apple® Mac® OS® X v10.9.0 or newer (Mavericks), OS X v10.8.0 or newer (Mountain Lion) with 64bit Intel processor
ix. Apple Mac Pro® 4,1 or newer (Mac Pro® 5,1 or newer recommended); MacBook®; Pro 5,1 or newer (MacBook Pro 10,1 with Retina Display or newer recommended); iMac® 8.1 or newer (iMac 11.1 or newer recommended); Mac® mini 3.1 or newer (Mac mini 4.1 or newer recommended); MacBook Air® 2.1 or newer; MacBook® 5.1 or newer (MacBook 7.1 or newer recommended).

b) Processor: 32bit Intel® Pentium® 4 or AMD Athlon™ Dual Core, 3.0 GHz or higher with SSE2 technology;
c) Memory RAM: 2 GB RAM (recommended 8 GB);
d) Disk space: 6 GB free disk space for software installation;
e) Monitor: Screen resolution 1280 x 800 with True Color (recommended 1600 x 1050 with True Color);
f) Internet 256 kbps or faster,
g) Internet browser installed:
   i. Google chrome 4.3 or newer;
   ii. Mozilla Firefox 37.0.1. or newer
   iii. Safari 7.03 or newer
   iv. Flash version 17.0.0.169

2) for mobile devices, iOS 7 operating system is required, or newer; or Android 4.2 or newer.

3. In case of any other particular requirements for User’s computer or mobile device, information will be made available within the Service or Play Store or App Store on Application page.

Art. 8
Services provided

1. By registering to the Service, User may, by means of the basic version, familiarize himself with exemplary offer containing the main photovoltaic system foundations.
2. To be able to use the full version of the Service, a proper Order needs to be paid. The user can place the Order for access to full version of the Service 24 (twenty four) hours a day, via the Service.

3. By filling out and sending the Order, a contract of services is made between user and Service Provider of the given Product (henceforth referred to as “Sales contract”), on condition of confirmation of Order payment by Service Provider.

4. When the “Order and Pay” button is activated, a contract is made for the period chosen by User. In case of single payment option, the minimum time of obligation is equal to chosen period of use of services, in case of subscription the minimum time of obligation equals one month.

5. The user, while choosing the Product Order, states the number of users who are entitled to use the full Service version at the same time, period of contract duration, and then places the Order by activating the “Order and Pay” button.

6. Before placing the Order, that is activating the “Order and Pay” button, the user is obliged to familiarize himself with regulations, additional information or additional regulations should they exist.

7. Access to full version of the Service is gained by Internet, by paid use directly from the level of Service Software or Application which allows for design of a photovoltaic system, calculation of its estimated costs, estimated performance and obtaining a report on the system and generation of offer for its manufacture.

8. Use of full version of the Service is possible only after logging into the Service. The user is responsible for safety of his login data.

9. Full version of the Service is available, after placing the order and making the payment, after 24 hours upon payment being noted by Service Provider’s system.

10. Users with full version of the Service also gain access to technical support.

11. Technical support is realized through:
   a. Training within the scope of Service features, done by means of a 1 hour webinar, at a time agreed with the Service Provider.
   b. By phone contact with a support specialist, on working days, between 9 – 17 CET.
   c. By e-mail contact with a support specialist. Reply to queries is sent within 3 working days.

12. User with full version of Service may keep working drafts of his offers and projects of photovoltaic systems on Administrator’s server.

13. User is the sole owner of offers and projects of photovoltaic systems developed by User, and he bears full responsibility for them, excluding materials for which the Administrator has granted license, especially Administrator logo, Software and Application.
14. Working drafts of offers and projects mentioned in stat. 12 are available during the whole period of use of Service full version by user. In case of termination or expiration of contract for full use of Service, working copies are saved on Server for the period of 12 months. Within that period, after re-purchasing full access to Service, the User will have access to them again. In case of expiry of this period, all data entered by User, developed projects and offers are irretrievably removed.

15. User may at any moment terminate use of services, by rules stated in regulations.

16. A User who has purchased full version of the Service may share individual projects with chosen persons. The number of those persons depends on chosen subscription.

17. Adding of a new User to project, by User with full access to Service, is done by entering User menu, clicking “new project” tab and entering new user name and e-mail address.

18. A User who has purchased full version of the Service may also add new Users to existing projects. In order to do that, enter list of current projects, choose “add User” and enter his e-mail address.

19. A message will be sent to that e-mail address with link to project, after clicking it the User will have access to full version of System. User will have view of projects shared by User with paid access, and will have possibility of creating new projects.

20. A User who has purchased full version of the Service has view of all materials created by Users, whom he added to the Service, and their modification.

21. Within services offered, User has option to download Application, in order to facilitate use of Service via mobile devices.

Art. 9

Pricing and other costs

1. Product prices given in Service are in Polish zloty (PLN).

2. Price given by service includes all taxes, in particular tax on goods and services (VAT) according to current rates.

3. Prices of particular Products (including services) may be regulated in a separate document.

4. In case of ordering access to full version of the Service, it is possible to pay for chosen package and period, in form of subscription or single payment.

5. Subscription payment is collected by the system automatically, for every month of using Service, for a period of time chosen by User. Payment is collected from User account ascribed to credit card or PayPal account. Payment is made monthly, in advance. Cyclic payment may be terminated at any time. In order to do this, contact the Service Provider at app@easysolar.co or use the contact form, available on the website. Resignation from
cyclic payment may also be done at the Service website, in the “payments” tab.

6. Subscription payment for every following month of use of Service is collected automatically on completion of accounting period. In case of payment not being collected, e.g. because of insufficient funds, attempt to collect will be repeated after 5 days. If payment is still not collected, Administrator or Service Provider has a right to contact User in order to fix a payment date, Administrator or Service Provider also has a right to block full access to Service.

7. Accounting period, mentioned in stat. 6, is one month.

8. In case of choosing the single payment option, User may resign from the services at any time, however the payment made will not be returned to him.

9. In case of making single or subscription payment, whenever possible, User may enter, into the voucher code field, a code that will result in decreased price. Code needs to be accepted by clicking “Confirm” button.

10. Payment for services provided by Service Provider is made based on a pro forma VAT invoice, made out at User request, or via PayPal System, that is a system allowing for making online payments, run by PayPal Europe S.a r.l. & Cie, S.C.A. located at L-1150 in Luxembourg and available at www.paypal.pl, within one or more following modules made available for Service Provider:
   a) on-line payment transfer module or
   b) traditional transfer module or
   c) credit card payment.

11. Personal information given by User during payment is transferred by subjects operating the given payment system, as a payment institution intermediary in payment realization. The User, by accepting regulations and privacy policy and making a payment, accepts transfer of personal information necessary for making payment.

12. The User should make a payment within a period of 5 calendar days from day of placing order.

13. Service Provider applies highest safety standards in relation to data connected with transactions made by Users via PayPal System. All User data sent to Service Provider via Internet to place and realize the Order are ciphered and protected by SSL protocol (Secure Sockets Layer).

14. Within the scope of Products offered to Users, promotions may also be offered, described in separate regulations.

15. In case of failure to pay for full Service access in time, access to all paid features of the Service will be blocked.

16. The User has, at all times, possibility to reactivate services, by purchasing again any access offer to full version of Service.
Art. 10
License

1. In case of acceptance of present Regulations and additional other regulations, and also downloading and installing of Software appropriate for the Products, available in the Service, the Service Provider, who has copyrights for this Software, grants User the right to free-of-charge use (license).

2. The Administrator also grants the User the rights to use the Application, installed on User mobile device.

3. License granted by Service Provider allows User only to use certain features within the Software and use of Service.

4. User, based on license granted, is not allowed to, in particular:
   a) propagate or share with any third parties, in any way, the downloaded data being part of the Service or Software;
   b) download or multiply data, being element of www website or software, to which the Service Provider has the sole copyrights, for purposes other than realization of contracts within the Service, especially for needs of third parties;
   c) propagate, multiply, copy, share, lease or rent to third parties the data included within the Service, Software or Application, regardless of form;
   d) sub-license;
   e) decompile, disassemble, modify and reverse engineer data being element of www website or software;
   f) make copies of Software or Application.

5. License is non-exclusive and inalienable.

6. User is granted license to offers and concepts of photovoltaic system developed by himself, and also to use Administrator or Service Provider trademark visible on developed offer or project of photovoltaic system.

7. Administrator refuses all responsibility due to warranty and guarantee resultant from use of Software and Application by User.

8. Administrator is responsible only for losses suffered by User of his fault, to the amount of package purchased by User.

Art. 11
Complaints

1. In case of inconsistencies regarding Service or Product functionality, User is obliged to immediately notify the Service Provider.

2. In case of Product being inconsistent with contract of sales, User has a right to file a
complaint.

3. Products inconsistent with the contract mentioned in art. 8 stat. 2 of present Regulations are Products:
   a) incomplete, damaged, not usable for their intended purpose,
   b) devoid of properties that Products should possess due to their intended purpose or resultant from circumstances,
   c) not fit for purpose stated in the Service, as long as Product description included such information.

4. All complaints may be filed: in person, in writing, by mail to the following Administrator address: EasySolar Limited located in Poznań, Obornicka 330, 60-689 Poznań, or by e-mail to app@easysolar.co. All contact data of Service Provider, necessary for placing a complaint, including e-mail address, can also be found within the Service.

5. Any complaint should include at least:
   a) User contact information, such as: name, surname, address, e-mail address or telephone number,
   b) date of Product purchase, Product type and list of Product faults and circumstances of their observance.
   c) description of claim,

6. With reservation of stat. 8 below, the Service Provider is obliged to revise the claim immediately, no later than 14 (fourteen) working days from the date of reporting the claim.

7. Claims shall be revised immediately, no later than 14 (fourteen) working days from the date of reporting the claim to Administrator.

8. In particular cases the date of claim revision, stated in stat. 7, may be prolonged by another 14 working days, especially when complexity of claim makes it impossible to be revised within the first 14 days.

9. Reply to claim shall be sent to User at e-mail address given in claim, or if the claim was made in written form, to the address given therein, or if such address has not been given, to the e-mail address given in registration form or changed during the period of Service use by user.

10. In case of positive revision of claim, the Administrator shall proceed to repair the fault in Product.

11. User shall lose all rights resultant from Product inconsistency with contract of sales, if 24 months pass between finding a fault in Product and notification of Administrator of the fault, by means mentioned in stat. 5 above.

12. In cases not regulated in present article, claims made by Consumers, regarding inconsistency of Product with Order, will be revised in mode and by regulations stated in
statute from 23 April 1964 Civil Rights (Journal of Laws 1964 no. 16, item 93 as amended).

Art. 12
Contract termination

1. User has the right to terminate the contract at any time, provided that the regulations of service do not state otherwise. Statement of contract termination may be presented to Administrator via e-mail, at app@easysolar.co, by registered letter to EasySolar Limited located in Poznań, Obornicka 330, 60-689 Poznań, or by personal delivery to Administrator offices.
2. After receiving of termination statement by Administrator, service will be terminated with the end of calendar month, and User Account will be removed.
3. In case of choosing single-payment option in advance of the whole accounting period for access to Service by User, user has no option to terminate contract, unless by fault of Service Provider.
4. Administrator takes no extra charges for contract termination.
5. In case of Product purchase and choosing single-payment in advance for stated period, contract is made for period chosen by User. Minimum time of obligation is thus equivalent with chosen period of full access to Service.

Art. 13
Exclusion of responsibility

1. All User actions within Service should be correspondent with regulations valid within Polish Republic and good practices accepted all over Internet, it is forbidden in particular to post any content of lawless character. User conduct should also be correspondent with present Regulations.
2. Only after explicit agreement from Administrator may the User copy, multiply or utilize in any other way, in part or in whole, the information, data or any other content with exception of cases of fair use resultant from the copyright statute.
3. Administrator and Service Provider bear no responsibility for ways in which Users or persons acting in Users’ name utilize the Service and the effects of Service utilization, if it has been used in ways contradictory to present Regulations.
4. The Administrator and the Service Provider bear no responsibility for damages suffered by User or persons acting in Users’ name resultant from dangers existing in Internet, independent from Administrator and the Service Provider. Additionally, Administrator and the Service Provider bear no responsibility for breaks in Service availability resultant from
technical causes (e.g. maintenance work, service or replacement of equipment) or other causes independent from Administrator and the Service Provider.

5. Administrator reserves the right to cease Service functionality, after previously notifying Users on the Service webpage. Cessation of Service functionality will be connected to change or termination of contract between Administrator and the Service Provider and user.

6. Administrator bears no responsibility for services provided via Service by third parties, who provide services to Users in their own name and on their own account, based on and governed by agreements made with Administrator or his sub-Service Providers. Determining the rules of such services is obligatory for the subject providing said services, and is the sole responsibility of said subject. Possible claims addressed at Administrator or Service Provider regarding this will be passed on to those subjects.

7. Administrator or Service Provider reserve that the range of Service features may be changed and updated at any moment by Administrator or Service Provider with regard to obligations by Administrator or Service Provider resultant from contracts made by those subjects with Users. Administrator and Service Provider will spare every effort to inform of any changes to the Service in advance, at the Service website.

8. Service Provider shall, within reasonable limits, spare every effort to provide constant access to Service.

9. Service Provider bears no responsibility for unavailability or malfunctioning of service due to:
   a) specifics of Internet functionality, in particular breaks or lags in transmission,
   b) traffic control mechanisms applied by Internet providers,
   c) Other technical aspects, which the Service Provider has no influence on, despite carefully realizing all services connected to the Service.

10. Service Provider bears no responsibility for faulty performance of the offer, including in particular resultant from erroneous data entered by User. Administrator and Service Provider recommend verification of correctness of offers generated by the Service.

11. Service Provider bears no responsibility for errors in data generated by the Service, based on data entered by the User. Generated data is theoretical, calculated based on developed estimate algorithms and statistical data. Real results may vary from those included in concept and offer prepared by User. Before deciding on profitability of assembling a photovoltaic system, Administrator and Service Provider recommends verification of generated data.

Art. 14

Data safety
1. Processing of personal User information given in Registration process and data entered in the User Profile will commence at User agreement.

2. Administrator processes data in accordance with regulations stated in Privacy Policy, accepted with registration and available at www.easysolar-app.com/termsandconditions and in accordance with appropriate rules valid within Polish Republic, including statute from 29 August 1997 on personal data protection and statute from 18 July 2002 on electronic services (Journal of Laws 2002, No. 144, item 1204, henceforth referred to as “electronic services statute”).

3. User personal information database is under legal protection.

4. Service Provider guarantees full confidentiality of data entered into Software by User in relations to development of project concept for photovoltaic system and offer based on this concept, in particular data identifying addressees of developed offer.

5. Every User has a right to view his data processed by the Administrator, has a right to amend said data and may request cessation of their processing by their removal from database. Explicit statement of will of cessation of data processing or their removal, directed to the Administrator, is a sole and only base for Account removal.

6. By completing Registration in an appropriate manner, User agrees for use of his data and information by Administrator for purposes of marketing, information, statistical and publication in such media as Internet, telecommunication nets, press, radio, television, cellular and fixed telephony, where publication in media may only be done in a way that doesn't allow for their connection to name and surname or for direct contact with User. The above agreement includes allowing the Administrator to share personal information with Administrator sub-Service Providers for purposes stated above.

7. During registration, User agrees for storing, processing and use of given data, including electronic address, by Service and Administrator for purposes of advertisement, research of market and consumer preferences and behaviors for purposes of increasing the quality of Service and Administrator services, in accordance with the electronic services statute.

8. Agreement for processing of personal information also includes agreement for Administrator to share data with Service Provider, for purposes stated in this article and to realization of contracts made between Service Provider and User, in case of User choosing the given Service Providers’ services when placing an Order. The agreement also includes entitlement for sharing data with payment institutions, the services of which the given User is using for payment due to Service Provider, including sharing with PayPal in case of such payment choice.

9. The Administrator of personal data is EasySolar Limited company, with offices in Poznań, Obornicka 330, 60-689 Poznań, NIP 972237323, REGON: 301991466, registered in National Court Register kept by Regional Court Poznań - Nowe Miasto and Wilda in
Poznań, VIII Economical KRS Department, KRS 0000405063, with initial capital of 80,000,00 zloty, telephone: +48 570 620 200.

10. Sharing of personal information and acceptance of Privacy Policy by User is voluntary, however they are necessary for purposes of carrying out the Contract of providing services made between User and Administrator.

11. Z uwagi na ust. 8 powyżej, w przypadku nieudostępnienia albo usunięcia przez Użytkownika danych osobowych lub braku akceptacji Polityki Prywatności lub postanowień niniejszego Regulaminu, Administrator zastrzega sobie prawo odmowy świadczenia usług za pośrednictwem Serwisu na rzecz Użytkownika. With regard to statute 8 above, in case of withholding or deleting personal information by User, or lack of acceptation for the Privacy Policy or decisions of present Rules, Administrator reserves the right to deny the User services via the Service.

12. User is obliged to enter valid information during registration to the Service and placing of Order. Detection of invalid data will cause indefinite blockade.

13. User is obliged to update information in registration form every time they change.

Art. 15
Final provisions

1. All disputes that might result with regard to present document will be solved by way of negotiations between sides, who are obliged to act in good will. In case of the above solution proving unsuccessful, dispute will be taken into common courts appropriate to location of Administrator or Service Provider.

2. In all cases not regulated by present Regulations, Polish law applies, in particular: statute from 23 April 1964 Civil Rights (Journal of Laws 1964 no. 16, item 93 as amended), statute from 29 August 1997 on personal data protection and statute from 18 July 2002 on electronic services (Journal of Laws 2002, No. 144, item 1204), and statute from 4 of February 1994 on copyright and related rights (Journal of Laws 2006, No. 90, item 631 as amended).

3. All remarks, opinions, information on breach of Regulations need to be addressed to app@easysolar.co.

4. The recognition of individual provisions of these Regulations in the manner prescribed by law to be invalid or ineffective, shall not affect the validity or enforceability of the remaining provisions of the Regulations. In place of the invalid provision, a rule will be applied closest to the purposes of the invalid provision and whole of present Regulations.
5. The Service Provider and the Administrator reserves the right to change the Regulations, additional regulations, Privacy Policy or add additional terms and conditions at any time, informing the users by indicating the date of the last change at the end of Regulations.

6. In the absence of acceptance of the new Regulations, Privacy Policy or additional terms and conditions referred to in stat. 6 above, the User has the option to withdraw from their acceptance, which will result in termination of the contract between the Administrator or the Service Provider and User, which will in turn lead to the removal of User Account with all the consequences described in the Regulations.

7. Regulations, as well as the Privacy Policy and the conditions referred to in these Regulations and in separate regulations are an addition to contract or contracts entered into by the parties (Administrator and Service Provider and User) and govern the use of the Service by User.

8. In case of conflict between the provisions of the Regulations and the provisions of the rules of use of the various services of the Service, the provisions of these regulations take priority.

9. Administrator and Service Provider reserve the right to change the functioning of the Service, Regulations, Privacy Policy or additional terms in separate regulations at any time at their own discretion. Any changes to the Regulations, Privacy Policy or additional terms and conditions shall enter into force on the date specified in the new Regulations, additional regulations, privacy policy or additional terms, and failing to specify such a date, within 14 (fourteen) days of the publication through the Service.

10. The current version of the Regulations and Privacy Policy is available at the following address: www.easysolar.pl/regulamin/

11. These Regulations come into force on ............. .