

Before using the materials from the www.pocketinspections.com website, the Clients are obliged to get to know the Rules and Regulations.

**RULES AND REGULATIONS OF THE WEBSITE
WWW.POCKETINSPECTIONS.COM**

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I. GENERAL PROVISIONS

1. The online service operating at www.pocketinspections.com is run by Marcin Pawlik who leads his own economic activity called SOLVE-NET – Marcin Pawlik IT services, which is present in the Central Register of Economic Activities of the Republic of Poland kept by the economy minister. The address of the company and delivery address: ul. Stanisława Skarżyńskiego 5/11, **NIP:** 8722252703, **REGON:** 121333825, e-mail address: **info@solvenet.pl**, tel. **+48 660 312 716**.
2. The service operates on the principles set out in the Rules and Regulations.
3. The Rules and Regulations specify the types, scope and the rules for the provision of services offered on the website www.pocketinspections.com for the benefit of the Clients (Registered Users) in an electronic form. It also describes the conditions for concluding and terminating contracts concerning electronic services as well as the procedure of complaint.
4. When undertaking the activities aimed at using the electronic services offered on the website, every Client is obliged to comply with the provisions of this document.
5. All trade names, service names, company names and their logos used on the website belong to their owners and can be used only for identification purposes. They may be registered trademarks. All materials, descriptions and photos presented on the website can be used only for informational purposes.
6. When dealing with matters not covered by the Rules and Regulations document, there shall apply the provisions of the Civil Code, the Consumer Rights Act of May 30, 2014 (Journal of Laws of 2014, item 827), the Act on electronic services of July 18, 2002 (Journal of Laws no. 144, item 1204, as amended), the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws no. 24, item 83, as amended) as well as other relevant provisions of Polish law.

II. DEFINITIONS

1. **REGISTRATION FORM** – a form available on the website which allows to create an Account. The Registration Form allows the client to create the Account that corresponds to him as a specific User.
2. **ACCOUNT** – it is marked with an individual name (login) and password provided by the User (the Client); it is a set of resources in the service provider's IT system in which the User's data is collected.
3. **LICENSE** – a license agreement – within the meaning of Chapter 5 of the Act of Copyright and Related Rights of February 4, 1994 (Journal of Laws no. 24, item 83, as amended).
4. **CONSUMER** – a natural person who performs a legal action with an entrepreneur; the action is not directly related to the person's business or professional activity.
5. **ENTREPRENEUR** – a natural person, legal entity and organizational unit referred to in art. 331 § 1 of the Civil Code, conducting business or professional activity on its own behalf.
6. **RULES AND REGULATIONS** – this document.
7. **WEBSITE** – the website of the service provider available at www.pocketinspections.com
8. **SERVICE PROVIDER** – Marcin Pawlik – SOLVE-NET IT services, ul. Stanisława Skarżyńskiego 5/11, NIP: 8722252703, REGON: 121333825.
9. **CLIENT (USER)** – a natural person, an organizational unit which has no legal personality but is granted a legal capacity or a legal person using the electronic services available on the website.
10. **ELECTRONIC SERVICE** – a service provided by the service provider to the client via the website.

III. TYPE AND SCOPE OF THE ELECTRONIC SERVICES

1. The Service Provider enables Clients to use, via the website, electronic services such as:
 - a) creating reports on local inspections or audits in the form of documents containing text and photos,
 - b) keeping an account on the website,
 - c) using the mobile application for the Android and iOS platforms
2. Services that are provided to Clients via website are carried out in agreement with terms specified in the Rules and Regulations.
3. The Service Provider can post advertising content on the website. This content constitutes an integral part of the Website and all the other the materials presented therein.

IV. RULES FOR PROVIDING ELECTRONIC SERVICES AND CONCLUDING CONTRACTS CONCERNING THE PROVISION OF ELECTRONIC SERVICES

1. The electronic service, specified in Chapter III, point 1, letter a) b) c) of the Rules and Regulations, can be provided to the Client free of charge or in a payable manner.
2. The User may choose either free or paid packages.
3. The User may choose to use the paid package at any time. The characteristics of packages can be found at the website: www.pocketinspections.com.
4. The amount of the fee paid for the paid package is to be discussed individually by the Service Provider and the Client, allowing for the number of devices and their users as well as any other additional functions which the Client wants to implement.
5. If the User selects a paid package, its activation shall take place after the Client pays the invoice.
6. If the User does not pay the invoice in a given period of time, they will have the right to use a free package.

7. The contract concerning the provision of electronic services that consist in running an account is concluded for an indefinite period of time.
8. Technical properties necessary for cooperating with the ICT system used by the service provider are:
 - a) a computer with Internet access,
 - b) access to e-mail,
 - c) Internet browser,
 - d) Cookies and Javascript plugins turned on in the browser,
 - e) for using the mobile application – an electronic device with iOS or Android system and the Internet access.
9. The Client shall use the website in accordance with law and morality, with respect to personal rights and intellectual property rights of other people.
10. The Client can not provide unlawful content.

V. RULES FOR TERMINATING CONTRACTS CONCERNING THE PROVISION OF ELECTRONIC SERVICES

1. Termination of the contract concerning the provision of electronic services:
 - a) A contract concerning an electronic service which is provided continuously and without a specific end date can be terminated.
 - b) The Client can terminate the contract with immediate effect and without indicating reasons through the "delete" button in the Account's administration panel or by sending an appropriate statement via e-mail to the following address: info@solvenet.pl
 - c) The Service Provider may terminate the continuous and indefinite contract if the Customer violates the Rules and Regulations, in particular when they provide illegal content or data that is inconsistent with the actual and legal status. The termination happens after ineffective prior call to cease violations on the specified date. In such a case, the contract expires after 7 days from the date of submitting the declaration of its termination (notice period).
 - d) The termination of the contract leads to the termination of the legal relationship with the effect for the future.
 - e) The Service Provider and the Client may terminate the contract at any time by agreement of the parties.
 - f) The Service Provider may block the User's Account if there is posted content which is illegal, inconsistent with the Rules and Regulations as well as if the Client has any financial arrears against the Service Provider.

VI. COMPLAINT PROCEEDINGS

1. Any complaints connected with the provision of electronic services:
 - a) the complaints should be imposed via e-mail at: **info@solvenet.pl**
 - b) in the e-mail, the User should provide as much information on the circumstances regarding the subject of the complaint, that is the type and date of the occurrence of the irregularities. The Client should also provide contact details. The information provided will significantly simplify and speed up the response to the complaint made by the Service Provider.
 - c) The Service Provider shall respond to the complaint immediately, within 14 days from the date of imposing the complaint.

- d) The Service Provider responds to the complaint sent by the Client to the Client's e-mail address provided in the complaint form or in any other way in which the Client decided to contact them.

VII. WITHDRAWING FROM THE CONTRACT

1. The Client, being a Consumer, who signed the distance contract may withdraw from it without giving reasons, by submitting a relevant statement in writing within 14 days from the date of signing the contract.
2. If the Client withdraws from the contract, the contract is considered as void and the Client is released from any obligations. What the parties have rendered is returned unchanged, unless the change was necessary within the limits of ordinary management. The return should take place immediately within 14 days from the withdrawal.

VIII. INTELLECTUAL PROPERTY

1. Except from the information posted by the Clients, all the content available on the website www.pocketinspections.com come under the intellectual property protection and are owned by Marcin Pawlik SOLVE-NET IT services company, ul. Stanisława Skarżyńskiego 5/11, NIP: 8722252703, REGON: 121333825. The Client bears full responsibility for the damage they make to the Service Provider by using any of the content available at the website without the consent of the Service Provider.
2. The use of any elements making up the content of the website without the consent of the Service Provider is a violation of the copyright of the Service Provider and results in civil and criminal liability.
3. The website owner reserves the right not to publish any description or photo provided by the Client if this content violates the provisions of Rules and Regulations or generally applicable law regulations.

IX. FINAL PROVISIONS

1. The Service Provider is not responsible for liabilities incurred by the Users.
2. The Users bear full responsibility for breaking the law or the occurrence of any damage caused by their actions made on the website, in particular: providing untrue data, disclosing classified information or other secrets protected by law, violating personal rights or copyrights, processing personal data of other service users in contrary with the purposes specified by the website owner, as well as violating the provisions of the Act on the Protection of Personal Data.
3. Contracts concluded via the website are concluded in accordance with Polish law.
4. Any changes made in the Rules and Regulations by the Service Provider are binding for the Client, providing that the Client received the information about the changes and did not terminate the contract within 14 days from the date of receiving this information.
5. Any disputes arising between the Service Provider and the registered Users shall be resolved through negotiation, with the intention of amicable settlement of the dispute. However, if the settlement will not be possible or satisfactory for any of the parties, the disputes shall be dealt with by the appropriate court (acc. to the point 6 of this chapter).
6. Resolving disputes by the Court:
 - a) any disputes arising between the Service Provider and the Client (being a Consumer) shall be submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure of November 17, 1964 (Journal of Laws no. 43, item 296, as amended).

- b) any disputes arising between the Service Provider and the Client who is not a Consumer shall be submitted to the competent court according to the office address of the Service Provider.
- 7. The Client who is a Consumer is also enabled to use extrajudicial methods of dealing with the disputes, in particular: submitting a request for mediation or application for review of the case by the arbitration court after completing a complaint procedure (the application available at: <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection is available on the website: http://www.uokik.gov.pl/wazne_adresy.php#faq596. The Consumer may also take advantage of the free assistance provided by the powiat (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection. Out-of-court claims after the complaint procedure is free.
- 8. In order to resolve the dispute amicably, the Consumer may, in particular, file a complaint via the ODR (Online Dispute Resolution) online platform available at: <http://ec.europa.eu/consumers/odr/>.