

## **TERMS AND CONDITIONS OF IMAGE4YOU APPLICATION**

### **§ 1**

#### **General provisions**

1. These terms and conditions determine:
  - a) the principles of use of the mobile application IMAGE4YOU (hereinafter in these T&C referred to as "the application") owned by Janusz Ciosek (Ciosek) conducting business activities under the name Przedsiębiorstwo Produkcyjno-Handlowo-Usługowe JANUSZ CIOSEK Wielka Reklama, Tax Identification Number: 8320002720 REGON (business registration number): 730018779, ADDRESS: UL. WOJSKA POLSKIEGO 45, 98-300 WIELUŃ, POLSKA,
  - b) rights and obligations of IMAGE4YOU and users, both registered and not registered - IMAGE4YOU provides services within the application according to the Terms and Conditions.
2. Use of the application is covered, in the scope concerning selling products and services, by provisions of the Act of 2.03.2000 on protection of some consumer rights and the liability for damage caused by a hazardous product (Journal of Laws of 2012 item 1225 as amended) and other acts governing the issues of selling products and services at a distance and in consumer trade within the scope stipulated by these acts.
3. Use of the application is free of charge and commences upon its installation on a mobile device. Payment for ordered services or products is always specified in detail in the summary of the order and proceeds according to regulations of the operator handling the transactions.
4. Use of the application means a consent to the T&C provisions. Each user is obliged to become familiarized with the content of T&C when beginning to use the application. The user who does not express consent to the provisions of the regulations should stop using the applications and uninstall it from a mobile device.
5. IMAGE4YOU, as a part of the application, does not provide telecommunication services as defined by the Act of 16 July 2004 Telecommunication law (Journal of Laws of 2004 no. 171 item 1800 as amended), and in connection with the above any complaints associated with this type of services should be sent by the user to the telecommunication operator the services of whom are used.

### **§ 2**

#### **Application**

The application enables the users to subject pictures taken using the camera of a mobile device where the application is installed or pictures selected from the memory of described device to advanced graphic processing (framing, adding specialized filters, stickers or any short texts and information about location etc.), saving the processed picture and sharing it in social networking sites, as well as submission of order for products or services available in it, consisting in printing out the picture in various available sizes and configurations, on various types of carriers with delivery to the designated address.

### **§ 3**

#### **Definitions**

1. IMAGE4YOU - Przedsiębiorstwo Produkcyjno-Handlowo-Usługowe JANUSZ CIOSEK Wielka Reklama, Tax Identification Number: 8320002720 REGON (business registration number): 730018779, ADDRESS: UL. WOJSKA POLSKIEGO 45, 98-300 WIELUŃ, POLSKA;
2. The User – anyone, i.e. natural person having full capacity to conclude legal acts, a minor and/or person not having full capacity to conclude legal acts (subject to obtaining the consent of the statutory representative), legal person (provided that one natural person is indicated as the user), who will download and install the application on his/her device regardless of registration;
3. Order - means conclusion of the contract between IMAGE4YOU and the user, the contract is concluded at the moment of confirmation of the fact of accepting the order to the user;
4. Delivery - means the actual activity consisting in delivery to the user or a person indicated thereby, by IMAGE4YOU, via the Provider, of the product or the object of the service specified in the order;
5. The Provider - means an entity, with which IMAGE4YOU cooperates with regard to Deliveries of offered products or services;
6. Registration - means the actual activity performed in a manner specified in the Terms and Conditions, required for submission of orders in the application by the User;
7. Service – means printing out a picture or pictures in various available sizes and configurations, on various types of carriers;
8. Product - means a mobility offered by IMAGE4YOU via the application;

#### **§4**

#### **Technical requirements**

Use of the application requires the user to have a mobile device connected to the Internet, compatible with operating system iOS in version 8.0 or newer or Android in version 4.0 or newer and to download the application from the chosen store with mobile applications, as well as to install the application on his/her mobile device.

#### **§5**

#### **Reservation concerning use of the application**

1. Use of the application may be dependent on installation of relevant software required by the operating system provider, under which the mobile device of the User operates, or its updates.
2. For the correct operation of the application it may also be necessary to install updates or patches for the application provided by IMAGE4YOU.
3. Costs of connection of a mobile device with the Internet result from the contract between the user and the proper telecommunication operator.
4. The User acknowledges that in some places due to low quality of Internet connection or its lack, the application may not work correctly or may be inaccessible.

#### **§6**

#### **Intellectual property and licenses**

1. IMAGE4YOU has any intellectual property rights to the application; in particular, IMAGE4YOU has the rights to the name, domain, graphic layout and any other creative elements of the application.
2. Upon installation of the application on a mobile device of the user, IMAGE4YOU grants to the user a non-exclusive and temporally unlimited license for using the application and its resources for viewing its contents and submission of orders. IMAGE4YOU reserves the right to terminate the license without notice, in the case of breach by the user of the provisions of the present Terms and Conditions.

## **§7**

### **Use of the application**

1. Use of the application is voluntary.
2. The application is intended for natural persons having full capacity to conclude legal acts. The User may also be a minor and/or person not having full capacity to conclude legal acts, subject to obtaining the consent of the statutory representative. A legal person may have its own profile provided that one natural person is indicated as the user.
3. Submission of orders through the application is possible only for users logged in after registering. IMAGE4YOU encourages the users to register in the application. Some services or elements of the application may be available only for registered users.
4. In order to register, the user should state his/her active e-mail address, first name, surname, contact phone number, address details and a unique password, and well as undergo the verification procedure as indicated by IMAGE4YOU.
5. In the case of a positive registration. IMAGE4YOU will create the user profile, in which it will store user's configuration settings and data specified by him/her during registration. These data will be invisible for other users.

## **§8**

### **The scope of actions of IMAGE4YOU, as a part of the application**

1. IMAGE4YOU may post, in the application, advertisements and other elements of promotion of goods and services, also those of third parties.
2. IMAGE4YOU makes any efforts for the application to work correctly, but does not guarantee their constant availability. IMAGE4YOU may temporarily suspend operation of the application when it is necessary in order to remove a failure or improve its operation.
3. IMAGE4YOU reserves the right to remove a profile inactive for the period of six months.
4. IMAGE4YOU reserves the right to interfere with the user profile in order to remove an inconsistency in the functioning of the application, as well as disturbances or problems in the functioning of the profile.
5. Any attempts of breaking in the application, breaking the codes and using them contrary to the Terms and Conditions, can entail, without prior notification, irreversible blocking of access to the application and appropriate legal steps.
6. IMAGE4YOU reserves the right to terminate the provision of services of the site or the application.

## **§9 Orders and payment**

1. For the user to order services or products in the application, it is necessary to perform the following steps:
  - a) Selection of products or services from the offer of IMAGE4YOU and indication of their number or detailed parameters from the list, when a product or service may be personalized upon request of the user. Products or services selected by the user are, on a current basis, displayed in the basket of orders, to which the user may at any time add a new product or from which it may remove the previously selected product;
  - b) If the user confirms compliance of the list of products or services with the previous choice, he/she will be asked to select the provider;
  - c) Selection of one of the below payment methods.
  - d) Upon fulfilment of all steps indicated above by the user, the order will be accepted for implementation.
2. IMAGE4YOU uses only verified providers whose list is shown in selection boxes when placing the order.
3. IMAGE4YOU reserves that deliveries of products are made only to the addresses indicated in the order form.
4. IMAGE4YOU reserves the possibility of telephone or e-mail confirmation of the placed order to the phone number or e-mail address indicated by the user during submission of an order.
5. Prices shown in the application, placed at a given product or service are gross prices and do not contain the information on costs of delivery and any other costs that the User shall be obliged to bear in connection with the submitted order, about which he/she shall be informed during submission of this order and when selecting the method of delivery.
6. The Customer may choose the form of payment for the ordered products or services from among proposals visible in selection boxes at a proper stage of order submission.
7. Any liability with regard to payments made is borne by operators handling the transactions within the scope stipulated by the commonly binding law and own terms and conditions.

## **§10 Protection of personal details**

1. The Administrator of personal data of the Users is IMAGE4YOU, which processes personal data of the Users in accordance with the Act of 29 August 1997 on Personal Data Protection (uniform text, Journal of Laws of 2002 No. 101, item 926 as amended).
2. Personal data included in the registration form and the order form are processed by the administrator in order to receive orders and implement contracts with the user, pursuant to the regulations of the Act on personal data protection mentioned in passage 1, as well as the provisions of Privacy Policy and the Personal Data

Protection Policy valid at IMAGE4YOU.

3. The Administrator may also process these data for its own justified purposes, involving conducting direct marketing of own products and services. Acceptance of the provisions of these Terms and Conditions is tantamount to the consent for sending commercial information to the users by means of electronic communication (e-mail, SMS), pursuant to the provisions of the Act on personal data protection mentioned in passage 1.
4. The Administrator has the right to make the provision of its services and use of the application dependent on verification of personal data of the user.
5. The user has the right to access his or her data at any time, and also has the right to correct them and demand their removal.
6. The user is obliged to specify correct data in the form as also to update them.
7. In the case of doubts as to correctness or validity of data specified by the user in the registration form, the Administrator may block the profile until clarification of this matter.
8. The Administrator may share personal data of the users only with competent public authority and judiciary bodies acting on the basis and within the scope of legal regulations or with third parties, if the obligation of sharing the data upon their request results from legal regulations.

## **§ 11**

### **Obligations of the users**

1. Every user may have only one profile and cannot share it with other people or use a profile belonging to a different person
2. The user undertakes to refrain from actions which may hinder or disturb operation of the site or the application. In the case of observing commitment of such actions by the user, regardless of other actions, DP has the right to block the profile.
3. The user undertakes to:
  - a) comply with the law and good customs,
  - b) not to submit untrue orders,
  - c) settle financial receivables for the placed orders.
4. The user declares that any contents, including personal data of the user, as well as entities indicated thereby as addressees of deliveries, placed by him/her in the application, are true and do not violate any rights of third parties.
5. The user declares that personal data of entities indicated thereby as addressees of deliveries, are placed by him/her in the application with prior approval of these entities, at his/her sole responsibility and risk.
6. It is forbidden to use the applications in a manner inconsistent with their intended use. It is forbidden to send spam and non-ordered commercial information and to practise commercial, advertising or promotional activity.
7. It is forbidden to copy parts or the whole of the site or application or to use them for the user's gainful purposes.

## **§12**

### **Termination of provision of services**

1. IMAGE4YOU reserves the right to block or remove a profile of the user, whose

actions violate the Terms and Conditions.

2. In the case of blocking the profile by IMAGE4YOU, creation of a new profile by the user requires prior approval of IMAGE4YOU
3. The user may at any time end use of the application, which requires removal of the profile and uninstallation of the application from his or her mobile device
4. The Administrator may demand the user to change the password.

### **§ 13 Complaints**

1. Complaints concerning functioning of the application may be reported by the user to IMAGE4YOU to the following address: e-mail office[at]IMAGE4YOU.eu or in writing to the address of IMAGE4YOU. A complaint should contain at least the e-mail address of the user and the exact description the actual condition.
2. Complaints concerning order processing may be reported by the user to IMAGE4YOU to the address designated above or in writing to IMAGE4YOU. A complaint should contain at least the e-mail address of the user and the exact description the actual condition.
3. Complaints will be examined immediately, however not later than within 14 days. The user will be informed about his/her complaint via e-mail or by letter depending on the form of reporting the complaint selected thereby.

### **§ 14 Change in the Terms and Conditions**

1. IMAGE4YOU is entitled to introduce changes in the Terms and Conditions, with effect for the future for the following valid reasons:
  - a) a new functionality of the application is introduced, and cannot be used on the basis the previous T&C ,
  - b) change is forced by legal regulations,
  - c) the previous functionality of the application is changed, in particular in order to increase comfort or facilitate use of the application.
2. In the case of any changes in T&C the user has the right to resign from services with immediate effect. The resignation procedure is described above.

## **PRIVACY POLICY FOR IMAGE4YOU MOBILE APPLICATION**

### **Administrator and owner of personal data:**

Przedsiębiorstwo Produkcyjno-Handlowo-Usługowe JANUSZ CIOSEK Wielka Reklama  
NIP (tax identification number): 8320002720 REGON (business registration number):  
730018779

ADDRESS: UL. WOJSKA POLSKIEGO 45, 98-300 WIELUŃ, POLSKA

EMAIL: OFFICE[at]IMAGE4YOU.EU

### **Basic information regarding personal data processing:**

Data Administrator - Przedsiębiorstwo Produkcyjno-Handlowo-Usługowe JANUSZ CIOSEK Wielka Reklama, pays special attention to protection of privacy of Users of IMAGE4YOU application. The Data Administrator, with particular diligence, selects and applies appropriate technical and organizational measures ensuring the protection of processed personal data. The Data Administrator protects data against their disclosure to unauthorized persons as well as against processing in violation of the binding legal regulations exercising constant control over the process of processing the data, and limiting access to the data to the greatest possible extent. The Users' data collection is submitted for registration to the Inspector General for Personal Data Protection and is registered in the national register of personal data collection. The Data Administrator has introduced and implements, as part of its organization, the Personal Data Protection Policy. The Data Administrator assures that its primary objective is to ensure, to the Users of the application, protection of privacy at the level at least corresponding to standards specified in binding legal regulations, in particular in the act of 18 July 2002 on electronic provision of services, hereinafter referred to as "the Act on electronic provision of services", the Act of 29 August 1997 on personal data protection, hereinafter referred to as "the Act on personal data protection" as well as the telecommunication law.

### **Collected data:**

The application collects some personal data from its users, stored for a period necessary to render the service required by the User, or for the period specified by the objectives described in this document. The user may always ask the Data Administrator to suspend or remove the data.

### **Collected data types:**

The types of personal data collected by this application, on its own or via third parties, are: E-mail, phone no., full name of the user, his/her address of residence, geographic location. Personal data may be freely delivered by the User or collected automatically when using

the application. Any use of monitoring instruments - by this Application or by owners of third party services used by this Application, unless indicated otherwise, are used for identification of the Users and saving their preferences, only to provide services required by the System User. Not sharing some personal data may prevent the Application from provision of services. The User shall bear responsibility for Personal Data of third party services published or made available by this Application and declares the right to communication with them or to sending to them, exempting the Data Administrator from any liability in this respect.

**Place of data processing:**

Data are processed in offices of the Data Administrator and in other places containing sites related to processing. For more information, it is necessary contact the Data Administrator.

**Methods of processing:**

The Data Administrator processes Users' Data in an appropriate manner and undertakes appropriate safety measures to protect against unauthorised access, disclosure, modification or unauthorised destruction of data. Data are processed by means of computers and/or IT tools, in accordance with organizational procedures and ways strictly related to the specified objectives. Apart from the Data Administrator, in some cases, data may be available to specific persons responsible for operation of the site (administration, sale, marketing, legal system, system administration) or external entities (such as technical, postal, financial service providers). Information on these sites can be obtained from the Data Administrator.

**Use of gathered data:**

Data relating to the User are collected in order to allow the Application to provide the services as well as access to accounts of third parties, and Interactions based on location. Users' Data may be made available to entities authorized for receiving them, under binding legal regulations, including to competent judiciary authorities. In the case when the Data Administrator obtains information on the User using the Application not in line with the Terms and Conditions or valid regulations, the Data Administrator may process personal data of the User in the scope necessary to determine his/her liability, provided that it saves, for evidence purposes, the fact of obtaining and the content of these messages.

**Facebook rights required by the Application:**

This application may ask for several Facebook rights enabling performance of activities related to the user account on Facebook and search for information in it, including Personal Data. To obtain more information on the following rights, read the Facebook rights documentation and Facebook privacy policy.

**Google+ rights required by the Application:**

This application may ask for several Google+ rights enabling performance of activities related to the user account on Google+ rights and searching for information in it, including



Personal Data. To obtain more information on the following rights, read the Google rights documentation and Google privacy policy.

**Personal data collected for access to accounts of third parties:**

They apply to services that enable for the Application access to data from accounts of services of third-party companies and performance of actions using them. These services are not activated automatically and require explicit authorization by the User.

**Additional data about data collection and processing:**

Apart from information contained in this privacy policy, this Application can provide the User with additional and contextual information concerning specified services or gathering and processing of Personal Data upon request. For the purposes of operation and maintenance, this Application and any other third party services can download files constituting the record of interactions with this Application or use other Personal Data for this purpose.

**Information not stipulated in the present policy:**

More details concerning collection or processing of Personal Data can be obtained from the Data Administrator at any time. Contact details can be found at the beginning of this document.

**Rights of the users:**

The users have the right, at any time, to find out whether their Personal Data were stored and consult the Data Administrator to find out about their contents and origin in order to check their accuracy or request their supplementation, cancellation, update or improvement, or to transform to anonymous form or to block any data stored with breach of law, as well as to oppose using them for any justifiable reasons.

**Changes in this Privacy Policy:**

The Data Administrator reserves the right to introduce changes in the present privacy policy at any time by notification of its Users on this website. It is recommended to check this site often, paying attention to the date of the last modification. If the User objects to any change in this policy, he/she must stop using this Application and may request the Data Administrator to remove the Personal Data. Unless it is marked otherwise, the up-to-date privacy policy applies to all Personal Data of the Users possessed by the Data Administrator.

**Legal information for users in Europe:**

This privacy policy has been prepared in order to fulfil the obligations resulting from Article 10 of Directive no. 95/46/EC and in accordance with the provisions of Directive 2002/58/EC, amended by directive 2009/136/EC. This privacy policy refers solely to this Application.