

EYESITY.COM REGULATIONS

§ 1

GENERAL PROVISIONS

1. These Regulations define the terms, conditions, and how to provide services electronically in accordance with the provisions of the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws of the Republic of Poland No. 144, item. 1204, as amended) By **LENSYSTEM LENKOWSCY GENERAL PARTNERSHIP (LENSYSTEM LENKOWSCY SPÓŁKA JAWNA)** headquartered in Środa Wielkopolska, via the **EYESITY.COM** website hereinafter referred to as the Website.
2. The entity providing the Service to the Users is **LENSYSTEM LENKOWSCY GENERAL PARTNERSHIP** headquartered in Środa Wielkopolska, **NIP (VAT Identification Number): 7861698566, REGON (CRO certificate number): 302187565** entered in the National Court Register (KRS) kept by the Poznań Nowe Miasto and Wilda District Court in Poznań, VIII Commercial Department of the National Court Register under the number **0000429239**.
3. Copying or publishing the present Regulations or parts thereof without the written consent of the Service Provider is prohibited.
4. The Service Provider makes the Regulations available for free before entering into a contract for the provision of services in a way that allows the acquisition, reproduction and consolidation of its content via the communication system used by the User.
5. The Service Provider provides services electronically in accordance with the Regulations.
6. The condition of using the Service is to familiarize with and accept these Regulations.

§ 2

DEFINITIONS

The vocabulary and phrases used in these Regulations have the following meanings:

1. **Controller of the personal data** – means **LENSYSTEM LENKOWSCY GENERAL PARTNERSHIP (LENSYSTEM LENKOWSCY SPÓŁKA JAWNA)** headquartered in Środa Wielkopolska, **NIP (VAT Identification Number): 7861698566, REGON (CRO certificate number): 302187565** entered in the National Court Register (KRS) kept by the Poznań Nowe Miasto and Wilda District Court in Poznań, VIII Commercial Department of the National Court Register under the number **0000429239**.
2. **Blocking Application** – is a program for monitoring and blocking the defined activities on the computer. The Blocking Application collects the information about the time you start your computer, the time spent on using various programs and websites,

attempts to disable and block activities such as starting the specified programs or opening the specific websites.

3. **Consumer** - means a natural person making a legal action not directly related to his/her business or professional activity, using the Services provided by the Service Provider through the Website.
4. **User Account** - means the panel individual for each User, having a unique name (login) and a password run by the Service Provider for the User after the Registration.
5. **Login** – means an individual User’s ID (the User’s e- mail) required along with the password to provide services under the Account.
6. **Subscription fee** – is paid in advance by the Customer for the Service in the amount specified by the Service Provider price list posted on the Website.
7. **Regulations** – mean these terms and conditions of the Website.
8. **Registration** – means the procedure for setting the User Account specified in the Regulations, required for the User to use the Services available on the Website.
9. **Service** – means the services provided to the User by the Service Provider, for payment or free of charge, related to the functioning of the Service.
10. **Service Provider** – means **LENSYSTEM LENKOWSCY GENERAL PARTNERSHIP (LENSYSTEM LENKOWSCY SPÓŁKA JAWNA)** headquartered in Środa Wielkopolska, **NIP (VAT Identification Number): 7861698566, REGON (CRO certificate number): 302187565** entered in the National Court Register (KRS) kept by the Poznań Nowe Miasto and Wilda District Court in Poznań, VIII Commercial Department of the National Court Register under the number **0000429239**, which is the owner of the Website.
11. **User** – means a Consumer who has accepted the terms and conditions of the Regulations and made the Registration, by which the User Account was created for him, and as a result he uses the Services provided electronically on the principles set out in the Regulations.
12. **Website** - means the website where the Service Provider keeps the Internet Service, working as www.eyesity.com.
13. **Provision of electronic services** – means the performance of the Services at a distance, i.e. without the simultaneous presence of the parties within the meaning of the Act of 16 July 2004 - Telecommunications Law.

§ 3

CONDITIONS AND EXTENT OF THE SERVICES

1. Under these Regulations the Service Provider provides electronically to the Users having the User Account the Services consisting of operating the User Account and sharing the Blocking Application.
2. The Service of operating the User Account is free.

3. After the Registration and creating the User Account the User accesses the 7-day free Blocking Application. After the expiration date, the User wanting to continue using the Blocking Application makes a payment for the provided Services through the provider implementing electronic payments.
4. The User directly before the payment will be informed about the amount for which the payment is to be made, about how to carry it out and about the data of the provider performing the payment.
5. The detailed rules for making payments through the operators that provide electronic payments are available on the website of the operator.
6. When making the payment through the electronic payment service provider (bank transfer), the User should follow the instructions given by the operator.
7. The Service Provider does not collect and store the User's identification data associated with the implementation of the payments, such as credit card data, the access to data transaction systems, nor in any other way affects the payments made by the User.
8. After the successful payment through the electronic payment provider, the information about the payment shall be sent to the electronic address provided by the User.
9. For each paid order the Service Provider issues a VAT invoice, which is sent to the address of the User. During the Registration the User can agree to receive VAT invoices in an electronic PDF file format, which can be generated at any time in the User Account's management panel.
10. The consent may be revoked at any time by sending to the Service Provider's email address contact@eyesity.com an appropriate declaration of will.
11. The User Account is suspended:
 - a) after the expiry of the period for which the User has purchased the access to the Blocking Application;
 - b) after 7 days from the expiry date of the access to the free Blocking Application (§2.2) for not buying the access to the Blocking Application by the User.
12. The User may at any time make a payment and thereby activate the suspended User Account.

§ 4

REGISTRATION

1. In order to use the Services of the Website, the User is obliged to create the User Account.
2. The User Account will be created by proper filling out the registration form found on the Website of the Service Provider, and sending it electronically to the Service Provider, or by filling out the form correctly when trying to run the Blocking Application.

3. By creating the User Account and a declaration of will to familiarize with the Regulations (which is made by ticking the appropriate box in the ICT system which is the part of the Service) the User makes a declaration of will that he agrees for providing the Services electronically, in accordance with the provisions of the Regulations and consents to the processing of the personal data in order to carry out the Services for him and for statistical purposes; the User is entitled to inspection, verification and modification of the data, as well as their removal in accordance with the Act of 29 August 1997 on the Protection of Personal Data and the Act of 18 July 2002 on electronic services.
4. In order to register and create the Account, the User must fill in all the fields of the registration form found on the Website (except for those marked as optional) truthfully. The User is the person responsible for the accuracy of the information contained in the registration form.
5. During the Registration the User may be required to provide personal information, which may include:
 - a) name
 - b) e-mail address
 - c) password.
6. The completed registration form, approved by the Client, shall be recorded in the Service Provider's computer system.
7. After completing and confirming the veracity of the data in the registration form, an email asking the User to confirm the Registration by clicking on the activation link will be sent to the given e-mail address.
8. As a result of the correct Registration, the Service Provider creates the User Account assigned to the email address specified in the registration form. The User gets the access to the Account after providing the e-mail address and the password (login).
9. The User can make changes to the data provided during the Registration (except for the Login) at any time by logging on to the User Account.
10. The User can also delete the User Account or report such a request to the Service Provider, who undertakes to remove it within 14 days of the date of the request.
11. The User is obliged to make his best efforts to keep the Account confidential and not to disclose the password to third parties.
12. If there is a suspicion that the password for the User Account may be in the possession of an unauthorized person, the User is obliged to inform the Service Provider about this immediately. At the same time, the User is obliged to change the password, using the User Account.

§ 5

WITHDRAWAL FROM THE AGREEMENT

1. In accordance with the Art. 10 Paragraph 3 of the Act of 2 March 2000 on the protection of certain consumer rights and liability for damages caused by a hazardous product, the User agrees to the commencement of the Services by the Service Provider within 10 days of the date of the agreement.
2. The User declares that he is aware that the consent to the commencement of the Services referred to in Subparagraph 1 above is equivalent with the exception of his right to withdraw from the contract within 10 days of the date of its conclusion.

§ 7 COMPLAINTS

1. The User has the right to make a complaint regarding the Services provided by the Service Provider, as part of the Website.
2. Complaints may be submitted in writing to the Service Provider or in an electronic form to the Service Provider's e-mail: contact@eyesity.com
3. The Service Provider shall immediately, not later than within 14 (fourteen) days, address the complaints reported by the User and inform him about the methods of dealing with the complaints.
4. The complaint should contain at least a description of the reservations, and contact data, including the e-mail address. If the User has the User Account, he should indicate the Login in the warranty claim.
5. The User has the right to vindicate the claims arising from non-performance or improper performance of the Services in court.

§ 8 RIGHTS AND OBLIGATIONS OF THE USER

1. The User using the Services agrees to:
 - a. comply with the provisions of these Regulations;
 - b. make every effort to maintain confidentiality and not make available both the User's Account and Password to third parties;
 - c. not use the Accounts of other Users;
 - d. act honestly and fairly in relation to other market participants, in particular, give true and not misleading information;
 - e. inform the Service Provider about the changes to the User's data submitted during the Registration.
2. By using the Services, the User cannot:
 - a. violate the applicable law;
 - b. use the Services in a manner inconsistent or wrong with their aim; the violation of legal and moral standards is in particular an illegal action;

- c. violate the privacy of others, primarily through the collection, processing and dissemination of the information about other Users, or publishing their image without their explicit consent;
- d. commit the actions that could impede or interfere with the principles of providing the Services, as well as activities involving the destruction, alteration, removal, damaging, obstruction of the access to the data of other Users;
- e. take action to the detriment of the Service Provider and others, including the infringement of copyrights and rights arising from the registration of inventions, patents, trademarks, utility models and industrial applications.

§ 9

RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider undertakes to provide the Services to the User with due diligence.
2. The Service Provider is responsible to the Users in the event of non-performance or improper performance of the Services on general principles.
3. The Service Provider shall not be liable for any interference in the use of the Website due to reasons attributable to the User, in particular in the case of the intentional loss of the password by the User, unless the loss of the password by the User occurred due to the reasons by the Service Provider or the reasons for which the Service Provider shall be responsible.
4. The Service Provider reserves the right to place in any part of the Website advertising content in the forms used on the Internet.
5. The Service Provider reserves the right to change the provisions of these Regulations.
6. The Service Provider shall notify the Users of changing the Regulations by sending a notice to the User's e-mail.
7. The User who does not accept the new contents of the Regulations shall be obliged to notify the Service Provider thereof within 14 days of being informed of the modification. No opposition for the new contents of the Regulations within the time limit mentioned above is tantamount to the acceptance of their revised version.
8. Lack of the acceptance of the new version of the Regulations is tantamount to the termination of the agreement on electronic services in accordance with § 10 below.

§ 10

TERMINATION OF THE AGREEMENT

1. Each party has the right to terminate the agreement on the provision of electronic services without giving a reason at any time.

2. The termination occurs by submitting a request to the other side to the e-mail address contact@eyesity.com either by self-selecting the appropriate option in the User Account in the Account's management panel.
3. After the request, the User Account is blocked without the possibility of re-login. The Service Provider removes the User Account within 14 days of the receipt of the notification.
4. When the User Account is deleted, all the data stored in the system are removed.
5. The termination of the agreement on the provision of electronic services by the Service Provider is made by sending the information concerning the termination of the contract to the e-mail address given by the User during the Registration. The agreement shall be terminated with the end of the notice period of 14 days.
6. In the event of the flagrant violation of the provisions of these Regulations by the User, the Service Provider has the right to terminate the Service immediately.
7. In the event of the termination of the agreement by the Service Provider, the User shall be entitled to demand the reimbursement of the unused part of the subscription fee in an amount proportional to the unused period of the Services.

§ 11

PRIVACY POLICY

The information regarding the personal data and Cookie files are on the Website in the "Privacy & Cookies" tabs.

§ 12

FINAL PROVISIONS

1. The Regulations are applicable from the date of their publication on the Website.
2. The Regulations are available in Polish and English.
3. To all matters not regulated in the Regulations of the provision of electronic services, in particular to make declarations in an electronic form, the provisions of the Civil Code and other generally applicable laws shall apply.
4. The Service Provider makes the Regulations available to the User free of charge.
5. The content of the Regulations can be fixed by printing, copying to a storage device or downloading it at any time from the Website.
6. The law applicable to the settlement of any disputes arising under these Regulations shall be governed by the Polish law.
7. Any disputes arising from these Regulations will be resolved by the parties before the competent common court.