
REGULATIONS OF USING THE "SARE" SYSTEM

I. GENERAL PROVISIONS

1. SARE spółka akcyjna (hereinafter: SARE) – System owner – with its registered office in Rybnik, at ul. Raciborska 35a, entered in the National Court Register by the District Court in Gliwice under number 000369700, holding tax identification number NIP: 642-28-84-378, with share capital of PLN 229.155,10
2. System – SARE system posted on the Internet at www.newsletter.pl, accessible to all Users. The System includes tools used for automatic dispatch of e-mails.
3. The rules of using the System, in particular including Users' rights and obligations, are set forth in these regulations, hereinafter referred to as the "Regulations".
4. User – a natural person with legal capacity, a legal person or an organisational unit without legal personality attributed with legal personality by law that meets the requirements of the Regulations and has correctly completed Registration.
5. Registration – a procedure related to opening an Account in the Service.
6. Account – maintained by SARE for the User under a unique name (login) providing Users with possibility to log to the System, send messages and use all functions of the System, subject to the rules set forth in the Regulations.
7. UID – individual number under which the Account of a specific User is maintained in the System.
8. Login/e-mail – means User's individual ID required for identification and access to the System.
9. Password – means a string of characters selected by the User to protect access to the Account. The first Password is the code received by the User in a control SMS. When using the System, the User may change the Password.
10. Price Plan – means a list of monthly fees for using the System subject to the number of e-mail messages in the User's address base.
11. Test Account – provides for import to the System of 500 addresses and sending no more than 2500 e-mails monthly. Unless specified otherwise, the provisions of the Regulations referring to the Account shall be interpreted as referring also to the Test Account.
12. Control SMS – a text message sent to the potential user in the process of Registration to the GSM number provided by him/her, containing the password required for correct completion of the Registration process.

II. USING THE SYSTEM

13. When Registration is completed, an agreement is concluded between the User and SARE (hereinafter: the Agreement) covering the possibility to use the System subject to the Regulations.

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email: biuro@sare.pl

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tel.: +48 22 121 00 60
email: nb@sare.pl

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14. The Registration requires that the potential user provides his/her e-mail address, GSM telephone number and other details required to identify the User.

15. The System is provided with tools supporting dispatch of electronic commercial messages.

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16. Access to the System is possible in two options: a) test option, b) paid option.

17. The User will be able to select the option to use the System on-line – over the web site when opening the Account.

18. Using the System, the User will be entitled to: import and store data, create campaigns and send messages, perform Internet research.

19. In order to use the System to send e-mail messages, the form available in the System has to be completed and payment form selected. When the amount due for the selected packet is paid, the Account will be activated for the selected packet.

20. SARE grants the User a non-exclusive licence to use the System, solely to the benefit of the User and to the benefit of its customers (or potential customers), subject to the Regulations.

21. In particular the User may not:

a) use the System breaching the law, in particular the Act of 18 July 2002 on the provision of electronic services,

b) use the System contrary to good practices,

c) import to the System e-mail addresses and data of other persons who have not provided their express consent to the User to receive commercial e-mail messages; the consent may not be presumed or implicit. When such consent is revoked, the User may not send commercial messages to person who revoked their consent.

d) send messages with the System that as understood by SARE constitute unsolicited commercial information (or Spam). Spam shall be understood by SARE – with reference to e-mail and SMS messages – unwanted or unsolicited commercial information within the meaning of the Act of 18 July 2002 on the provision of electronic services.

It is solely permitted to send e-mail and commercial messages over the System to persons and entities that have provided their written or electronic consent and have not revoked their consent subsequently.

Upon each request by SARE, the User shall be obliged forthwith, however within maximum 24 hours, prove to SARE that it holds consent of a given person or entity to receive electronic commercial information.

22. It is prohibited to import telephone numbers, e-mail addresses or databases to the Account or the System that the User has purchased.

III. RIGHTS AND OBLIGATIONS OF SARE

23. SARE declares that the data provided by the User is confidential and may be disclosed solely to authorised entities subject to the applicable law.

24. SARE shall exercise due diligence to ensure correct and uninterrupted functioning of the System.

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25. SARE shall be entitled to make periodic technical interruptions to functioning of the System at a time that is least onerous to Users. SARE will notify Users of the time and duration of such technical interruption minimum two days in advance, to the e-mail addresses designated by User at Registration.

26. Without prior notification to Users, SARE shall be entitled to stop or interrupt access to / operation of the System if that is due to a need to repair, modify, extend or maintain the equipment or installed software or for reasons independent of SARE.

27. SARE is not able to guarantee receipt of messages by addressees and thus may not be held liable for damage, lost data, information or revenues as a result of failure to deliver messages to addressees, delays in delivery, etc.

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28. If the User has not concluded a separate agreement with SARE for the management of data sets collected in the System, SARE may not be held liable for any financial losses suffered by the User as a result of data loss on servers.

29. SARE shall not be liable, explicitly or implicitly, for any unlawful use of the System, data delivered, sent and used by the User, in particular personal data, registration of User's base with **GIODO** (The Bureau of the Inspector General for Personal Data Protection) and all resulting consequences, existence and correctness of procedures and instructions related to personal data processing. The User shall be fully liable, explicitly and implicitly, for compliance of the User's base with the law, in particular with the requirements of the Act on personal data protection, purpose and manner of using the System, including for lawful processing of personal data and for the lawful method of sending commercial content by e-mail, registration of the User's base with **GIODO** and all the resultant consequences, existence and correctness of procedures and instructions related to personal data processing. The liability of SARE may be extended subject to a separate written agreement concluded between SARE and the User.

30. SARE may delete the User's Account conclusively in the following instances:

- a) the User uses the System contrary to the law, provisions of these Regulations or infringes upon third party rights,
- b) when the Agreement is terminated,
- c) if within 5 days from opening the Account the User does not log in or fails to make payment for the selected packet,
- d) if the future user does not complete the Registration process.

31. SARE reserves the right to temporarily block the Account or User's access to selected services provided in the System when a hazard to System security is detected. SARE may subject the use of the Account by the User on changing of the Password to the Account.

32. SARE reserves the right to delete the Test Account if the Test Account is not used by minimum 30 days. Use shall be understood as sending e-mail (or SMS) messages, development and publishing a questionnaire.

33. Minimum 5 working days before the planned deletion of an Account or Test Account, the User shall be notified of such intention by e-mail to the address designated at Registration. The message shall be deemed as delivered when such e-mail message is sent by SARE.

IV. USER'S RIGHTS AND OBLIGATIONS

34. The User agrees that SARE may process the User's data provided at Registration.

35. Activating the Account in the System, the User provides consent to SARE to receive correspondence (information) by e-mail.

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36. The User shall be fully and solely liable for the dispatched content. The User shall be fully and solely liable for any damage caused by the User, in particular resulting from User's actions or omissions related to the databases imported by the User. The User's liability also includes any benefits lost by SARE.

37. Registration may be performed on behalf of legal persons solely by persons authorised to represent it. The person making Registration of a legal person in the System also represents that he/she is legally authorised to represent the legal person and to perform the Registration and shall be fully and solely liable therefor.

38. The User shall be obliged to update its data provided in the registration form in case of any change.

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39. The User shall be fully liable for providing correct data at Registration and Account opening and for adding and modifying its data in the System.

V. USE OF TEST ACCOUNT OR ACCOUNT

40. Using the Test Account, the User shall be entitled to: store data, create campaigns and send messages. The list of e-mail addresses in the Test Account shall be limited to 500 e-mail addresses.

41. With the Test Account the User may send maximum 2500 e-mail messages during a settlement month.

42. When the number of e-mail addresses exceeds 500 addresses in the User's base or when the number of dispatched free e-mail messages exceeds 2500, the Test Account shall be blocked and the User shall be obliged either to transform the Test Account into an Account (for which the User shall be obliged to pay in accordance with these Regulations) and to select an appropriate Price Plan, or to delete some of the e-mail addresses imported to the System to be used in the Test Account.

When a fee is paid for the Test Account, such account becomes an Account for which the User shall be obliged to pay fees in accordance with the Regulations.

VI. PAYMENTS

43. In order to use the Account in the paid version, the User shall be obliged to pay an appropriate fee in advance that will be part of a selected Price Plan. The fee for using the Account in paid version for a period shall be equivalent to the product of the number of months in the period (the term of the Agreement) and the amount due for using the System in each month of the period (monthly fee). The fee shall be paid with the top-up panel of the Account available in the System, in the section "Account finance".

44. The fee for using the Account, referred to in item 43 above, shall be booked to the User's Account and shall be charged pro rata by the accounting system for each consecutive 30 days of the term of the Agreement.

45. Apart from paying fees for using the Account, as referred to in item 43 above, the User shall be obliged to pay fees for using of additional functions of the System should the User decide to use them. Such additional remuneration refers in particular to using by the User of additional services accessible in Account Finance. Additional functions may be ordered by the User solely for the term of the Agreement. The fees for using the additional functions are charged from the balance where the fee for using the Account is booked. The settlement period for which fees are charged for using the Account and any additional functions is 30 days.

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46. The fees referred to above are specified in the Price Plan selected by the User at opening the Account or conversion of a Test Account into an Account for which the User shall be obliged to pay the fees.

47. The term of the Agreement shall be individual for each User and shall be equal to the number of months for which the use of the Account is paid for pursuant to item 43 above.

48. Unless the User terminates the Agreement latest one month before the end of the term of the Agreement, the Agreement shall be automatically extended for a subsequent period equivalent to the one for which it was paid originally. If the Agreement is terminated by the User pursuant to the preceding sentence, the Account in the System will be deleted.

49. The User shall be obliged to pay all fees related to Account maintenance and use until it is closed. In order to close the Account, the User shall send its termination notice to the e-mail address: cs@sare.pl or

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by registered letter against acknowledgement to receipt to the registered office of SARE. The notice shall specify all User details that were provided at Registration and visible in settings of the User Account. The Account shall be closed within 7 working days from receipt of the termination notice.

50. After each top-up of the Account, an electronic VAT invoice will be issued in PDF format that will be sent to the User's e-mail address provided by the User at Registration. The invoice will be issued with the details provided at Registration that are visible in account settings.

51. The Account may be topped up electronically over the payu.PL, PAYPAL.COM platforms or by bank transfer. All bank charges and exchange differences are paid by the User.

52. The top-up amount may be higher than the fee due for using the System in the Settlement Period and in the term of the Agreement. The amount shall be appropriately reduced in subsequent Settlement Periods.

53. When the upper limit of User's e-mail addresses is exceeded, the User will not be able to continue sending messages. The User shall be obliged either to delete some of the e-mail addresses collected in the Account (System) or to select a new (higher) Price Plan.

54. With appropriate messages the User shall be notified of the upcoming end of the current settlement period and of the fact the limit of e-mail addresses under the existing Price Plan has been exceeded.

VII. PENALTIES

55. If the User breaches the provisions of these Regulations by sending unsolicited information or commercial offers, messages containing untrue or misleading headers, the User shall be obliged to pay a contractual penalty equal to 500% of the current monthly fee. The User shall be obliged to pay the contractual penalty referred to in the preceding sentence for twelve consecutive months. If the contractual penalty specified herein is lower than EUR 500, then the User shall pay the contractual penalty of EUR 500 in one amount. The payment of the contractual penalty shall be without prejudice to SARE claiming additional compensation.

56. If the User breaches the provisions of these Regulations otherwise than specified in item 55 above, the User shall be obliged to pay a contractual penalty equivalent to 400% of the current monthly fee. The User shall be obliged to pay the contractual penalty referred to in the preceding sentence for twelve consecutive months. If the contractual penalty specified herein is lower than EUR 400, then the User shall pay the contractual penalty of EUR 400 in one amount. The payment of the contractual penalty shall be without prejudice to SARE claiming additional compensation.

VIII. COMPLAINTS

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57. The User may file complaints as to dispatched messages in case they are not dispatched or dispatched incorrectly due to incorrect operation of the System.

58. Complaints referred to in item 68 above may be filed by the User in writing, by registered letter to the address of SARE or in electronic form to the address cs@sare.pl within 14 days from the date of the mailing to which the complaint applies.

59. Compliance with the deadline specified in the preceding item shall be judged on the day the complaint is received by SARE.

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60. Complaints received after the above deadline will not be reviewed.

61. The complaint shall specify details of the complaining party to facilitate response to the complaint, the date of the mailing to which the complaint applies and a brief description of the nature of the complaint or the existing problem, UID number with screens attached..

62. Correctly filed complaints shall be reviewed without delay, however within maximum 14 days from receipt of the complaint. The party filing the complaint shall be notified about its review by registered letter or electronically to the e-mail address provide by the User at Registration latest within 7 days from review of the complaint.

IX. FINAL PROVISION

63. Without specifying any reason, SARE may amend these Regulations at any time.

64. The User shall be notified of modifications to the Regulations by publishing it at www.SARE.pl

65. The User shall be obliged to get acquainted with the modified Regulations and approve them if it wishes to continue using the System.

66. If the User does not accept the modified Regulations, it may resign from using the System.

67. All provisions of the Regulations shall be binding and valid until any provision is cancelled by a valid court verdict.

68. Furthermore, if the User using the function of sending SMS message and the questionnaire module, the User shall be required to accept and comply with the Regulations concerning dispatch of SMS messages, available at www.sare.pl.

69. By performing Registration, the User declares that it accepts all provisions of the Regulations.
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