

Regulations concerning the use of the SARE system

I. General provisions

1. The present Regulations, along with their Attachments, describe the rules of usage of the SARE system, provided on the website <https://sare.pl>
2. The SARE system is a piece of software, not requiring installation on the User's computer, used for the purpose of marketing as well as integrated and precisely targeted communication over e-mail and mobile (SMS) channels using Users' own databases.
3. The SARE system may be used exclusively by entities for whom usage of the SARE system is strictly professional. The Regulations are not aimed at consumers and businesses within the scope extending beyond their professional activity per the Polish act of 23.04.1964., the Polish Civil Code (e. g. per art. 22 (1) and art. 385 (5), respectively).
4. The following documents are attachments to the SARE Regulations:
 - a. Attachment no. 1 – General Terms of the personal data processing agreement (Terms)
 - b. Attachment no. 2 – Anti-spam policy

II. Definitions

The following terms used in the Regulations have the following meanings:

1. Digitree – the company Digitree Group S. A., owner of the SARE system, with seat in the locality of Rybnik, Poland, at the address Raciborska 35a, registered in the Polish National Court Register by the district court in Gliwice, Poland, 10th business department of the Polish National Court Register under the number 0000369700, holding the NIP (tax id.) no.: 642-28-84-378.
2. User – a natural person operating a business, with full capacity to perform legal activities, a legal person or an organisational entity without legal personality, provided by legal capacity by law, who conforms to the conditions of the SARE Regulations and who performed proper Account Registration and Activation. No consumer per art. 22 (1) of the Polish act of April 23rd, 1964 – Polish Civil Code (Polish Journal of Laws of 1964, no. 16, item n. 93) or an entrepreneur who would use the SARE System within a scope extending beyond their professional business may be a User.
3. SARE Regulations – the present regulations, describing the rules of usage of the SARE system.
4. SARE System – a piece of software, not requiring installation on the User's computer, used for the purpose of marketing as well as integrated and precisely targeted communication over e-mail and mobile (SMS) channels using Users' own databases.
5. Registration – the first set-up stage of an account, a procedure related to the activation of an Account within the SARE System, after the conclusion of which the User may begin to use the SARE System within the scope they select.
6. Account – an account (UID) allowing the User to log into the SARE System and use functionalities of the SARE System that the user selects and pays for. The Account is operated by Digitree for the User under the selected login, said login being the e-mail address by way of which the Account is set up.
7. Trial Period – a thirty-day single period starting with the conclusion of Registration, during which the User may use selected functionalities of the SARE System to a limited extent, more broadly described under item V of the Regulations.
8. Functionalities – functions and capabilities of the SARE System indicated under item III p. 4.
9. Recipients – natural persons, the data of whom was entered into the SARE System, of which the User is an administrator.
10. Fees – remuneration due and payable to Digitree depending on the plan selected from the Price List, related to the User's use of the SARE System.
11. Terms – General terms of the personal data processing agreement within the scope of the SARE System, constituting attachment no. 2 to the Regulations.

12. Contract – The present Contract between Digitree and the User, concluded by way of acceptance of the present Regulations and the Attachments, entitling the User to use the SARE System on the basis of the rules described in the Regulations and the Attachments.
13. Polish Electronic Services Act – the Polish act of 18.07.2002. on the provision of services by electronic means.
14. GDPR – Regulation (EU) 2016/ 679 of the European Parliament and of the Council of April 27th, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/ 46/ EC (General Data Protection Regulation).
15. Copyright law – the Polish act of February 4th, 1994, on copyrights and related rights.

III. Conclusion of the Contract

1. Usage of the SARE System requires:
 - a. User Registration, covering
 - establishment of an Account by using the e-mail of the User or their authorised representative, together with a password for this Account,
 - getting acquainted with documents and acceptance of the Regulations and the Attachments thereto,
 - positive verification of the e-mail address (Account login) by clicking on the link sent by Digitree to this address,
 - b. Account Activation – performed following the Registration and after logging in to the SARE System, covering provision of the following data using the SARE System forms:
 - additional data of the User and/ or a representative acting in name and for the benefit of the User,
 - providing responses to several additional questions.
2. In order to make use of the Trial Period and certain selected SARE System Functionalities it is necessary to complete full Registration and Account Activation.
3. The moment the User Registers in the SARE System, a contract between the User and Digitree is concluded, concerning the provision of services using electronic means, including a licence contract and a personal data processing contract, the object of which is usage of the SARE System according to the rules set forth in the SARE Regulations and in the Attachments.
4. The Functionalities and price packages available to the User in the relevant case are always described within the SARE System, and using it, or by direct contact with Digitree (by e-mail), the User is able to order them. The User may at any time during the Contract extend the SARE System usage period, ordering packages for further periods via the SARE System. In any case, usage of the SARE System as part of a specific selected package/ Functionality requires advance payment covering this, in the manner described within the SARE System. During the Contract term, the User is able to purchase additional Functionalities to the specific package by directly contacting Digitree under kontakt@sare.pl.
5. Within the scope of the Contract (the Regulations):
 - a. the User is:
 - a recipient of services per art. 2 p. 7) of the Polish Electronic Services Act,
 - the controller of Personal Data of Recipients per art. 4 p. 7) of the GDPR and the entity contracting their processing with Digitree within the SARE System, reserving p. III.2 of the Terms,
 - a licensee according to the provisions of Copyright Law,
 - the entity that sends, via the SARE System, various kinds of information, including commercial information to Recipients, and by order of which they are sent out per the Polish Electronic Services Act.
 - b. Digitree is:
 - a provider of services per art. 2 p. 6) of the Polish Electronic Services Act,

- the entity processing personal data of the Recipients in name and upon order of the User, per art. 4 p. 8) of the GDPR,
 - the licensor according to the provisions of Copyright Law,
 - the entity making the SARE System available to the User for the purpose of performance of data sending, including in particular commercial information to Recipients, by order of the User, exclusively responsible for the technical aspects of such sending according to the provisions set forth in the SARE Regulations.
6. Any person performing the Account Registration and Activation states at the same time, the moment they accept the Regulations, that they are authorised to independently represent the relevant User, and to set up and activate the Account for them, as well as to use the SARE System in name of this User, and to undertake in their name obligations related to the usage of the SARE System. For any violations in this regard, this person is responsible directly against Digitree.

IV. Technical requirements to use the SARE System:

1. The minimum technical requirements to use the SARE System that the User is obliged to conform to, are:
 - a. a workstation computer, laptop or another multimedia device with access to the Internet,
 - b. a web browser, operating at a version that is up-to-date on the day of use of the SARE System. The browsers supporting the Software are: Mozilla Firefox, Edge, Opera, Google Chrome and Safari,
 - c. an active User e-mail account and access to e-mail.

V. Trial Period

1. The User is able to use the free Trial Period for the first 30 days counting from the date of conclusion of Registration following full Account Registration and Activation.
2. During the Trial Period, the User may use Functionalities of the SARE System as selected by Digitree.
3. The scope of Functionalities available during the Trial Period may at any time be freely altered by Digitree, without a reason being given.
4. The usage of the Trial Period by the User is governed respectively by the provisions of the present Regulations and the Attachments, in particular in terms of User obligations and statements.
5. The User may utilise the Trial Period only once over a period of 13 (thirteen) months, counting from the end of the specific Trial Period.
6. After the Trial Period expires, the Account is deleted on the basis of provisions set forth under item XII.3-4 of the Regulations.
7. Should abuse be suspected during the use of the Trial Periods (in particular should the User utilise Trial Periods more than once over the period indicated under section 5 above under diverse login names), Digitree is entitled to block access to the Trial Period for the specific user until sufficient clarifications are provided.
8. Digitree reserves the right to conduct periodic special promotions covering other free trial periods of the SARE System. In such cases the rules of usage of these other trial periods shall be governed by separate Regulations.

VI. Licence

1. For the duration of the present Contract, Digitree provides the User with a non-exclusive licence to utilise the SARE System without limitations as to territory, in the following fields of use: displaying and usage of the SARE System using web browsers for the purpose of execution of the ordered services.
2. The Licence covers the right to use the SARE System exclusively for own use by the User, in the scope and under the conditions described in the Regulations.
3. Reserving the provisions of Copyright Law, the User may not:

- a. permanently or temporarily duplicate the SARE System in full or in part by any means and in any form,
- b. observe, test and inspect the functioning of the SARE System, so long as such observation, testing and inspection is conducted by the User during the introduction, display, usage or storage of the SARE System, and only to the extent set forth by the provisions of the present Regulations, in particular for the purpose of discovery of the ideas and rules of the SARE System,
- c. duplicate the source code or translate its forms as understood by art. 73 section 4 p. 1 and 2 of the Polish act on copyright law and related laws,
- d. use the SARE System in a manner violating the law, in particular the Polish act of July 18th, 2002, on the provision of services by electronic means, and the Polish act of July 16th, 2004, Telecommunications Law,
- e. use the SARE System in a manner that would go against good conduct and customs,
- f. import to the SARE System electronic addresses and phone numbers of persons who had not expressed to the User directly their consent to receive commercial information by e-mail,
- g. import to the SARE System phone numbers and e-mail addresses that the User came to own by way of purchase of databases, unless the User would also effectively purchase, together with the purchase, all the necessary consents from the Recipients, had provided them with the necessary information and is entitled to utilise this database within the SARE System.

VII. Rules of utilisation of the SARE System

1. The Licensee is entitled to utilise the SARE System for the purpose of sending commercial information exclusively to persons who provided the User with the required consent to receive the object information. In addition, should the user want to utilise the SARE System for direct marketing purposes, at that time they are obliged to have at their disposal the necessary consent provided by the relevant Recipient, to conduct such operations with respect to them in line with the provisions currently in force.
2. The User is obliged to immediately document any held consent of each Recipient to send commercial information by electronic means at any call by Digitree to do so (in particular in cases substantiated by reports of reception of spam, that is, uncontracted commercial information), as required by provisions of the law, together with documentation of the fact of the Recipient having provided the User with the phone number or e-mail address in order to receive the object information, and submit, at any call by Digitree to do so, clarifications as to the date and circumstances of acquisition of said consent. Such a confirmation should include at least the date and time of record, the content of the consent and the unique IP address from which the consent was expressed.
3. The User may log more than one person using the same login data in to the SARE System at the same time. Access to the SARE System for the purpose of its usage will be guarded by an inquiry about the login credentials (login name and password). Access data shall be provided to the User by electronic means (e-mail). In order to protect the SARE System against access by unauthorised parties, Digitree reserves the right to change login credentials. The User is obliged to protect their login data and not to provide it to unauthorised persons. Digitree is not responsible for any damage to the User caused by the User violating the preceding sentence.
4. The User consents to Digitree notifying in their marketing and advertising materials about the present cooperation with the User, including consenting to the usage of the User's name and logo on the Digitree website for the purpose of presentation of this information, both during the Term of the present contract as well as thereafter.
5. The User may not send by the SARE System electronic information, in which the field provided for the entry of the name and/ or e-mail address of the sender the User would indicate any name and/ or e-mail address of the sender that could cause the recipient to be confused, and to which the User has not got any rights of use.
6. The User states and accepts that within the scope of the SARE System account, diverse types of statistical data may be stored concerning the sending of messages performed via the SARE System, over

the course of at least three (3) months before, however, not later than until the time of removal of the Account, which statistical data can be downloaded by the User from the SARE System during usage of the Account. Following expiry of the period described in the preceding sentence, some data may be deleted, however, this will have no influence on the indicators contained in the sending reports. Removal may in particular concern the ties between the statistical data and the e-mail addresses and phone numbers. The User may order specific reports from Digitree, covering the conducted operations, by contacting Digitree under kontakt@sare.pl and establishing the conditions of generation of such reports and the additional fees due to this.

7. The User is able to create additional accounts under their login credentials by individually contacting Digitree via e-mail at kontakt@sare.pl and jointly describing with Digitree the conditions of opening and ordering such additional accounts.
8. The User is able to provide rights to several persons (their representatives) to handle and use the Account in name of the User, should the User purchase such a package. These persons then log in to the same Account, each by their own login (e-mail) and, before commencing usage of the SARE System, they are obliged to acquaint themselves with the present Regulations including the Attachments, and to apply them. The User is responsible for actions and inactions of their representatives as if they were their own.

VIII. Responsibility

1. Digitree is not responsible for damages, loss of data, information or revenue as a result of non-delivery to the specific addressee, delivery to another addressee, delays in delivery or interruptions in the provision of services due to causes independent of Digitree, in particular emerging as a result of breakdowns of telecommunications networks, breakdowns of GSM operator IT systems, improper transmission of signals in third-party networks, general strikes, internal struggles within the country, earthquakes, floods, epidemics, other events caused by the elementary forces of nature, which the Parties are unable to foresee and which are external with respect to them and their operations.
2. Digitree bears no responsibility for unlawful usage of the SARE System by the User. The User is fully responsible for the content of the transmitted data. Digitree is exclusively responsible for technical aspects of messages sent via the SARE System to Recipients, and it is in particular not responsible for the content of the messages, irrespective of whether it is delivered directly by the User or whether it was approved by them beforehand. Digitree does not guarantee the reception/ reading of the sent messages by the Recipients, and at the same time it is not responsible for any damage, loss of data, information or revenue as a result of non-delivery to addressees, delivery to other addressees, delays in delivery, etc.
3. Digitree is not responsible for text messages delivered with delays or for text messages that could not have been delivered for technical reasons independent of Digitree (e. g. erroneous phone number, inactive phone number, phone shut down, no GSM coverage, full text message recipient inbox).
4. Digitree is obliged to provide the User with technical support as well as the possibility of consultation in case of emergence of fundamental flaws in the operation of the SARE System, and to provide responses to User inquiries related to the operation of the SARE System every day from Monday to Friday excluding off days, between 8.00 and 17.00. Individual consultations concerning specific User needs and work on specific User materials and databases is related to additional required fees and requires individual agreement with Digitree.
5. Should Digitree receive reliable information (e. g. sent by a Recipient or received from anti-spam systems/ servers, on which e-mail is operated) that the User had sent the following:
 - a. commercial information without having acquired prior consent from the User, and/ or
 - b. information concerning direct marketing without having received consent from the recipient or end user for such information to be sent,then Digitree will contact the User in order for them to provide necessary clarifications immediately (however, not later than within two business days).

6. Should the User be unable to show that they hold relevant consent of the Recipient or if the object report described under p. 5 above be sufficiently grave that Digitree will stand the threat of damages, loss of reputation, loss of server reputation, etc., and/ or if the number of reports as described under p. 5 above
 - a. would in the given month exceed the threshold of 0.1% of total e-mail or text messages sent in the given month by the User, and/ or
 - b. would for the given transmission exceed the threshold of 0.01% of the total number of e-mail or text messages sent out in that same instance,then Digitree will be entitled to immediately lock the User account in the SARE System for fault of the User, until the case is clarified, reserving the right to withhold the fees already paid. The User is not entitled to receive any reimbursement of fees for this reason.
7. Should the User, within thirty days of having their Account locked, not provide sufficient clarifications, and should Digitree conclude that continued transmission of messages from the User Account may cause Digitree to suffer damages, then Digitree is entitled to immediately dissolve the Contract under the provisions set forth under item XII.3 of the Regulations.
8. In addition, in any case described under item 5 above, the User shall be obliged to pay to Digitree a contractual penalty amounting to fivefold of the amount of the monthly licence fee described under p. XIII of the Regulations. For the purpose of calculation of the contractual penalty described in the preceding sentence, the Parties will assume the amount of the Fee due to Digitree for the month, in which Digitree had received substantiated reports from a specific Recipient of the emergence of circumstances indicated under p. 5 above. The payment of the contractual penalty does not exclude the right of Digitree to claim damage compensation under general provisions of the Polish Civil Code.
9. Should third party claims be submitted against Digitree in relation to the User violating current valid provisions of the law or provisions of the Regulations, or should court proceedings be initiated, in particular in relation to the User transmitting commercial information to persons who had not provided the User with their consent to do so, then the User, within the limits of current provisions of the law, is obliged to enter into the dispute or proceedings in place of Digitree, and should the User decline or be incapable of doing so, the User shall be obliged to pay to Digitree damage compensation in the amount equal to the financial liability borne by Digitree and to reimburse Digitree for the legal aid costs borne by Digitree, including costs of legal representation in relation to the defence against the object claims.
10. Digitree states that they have an entry in the Polish text message service integrator list for public bodies, and that as such an entity it is bound by specific duties and provided with specific rights stemming from relevant provisions of the law, in particular the Polish act of 28.07.2023. on countering abuse in electronic communication. The User ensures that they will not participate in acts contrary to the mentioned act, and in case of any possible violations, Digitree is immediately entitled to undertake necessary actions that are required in this respect by the provisions of the law, including in particular blocking text messages with content that would amount to smishing, or in which the sender would falsely impersonate another entity, as well as those that could contain unauthorised message sender data.

IX. Recipient personal data

1. Within the scope of the Contract concluded on the basis of the SARE Regulations, the User shall provide Digitree with Customer personal data for the purpose of processing, within the scope and for the purpose described in the SARE Regulations, contracting Digitree for the purpose of their processing.
2. Detailed rules of contracting of the processing of personal data provided by the User are set forth in the Terms (attachment no. 2) and constitute its integral part.
3. Digitree is obliged to process the Personal Data with due care in line with the provisions of the law and the current SARE System Regulations and the Terms.

X. Rights and obligations of Digitree

1. Digitree will pay due attention and care to provide correct and uninterrupted operation of the SARE System, reserving other provisions of the Regulations.
2. Digitree is entitled to conduct periodic technical interruptions in the operation of the SARE System, if possible at times that would be least cumbersome to the Users. The time and foreseen duration of the technical interruption shall be indicated by Digitree to the Users at least two days in advance, to e-mail addresses indicated by Users during Registration.
3. In exceptional cases, Digitree is entitled to perform other technical breaks or interference in the provision/ operation of the SARE System than provided for in section 3, if this would be necessary to ensure correct operation, and in particular if this would be caused by the need to repair, modify, expand or maintain the equipment or software installed in relation to the SARE System or for any other reasons independent of Digitree, without the need to notify Users of this fact in advance.
4. In the Contract Term, the User may receive from Digitree, by e-mail, information concerning the operation of the SARE System, including notifications of new Functionalities and technical information concerning the SARE System.
5. Digitree shall permanently delete a User account in the following cases:
 - a. dissolution or expiry of the Contract in line with the Regulations,
 - b. if the future User would not conclude the process of Registration within 30 days of having commenced it,
 - c. violations of the provisions of the Law or the Regulations, in particular in case of submission of false statements related to the Regulations or lack of payment of the remuneration.In case of one of the situations indicated above, the User Account shall be permanently removed within thirty days of determination of emergence of the circumstances indicated above.

XI. Confidentiality

1. The Parties (the User and Digitree) oblige themselves to maintain confidentiality with respect to all information they should acquire during the Contract term and in relation to its execution. The obligation described by the preceding sentence applies particularly to Personal Data.
2. The Parties oblige themselves not to use the data and information acquired in relation to the execution of the Contract for purposes other than those described therein.
3. The Parties oblige themselves to maintain confidentiality with respect to information concerning the other Party or their business that they possess in relation to the execution of the present Contract. This provision also encompasses information acquired by the Parties during negotiations aimed at the conclusion of the present Contract.
4. The obligation of confidentiality does not apply to information or materials:
 - a. the disclosure of which is required by binding provisions of the law,
 - b. the disclosure of which is carried out at the request of an entity entitled to conduct inspections, on condition that this entity is notified about the confidential character of the information,
 - c. that are commonly known and available,
 - d. that the Party would come to possess in line with valid provisions of the law before the day of acquisition of such data on the basis of the present Contract,
 - e. the provision of which is covered by a consent of the other Party.
5. Should the given Party be bound by court order or any decision of public administration bodies to disclose the information or materials or if the necessity to disclose them would stem directly from provisions of the law, then at the time this Party is obliged to immediately notify the other Party about this, unless something else would follow from the content of the order of the court or the public administration body. At the same time, the Party obliged to transfer the information is obliged to inform the recipient of the information or materials about their confidential character.

XII. Contract term and dissolution

1. The Contract Term is individually determined with every User. The Contract is concluded for a definite period of time corresponding to the period that is ordered and paid for by the User, being at least the basic e-mail package allowing them to use the SARE System, reserving the items indicated below.
2. The User may, at any time, extend the validity of the Contract by ordering and covering a further SARE System package.
3. After the Contract Term, Digitree will automatically block User access to all Functionalities related to sending messages to Recipients. For thirty days from the termination of the Contract Term, however, the User shall retain the ability to look into the SARE System, meaning, they will be able to log in to their Account and to export the Recipient database and browse statistics. After the expiry of the indicated 30-day period, Digitree will permanently delete the User Account and all Recipient Data, as well as other data, including statistical data related to the operation of the specific User Account, unless legal provisions would require the storage of such data or information by Digitree, which the User fully accepts. Digitree is not responsible for the User failing to export the Recipient database in the allotted time.
4. The User is able to dissolve the Contract at any time, and to remove the Account by clicking on this option in the SARE System, In such a case, the Contract Term is valid until the day this option is made use of, with a lock and permanent removal of the Account under the conditions set forth under item 3 above occurring after this time.
5. The Contract Term ends automatically if a new (at least basic) e-mail package allowing the maintenance of the database I the SARE System and usage of basic functionalities of the SARE system is not bought despite the User not having utilised all available resources for text messages. In such a case, the Contract Term is valid until the expiry date of a specific package, with a lock and permanent removal of the account under the provisions set forth under item 3 above occurring thereafter.
6. The User is not entitled to receive reimbursement for any paid Fees in relation to premature dissolution of the Contract, unless the Parties decide otherwise.
7. After the Account is removed on the terms specified under p. 3 above, the User may use the SARE System again under their previous login credentials (e-mail), however, this requires them to contact Digitree at kontakt@sare.pl with an individual motion to allow this.

XIII. Fees

1. In order to use the Account and its paid Functionalities, the User is obliged to pay in advance the fee that is assigned to the specific price package at the moment of placement of the order, and any fees for additional Functionalities to the given package (should they order them). The payment is effected by the payment options available in the SARE System.
2. In case of premature dissolution of the Contract by the User or through their fault, the User shall not be entitled to any reimbursement of the fees already paid.
3. Each time a package/ Functionalities are purchased, an electronic invoice in PDF shall be made out that the User may download at any time from the SARE System. The invoice is issued using the User data provided in the SARE System.
4. In case the upper limit of User e-mail addresses is exceeded within the purchased package, the User may be charged by Digitree with an additional fee for this reason, according to the price list valid as of the day of exceeding of this limit.
5. The User may be notified, by specific messages, of an approaching Contact Term expiry and of the risk of exceeding or of exceeding of the limit of addresses within the valid package.

XIV. Complaints

1. The User is entitled to submit complaints concerning the flawed operation of the SARE System.

2. Complaints may be submitted by the User in writing, by registered letter to the address of Digitree or by e-mail at kontakt@sare.pl within fourteen days of the date of emergence of the event that the complaint would refer to.
3. The term described in the preceding item of the Regulations is kept if the date of arrival of the complaint at the seat of Digitree or a confirmation of receipt of the e-mail sent to the address indicated under item 2 above is kept.
4. Complaints incoming following the expiry of the deadline indicated above shall not be handled.
5. Complaints should indicate the data of the User submitting the complaint, in particular those that would allow the provision of a response to the complaint, the date and description of the event, to which the complaint applies, as well as a concise description of the object of the complaint, e. g. the problem that had emerged, the e-mail address, under which the Account is registered, and the NIP (tax id.) no. (or another registration number) and the name of the company of the User.
6. Effectively submitted complaints shall be handled immediately, however, not later than within 21 days from the date of receipt of the complaint. The party submitting the complaint shall be notified of the mode of processing of the complaint by registered letter or e-mail at the e-mail address indicated by the User during Registration, at the latest within seven days of the date of handling of the complaint.

XV. Closing provisions

1. The Regulations enter into force on the day on which they are announced.
2. Digitree reserves the right to amend the Regulations at any time. Every User shall be notified of changes to the Regulations by e-mail at the address indicated during Registration. Should the User not accept the new Regulation content, they are obliged to notify Digitree of this fact within fourteen days of the date of notification of the change in the Regulations. Failure to notify non-acceptance of the new regulations is construed as the acceptance thereof. An information of the lack of acceptance of the modified regulations by the User indicates dissolution of the Contract on the day the new version of the regulations enter into force.
3. All provisions of the Regulations are binding and remain in force until they are declared invalid by way of a binding judgement of the court.
4. Issues not governed by the present Regulations are covered by the commonly valid provisions of Polish law.

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