

**Terms of electronically supplied services
by Exon sp. z o. o.
via websites www.exon-platform.com and <https://platform.synati.com>**

Exon sp. z o. o. based in Toruń, Władysława Łokietka Street 5, 87-100 Toruń, registered in the National Court Register kept by District Court in Toruń VII Commercial Division of the National Court Register under 0000562564, NIP: 8792678749, REGON: 361748227, email address: poczta@myexon.pl, pursuant to article 8 paragraph 1 point 1 of law of July 18 2002 on electronically supplied services, Journal of Laws of 2017 item 1219 as amended Exon sp. z o. o. establishes the terms of electronically supplied services:

§ 1

1. These terms of service define the terms and technical conditions of electronically supplied services provided by Exon sp. z o. o. being part of the Package, via websites <https://www.exon-platform.com>, <https://www.exon-platform.pl> and <https://platform.synati.com>.
2. The terms of service can be found on <https://www.exon-platform.com>, <https://www.exon-platform.pl> and <https://platform.synati.com> and are provided free of charge in the from allowing for them to be acquired, read, saved and printed.
3. The user is obliged to respect the Terms of Service.
4. It is forbidden to send illegal, insulting content, false or misleading information, content containing computer viruses or causing disruption or damage to the website or computer systems used by users or Exon sp. z o. o. to gain access to the website

§ 2

Glossary:

- 1) Exon sp. z o. o. - Exon sp. z o. o. based in Toruń;
- 2) People Counter – device for collecting statistical data about the number of people visiting the Premises provided by Exon sp. z o. o.;
- 3) Premises – shop, salon, office or another room where the People Counter has been installed;
- 4) Package – provision by Exon sp. z o. o. including the sale of the People Counter and a service allowing for use of the Website;
- 5) Terms of Service – these Terms of electronically supplied services;
- 6) Complaint – an objection against services provided by Exon sp. z o. o.;
- 7) Website – every-time version of the website available under <https://www.exon-platform.com> and <https://platform.synati.com>;
- 8) User – a person using the Website

§ 3

1. The Website collects, processes and presents User with statistical data on the number of people who visit the Premises where the People Counter has been installed.
2. The Website provides services described in paragraph 1. with the use of the People Counter detecting parameters in the Premises in a way which prevents recording images of people visiting the Premises or obtaining other data preventing identification of people (including age and sex).
3. The the case when for reasons beyond the control of Exon sp. z o. o. sending of statistical data between the People Counter and the Website is stopped, Exon sp. z o. o. will not be accountable to the User for any damage in this respect.

§ 4

1. The User purchases the package from Exon sp. z o. o. which contains the People Counter and access to the Website. By using the Website the User gains access to statistical data gathered by the People Counters mounted only in Premises run by the User.
2. No user can have access to statistical data on the Website belonging to other Users.
3. User who purchased the Package, after installation of the People Counter and prior to the use of the Website is obliged to create and account on the Website and accept the Terms of Service.
4. To create the account the User must provide:
 - a) login,
 - b) password,
 - c) email address to which the activation link will be sent.
5. User accepts the Terms of Service by clicking the “akceptuję” icon made available during creation of the account, which is equivalent to starting the use of the Website by the User under the conditions specified in the Terms of Service.

§ 5

1. After creating the account on the Website the User assigns the People Counter to their account on the Website by providing the identification number of the device. From that moment the User gains access to current and archival statistical data concerning the number of people visiting the User’s Premises in a given hour on a given day and gains the possibility to compare the data against weather data in the location of the People Counter.
2. Within the charge paid when purchasing the Package Exon sp. z o. o. provides the User with access to the Website and data mentioned in paragraph 1 for a period of time no shorter than 6 months from the purchase of the People Counter.
3. Exon sp. z o. o. will not disclose the data sent from the People Counter to the Website to third parties without User’s consent in written form under pain of nullity, unless it is required by law.

§ 6

1. In case of failure or planned downtime of the Website the User may not be able to access the Website and in this respect the User will not be entitled to any claims against Exon sp. z o. o., especially in the respect of the damage suffered or lost benefits or data.
2. Lack of access to the Website due to reasons mentioned in paragraph 1 should not one at a time exceed the period of 21 days.
3. Exon sp. z o. o. takes no liability for damage caused by loss of data gathered on the Website resulting from failure or other events not caused by actions or neglect of Exon sp. z o. o., especially liability for damages or liability for lost profits.
4. The User is obliged to create backup copies of data provided via Website immediately upon receipt of the data.
5. Warranty liability for faults of the People Counter is excluded in case of Users not being consumers.

§ 7

1. Exon sp. z o. o. has the right to file a declaration to cease providing User services covered by the terms of Service with immediate effect in the case when the User violates these Terms.

2. In case of ceasing to provide services as per the Terms of Service Exon sp. z o. o. will immediately delete all data:
 - a) about the User gathered while creating the account on the website.
 - b) gathered on the website with the use of the People Counter.
3. The data mentioned in paragraph 3 point 2 will be deleted on demand of the User with immediate effect in 14 days from the day of receipt of the demand by Exon sp. z o. o. and costs 150 zł.

§ 8

1. The required Internet browser for use with the Website is Google Chrome, version 67.0.3396.99 (64-bit). Exon sp. z o. o. does not take responsibility for proper function of the Website with a different browser or with a different version of the browser.
2. The following technologies may be used in the website: ava, JavaScript, Macromedia Flash, XML, PHP, DHTML, cookies.

§ 9

1. Exon sp. z o. o. declares that suitable measures of protection of Users' personal data and data sent to the Website from the People Counters preventing disclosure of the data to unauthorized persons have been implemented.
2. Exon sp. z o. o. takes no liability for damage caused by disclosing by the User of the data collected by the People Counter to third parties, especially liability for damages or liability for lost profits

§ 10

1. The User can file a Complaint at any time.
2. Complaints can be filed:
 - 1) in written form – sent to the address Władysława Łokietka Street 5, 87-100 Toruń;
 - 2) in email form – sent to pocza@myexon.pl.
3. A Complaint should contain User's data allowing for identification (User's full name or name of the business and identification number of the People Counter) and description of the objections reported by the User.
4. Exon sp. z o. o. will respond to the Complaint in no more than 14 days from the day of receipt of the Complaint.
5. Response to the Complaint will be on paper or in the form of an email message.
6. In the case when the User is not a consumer faults of the People Counter cannot be a basis for a Complaint.

§ 11

1. Pursuant to article 13 of Regulation of the European Parliament and of the Council 2016/679 of 27 April 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. (hereafter referred to as GDPR) Exon sp. z o. o. is the data processor of the User who is a natural person.
2. Personal data of a User who is a natural person will be processed in order to:
 - 1) provide electronically supplied services and/or actions preceding provision, provide services with regard to Complaints – pursuant to article 6 paragraph 1 letter b of GDPR,
 - 2) disclose the data to other parties authorized by law pursuant to article 6 paragraph 1 letter c of GDPR

- 3) protect legally justified interests of the processor ie. making the services provided by the processor more accessible and enhancing the functionality of these services, for archiving and statistic purposes, to seek redress in regard to the agreement made - pursuant to article 6 paragraph 1 letter f of GDPR
3. Personal data of User who is a natural person will be retained for the time of duration of the agreement and after its termination for the purposes of:
 - 1) seeking redress in regard to the agreement made,
 - 2) performing legal duties including taxation and billing,
 - 3) archiving and statistics.
4. A User who is a natural person has the right to access their personal data and the right to correct, delete, limit processing, transfer the data, has the right to objection. The User also has the right to file a complaint with the President of the Personal Data Protection Office in the case when they suspect that the processing of their personal data violates the GDPR.
5. The receivers of the User's personal data will be parties legally authorized to obtain the personal data, taking part in providing services included in the Package and parties providing services to the data processor, ie. parties who on behalf of the data processor process the personal data based on a data processing agreement such as:
 - 1) delivery, transport, banking, insurance, audit and consulting companies,
 - 2) parties providing IT and cloud services.
6. The personal data will not be subject to data profiling. Exon sp. z o. o. will not disclose personal data to third parties, especially the personal data will not be disclosed to marketing companies.
7. Providing personal data is voluntary, however it is required to gain access to the Website.

§ 12

1. For issues not covered by the Terms of Service the Polish law shall apply.