§ 1. General provisions

1. These Regulations define the terms and conditions of use of the mobile application "4family".

2. Whenever these Regulations mention:

a) "4family User" - it shall be understood as a person who is under 18 years of age, but whose parent or legal guardian: has consented to disclose the location of the device of the 4family User; has consented to the processing of his data personal, and who has read and accepted these Regulations or an adult person who has expressed the above consents on their own behalf.

b) "4family Host" - it shall be understood as an adult person who has the device on which the Application has been configured with the 4family User's mobile device, through which it is possible to use the "4family" system.

c) "Application" - it shall be understood as the "4family" system, which enables monitoring of the User's location by means of triangulation based on the base stations of cellular operators through the Application interfaces installed on the equipment of the 4family Host and the 4family User configured with each other. The system also allows:

the 4family Host:
- receiving SOS notifications
- sending voice and text messages
- adding contacts remotely and setting reminders on the 4family User's phone
- remote monitoring of the battery level
- determining the approximate location of the 4family User

the 4family User:
- easy and convenient sending of voice and text messages
- sending SOS alerts in important cases
- remote assistance in managing the phone, its settings and contacts

d) "Regulations" - shall be understood as these Regulations of the mobile application "4family" - for the 4family User, constituting regulations within the meaning of the Act on rendering electronic services;

e) "Application Provider" - it shall be understood as mPTech Sp. z o.o. with its registered office in Warsaw (00-511) at Nowogrodzka 31 street, 00-511, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register. KRS number 0000243245; REGON 020167256; NIP 898-18-45-043, REGON 020167256

f) "Device" - it shall be understood as a device on which the Application has been installed and on which it is possible to use it;

g) "Safety Zone" - it shall be understood as the area of the estimated geographical location (based on triangulation from BTS transmitters) established by the 4family Host and in which the 4family User may move freely without informing the 4family Host. In the event that the 4family User leaves this zone, the 4family Host is automatically notified of this fact in the Application. The safety zone is determined for a time specified by the 4family Host and can be changed by him;

h) "Administrator" / "ADO" - it shall be understood as mPTech Sp. z o.o. with its registered office in Warsaw (00-511) at ul. Nowogrodzka 31, entered into the Register of Entrepreneurs of the National

Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XII Nowogrodzka 31 street, 00-511, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register. KRS number 0000243245; REGON 020167256; NIP 898-18-45-043, REGON 020167256

3. The Regulations are available free of charge before the conclusion of a contract for the provision of electronic services, ie. Before registering an account in the Application, as well as anytime at:

http: //www.app4family.eu

§ 2. Rules concerning access to and use of the Application (conclusion of a contract for the provision of services by electronic means)

1. The application is available to all persons using devices with the parameters specified in §4 after the consent of the 4family User or his parent or legal guardian (before registering the account and its first launch) for the processing of personal data, access to the location and other access by the Application data and acceptance of these Regulations. Compliance with these conditions allows to register an account in the Application.

2. The finalization of the account registration of a 4family User who on the day of registration is under 18 years of age takes place through the appropriate consent of the parent or legal guardian.

3. Upon the account being registered by the User (which is possible only when all the consents referred to in § 2, section 1 of the Regulations have been expressed), the User concludes a contract with the Application Provider for the provision of electronic services as part of using the Application.

4. The Application Provider enables access to the Application through:

The purchase of a Promotional Set (hereinafter: Promotional Set) in the form of myPhone Halo Q/Q+ device with 4family application installed and activated for a period of two years and a microSD memory card.

b) installing the Application on the myPhone Halo Q / Q + mobile device owned by the 4family User in the form of a separate service, on the terms indicated on the Application Provider's website.

5. if a promotional set is purchased, the User shall not bear any fees for the first activation of the Application.

6. Regardless of the form in which the User has gained access to the Application, he shall bear the costs of data transmission, which are required to run and use the Application, for which the Application Provider is not responsible.

7. After two years from the first registration of the account in the Application, the continued use of the Application may be preceded by the need to pay the activation fee.

8. The payment of the activation fee each time provides unlimited access to the Application for the next two years.

9. The fee mentioned in paragraph 8 above, will be preceded by a message in the form of an e-mail sent to the indicated e-mail address of the Host no later than 30 days before the expiry of two years from the date of the first activation of the Application, informing about the need to pay the fee, the form of its payment and the amount and consequences failure to pay.

10. The Application and all materials contained therein are subject to the exclusive rights of the Application Provider and are therefore protected by law.

11. The User is required to use the Application only for the purposes permitted in the Regulations and in accordance with applicable law and the rules of social coexistence, in particular bears full responsibility for the content of data sent via the application. The Application Provider is not responsible for the use of the Application by the User in a manner contrary to the provisions of these Regulations.

12. In the case of use of the Application by a person who is under 18 years of age, the obligation to use the Application in accordance with the provisions of these Regulations lies with the parent or legal guardian.

§ 3. Withdrawal from the contract and termination of the use of the Application

1. The User who is a consumer within the meaning of Article 221 of the Civil Code has the right to withdraw from the contract within 14 days, without providing a reason. To exercise the right of withdrawal, the 4family User should notify the Application Provider of this fact by e-mail and choose the option "Log out" manually. Sending the information on exercising the right to withdraw from the contract before its expiry is sufficient to meet the abovementioned deadline.

2. Each 4family User may terminate use of the Application at any time by logging out of the Application. To delete data history, use the "Delete account" function available in the Application.

§ 4. Technical conditions necessary to use the Application

1. Mobile devices running the Application should meet the following technical requirements:

a) The 4family User's device:

- Mobile phone Halo Q/Q+ with the Application installed by the Application Provider,

- micro SD memory card, minimum card size 1 GB,

- SIM card with activated GPRS data transmission,

b) the 4family Host's smartphone:

- Android smartphone version 5.0 or later, minimum RAM 512 MB or iOS smartphone version 9.0 or later,

- Application installed from Google Play Store (Android system) or App Store (iOS system).

2. Accessing the Application from sources other than those listed in para. 1 is not allowed.

3. The Application Provider hereby reserves that due to the need to service the equipment and system, as well as for other reasons beyond its control, temporary interruptions in the availability of the Application may occur.

4. The location of the 4family User's device covers only the area located in the European Union.

5. Verification of the approximate location of the 4family User is possible by selecting the appropriate functionality from the level of the Application installed on the 4family Host's Device. The 4family Host also has the option of adding contacts to the 4family User's device, setting reminders, setting up the Safety Area, voice and text communication inside the Application.

6. The location of the 4family User's device is indicated by an approximate point on the map and is used to check the current location of the device as well as to monitor its location in relation to the Safety Zone. The Application Provider reserves that the given location may differ from the actual location of the device, which may be affected by weather conditions, technical conditions and the density of BTS transmitters.

7. Taking into account the fact that the operation of the Application is closely related to the mobile network coverage, the Application Provider shall not be liable for interruptions in the operation of the Application resulting from the case in which the 4family Host loses access to the mobile network, including BTS transmitters.

8. The Application Provider reserves the right to temporarily suspend the operation of the Application due to the necessary technical work.

9. The Application Provider reserves the right to notify the 4family Host and the 4family User of planned technical work in the form of an e-mail to the address provided during registration, at least 24 hours before their commencement.

§ 5. Personal data

1. The administrator of personal data is mPTech sp. z o.o. with its registered office in Warsaw, Nowogrodzka 31 street, 00-511, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register. KRS number 0000243245; REGON 020167256; NIP 898-18-45-043, REGON 020167256 ("Administrator"). The Administrator can be contacted via e-mail address: kontakt@app4family.eu.

2. To ensure proper operation of the Application the IMEI number of myPhone Halo Q or myPhone Halo Q+ is processed. Your consent is a prerequisite for the use of the Application.

3. The application gains access to location data of the 4family User's device (monitors the location) - these data are transferred to the device correlated with the 4family User's device (i.e. to the 4family Host's device). Location data is processed based on the consent of the 4family User. The 4family Host also has the option of adding contacts on his phone can exporting it automatically to the 4family User's device. In addition, it is also possible to exchange messages in the chat available in the Application. The above mentioned elements will take place without any notifications from the Administrator, to which the 4family User agrees.

4. The person's personal data is processed in order to:

a) ensure the use of the Application and account maintenance based on consent, i.e. art. 6 section 1 (a) GDPR,

b) rendering the ordered service pursuant to art. 6 clause 1 (b) GDPR, 6 section 1

c) achieving the objectives arising from legitimate interests pursued by ADO (in particular determining, pursuing and defending claims), i.e. pursuant to art. 6 clause 1 (f) GDPR.

5. The 4family User has the right to demand from ADO access to his personal data, rectification, deletion or limitation of processing, the right to object to the processing and the right to transfer data and lodge a complaint to the President of the Office of Personal Data Protection.

6. The 4family User has the right to withdraw consent to the processing of his data at any time, without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal.

7. The 4family User's data recipients are entities providing services related to the implementation of the purposes of processing, in particular: entities providing technical, IT, telecommunications, legal, marketing and PR services

8. The data will be processed for the period of use of the Application, not longer than until the consent to the processing of personal data is withdrawn.

§ 6. Complaints

1. Any Complaints may be submitted by e-mail to the following address: kontakt@app4family.eukontakt@app4family.eu or at 71 717 74 00 (1) (connection cost according to the operator's tariff).

2. The complaint should include: IMEI number of the device, photo of the proof of purchase, contact details of the person reporting the problem and a description of the problem underlying the complaint.

3. A correctly submitted Complaint, i.e. a Complaint that will meet the requirements set out in § 6 para. 1 of these Regulations, the Application Provider will consider within 14 days of its receipt.

4. The 4family application does not use cookies. All information is sent over an encrypted connection. Regardless of the above security, taking into account the electronic nature of the Service, the Application Provider shall not be liable for irregularities related to e.g. hacker attack or the presence of viruses in the device of the 4family User. Therefore, it is advisable that the User, when using the Service, takes care of protecting their own devices, data and software, including against viral threat.

§ 7. Final provisions

1. These Regulations are available at: http://www.app4family.eu/.

2. Contact with the Service Provider is possible via the email address: kontakt@app4family.eu kontakt@app4family.eu

3. In matters not covered by these Regulations, the provisions of generally applicable law in the Republic of Poland shall apply, in particular the Act on the provision of electronic services, the Act on the protection of personal data and the Civil Code.

4. The Application Provider reserves the right to amend the Regulations at any time. The 4family Hosts and the 4family Users will be notified of any such change by e-mail to the e-mail addresses provided during registration, at least 14 days in advance; via notification in the Application, after its first activation from the date of implementation of the changes and on the website referred to in § 7.1 of the Regulations. In the event of disagreement with the changes made, the 4family User/4family Host should uninstall / remove the Application - otherwise it is believed that the changes have been accepted by him.

6. The Regulations enter into force on February 24, 2020.