

## § 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 transmitters 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 4 family Host, 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 means the 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. To be able to use the Application, the 4family Host should install the Application on their mobile device and also (before registering the account and its first launch) agree to the processing of personal data by the Administrator in order to set up an account and use the Application and read and accept these Regulations. Compliance with these conditions allows to register an account in the Application.

2. In order to register an account in the Application, the following data must be provided by the new user - 4family Host: name surname, phone number and e-mail address.

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

4. Using the Application is free. However, the 4family Host shall bear, in accordance with the contracts concluded with telecommunications operators or other internet / electronic service providers, the costs of data transmission, which are necessary for downloading, installing, as well as launching and using the Application

5. 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.

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

7. The introduction of the fee referred to in para. 5 and 6 above, will be preceded by a message in the form of an e-mail sent not 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 the consequences of abandonment of payment.

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

9. The 4family Host undertakes to use the Application in accordance with the provisions of generally applicable law, these Regulations and the principles of social coexistence.

10. The 4family Host is obliged to use the Application only for the purposes permitted in the Regulations and in accordance with applicable law, and in particular bears full responsibility for the content of the data sent via the Application, the Application Provider is not responsible for the use of the Application by the 4family Host in a manner contrary to provisions of these Regulations.

11. The Application Provider shall not be liable for damages caused by the loss of the device on which the Application will be installed, its loss or theft, as well as sharing the login and password to third parties.

### § 3. Termination of use of the Application and deletion of the 4family Host's account

1. Each 4family Host may terminate the use of the Application at any time by removing / uninstalling it from the Device. Uninstalling the Application from the internal memory of the Device is tantamount to the termination of the use of the Application by the 4family Host (without the need to submit other declarations of will).

2. Deleting and uninstalling the Application is not tantamount to deleting the account and data history. To delete the account and 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:

- Smartphone 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.

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 or User 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.

The Supplier of the Application reserves the right to notify the 4family Host and User about planned technical works, by e-mail to the address indicated 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 (hereinafter referred to as " ADO "/" Administrator "). The Administrator can be contacted via e-mail address: kontakt@app4family.eu.

2. In order to create an account in the Application, the following data must be provided by the new user - 4family Host: phone number and e-mail address. The submission of this data is necessary for the registration and use of the Application, i.e. not providing these data is tantamount to the inability to use the Application.

3. The 4family Host has access to the approximate location of correlated device, on the basis of which the location of the 4family User can be determined. 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.

4. The Personal Data of the 4family Host are 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) 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. 6 section 1

5. The 4family Host 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 Host 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 Host'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.eu or at 71 717 74 00 (internal: r1) (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, the Application Provider shall not be liable for irregularities related to e.g. hacker attack or the presence of viruses in the device/phone of the 4family Host. Therefore, it is advisable that the Host, when using the Application, 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 Application Provider is possible via the email address: 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 section 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.
5. the Application Provider reserves all rights, including rights under the Intellectual Property Protection Acts, not explicitly granted under the Terms.
6. The Regulations enter into force on February 24, 2020.