

INAVII.COM

Thank you for visiting our Website which is made available at the address <http://inavii.com> (hereinafter: "INAVII.COM", "the Website" or "the Service") and we kindly encourage you to become familiar with these Terms and Conditions. The purpose of these regulations is to establish the general terms and rules of using the Website. These regulations, in case the Website Recipient decides to use INAVII.COM, regulate in particular the functionalities of the Website and the most important conditions of using the Website, including the issues of liability of the Service Recipient for the provided content and the role of the Website's owner role.

Team INAVII.COM

1) ABOUT US AND THE WEBSITE

1. The owner of the Website is Tomasz Katra, registered in the Central Registration and Information on Business in the Republic of Poland kept by a minister in charge of economy, with principal place of business and address for service: Bilsko 294, 33-314 Lososina Dolna, Poland, VAT/ Taxpayer ID Number (NIP): 7343056245, Business ID Number (REGON): 367878988, email address: support@inavii.com.
2. The Service Provider maintains the Website and is responsible for the correct provision of the Website Electronic Services. The Website is an information page for the Service Provider's Application, with the option to use the support for the Application if the Application User has purchased it. The Website does not allow to download the Application or to purchase additional support (subscription) for its use. Apart from the Service Provider, the Website may be used by Service Recipients, who may, inter alia, view publicly available content on the Website, including information and Documentation of the Service Provider Application, subscribe to the Newsletter and use the Contact Form.

2) DEFINITIONS

1. Definitions used in these Terms and Conditions:
 - a. **APPLICATION, INAVII** - the Service Provider's software / plug-in for the WordPress software provided in accordance with the relevant terms of use and designed to integrate WordPress with the User's Instagram account for the purpose of enabling the User to download data from Instagram and publish it within this WordPress-based website.
 - b. **BLOG** - Electronic Service, an online blog available on the Website and maintained by the Service Provider and available to all Website visitors.
 - c. **DOCUMENTATION** - a description of the functionality, capabilities, operational rules, services and other elements of the Application available on the Website.
 - d. **CONTACT FORM** - an Electronic Service, an interactive contact/submission form available on the Website, which enables contact with the Service Provider, including lodging a request concerning the Application if the User has purchased additional support within the Application.
 - e. **GNU GENERAL PUBLIC LICENSE** - the GNU General Public License version 3 or any later version, published by the Free Software Foundation, Inc. and available at <https://www.gnu.org/licenses/licenses.html>.
 - f. **INSTAGRAM** - an online social network available at <https://www.instagram.com/>, linked to a mobile application of the same name, which allows its users to add and edit photos and videos, apply digital filters to them and share them within and outside the website and application.
 - g. **CIVIL CODE** - the Civil Code Act of 23 April 1964. (Journal of Laws No. 16, item 93 as amended).
 - h. **NEWSLETTER** - Electronic Service, an electronic distribution service provided by the Service Provider via e-mail, which enables all Service Recipients who use it to automatically receive from the Service Provider cyclical content of successive editions of a newsletter containing information on new entries on the Website and news and updates concerning the Service Provider, the Website or the Application and related topics.
 - i. **COPYRIGHT** - The Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws No. 24, item 83 as amended).
 - j. **TERMS AND CONDITIONS** - these Terms and Conditions for the use of the Website.

- k. **INTERNET SERVICE, WEBSITE, INAVII.COM** - the Service Provider's website available at <http://inavii.com> and its subdomains.
- l. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Service Recipient via the Website in accordance with the Terms and Conditions.
- m. **SERVICE RECIPIENT** - (1) a natural person with full legal capacity, and in cases provided for by generally applicable law, also a natural person with limited legal capacity; (2) a legal person; or (3) legal entity without legal personality, to which the act grants legal capacity; - using or intending to use Electronic Services available on the Website.
- n. **USER** - (1) a natural person with full legal capacity, and in cases provided for by generally applicable law also a natural person with limited legal capacity; (2) a legal person; or (3) an organisational entity without legal personality, to which the Act grants legal capacity; - using or intending to use the Application.
- o. **SERVICE PROVIDER** - WEB-HERO Tomasz Katra, registered in the Central Registration and Information on Business in the Republic of Poland kept by a minister in charge of economy, with principal place of business and address for service: Bilsko 294, 33-314 Lososina Dolna, Poland, VAT/ Taxpayer ID Number (NIP): 7343056245, Business ID Number (REGON): 367878988, email address: support@inavii.com.
- p. **ACT ON CONSUMER RIGHTS** - Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014 item 827 as amended).
- q. **WORDPRESS** - a software / content management system (CMS) designed primarily for blogs and websites, distributed under the GNU General Public License and available free of charge. Detailed information about this system is available on its website at: <https://wordpress.org/>.

3) GENERAL CONDITIONS FOR USING THE WEBSITE

1. The Service Recipient is obliged to use INAVII.COM, including Electronic Services, in a manner consistent with its intended purpose, these Terms and Conditions, as well as in a manner consistent with the law and good practices, taking into account the respect for personal rights, personal data, as well as copyrights and intellectual property of the Service Provider, other Service Recipients and third parties. The Service Recipient is prohibited to provide illegal content.
2. Technical requirements necessary for using INAVII.COM, including Electronic Services: (1) computer, laptop, tablet, smartphone or other multimedia device with access to the Internet; (2) access to electronic mail; (3) web browser in the current version: Mozilla Firefox; Opera; Google Chrome; Safari or Microsoft Edge; (4) enabling Cookies and Javascript in the web browser.
3. These Terms and Conditions do not govern the use of the Application - these rules are contained in separate terms and conditions of use of the Application made available together with the Application. Similarly, the Website does not enable you to download the Application, or to purchase additional support (subscription) for its use. The purchase of a paid subscription (additional support) for the Application is available through the Freemius service available at the website address <https://freemius.com/> and in accordance with the Terms and Conditions of this service. All payments for the purchase of subscriptions shall be made through the Freemius service and in compliance with the payment methods and deadlines available there.

4) ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE

1. Any Service Recipient may use the Website under the provisions of the Terms and Conditions.
2. The Service Recipient may use the following Electronic Services on the Website:
 - a. **Blog;**
 - b. **Application Form.**
 - c. **Newsletter.**
3. The use of Electronic Services is free of charge, subject to the provision that the purchase by the User of additional support (subscription) for the use of the Application may be chargeable - the Website enables the use of this additional support, but the purchase of the subscription itself shall be made outside the Website - within the Freemius service available at the website address <https://freemius.com/> and in accordance with the regulations of this website.
4. Service Provider is obliged to provide Electronic Services free from defects.
5. A detailed description of Electronic Services and the principles of their operation is available in these Terms and Conditions and on the Website.

5) CONDITIONS OF USING THE BLOG

1. Using the Blog is possible after entering the Website and going to the tab concerning the blog / news - the Blog is available to all Website visitors without the need of giving any data or performing any other actions.
2. The use of the Blog is free of charge.

3. Anyone using the Blog has the possibility at any time and without providing a reason, to stop using the Blog by closing the web browser or by navigating to another website.

6) CONDITIONS OF USING THE CONTACT FORM

1. The use of the Contact Form is possible after the Service Recipient has completed two consecutive steps - (1) filling in the Contact Form and (2) clicking the action box available under the Contact Form. The Contact Form requires the submission of the application content and at least the following data of the Service Recipient: e-mail address and additionally other data indicated each time in a given Contact Form.
2. The electronic service of the Contact Form is provided free of charge and on one-off basis that is terminated upon the sending of a request via the Contact Form or upon any earlier termination of writing a message via the Contact Form.
3. The Service Recipient has the option, at any time and without giving any reason, to stop using the Contact Form by closing the Internet browser or by switching to another website.

7) CONDITIONS OF USING THE NEWSLETTER

1. Using the Newsletter is possible after navigating to the Website and completing and sending the Newsletter subscription form.
2. Using the Newsletter is free of charge.
3. The Newsletter subscription service commences upon the Customer's completion of two consecutive steps - (1) entering their name, e-mail address to which subsequent Newsletter editions are to be sent in the Newsletter tab on the Site, and (2) clicking the action field.
4. The Newsletter Electronic Service is free of charge for an indefinite time period. The Service Recipient has the possibility to unsubscribe from the Newsletter (resignation from the Newsletter) at any time and without providing a reason, by sending appropriate request to the Service Provider, in particular via a link included in each message received within the Newsletter service, Contact Form, email to the address: support@inavii.com or in writing to the address: Bilsko 294, 33-314 Lososina Dolna.

8) CONTACT WITH THE SERVICE PROVIDER

The main form of day-to-day correspondence between the Service Provider and the Service Recipient is e-mail (support@inavii.com) and post (Bilsko 294, 33-314 Lososina Dolna) through which the Customer can exchange information regarding the use of INAVII.COM. Service Recipients may also contact the Service Provider in other ways permitted by law.

9) COMPLAINTS ABOUT THE WEBSITE

1. The Customer may submit complaints related to the performance of the Website, including Electronic Services, for example by e-mail to the address: support@inavii.com or in writing to the address: Bilsko 294, 33-314 Lososina Dolna or by using the Contact Form.
2. The Service Provider recommends to provide the following information in the description of the complaint: (1) information and circumstances concerning the subject matter of the complaint, in particular the type and date of occurrence of the irregularity; (2) the Customer's claim expectations and (3) contact details of the complainant - this will facilitate and speed up the processing of the complaint by the Service Provider. The requirements given in the preceding sentence are in the merely a recommendation and do not affect the effectiveness of handling any complaints submitted without the recommended description of the complaint.
3. The Service Provider shall respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.

10) TERMINATION OF SERVICE CONTRACT

1. A Consumer who has concluded a remote Sales Agreement may, within 14 calendar days, terminate the contract without giving any reason and without incurring costs, except for the costs specified in point. 10.3 of the Terms and Conditions. In order to meet the deadline, it is sufficient to send the statement before it is lapsed. A Cancellation Form may be made, for example: in writing to the address: Bilsko 294, 33-314 Lososina Dolna or electronically via e-mail to: support@inavii.com.
2. The period for cancellation of the Sales Agreement starts from the date of conclusion of the Sales Agreement. A sample Cancellation Form is included in Appendix No. 2 to the Act on Consumer Rights and is additionally available in pt. 16 of the Terms and Conditions. The Consumer may use the sample form, but it is not obligatory.
3. In case where service has begun - at the explicit request of the consumer - before the end of the cancellation period, the consumer who exercises their right of termination of the Sales Agreement after having made such a request shall be liable to pay for what has been provided until the time of cancellation. The amount to be paid is calculated in proportion to what has been provided, taking into account the price or fee agreed in the Sales Agreement. If the price or fee is excessive, the basis for calculating that amount shall be the market value of what has actually been provided.
4. The right of cancellation of the Sales Agreement concluded at a distance does not apply to the following contracts: (1) for the provision of services, if the Service Provider has performed the service with the express consent of the

consumer, who has been informed before the start of the service that after the performance of the service by the Service Provider they will lose the right to withdraw from the Sales Agreement; (2) in which the subject of the supply is a non-prefabricated product, produced according to consumer specifications or serving to meet his individualized needs; (3) in which the subject of the provision are audio or visual recordings or computer programs supplied in sealed packaging, if the packaging has been opened after delivery; (4) for the supply of digital content which is not recorded on a tangible medium, if the provision of services has begun with the express consent of the consumer before the expiry of the period for cancellation of the Sales Agreement and after the Service Provider has informed the consumer of the loss of the right to withdraw from the Sales Agreement.

5. The provisions contained in this section 10 of the Terms and Conditions concerning the consumer shall apply from 1st January 2021 and for Sales Agreements concluded from that date also for Service Recipient who is a natural person concluding a Sales Agreement connected directly with their business activity, where it is apparent from the content of that agreement that it is not of a professional nature for that person, arising in particular from the subject of that person's business activity, as made available on the basis of the provisions of the Central Registration and Information on Business.

11) OUT-OF-COURT COMPLAINT HANDLING AND CLAIM ASSERTION PROCEDURES AND RULES ON ACCESS TO THOSE PROCEDURES

1. This section of the Terms and Conditions applies only to Service Recipients who are consumers.
2. Detailed information about Consumer's rights to out-of-court complaint handling and claim assertion procedures and the rules on access to these procedures are available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
3. The consumer has the following ways of using out-of-court complaint handling and claim assertion procedures: (1) an application to an alternative dispute resolution (ADR) platform for consumer disputes (for further information, see: <http://www.spsk.wiih.org.pl/>); (2) an application for out-of-court dispute settlement to the Regional Inspector of Commercial Inspection (for further information, see the website of the inspector responsible for the place of business of the Service Provider); and (3) the assistance of a District (Municipal) Consumer Advocate or a social organisation whose statutory tasks include consumer protection (e.g. Polish Consumer Federation, Association of Polish Consumers). Advice is provided, inter alia, by e-mail at porady@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (the helpline is available on working days from 8:00 a.m. to 6:00 p.m., call charges as per the operator's rates).
4. An online platform for dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a single-entry point for consumers and traders seeking to resolve an out-of-court dispute concerning contractual obligations arising from online sales or service contract.

12) MAINTENANCE BREAKS

1. The Service Provider makes every effort to ensure correct and uninterrupted functioning of the Website and the possibility to use Electronic Services. However, due to the intricacies and complexity of the Website and its Services, as well as due to external factors beyond the Service Provider's control (e.g., DDOS attacks - distributed denial of service), it is possible that errors and technical failures will occur, which will prevent or restrict the functionality of the Website and the possibility of using its Electronic Services. In such a case, Service Provider shall take all possible measures to ensure that the negative impact of such events is limited as much as possible.
2. The Service Provider is obliged to immediately inform the Service Recipients of any errors and technical failures referred to above and the estimated repair time.
3. Apart from interruptions caused by errors and technical failures, other maintenance breaks may also occur, during which the Service Provider takes steps to develop the Website and its Electronic Services and to protect them from errors and technical failures.
4. The Service Provider is obliged to plan maintenance breaks in such a way that they are as little disruptive to the Service Recipients as possible, in particular to plan them for the night hours and only for the time necessary for the Service Provider to carry out the necessary tasks. The Service Provider is obliged to inform the Service Recipients about planned technical interruptions with a reasonable notice, also specifying the duration of the planned interruption.
5. This section of the Terms and Conditions does not exclude or limit the rights of a Service Recipient who is a consumer or an entity to which consumer legislation applies, as provided by law, in particular with respect to the Service Provider's liability.

13) WEBSITE COPYRIGHT

1. Website copyrights and intellectual property rights as a whole and its individual elements are owned by the Service Provider or other entitled third parties and are protected by the Copyright Act and other generally applicable provisions of law. The protection granted to the Website applies to all means and forms of their expression.
2. The Website should be treated like any other work subject to copyright protection. The Service Recipient is not allowed to copy the Website, with the exception of cases permitted by mandatory provisions of law. The Service Recipient also agrees not to modify, adapt, translate, decode, decompile, disassemble or in any other way attempt to determine the source code of the Website, with the exception of cases permitted by mandatory provisions of law.
3. Provider's and third parties' trademarks should be used in accordance with existing provisions of law.

14) PROVISIONS CONCERNING COMPANIES

1. This clause 14 of the Terms and Conditions and all the provisions contained therein are addressed to and thus binding exclusively on the non-consumer Service Recipient, and from 1 January 2021 and for Sales Agreements concluded from that date onwards also on a natural person who concludes a contract directly related to their business activity, where the content of that contract shows that it is not of a professional nature for that person, resulting in particular from the subject of their business activity made available on the basis of the provisions of the Central Registration and Information on Business.
2. The Service Provider is liable to the Service Recipient, regardless of its legal basis, only up to the amount of PLN 1,000.00 (one thousand Polish Zlotys). Liability of the Service Provider towards the Service Recipient is limited to the typical and actual damages foreseeable at the time of concluding the Sales Agreement, with the exception of lost profits.
3. The Service Provider is not liable to the Service Recipient for damages and non-fulfilment of obligations resulting from Force Majeure or any other causes beyond the Service Provider's control.

15) FINAL PROVISIONS

1. Sales Agreements concluded through INAVII.COM are concluded in compliance with Polish law and in Polish language.
2. These Terms and Conditions do not exclude provisions in force in the country of habitual residence of the consumer who concludes a Sales Agreement with the Service Provider, which cannot be excluded by contract. In such a case, the Service Provider guarantees the consumer the protection afforded to them under the provisions which cannot be excluded by contract.
3. Changes to Terms and Conditions - the Service Provider reserves the right to make changes to the Terms and Conditions for important reasons, i.e.: change of legal regulations; adding new Electronic Services - to the extent to which these changes affect the implementation of the provisions of these Terms and Conditions and adding new payment methods. The amended Terms and Conditions shall be binding upon the Service Recipient if the requirements specified in Article 384 and 384[1] of the Civil Code have been met, i.e., the Service Recipient has been duly notified of the amendments and has not terminated the Sales Agreement within 15 calendar days from the date of notification. In the event that the amendments to the Terms and Conditions result in the introduction of any new fees or the increase of current fees, the Service Recipient has the right to withdraw from the contract.
4. In any matters not regulated by these Terms and Conditions, generally applicable provisions of Polish law apply, in particular: Civil Code; Act of 18 July, 2002 on Providing Services by Electronic Means. (Journal of Laws 2002 No. 144, item 1204 as amended); the Act on Consumer Rights and other relevant regulations of law.

Thank you for reading!

Should you have any queries, please do not hesitate to contact us.

We look forward to your business,

Team INAVII.COM

16) SALES AGREEMENT CANCELLATION FORM (ANNEX 2 TO THE ACT ON CONSUMER RIGHTS)

Sales Agreement Cancellation Form

(this form should be completed and returned only if you wish to cancel the Sales Agreement)

– Addressee:

WEB-HERO Tomasz Katra
Bilsko 294, 33-314 Łososina Dolna
support@inavii.com

– I / We(*) hereby inform(*) about my / our Cancellation of the Sales Agreement of the following items(*) the supply agreement of the following items(*) specific task contract of the following items(*) / the provision of the following service(*)

– Date of conclusion(*) / receipt(*) of the Sales Agreement

– Name and Surname of consumer(s)

– Address of consumer(s)

– Signature of consumer(s) (only if the form is sent on paper)

– Date

(*) Delete where not applicable.
