This document hereinafter „Terms and Conditions" or „CT" "ToS" sets for the terms and conditions of using the application provided by Los Internetos sp. z o.o. sp.k. with its registered office in Warsaw at ul. Nowogrodzka 50 lok. 515, 00-695 Warsaw, entered into the , 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 under KRS number 0000621376, with a Taxpayer Identification number: 7010582929 and REGON: 364640737.

To contact the Service provider for any issues related to sales via the Service call or write: (hereinafter "**Service provider address**")

Los Internetos sp. z o.o. sp.k.
ul. Nowogrodzka 50 lok. 515
00-695 Warsaw
email: hello@pushapp.pro
tel.:+48790206862

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§ 1
Glossary
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The terms used herein have the following meaning:

1) **User** – the natural person who makes use of the App for its end-Users;
2) **Consumer** – the natural person who undertakes legal acts which are not directly related to her or his business or professional activity;
3) **Tos** – this Terms of Service for services using remote means of communication and provision of electronic services. Within the scope of provision of electronic services the ToS is a terms of service as referred to in Article 8 of the Act on Provision of Electronic Services;
4) **Registration** – is one-off, voluntary and free, entailing the User setting up the App;
5) **App** – PushApp – Push Notification Platform – application for Apple Iphone, Android, Chrome or used through email provided by App provider;
6) **Party** – App Provider or User;
7) **An agreement for the provision of electronic services (or "Remote agreement")** – an agreement concluded between the Service provider and the User within the framework of the organised system of sales or service provision, without the Parties being physically present, with the exclusive use of one or more remote communication means up until the agreement conclusion, inclusively;
8) **Service** (Services) – the service rendered by electronic means ;
9) **App Provider (or „Service provider")** – Los Internetos sp. z o.o. sp.k. with its registered office in Warsaw at ul. Nowogrodzka 50 lok. 515, 00-695 Warsaw, entered into the , 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 under KRS number 0000621376, with a VAT number: 7010582929 and REGON: 364640737;
10) **Act –** Act of 30 May 2014 on Consumer Rights (Dz.U. 2014, poz. 827);
11) **GDPR -** The General Data Protection Regulation (EU) 2016/679

§ 2
The Obligations

1. The User is obligated to use the App provided by the App Provider in a manner pursuant to the law, provisions of the ToS and not to supply content prohibited by the general regulations as in force at present.
2. The App Provider is obliged to ensure the functionality of the Service in accordance with the provisions of the ToS and a polish law.

§ 3
Use

1. User may download the App, to view, use and display the App on its mobile device or through e-mail.
2. Every User acknowledge that have no rights in, or to, the App or technology used or support by the App, other than the right to use the App in accordance with the terms of this ToS.
3. The App is available to mobile devices running the Apple iOS or Android OS and PC through Google Chrome or simply by email.
4. To access the App you must have a mobile device with access to the Internet or PC or email address.
5. The App is free to download however App Provider may set up rates and fees that will apply for accessing and downloading information within the App.

Limitations of Use

6. Every User must:
   1) use the App in accordance with these ToS;
   2) not copy, transmit, distribute, reproduce, license, alter, reverse engineer, adapt or modify the whole or any part of the App in any way whatsoever;
   3) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or hacking into or inserting malicious code, destruction of data, including viruses, or harmful data, into the App;
   4) not use the App in any way that could damage, disable, overburden, impair or compromise the App.

User and end-User functionality

7. User may use the App for:
   1) sending notifications to end-Users who subscribe to page the User;
   2) synchronization feed its website to automate the notifications;
   3) using the API to automate the notifications;
   4) putting a PushApp's widget or popup on a User's website.
   5) sending notifications to all their subscribers (end-Users) without respecting filters set by end-Users.
8. End-User may use App for:
   1) receiving notifications of subscribed websites of Users,
   2) setting to filter to notifications – may choose what kind of notifications wants to receive.

Push and email notifications

9. As part of installation of the App on end-User's mobile device, the App will ask about willing to send "Push Notifications", which may include alerts, badges, banners and sounds, on end-User's mobile device. If end-User choose to allow Push Notifications then the App will generate Push Notifications on mobile device.

10. End-User may choose to getting communications via email ("Email Notifications") than will get the Email Notifications and may opt out of receiving Email Notifications at any time by clicking the 'Unsubscribe' link that appears at the bottom of Email Notifications.

11. End-User may choose to getting communications via Google Chrome ("Chrome Notifications") that will get the Chrome Notifications via browser.

§ 6
Complaint and Complaint procedure

1. User has a right to file a complaint about the App.

2. User should describe the non-compliance to the App Provider.

3. When the complaint does not contain the information necessary to consider the complaint, the App Provider contact User to obtain them.

4. User will be notified within 14 days of the complaint and how to do.

§ 7
Personal data

1. Users personal data shall be processed by the App Provider pursuant to the principles as defined by the Privacy Policy, taking into account the provision of law in that scope, and in particular the GDPR.

2. The Personal Data Administrator of User's personal data provided when using App is Los Internetos Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered seat in Warsaw, Nowogrodzka street 50/515, 00-695 Warsaw, entrepreneur entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 12th Commercial Department of the National Court Register under KRS no: 0000621376, holder of the Tax Identification Number (NIP): 7010582929

3. The Data Protection Inspector (IOD) in is Los Internetos sp. o.o. sp. k. with headquarters in Warsaw is Mr. Krzysztof Dadura (krzysztof.dadura@weblaw.pl).

4. Each User has the right to access their personal data and the right to rectify, delete, limit processing, the right to data transfer, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing, which was made on the basis of consent before withdrawing.

5. Each User has the right to lodge a complaint to the President of the UODO when he / she considers that the processing of personal data concerning him violates the provisions of the General Data Protection Regulation of 27 April 2016.

§ 8
Final provisions

1. In matters not regulated herein regulations as in force at present shall be applicable.

2. Exclusive rights to the content made available within the scope of the App, and in particular copyrights to photographs, descriptions and categories, App name, the App Provider's trademarks as well as graphical signs which are component parts thereof as well as rights within the scope of databases are subject to legal protection and are due to the App Provider or those entities, with which the App Provider concluded appropriate agreements. Copying or other uses of any elements of the App without the App Provider's consent are prohibited.

PRIVACY POLICY

§ 1

General provisions

1. This Privacy Policy sets forth the rules of personal data processing by Los Internetos sp. z o.o. sp.k. with its registered office in Warsaw at ul. Nowogrodzka 50 lok. 515, 00-695 Warsaw, entered into the , 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 under KRS number 0000621376, with a Taxpayer Identification Number number: 7010582929 and REGON: 364640737, hereinafter referred to as „Service Provider" or „Administrator" and personal data protection provided by Users in relation to using App.
2. Terms used in Terms and Conditions of using App have the same meaning in this Policy.
3. Service Provider make all efforts and shall take all necessary action to ensure the privacy and protection of personal data and all information provided by Users when using the App.

§ 2

Personal Data Administrator

1. The Personal Data Administrator of User's personal data provided when using App is Los Internetos sp. z o.o. sp.k. with its registered office in Warsaw at ul. Nowogrodzka 50 lok. 515, 00-695 Warsaw, entered into the 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 under KRS number 0000621376, with a Taxpayer Identification Number number: 7010582929 and REGON: 364640737.
2. For End-User's Personal Data Administrator shall be User.
3. The Administrator is obliged by law to protect the processed personal data against unauthorized disclosure and takeover by an unauthorized person, to process data in accordance with the requirements of the law and to protect data against alteration, loss, damage or destruction.
4. The basis for all the procedures of processing and protection of personal data are in particular the provisions of the following acts:
   1) The Act on the protection of personal data;
   2) GDPR, hereinafter: Regulation t / o)
5. The processing and protection of personal data by the Service Provider shall follow the following internal regulations:
   1) "Management of IT system used to process personal data",
   2) "Policy of Securing Resources and Information Systems".
   3) "Personal Data Security Policy".
6. The Data Protection Inspector (IOD) in is Los Internetos sp. o.o. sp. k. with headquarters in Warsaw is Mr. Krzysztof Dadura (krzysztof.dadura@weblaw.pl).

§ 3

1. In order to provide Services the Service Provider may make available the data to the middleman or third party vendors who need such a data for the purpose of performing a given services. In such cases the amount of transferred data is limited to the required minimum, and transfer shall be made in accordance with the law on personal data protection and the provisions of article 2 below.
2. In cases indicated in article 1 personal data will be relayed under the personal data processing contract, unless there is no such statutory requirement. Entrusting the processing of personal data in the situation described in the first sentence ensure the protection of personal data in accordance with the law on personal data protection of at least the same scope as the protection applied by the Administrator.
3. The Administrator can also collect data concerning: IP address used by the User, location, type and version of browser, operating system, screen resolution, installed extensions, as well as websites visited by the User through the Service offer - for statistical purposes and to efficiently solve the reported problems.
4. Administrator processes Personal Data to provide and implement the Services, for marketing their products and services when Users provided their consent or in there is no such statutory requirement and for other legally justified purposes.

§ 4

Basis for personal data processing

Personal data are processed under the consent expressed by User, and in cases where the Administrator is empowered to process personal data under the law or in order to perform the agreement between the parties.

§ 5

Commercial information

The Administrator can send Users, including on provided e-mail, commercial information about products and services performing by Administrator and other products and services, if the User provided Administrator with such a consent. User may at any time revoke the given consent.

§ 6

The use of cookies "Cookies"

1. "Cookies" are text files stored by your browser on your computer's hard disk in order to store information used to identify a User or memorizing the history of actions taken by the User.
2. Cookies are used to identify the User and assign him the historical data collected during previous App visits.
3. User cannot give consent for placing on his computer "Cookies" by using his browser's settings.
4. Help section of most browsers provide the information and instructions on how to disable logging by the browser "Cookies".
5. In addition to Cookies the Service can also collect data normally collected by the online system administrators as part of the so-called log or log files. The information contained in logs may include, among others, IP address, type of platform and web browser, Internet provider and the address of the page from which you came to the Service.

§ 7

User's rights

1. User has the right to access their personal data and the right to rectify, delete, limit processing, the right to data transfer, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing, which was made on the basis of consent before withdrawing.
2. Each User has the right to lodge a complaint to the President of the UODO when he / she considers that the processing of personal data concerning him violates the provisions of the General Data Protection Regulation of 27 April 2016.
3. The Administrator provides User with the opportunity to remove their Personal Data from the Collection of Data on request, as well as in other cases, on the basis of the provisions of applicable law.
4. The Administrator may refuse to remove User's personal data if the user has not settled all claims against the Administrator or violated the ToS or applicable law, and preservation of personal data is necessary to determine User's responsibility.
5. Each User can view and edit their personal data, at any time, within the functionality of the Service.
6. Each User is entitled to request information about the scope of their stored Personal Data, as well as the right to request a change, block or remove the data, and the right to rectify, amend or update their personal data.