

## iBard24 ACCOUNT REGULATIONS

Edited on 30.07.2010 by iBard24 System Operator:

### General dispositions and definitions.

#### § 1

1. The iBard24 Account Regulations specify setting up and running an iBard24 Account.
2. The iBard24 System Operator makes the iBard24 System accessible to an iBard24 Account User in order to provide easy data access within the framework of the iBard24 Account Access Service provision.

#### § 2

1. Whenever used herein, the following words and expressions should be construed as defined below:
  - a) **iBard24 System Operator** – iComarch24 Spółka Akcyjna with its seat in Kraków, Al. Jana Pawła II 41E, registered in the National Court Register kept by the Krakow District Court (Kraków Śródmieście) in the 11th Commercial Division of the National Court Register (Krajowy Rejestr Sądowy - KRS) under the number KRS 0000328672.
  - b) **iBard24 System** – the IT system which enables usage of the iBard24 Account Access Service and communication between the iBard24 System Operator and iBard24 Account Users. The iBard24 System provides an iBard24 Account User as well as individuals authorized by the User with permanent access to the iBard24 Account User's data and also enables an iBard24 Account User to manage data. The iBard24 System is administrated and developed by the iBard24 System Operator.
  - c) **iBard24 Account User, User** – an individual person who uses the iBard24 Account Access Service thanks to a User Login and User Password. The person acts on behalf of itself or on behalf and for the benefit of the End Customer.
  - d) **User Password** – a character string that protects access to an iBard24 Account and is compliant with the PN 17779 standard.
  - e) **User Login** – a unique character string used with a User Password to authorize access to an iBard24 Account.
  - f) **iBard24 Account** – the allocated space of the iBard24 System, where an iBard24 Account User saves data. It is determined by a unique User Login and protected by a User Password.
  - g) **iBard24 Account Access Service** – a service provided via the Internet, ensuring access to an iBard24 Account under the terms defined in the iBard24 Account Regulations.
  - h) **iBard24 Account Agreement** – an agreement concluded between the iBard24 System Operator and the End Customer, it regulates the rules of the iBard24

Account Access Service provision and the usage rules of the iBard24 Account under the terms defined in the iBard24 Account Regulations.

- i) **iBard24 Account Regulations** – regulations which define the rules of the iBard24 Account Access Service provision and iBard24 Account usage and also specify the detailed procedures of the iBard24 Account Access Service provision.
- j) **Account Base** – the set of End Customers personal data, which is collected and processed by the iBard24 System Operator in an organized manner. The iBard24 System Operator is the personal data administrator within the meaning of the Act on personal data security, signed on 29 August 1997 (Dz.U. 2002.101.926 with further changes) in order to provide iBard24 Account Access Service.
- k) **Payment** – compensation to the iBard24 System Operator for providing the chargeable iBard24 Account Access Service, which is paid by the End Customer. Payment is collected through the medium of a Payment System or by the iBard24 Partner as a charge for Activation or Activation Prolongation.
- l) **Payment System** – an iBard24 System functionality which enables making a Payment, it uses the Dotpay Service.
- m) **Dotpay Service** – operator of the [www.dotpay.pl](http://www.dotpay.pl) Internet portal: Dotpay S.A. ul. Wielicka 72, 30-552 Kraków, NIP: 6342661860 (Taxpayer Identification Number), REGON: 24770255 (National Economy Register Number), KRS: 0000274399 (National Court Register Number) or any other operator serving electronic payments.
- n) **Working Day** – every day from Monday to Friday except for days legally free of work.
- o) **Working Hours** – hours between 9.00 and 17.00 in every Working Day.
- p) **iBard24 Partner** – the entity which sells the Activation or Activation Prolongation on the basis of the agreement concluded with the Operator or with another entity.
- q) **End customer** – an individual person who possesses the full capacity for legal transactions or a legal entity that has concluded an iBard24 Account Agreement with the iBard24 System Operator.
- r) **Activation** – the right to use the iBard24 Account Access Service for a period of 12 months from the moment of the first login to the iBard24 System with the User Password and User Login provided by the iBard24 Partner, after approval of the iBard24 Account Regulations.
- s) **Activation Prolongation** – the right to use the iBard24 Account Access Service for a period of 12 months from the day of submitting a Payment in accordance with the Regulations.

## **Opening and activation of an iBard24 Account.**

### **§ 3**

1. An End User's conclusion of an iBard24 Account Agreement and the acceptance of the iBard24 Account Regulations are terms of the iBard24 Account Access Service provision and iBard24 Account usage. The iBard24 Account Agreement is concluded through the notification form, which is on the iBard24 Web site: [www.iBard24.pl](http://www.iBard24.pl). If the End Customer is a legal entity, the User who acts on behalf of the legal entity is authorized to accept the Regulations and their changes.
2. For an Activation purchase, an iBard24 User uses a User Password and the User Login given by an iBard24 Partner to log into the iBard24 Account. By first signing in the iBard24 Account User accepts the iBard24 Account Regulations and completes the notification form.
3. A User (on behalf of himself or on behalf of the End Customer) who accepts the iBard24 Account Regulations acknowledges that:
  - a. he/she understands the iBard24 Account Regulations and undertakes to comply with them on behalf of himself or on behalf of the End Customer,
  - b. all data which is regarded as personal data is entered into iBard24 System and iBard24 Account freely and knowingly. The iBard24 System Operator and individuals authorized by the iBard24 Account User will have an access to this data.
4. If the electronic notification form is signed and sent, the iBard24 System generates an iBard24 Account for the iBard24 Account User automatically. After generation of the iBard24 Account, the iBard24 Account User generates his Login and Password independently.
5. In case of purchasing the iBard24 Account Access Service through the medium of an iBard24 Partner, an iBard24 Account is generated by the Operator and is activated during the User's first login to the iBard24 Account. The User can change the User Password at any time.
6. If an End Customer does not buy the Activation through the medium of an iBard24 Partner and intends to use a payable iBard24 Account, he uses the Payment System. He submits a payment for subsequent service periods with any of the offered payment methods. According to § 11 point 2, from the moment of submitting a Payment the iBard24 Account Access Service is active for the period of time which has been paid.
7. Consent to receive trade information from the iBard24 Account Operator is a prerequisite to use the free iBard24 Account.
8. At the moment of the first login, the iBard24 System Operator grants a revocable, nonexclusive, non-assignable license to the End Customer for the usage of the iBard24 System (for the period of time which has been paid).
9. The license specified above in point 8 allows for the usage of the iBard24 System in so far as it is necessary to use the iBard24 Account Access Service.

10. In a period of 30 days from the date of receiving the iBard24 Account activation mail, an iBard24 Account User is obliged to confirm the iBard24 Account activation by clicking the address indicated in this mail. If the activation process is not completed by the iBard24 Account User in the period mentioned above, the data and reserved disk space are removed (released).

#### **Data saved on an iBard24 Account.**

##### **§ 4**

1. The iBard24 System Operator assures protection of data saved on an iBard24 Account from access by unauthorized individuals, except for individuals entitled by the iBard24 Account User.
2. Security of data saved on an iBard24 Account is provided through the use of a User Password and User Login as a way for iBard24 Account access authorization.
3. An iBard24 Account User can manage data collected on an iBard24 Account. He can browse, modify or remove data and share it with others at will and under his own responsibility for the conditions listed below.

##### **§ 5**

1. An iBard24 Account User receives access to data saved on an iBard24 Account by entering a User Login and User Password.
2. If an iBard24 Account User supposes that a User Password protecting access to an iBard24 Account is in the possession of an unauthorized person, he can change it anytime he wants.
3. The User is responsible for the security of the User Password, User Login and for all cases of iBard24 Account usage, both: authorized and unauthorized by the User.

#### **Rights and obligations of the parties. Responsibility of the parties.**

##### **§ 6**

In order to use the iBard24 Account Access Service, an iBard24 Account User has to possess hardware with an Internet connection (bandwidth minimum 128 Kb/s) and one of the following web browsers installed: Internet Explorer version 6.0 or newer, Firefox version 3.0 or newer.

##### **§ 7**

1. an iBard24 Account User cannot post on an iBard24 Account contents, which are not connected with iBard24 Account purposes, particularly he cannot post (in any form) contents which are contrary to legal provisions or good customs and also contrary to the rules of social coexistence as well as including any advertising content. The

iBard24 System Operator can promptly remove data from an iBard24 Account if it contains forbidden content.

2. An iBard24 Account User bears full responsibility for creating, managing, browsing, sorting, removing and controlling in any other way data saved on an iBard24 Account. The User acknowledges that the iBard24 system Operator is a passive transfer channel.
3. An iBard24 Account can be used only for lawful purposes.
4. An iBard24 Account User obligates himself not to take measures, which could violate the legal rights of third parties, lead to violating other Users' Passwords or Logins and gaining access to data of third parties, generate an excessive load of bandwidth or other infrastructure used to access an iBard24 Account.
5. An iBard24 User obligates himself not to make or enable any others modifications, create derivative elements, translate, decompile, dismantle and break iBard24 System code or any other part. It is also forbidden to transfer User rights (regardless of form) to other entities.
6. An iBard24 Account User is not allowed to:
  - a. remove or change contents, which are transferred in the iBard24 System (to and from the server, on which the iBard24 System works), in particular to intercept and monitor them,
  - b. input viruses, bugs, use Internet programs and other codes or instructions, which could result in the breakdown, removal, damage or disassembly of the iBard24 System.
7. The End Customer is not allowed to transfer rights arising from the iBard24 Account Agreement, especially the iBard24 System license. The iBard24 System Operator can assign an Agreement and the rights derived from the Agreement to third parties at his discretion, in such a situation the End Customer is authorized to terminate the Agreement.
8. The iBard24 System Operator can commission third parties to execute the iBard24 Account Agreement.

## § 8

1. Within the framework of the iBard24 Account Access Service, the iBard24 System Operator enables an iBard24 Account User to use HelpDesk. HelpDesk is available during Working Hours. Thanks to HelpDesk an iBard24 Account User can receive telephone advice from specialized consultants of the iBard24 System Operator. Notifications can be submitted here: +48 12 684 8880. After Working Hours HelpDesk receives notifications of eventual problems by e-mail: help@ibard24.pl.
2. The iBard24 Account Operator supports the iBard24 System and provides iBard24 Account Access Service on a best efforts basis and in accordance with knowledge and technical potentiality.
3. The iBard24 System Operator bears no responsibility for the content of an iBard24 Account, he is authorized but not required to browse and decide if the content can

cause any obligations towards third parties. The iBard24 System Operator has the right to demand from an iBard24 Account User the discontinuation of any activity on an iBard24 Account, if this activity is considered objectionable by the iBard24 System Operator (even if this activity does not violate the Regulations). A notification of the demand will be sent to the e-mail address of the iBard24 Account User.

4. The iBard24 System Operator bears no responsibility for access by unauthorized persons to data collected on the iBard24 Account, if they received access to this data as a result of actions, either conscious or unconscious, of the iBard24 Account User.
5. The iBard24 System Operator bears no responsibility for damage caused as a result of the iBard24 System and iBard24 Account malfunction (not caused through the fault of the iBard24 System Operator), for example due to problems connected with a telecom operator.
6. The iBard24 System Operator bears no responsibility for sharing a User Password, User Login or data on an iBard24 Account with authorized persons, on the basis of proper rules of law in force.
7. The iBard24 System Operator bears no responsibility for contents which are placed on an iBard24 Account.
8. The iBard24 System Operator bears no responsibility for the loss of data caused by a breakdown of hardware or IT systems and for any other circumstances, which are independent of the iBard24 System Operator. The liability of the iBard24 System Operator for failure to perform or improper performance of the iBard24 Account Access Agreement is limited to the value of the compensation given by the iBard24 Account User to the iBard24 System Operator.
9. The iBard24 System Operator reserves the right to extend the iBard24 System with additional elements or functions and to fix errors, actualize and modify the iBard24 System at any time and without informing the User. In regards to a free iBard24 Account, the iBard24 System Operator reserves the right to place graphic and textual advertisements, which are projected at selected moments of iBard24 Account usage. The iBard24 System Operator can change, break or stop the possibility of using any System version without notifications sent to the User, in order to repair, improve or actualize technology or due to any other justified reason. The iBard24 System Operator bears no responsibility for direct or indirect damages, which result from the sharing and non-sharing of new software versions.
10. All rights of the iBard24 System intellectual property are the exclusive property of the iBard24 System Operator. By virtue of this Agreement, the iBard24 Account User has the ability to use the iBard24 System only to the extent allowed by the Regulations. Unauthorized use of the iBard24 System is an infringement of the Regulations and copyrights of the iBard24 System Operator. All property rights and intellectual property rights concerning works, which: are the property of third party, are not the content of the iBard24 System, but are accessible while using the iBard24 Account Access Service or iBard24 System, are the property of the author of the work and are protected by copyright or other intellectual property protection rights.

## **Personal data.**

### **§ 9**

1. The iBard24 System Operator is an administrator of personal data, which is the content of the Account Base. The Administrator commits himself to process data to the indispensable extent of the iBard24 Account Access Service, in accordance with the law. A personal data administrator can process personal data for a different reason only with the consent of an iBard24 Account User.
2. The iBard24 System Operator provides the iBard24 Account User with the right to correct and to have insight into data saved in the Account Base.
3. The User obligates himself to provide his own personal data and correct contact data.
4. An iBard24 Account User declares that personal data given in registration are truthful and bears the responsibility for giving false data.
5. The iBard24 System Operator declares that the teleinformational infrastructure of the iBard24 System meets the requirements specified in ordinance of the Minister of Interior and Administration, signed on 29 April 2004, concerning documentation of personal data processing, technical and organizational conditions, which should be fulfilled by personal data processing devices and IT systems (Dz. U. 1 May 2004).
6. Personal data marked as obligatory in the register form is necessary for the proper rendering of the iBard24 Account Access Service.

### **§ 10**

1. The iBard24 System Operator obligates himself not to share an iBard24 Account User's identification data and data saved on an iBard24 Account to third parties, except for cases which are specified by legal articles and except for parties, who are authorized by the iBard24 Account User.
2. The iBard24 System Operator reserves the right to:
  - a. temporary disable the iBard24 System availability in order to develop and maintain the System,
  - b. administer occasional, short interruptions in access to the iBard24 System and an iBard24 Account without adducing any reasons,
  - c. immediate discontinuance of the provision of the iBard24 Account Access Service if the iBard24 Account User violates the stipulations of the iBard24 Account Regulations or the copyrights of the iBard24 System Operator. The iBard24 Account User will be immediately informed about the fact by the iBard24 System Operator.
  - d. make changes to functionality and utility features of the iBard24 System and an iBard24 Account.
3. The iBard24 System Operator reserves the right to stop providing iBard24 Account Access Service, if an iBard24 Account User in a gross and persistent way:

- a. commits actions which might hamper or destabilize work of the iBard24 System,
- b. violates legally protected businesses of third parties, especially copyright and personal interests,
- c. violates the stipulations of the iBard24 Account Agreement,
- d. uses the iBard24 System to promote and advertise, especially to present advertisements.

**iBard24 Account.**

**§ 11**

1. An End Customer can choose the following iBard24 Accounts:

- a. free:

1.	Test 1 GB
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- b. payable:

2.	Basic 2 GB
3.	Standard 5 GB
4.	Silver 10 GB
5.	Gold 30 GB
6.	Platinum 50 GB
7.	Platinum XL 100 GB

iBard24 Accounts numbered with 2 – 3 are designated only for End Customers, who do not run a business. iBard24 Accounts numbered with 1 and 4 – 7 are designated for End Customers who either do or do not run a business.

Consent to receive trade information from the iBard24 Account Operator is a prerequisite for the use of the free iBard24.

2. The iBard24 Account Access Service in the table in point 1 of this paragraph numbered with 2 – 7 is provided for a period of 12 months from the day of the activation of the User Password and User Login and the submission of a proper payment. The iBard24 Account Access Service numbered with 1 is provided for an undetermined period of time from the day of generating the User Password and User Login.



3. If the End Customer who uses the free iBard24 Account Access Service declares his/her will to use a payable iBard24 Account Access Service without loss of the data saved on the free iBard24 Account, the iBard24 System Operator guarantees such possibility to the End Customer on the condition that he will submit a payment in accordance with the Regulations and pricelist on the <http://www.iBard24.pl> Web site.
4. For 30 days after the period, for which the last Payment has been made, the iBard24 System Operator ensures the provision of the iBard24 Account Access Service marked with numbers 2 – 7 in the table §11 point 1 in read-only mode. During this period the End Customer is obliged to submit a Payment for a iBard24 Account access Service numbered between 2 – 7. If a Payment is not submitted for the period of 30 days, the iBard24 Account will be removed (along with the data saved on this Account).

## **Payments.**

### **§ 12**

1. End Customers who have purchased an iBard24 Account Access Service numbered with 1 in the table in §11 point 1 are not obliged to submit any Payments connected with iBard24 Account Access Service usage.
2. Payment for an iBard24 Account Access Service numbered with 2 – 7 in the table in §11 point 1 is yearly paid in advance, in accordance with a rate indicated in the pricelist. Remuneration is paid by the agency of the Payment System. In case of Activation or Activation Prolongation purchase made through an iBard24 Partner, the Payment is collected by the iBard24 Partner. Payments for subsequent periods, in which the iBard24 Account Access Service will be provided, will be collected in accordance with the present Regulations.
3. Within a period, when the End Customer is entitled to use a payable iBard24 Account Access Service, he can exchange this iBard24 Account for another Account with a larger capacity, which is indicated in §11. In such a case, the End Customer is obliged to submit a complementary Payment for the iBard24 Account Access Service to the iBard24 System Operator. The payment is the difference between the Payment for the iBard24 Account Access Service with a larger capacity and the Payment so far submitted for the iBard24 Account used. In the case of submitting a Payment for the iBard24 Account Access Service with a larger capacity, a period, for which the End Customer was entitled to use the payable iBard24 Account Access Service, will not change (will not exceed a period of one year).
4. The iBard24 System Operator reserves the right to change the amount of the Payment for using the iBard24 Account Access Service and to change the rules connected with those Payments. Changes will be posted on the [www.iBard24.pl](http://www.iBard24.pl) website and by the agency of the e-mail address given during registration.
5. Payments through the Payment System can be submitted only by individuals who are authorized to use payment instruments (only an authorized user can make use of a payment card or bank account). Detected cases of abuse will be directly submitted to the proper Police department by the iBard24 Account Operator.
6. Payment is made by charging a payment card (credit card, debit card etc.) or by bank transfer with usage of systems such as e.g. Transfer (mBank) or mPay (Inteligo).

7. After approval of the transaction form and the choice of payment method the End Customer is automatically directed to: the website of the authorization and accounting centre, which is the partner of Dotpay (when a payment card is used), the website of the bank, which is the partner of Dotpay (for Internet transfers), the website of Dotpay (for traditional transfers).

### **Complaint proceedings.**

#### **§ 13**

1. In case of non-fulfillment or improper fulfillment of the iBard24 Account Agreement a letter of complaint from the iBard24 Account User should be sent to the iBard24 System Operator to the address of the iBard24 System Operator and should indicate:
  - a. the personal data of the iBard24 Account User, which enables contact with the User and identification as an iBard24 Account User,
  - b. the remarks of the iBard24 Account User,
  - c. circumstances which justify the complaint of the iBard24 Account User,
  - d. the potential manner in which the alleged violation may be resolved on demand of the iBard24 Account User.
2. The iBard24 System Operator is obliged to give a written answer to the complaint within a period of 14 days from the date of receiving the complaint. He should inform the User if he acknowledges the complaint and how it will be resolved. If he does not acknowledge the complaint, he should provide a reason for this decision. If there is the necessity to complete the complaint notification or explain additional circumstances connected with services, which are provided in favor of the iBard24 System Operator by entities acting as subcontractors, the iBard24 System Operator sends information to the iBard24 Account User about the need for the completion of a complaint notification or explanation of the circumstances, within a period of 7 days.
3. The letter of complaint which does not fulfill the requirements indicated in point 1 is not valid until the moment it is completed. The period of 14 days for the iBard24 System Operator's answer begins on the day of the correct fulfillment of the complaint notification.

### **Change of iBard24 Account Agreement stipulations and iBard24 Account Regulations.**

#### **§ 14**

1. Changes to the iBard24 Account Regulations made during the period of iBard24 Account Agreement are published in the iBard24 System. The iBard24 Account User receives information about the change to iBard24 Account Regulations – as well as the date of introducing the planned changes to the iBard24 Account

Regulations. This information will be in the form of a proper notation in the iBard24 System, and will be placed on the [www.iBard24.pl](http://www.iBard24.pl) website and sent to the e-mail address of the User.

2. Within a term of 14 days from the day the iBard24 Account Regulations changes to the iBard24 System are published, the End Customer can issue a written statement concerning the resignation of the iBard24 Account Agreement. After this period, the parties are bound to the iBard24 Account Agreement, which results from the changed iBard24 Account Regulations.

### **Termination of the iBard24 Account Agreement.**

#### **§ 15**

1. The End Customer has the right to terminate the iBard24 Account Agreement within a period of 10 days from the date of its conclusion.
2. The End Customer may terminate the iBard24 Account Agreement exclusively in cases determined in the iBard24 Account Regulations.
3. The End Customer has the right to terminate the iBard24 Account Agreement with immediate effect by sending a termination notice in written form under clause of nullity:
  - a. in case of the cession of rights and obligations of iBard24 System Operator to third parties,
  - b. if the End Customer does not accept the stipulation of new iBard24 Account Regulations or its changes (in case of expressing an act of volition within a term of 14 days from the date of changing or introducing new content to the iBard24 Account Regulations),
  - c. anytime, without reason, with effect at the end of the iBard24 Account Access Service activity period, which results from a submitted Payment.
4. Both parties of the iBard24 Account Agreement have the right to terminate an iBard24 Account Agreement with a one-month termination notice. The iBard24 System Operator retains the submitted Payment.

#### **§ 16**

In case of iBard24 Account Agreement termination the iBard24 System Operator removes all data saved on the iBard24 Account immediately.

## **Concluding dispositions.**

### **§ 17**

iBard24 Account Regulations are binding in accordance with article 8 of the Act on providing e-services, signed on 18 July 2002 (Dz.U. 2002.144.1204 with further changes) and article 384 of the Civil Code (Dz.U. 1964.16.93 with further changes).