



Terms of service

Regulations define the rules for the use of the Service feedink.com maintained by Feedink Sp. z o.o, based in Poland, Al. Prymasa Tysiąclecia 48A/44A, 01-242 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City Warsaw, XIII Commercial Division of the National Court Register, under KRS number 0000570807, having a tax identification number: 5272742296.

PLEASE READ THE TERMS CAREFULLY BEFORE YOU USE OR ACCESS FEEDINK, THE WEBSITE, & THE BLOG. BY USING OR ACCESSING FEEDINK, THE WEBSITE & THE BLOG, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU ARE USING THE SERVICES ON BEHALF OF AN ORGANIZATION, YOU ARE AGREEING TO THESE TERMS FOR THAT ORGANIZATION AND REPRESENTING THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS. IN THAT CASE, "YOU" AND "YOUR" WILL REFER TO THAT ORGANIZATION. IF YOU DO NOT ASSENT TO THESE TERMS, PLEASE DO NOT USE OR VIEW FEEDINK, THE WEBSITE, & THE BLOG. By accepting these Terms, you warrant that you are at least eighteen (18) years old and may lawfully enter into and form binding legal contracts. If you are entering into these Terms on behalf of an organization (for example, your employer), you warrant and represent that you are a duly authorized representative of such organization with the authority to enter into binding contracts on behalf of such organization.

I. Definitions

1. Terms of use – „the rules for the use of the Service feedink.com”.
2. Platform – system called "feedink.com" and available online acting in a SaaS model (does not require installation on a user's computer) to which it is possible to login with the service feedink.com.
3. User – the person who signed SaaS Service Contract of feedink.com for purpose related to their business or professional activity.
4. Service Provider – Feedink Sp. z o.o.
5. Account – functionality and resources available and assigned to the User under the feedink.com Platform.
6. Contract – contract for the provision of electronic services using feedink.com Platform, where the user accepts the Service Provider conditions set out in these Regulations after proper completion of the registration form and acceptance of the Service Provider.
7. Feed – file (usually in the format *. xml, *. csv, or *. txt) created as the list of products, services, articles, etc. and their attributes, organized in such a way that each item could be presented in a unique way.

II. Use of the platform

1. feedink.com Platform is providing services in the field of generating and managing Feed using the Internet. Feed generation is the process of collecting the information contained on the



website in order to obtain information on the products, services, goods, etc. The term may also refer to the creation of new Feed from an existing file containing data about products, services, articles, etc. Feed management involves defining the parameters for the process of its generation.

2. To use the Platform, System and resources it is necessary to have a device that allows the user to access the Internet, including a program to browse its content, accepting the files of "Cookies" and JavaScript enabled and the possession by the User an e-mail.
3. By creating an account in the feedink.com Platform, User assumes full responsibility for the manner and character of the Feed use.
4. User is not allowed to use accounts of other Users and share his account with other people, except for situations in which persons has attorneyship given by the User to act on his behalf
5. feedink.com account cannot be sold, exchanged or surrendered.
6. The Service Provider has the right to block access to the account without prior notice in the case of:
 - a. User violates the provisions of these Regulations,
 - b. User does not apply to existing legislation, in particular the Polish Civil Code of 23 April 1964 (Journal of Laws of 1964 No. 16, item. 94, as amended. Chg), the Law on electronic services of 18 July 2002 (Journal of Laws No. 144, item. 1204), the Law on Personal Data Protection of 29 August 1997. (Journal of Laws of 2002 No. 101, item. 926);
 - c. amount due from the use of the system exceed a period of three (3) months,
 - d. User does not login to your account for more than twelve (12) months.
7. By accepting the Terms of use, the User declares that:
 - a. read and accept all regulations and provisions,
 - b. joined to the Platform on his own free will,
 - c. information given in the registration form and the Account is true,
 - d. agrees for processing of User personal data by the Platform, provided in the registration form for the purposes of proper implementation of the Agreement - consent to the processing of personal data by clicking the appropriate box with a statement of agreement to the processing of personal information contained in the registration form;
 - e. agrees to receive information from service providers, as well as messages sent on behalf of and in consultation with stakeholders cooperating with him, including the sending of commercial information and information about the problems, changes or technical breaks in the operation of the Platform and Service - consent to transmission of commercial information also requires clicking the appropriate box at the statement of agreement to receive commercial information located in the registration form;
 - f. personal information placed on Account concerning User or any other person was in compliance with the law and that it does not affect the property of third parties. The Service Provider is not responsible for breach by User of the provisions of these Regulations;
 - g. agrees to the issuance or transfer by the Service Provider invoices concerning the use of the Platform in electronic form. Such consent may be cancelled any time by



submitting a written statement to the appropriate service representative of feedink.com;

- h. right to use your Company name as a reference for promotional purposes on the Website and in other communication with existing or potential feedink.com users. For instance, we might list your company on one of our webpages under lists of Feedink's customers. Nonetheless, we don't want to list users who don't wish to be listed, so you may send an email to contact@feedink.com stating that you do not wish to be used as a reference.
8. Personal data will be processed by the Platform only with the authorization to process the data, and only for the purpose of electronically supplied services by the Service Provider and the other purposes specified in the Regulations.
9. The information presented on the Website, including information about the presented services, in particular their descriptions, technical and performance characteristics and price, are an invitation to contract, within the meaning of Art. 71 of the Polish Civil Code.
10. Order is considered as accepted by the Service after confirmation of the order submitted by the User.

III. Account and registration

1. In order to use the services of Platform feedink.com User must complete the registration procedure by which the individual Account will be created.
2. The appropriate form available on the web site (hereinafter referred to as "Form") must be completed by the user to register on Platform. User has to give data necessary to perform services on the Website, such as User e-mail address, web site address, and company name, tax identification number and password. Data submission is voluntary, however, without their administration Service Provider cannot provide services for technical reasons.
3. Receiving messages about the successful completion of the registration process from the Administrator means, User Account has been created and a contract between User and the Administrator concerning the operation of Accounts has been concluded.
4. Access to User Account is obtained after logging (ie, giving User login and password).
5. The system messages at e-mail specified in User Account will be sent. Assuming Account, User may also agree to receive commercial information by electronic means which include feedink.com offer. Once logged in user can at any time decide to subscribe or cancel to the newsletter - according to the current Administrator offer.
6. The password for the system must meet the requirements of a high level of security defined in the Regulation of the Minister of Interior and Administration of 29 April 2004 on personal data processing documentation and technical and organizational conditions which should be fulfilled by devices and systems used for the processing of personal data.
7. A registering person has the ability to select the following options:
 - a. agreement to the processing of data in order to provide the services available on the Site, and acceptance of Terms,
 - b. consent to receive newsletter feedink.com containing the current announcements and information regarding the content of the Website and the services provided by



the co-operators and advertising on the site and on postcards distributed through the site (consent to receive commercial information by e-mail).

8. The consent referred to in point. 7 b is optional and consent is not obligatory for registration on the Website and access to User services. Although if User do not select this option during the registration process he can at any time decide to subscribe to feedink.com newsletter.
9. The User has the right at any time to request to unregister and remove the account by contacting the following address: delete@feedink.com.
10. After logging in, The User is able to edit personal data as part of editing data option.
11. In the case of User data removal request provided in the form or cancellation User agreement to the processing of data by the Platform or turn down Terms of use the Administrator is not able to provide services thus the User Account will be deleted

IV. Accounting (Payments and Pricing)

1. The Subscription is valid for one year and is billed on monthly basis.
2. Basic Subscription pricing are presented on our website, <http://feedink.com/pricing>
3. The fees are determined individually, after preparing the valuation by the Service Provider and approved by the User electronically.
4. User may request through Internet for an individual quotation for the service. In order to obtain a quotation User has to send a request for individual valuation to the Service Provider, using a special form provided on the Website. In case of an individual valuation inquiry, Service Provider shall provide valuation to User during two (2) working days from the date of receipt of the quote. Valuation received by the User is valid for 14 days from its receipt.
5. User can place the order for specific service after completing a request form.
6. After filling out the order form, and before sending it to the Service Provider, the User receives summary of the order in which the specified payable services are ordered. Summary contains date of realization, the price of the ordered services and the value of the entire order, including tax rate.
7. Placing an order takes place upon sending of the order form to the Service Provider, in subject to paragraph. 6
8. After placing an order, the Service Provider sends confirmation e-mail of the order to the address provided by the User.
9. The fees consist of two components: implementation (one-time payment) and subscription (monthly Feed maintenance). Fee for implementation steps from the need to adapt the system to retrieve information about products, services, articles, etc., for a particular website. The cost of maintaining Feed consists of maintenance and the costs generated for data storage. If update of implementation is needed upon request of the User then additional fee may also be applied. This is a one-time payment resulting from the need to adapt the system of collecting data and as a result of the website structure changes. The user makes a payment for services by bank transfer to the bank account of the Service Provider on the basis of pro-forma invoice.
10. Payments for properly performed services are not recoverable.
11. At the beginning of the next billing month, within five (5) business days, on the Account tab "Settings" are generated invoice pro-forma with payment terms of 30 days. The Service Provider issues the invoice for each paid order, which is sent to the User address. User can



agree to receive invoices in an electronic file format (pdf) and then it can be downloaded from the Account. Agreement can be cancelled at any time by sending to the Service Provider email contact@feedink.com with appropriate declaration of will.

V. Refunds and Termination

1. You may cancel a monthly Subscription at any time by providing notice to feedink.com via the account management functions on feedink.com system. Upon cancelling your account, feedink.com will allow to continue your account with full functionality to the end of the billing period of your chosen subscription plan.
2. We do not generally refund cancelled contracts. For example, if Your contract is monthly and You request a refund after two days, no refunds will be admitted. No refunds are issued for setup charges. The only exception is when feedink.com cancels your Account without cause. In such a case, feedink.com will refund a prorated portion of your monthly pre-payment.
3. feedink.com will not refund if there is a cause for the Account cancellation, such as a violation of these Terms or our Privacy Policy.

VI. Area of responsibility

4. The Service Provider is not liable for system disruptions caused by factors such as force majeure or hardware failure for reasons beyond the control of the Service Provider.
5. Service Provider is committed to providing the highest quality of its services.
6. Service Provider is not liable for unauthorized use by third parties of materials posted by User.
7. Use by Members of graphics, layout, composition, and determinations subject to the rights of the Service Provider is not allowed, except as provided in the Regulations or with the consent of the Service Provider.
8. Declared level of service availability is 350 days in a year. The Administrator reserves the possibility of interruptions in the availability of the Service due to maintenance page modernization or repair the Platform. Once limited availability not exceed 3 working days. For technical service interruptions will post a message on the webpage, indicating the estimated time constraints in the availability of page. Service Provider will make very effort to technical breaks occurred as rarely as possible and to be as easy as possible for its customers.
9. Site owner is not responsible for the actions of advertisers.
10. Service Provider responsibility for improper performance or non-performance of the contract is limited to the amount of funds paid by the User, for the realization of the services which the claim relates.

VII. Limitation of liability

1. FEEDINK, THE WEBSITE, AND THE BLOG ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE



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VIII. Indemnity

1. You agree to indemnify and hold feedink.com and its team harmless from any losses (including attorney fees) that result from any claims you make that aren't allowed under these Terms due to the "Limitation of Liability" or other provision. You also agree to indemnify and hold us harmless from any losses (including attorney fees) that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

IX. Complaints

1. Any disruption in the functioning of the Platform may be notified by the user via the notification of the Service Provider by e-mail contact@feedink.com. For efficient identification of defects or irregularities in the functioning of the service, the complaint should be submitted without undue delay between the detection of a fault by User.
2. Complaints will be dealt with by the Service Provider within 14 days of sending the complaint.

X. Privacy policy

1. We may use and disclose your information according to our Privacy Policy. Our Privacy Policy will be treated as part of these Terms.

XI. Final resolutions

1. The Service Provider has the right to change the Rules and the launch of a new version of the services provided under the Platform subject to the provisions contained in the sections below.



2. Service Provider reserves the right to change the monthly payment as a result of increased costs associated with the provision of the Service in thirty (30) days advance. Information on changes of fees will be delivered by email to the address specified by User during registration. If Service Provider changes the rules or the scope or method of provision of services, the User has the right to cancel the contract at no additional cost within 14 days from the date of confirmation of receipt message. To cancel the contract User has to send declaration of cancellation to the email address specified in payment change message.
3. The service provider is required to notify all Users of the Platform of amendments to the Regulations on fourteen (14) days prior to its entry into force. Notification will be sent via email to the address specified by User during the registration process. Service Provider will also put the information visible to the User on the first screen after logging on.
4. Either party may terminate the agreement for the provision of services by email at any time and without giving reasons, subject to the rights acquired by the other party prior to the above Regulations. It is permitted to terminate the contract for the provision of services by email in respect of a specific pay service while maintaining the provision of other services.
5. User has the ability to transfer rights and obligations under the Agreement, for a person fulfilling the criteria for accession to the Agreement, if and only if the Service Provider approve.
6. The parties agree that a statement addressed to the other Party in the course of using the System may be submitted by the email:
 - a. in case of the User: email indicated on registration form,
 - b. in case of Service Provider: contact@feedink.com e-mail address.
7. The law applicable to the settlement of any disputes arising under these Regulations shall be governed by Polish law. Any disputes arising from these regulations, the parties will resolve before the actual service providers for the seat of the common courts.
8. Above version of Terms of use is valid from 01 June 2016.