

**TERMS AND CONDITIONS OF
PROVISION OF SERVICES BY ELECTRONIC MEANS
THROUGH KidRef WEBSITE**

§1

Recitals

1. These Terms and Conditions govern the provision of services by electronic means through the Website by Service Provider, including terms of use of the Website as well as rights and obligations of the Website Users.
2. While using the Website in any way, User declares and confirms that they have read and are aware of Terms and Conditions and that they accept and agree to comply with Terms and Conditions.

§2

Definitions

Terms and Conditions include the following capitalised definitions to be understood and hereinafter referred to as:

1. “**Website**” - specially-designed internet platform comprising web pages, applications and internet tools provided to users through the Internet at www.kidref.com, exclusive rights whereto are owned by Service Provider;
2. “**Service Provider**” - company registered under the name: 9livesdata sp. z o. o. sp. k. with seat in Warszawa (02-798) at ul. Ekologiczna 1/19, entered in the National Court Register Regional Court for the Capital City of Warszawa, based in Warszawa, 12th Commercial Department of the National Court Register, under No. KRS: 0000303259, Tax Identification Number NIP: 951-225-01-47, with share capital in the amount of 49 500 PLN;
3. “**Terms and Conditions**” - the present document describing the terms and conditions governing the provision of services by electronic means in accordance with art. 8 the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2002, No. 144, item 1204 as amended), set by Service Provider;
4. “**User**” - each person meeting the requirements provided for in Terms and Conditions, who in any way uses the Website;
5. “**Service**” - the service provided by electronic means by Service Provider to Users through the Website;
6. “**Agreement**” - agreement on services provided by electronic means, made between User and Service Provider in accordance with Terms and Conditions;

7. **“IT System”** - system of linked and cooperating IT tools and software for processing of data through telecommunications systems, used by Service Provider in order to provide the Service;
8. **“Act on the Provision of Services by Electronic Means”** - the Act of 18th July 2002 on the provision of services by electronic means;
9. **“Personal Data Protection Act”** - the Act of 29th August 1997 on protection of personal data, (Journal Laws of 2002, No. 101 item 926, as amended);
10. **“Copyright Act”** - the Act of 4th February 1994 on copyright and related rights (Journal of Laws of 2006, No. 90 item 631 as amended);
11. **“User’s Account”** - User’s interface enabling User’s access to the Website in accordance with Terms and Conditions;
12. **“Entries”** - private entries made by Users referring to events and their timing with regard to Users’ children submitted to the Website with the use of tools offered within the Website by Service Provider. One entry may include several pieces of information.

§3

Type and Scope of Service Provided Through the Website

1. Service Provider provides access to specified functionalities through the Website, such as:
 - 1) provides access to contents upon User’s individual request (by displaying a web page of specific internet address - URL),
 - 2) enables Users to make Entries - by publishing them on the Website,
 - 3) provides access to the Entries made by other Users,
 - 4) enables comparing the Entries made by Users’ children with the collective results for the population.
2. Using the Website is in principle free of charge, with the exception of some functionalities within the Website being accessible for a fee or by User’s fulfilling specific conditions described within the Website.
3. Service Provider reserves the right to introduce new functionalities within the Website, including those accessible exclusively for a fee and to unilaterally decide on the contents of the Website as well as to alter and modify the Website.

§4

Conclusion and Termination of the Agreement

1. Users may be natural persons with full legal capacity (i.e. adults, not legally incapacitated either partly or entirely) as well as other bodies possessing legal capacity on the basis of separate regulations, who entered into the Agreement with Service Provider to use the Website in accordance with Terms and Conditions specified herein.

2. Conclusion of the Agreement on providing the access Service to contents of informative nature through the Website occurs on User's entering in the browser window the internet address (URL) of the Website or of any web pages within the Website, or the User's choosing redirection to the Website or to any web pages within the Website, while termination occurs on User's leaving the Website, or on Service Provider's ceasing to provide the access Service to contents of informative nature.
3. Provision of the access Service to the remaining functionalities within the Website requires User's prior registration in the Website. Prior registration in the Website is particularly required to make Entries or to gain access to the information submitted by other Users.
4. The Agreement on provision of the access Service through the Website to functionalities requiring prior registration is concluded on User's completing the registration procedure as provide for by Terms and Conditions.
5. Registration in the Website is performed by creating an account through integrated logging provided with the use of functionalities offered within the website operating at www.facebook.com domain and is initiated by clicking the "LOGIN THROUGH FACEBOOK" button provided in the Website. By registering in Service Provider's IT System in the manner specified above, User confirms that they have read and accept Terms and Conditions.
6. Termination of the Agreement on provision of the access Service through the Website to functionalities requiring prior registration, including deleting the User's Account may occur at any time on User's request in the written form sent to Service Provider's address specified in § 10 sect.1 of Terms and Conditions or e-mail address specified therein, without stating the reason or on the initiative of Service Provider, in cases specified in § 5 of Terms and Conditions.
7. Termination of the agreement on provision of the Service may result in deleting all data submitted by User from the IT System, unless it proves impossible due to the nature of the specific functionality or unless otherwise provided for by law.
8. Using functionalities requiring prior registration through the Website is only possible after User has logged in.

§5

User's Rights and Obligations

1. User may cease to use the Website at any time.
2. User has the right to place a complaint with regard to the Service in accordance with § 10 of Terms and Conditions.
3. User agrees to use the Website in accordance with the law in force, social and moral norms, the provisions of Terms and Conditions as well as the good practice principles of using the Internet.
4. While using the Website User agrees to refrain from all and any unlawful actions, and in particular from:
 - 1) using the Website for unlawful purposes, in contradiction to Terms and Conditions, against good manners or commonly accepted good practice principles in the Internet,

- 2) using the Website in a manner that infringes Service Provider's, other Users' or third parties' rights,
 - 3) submitting through or to the IT System data which causes disturbance or overload of the IT System, unwanted commercial information within the meaning of the Act on the Provision of Services by Electronic Means (spam) or data which otherwise violate the law or Terms and Conditions.
5. User bears full responsibility for any damage resulting from their conduct within the Website which is contradiction to the above stipulations.
 6. Service Provider may permanently or temporarily cease to provide the Service to User through the Website or particular functionalities of the Website - including Service Provider right to permanently delete the User's Account - in the instance of User's violating or a founded suspicion of User's substantial violating of the law, Terms and Conditions, Service Provider's, other Users' or third parties' rights, good manners or commonly accepted good practice principles in the Internet, and in the instance of User's refusing to accept alterations of Terms and Conditions.
 7. In accordance with the Act on the Provision of Services by Electronic Means, Service Provider has the right to block the access to the data submitted by User to the IT System in the instance of:
 - 1) service of an official notice on the unlawful nature of the stored data and activities related hereto,
 - 2) obtaining credible information or being notified in any way of the unlawful nature of the stored data and activities related hereto,
 8. In the above instance, Service Provider shall notify User without delay of the intention to block the access to the data, through the e-mail address submitted by User during the process of registration.
 9. Service Provider reserves the right to require User to immediately cease their actions, which have not been prohibited by Terms and Conditions, however may still infringe upon the interests of Service Provider, other Users or third parties. User's refusal to comply with such requirements shall be deemed as User's violation of Terms and Conditions.

§6

Limitation of liability

1. User shall use the Website at their risk and expense.
2. Service Provider shall not be responsible for User's using the Website in a manner which violates Terms and Conditions.
3. Service Provider does not guarantee that using the Website will be free of errors, faults or breaks.
4. Service Provider shall not be responsible for any damage User may bear resulting from a break in the access to the Website due to force majeure, incorrect operation or

faults of User's hardware or software as well as Users' failing to comply with Terms and Conditions.

5. Service Provider shall not be responsible for User's loss of/gaining access to the User's Account by third parties, unless Service Provider is at fault for User's loss of/gaining access to the User's Account by third parties.

§7

Technical Specification

1. Using the Website requires User to meet the following minimum technical specification:
 - 1) Internet access,
 - 2) access to web browser: Mozilla Firefox 4 or newer, Microsoft Internet Explorer 9 or newer, Google Chrome 17 or newer,
2. Service Provider stipulates that in the instance of using some functionalities provided through the Website, activating the SSL protocol for communication security, enabling Java Script, Java, Flash and cookies may be required.

§8

Information on Specific Risks Related to Using the Service and on Function and Purpose of Software or Data from Outside the Contents of the Service, Submitted by User to the IT System

1. In accordance with art. 6 of the Act on the Provision of Services by Electronic Means, Service Provider supplies information on risks related to using the Service, identified by Service Provider as potential risks which User ought to take into consideration despite Service Provider's applying security systems against unauthorised actions by third parties:
 - 1) possibility of receiving unwanted commercial information (so called spam) by electronic means,
 - 2) possibility of being affected by malware (malware software, internet bugs) in the web environment, propagated by code replication,
 - 3) possibility of acquiring passwords (phishing) by sending false electronic messages purporting to be authentic ones and consequently acquiring User's personal and confidential information,
 - 4) possibility of breaking security codes in order to acquire personal and confidential information for the purpose of identity theft by sending false electronic messages purporting to be authentic ones,

- 5) violation of copyrights by unauthorised copying and using without consent or knowledge of authorised bodies.
2. Function and purpose of software or data from outside the contents of the Service, entered by Service Provider to the IT System used by User are provided for in §11 of Terms and Conditions.

§9

Intellectual Property Rights

1. Service Provider provides through the Website materials being a subject of Service Provider's or third parties' copyright, including compositions in the meaning of the Copyright Act as well as trademarks and other marking protected by the provisions of law.
2. Users of the Website are entitled exclusively to personal use of materials specified in § 9 Clause 1 of Terms and Conditions, provided through the Website.
3. Users may use compositions protected by copyright or intellectual property rights in excess of personal use, including copying, making the composition publically accessible and any and all other types of use, exclusively under the consent from authorised bodies.
4. Users providing their Entre in the Website agree for personal use of the contents by other Users.

§10

Complaint Procedure

1. Complaints placed with regard to the provision of the Service are to be sent in the written form (by registered letter) to Service Provider's address ul. Ekologiczna 1/19, 02-798 Warszawa or in the electronic form by sending an e-mail message to office@kidref.com.
2. A complaint ought to include personal details of the person raising the complaint (name, surname, e-mail) and details of the event being the subject of complaint. A complaint which does not include the details specified above shall not be examined by Service Provider.
3. Complaints shall be examined within 14 (fourteen) days of the date of their receipt by Service Provider. In justified cases, this period may be extended and User shall be notified whereof.

§11

Privacy Policy and Personal Data Protection

1. Service Provider fully respects Users' right to privacy and rights under Personal Data Protection Act.
2. Service Provider hereby notifies that in order to facilitate the access to the Website and raise the quality of the Service by recognising Users' preferences, Service Provider uses the cookies mechanism, which stores short text messages on User's computer, allowing User's identification and automatic logging of in the Website.
3. Service Provider stipulates that in order to use some functionalities within the Website, Users are to submit specified personal data which shall be processed by Service Provider in accordance with the provisions of law regulating such processing.
4. The administrator of User's personal data is Service Provider, i.e. company registered under the name: 9livesdata sp. z o. o. sp. k. with seat in Warszawa, 02-798 at ul. Ekologiczna 1/19.
5. User is entitled to view and alter their personal data as well as withdraw their consent for the use of their personal data at any time, with the stipulation that in the instances where such withdrawal concerns the data which is necessary to use a given functionality within the Website, such a statement shall be equivalent to User's statement of termination of the Agreement on provision of the Service.
6. Service Provider guarantees that the data submitted by User shall not be made accessible to third parties, except for the following instances where:
 - 1) obligation to make personal data arises from the the law in force or the data is transferred for the purpose of protecting Service Provider's rights or settling disputes, or
 - 2) User has given consent for personal data to be transferred to third parties.

§12

Final Provisions

1. Terms and Conditions come into effect on 20.08.2013.
2. The current version of Terms and Conditions is provided through the Website, in a manner which enables storing and viewing in the ordinary course of activities.
3. Each alteration of Terms and Conditions shall come into force:
 - 1) on expiry of 15 (fifteen) days of the date of notification of the alteration or on other date specified by Service Provider, no sooner than 15 (fifteen) days; in the instance of User's refusing to accept the alteration, User is to submit a relevant statement to Service Provider, submitting whereof includes Service Provider's address specified in § 10 sect.1 of Terms and Conditions, before the alteration comes into force, and to cease to use the Service from that date.
 - 2) with immediate effect on the date of notification of the alteration or on other date specified by Service Provider, provided that the alteration concerns the provisions of Terms and Conditions not affecting Users' situation.

4. In cases not regulated by Terms and Conditions adequate provisions of the Polish law apply.