

'UXERIA' INTERNET APPLICATION REGULATIONS

Used definitions:

Application – Internet application Uxeria, which copyright laws belong to the company Uxeria Ltd. with its seat in Puławska 465, 02-844 Warsaw.

System administrator – Uxeria Ltd. with its seat in Warsaw, registered by District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under the number KRS 0000335318, using in business trading tax identification number NIP: 951-22-95-776, REGON 141973207.

Subscriber – entity ordering tests of usability and quality of products, services and solutions with the use of infrastructure made available by System Administrator based on rules defined in Regulations; the range and number of features are regulated by service parameters defined in Pricing valid on the day of making a service order.

Tester – business entity or natural person (person who is 18 years old and has full capacity to perform acts in law) being able to participate in usability tests and use the Application features connected with tests.

User – person or business entity using the Uxeria application.

Test – the process of obtaining data prepared by Subscriber and fulfilled by Tester. The test consists of tasks in which Tester is asked to answer or perform particular actions in Application.

Correctly performed task – test in which Tester will fulfil at least one condition: solving 60% tasks included in the test or solving 3 tasks included in the test.

Recording option – one of features of conducted test consisting in recording Tester's screen view and its camera and sound.

Entry – declaration of Subscriber's will confirming their use of the Application features selected in Entry. Those features will be made available by Administrator after confirmation of receiving Entry and making payment by Subscriber for a set period.

Subscription – cyclic payment for access to the Application features and opportunities of using extra features.

Settlement period – determined time interval for which an invoice is issued.

Company account – server space made available to Subscriber by System Administrator via which he has an individualized access to Application, distinguished by individual ID and secured by password.

Demo account – server space made available to Subscriber by System Administrator for a particular time with reservation that System Administrator is entitled to introduce limitations of features and to shorten or prolong that period.

Tester account – server space made available to Tester by System Administrator via which he has an individualized access to Application, distinguished by ID and secured by password.

Account – total term referring to Company account, Demo account or Tester account.

Critical failure – irregularity in the Application operation which leads to its stoppage, causes loss of data or violates their coherence which results in the fact that using the application is impossible.

Defect – state of Application in which its features operate in an unstable way or among the number of alternative features some are unavailable which results in the fact that using Application is hindered.

Removal of failure(defects) – carrying out actions which effect is restoration of correct operation of Application.

SUBSCRIBER

§1

1. User can create one or more Company accounts.
2. The condition of creating Company account is:
 - a) acceptance of Regulations and becoming familiar with Privacy Policy,
 - b) choice of Subscription and filling in registration form,
 - c) verification of e-mail address used for communication between System Administrator and Subscriber,
 - d) handing over a signed Entry personally to System Administrator or via a person authorized to represent System Administrator or by e-mail.
 - e) making payment for the first subscription period(does not apply to Demo account).

§2

1. Subscriber having company account within his own account can grant access to Application to not more than 20 persons(subaccounts); Subscriber has the possibility of limitation, within subaccount, of rights to features themselves connected with performing tests or to browse tests existing in the account without possibility of their modification
2. Bequests of these Regulations referring to Subscribers apply to the above mentioned persons(subaccounts), included in §3 and §5 and resulting from other rules which aim is to protect important Tester's businesses on the basis of regulations of the Personal Data Protection Act from 29 August 1997(uniform text : Journal of Laws 2002, no 101, item 926, with changes).

§3

Subscriber is obliged to keep in confidentiality his access data to Application. In particular he should not give them to third parties in a different way than through creating separate access accounts(subaccounts).

§4

Subscriber can create a test. In particular he decides about a number of tasks it is going to consist of. The test cannot contain more than 10 tasks.

§ 5

Subscriber is obliged to do his best in order to provide suitable protection of significant Tester's businesses, particularly to obey all the regulations concerning data protection in accordance with the Personal Data Protection Act from 29 August 1997(uniform text: Journal of Laws 2002, no 101, item 926, with changes).

§ 6

1. In order to remove account from Application Subscriber is obliged to inform System Administrator about that plan beforehand.
2. Personal data of Subscriber who deleted account will be archived for the period of 5 years in accordance with detailed regulations, in particular those concerning storage of financial-accounting documentation.

TESTER

§ 7

Each Tester's entry to a test is voluntary.

§ 8

1. Within the range necessary to improve quality of products, services and solutions Tester gives his consent to spread out his image on the basis of regulations of the Act from 4 February 1994 about copyright law and related laws(J.L. 2000, no 80, item 904 with changes). Giving consent will authorize System Administrator and Subscriber to use Tester's image only for suitable fulfilling of contract of using Application within improvement of products, services and solutions of Orderer.
2. Rules concerning giving personal data to other entity presented in the section: 'Personal Data Protection' of these Regulations apply to the above paragraph.
3. During conducted test sound and video recordings can be created. While carrying out a test using a video camera and sound recorder Tester accepts the fact that his image and statements will be recorded. With reservation that every time Tester will be informed about the fact of recording before its start.
4. Tester understands and gives his consent to using the above mentioned data by System Administrator and Subscriber, in accordance with maintenance of rules of the Act from 29 August 1997 about personal data protection(uniform text: J. L. 2002, no 101, item 926, with changes).
5. Tester, who does not give his consent to recording of the above mentioned materials should turn off the option of vision and sound recording before starting a test.
6. Tester does not have any possibility of turning off the option of vision and sound recording after starting a test.
7. Tester does not have any possibility of proceeding an interrupted test. To finish the test he must start it again.

§ 9

1. Tester can start performing tests after previous registration('Registered Tester') or without registration ('Non-registered Tester') in Application
2. Both Registered and Non-registered Testers can take part in Test after previous acceptance of these Regulations.
3. The condition of registration in Application is:
 - a) acceptance of Regulations and becoming familiar with Privacy Policy,
 - b) filling in the form for creating Tester Account,
 - c) verification of e-mail address used for communication between System Administrator and Tester.
4. Each Tester can create only one Tester account.

5. In case of finding that data given by Tester are false or invalid, System Administrator has the right to:

- a) call on Tester to remove irregularities immediately,
- b) block Tester Account until the matter is cleared up,
- c) remove Tester Account.

§ 10

Each Tester is obliged to keep in confidentiality his access data to Application. In particular he should not give them to third parties. In case of finding by Administrator unauthorized Access to account, steps indicated in § 9 paragraph 5 item b and c can be taken.

§ 11

1. System Administrator can organize contests connected with solving tests on the basis defined in appropriate contest regulations.
2. Opportunity of taking part in a particular contest might be limited by criteria determined in contest regulations.
3. Participation of Tester in contests is voluntary.

§ 12

Administrator can introduce forms of payment for tests regulated by separate regulations or agreements.

§ 13

1. While performing tests Tester is obliged to introduce data irrelevant to any persons dead or alive, and particularly to Tester himself("False data"). Tester should use false data in all places of tested websites which require providing personal data, confident or sensitive information.
2. Application in no place requires providing sensitive data, as defined by the Act from 29 August 1997 about personal data protection(uniform text: J.L.2002, no 101, item 926, with changes). In particular Application does not require giving data concerning racial or ethnic origin, political views, religious or philosophical beliefs, religious, party or union affiliation, health state, genetic code, bad habits or sexual life, information about convictions, punishment rulings and fines as well as other rulings issued in court or administrative proceedings.
3. Tester gives sensitive data on his own responsibility. System Administrator is not responsible for any losses occurred while providing sensitive data by Tester voluntarily. At the same time within the range in which Tester will voluntarily give sensitive data he gives his consent to their processing.

§ 14

Tester is obliged to keep in secret information received from Subscriber and those strictly confidential for his company, in particular information concerning presented contents of website or Application, content of test scenario, conducted tasks and questions.

§ 15

Each test can be performed by Tester only once. In case of calculating remuneration for properly conducted test it can be calculated only once with reference to one test.

§ 16

1. While performing a test Tester is obliged not to use insulting comments on vision and sound recorders.
2. Account of Tester who uses words which are generally considered insulting, illegal, untrue, inconsistent with law regulations, propagating violence and hatred, violating moral standards or decency or damaging reputation of System Administrator or Subscriber might be blocked or removed as well as he will be subject to responsibility resulting from appropriate law regulations.

§ 17

1. At any moment Tester can remove his account from Application.
2. After removing account System Administrator is obliged to remove all personal data of Tester, with emphasis that collected personal data recorded on video recordings and demographic data will be processed for the period of 3 years since the date of their registration.
3. After removing account from Application Tester's personal data can be still processed in accordance with rules defined in the Act from 18 July 2002 about electronically supplied services(J.L. from 2002, No 144, item 1204 with later changes) and the Act from 29 August 1997 about personal data protection (uniform text: J.L. 2002, no 101, item 926, with changes).
4. From the day of removing account from Application points not used by Tester are subject to forfeiture. Tester, who removed account, is not entitled to claims on account of loss of not used points.

CONTRACT CONCLUSION, SUBSCRIPTIONS AND PAYMENTS

§ 18

Contract between Subscriber and System Administrator can be concluded by e-mail(see §1 paragraph 3 and 4 of section 'Subscriber's Duties") or via a person authorized to represent and conduct legal actions on behalf of System Administrator.

§ 19

1. Contract is concluded for definite period of time according to selected Settlement Period in Pricing on the day of ordering access.
2. After a lapse of settlement period, contract is automatically prolonged for another settlement period provided that no party within 14 days before the end of settlement period will submit the other party a prolongation refusal in written form.

§ 20

Payments can be made online or through bank transfer on the basis of pro forma invoice sent to Subscriber by System Administrator. Administrator will deliver an appropriate VAT invoice not later than on 7th day since the date of charge posting.

§ 21

Subscriber is obliged to pay for a selected Subscription. Charge for the selected Subscription is calculated in advance for a particular Settlement Period.

§ 22

After receiving the above mentioned charge System Administrator is obliged to make Application features available to Subscriber.

Charge for access to Application is set on the basis of pricing valid on the day of ordering access or on the first day of Settlement Period. Current pricing is available on website www.uxeria.com/cennik.

§ 23

1. Subscriber has the right to change Subscription for more expensive one at any moment of Settlement Period.
2. New Subscription will come into effect on the following day after the date of posting charge and will start a new Settlement Period which causes obligation to pay Charge calculated according to Subscription, decreased by previously paid Charge for remaining period of former Settlement Period.

CUSTOMER SERVICE

§ 24

Within the scope of provided services System Administrator makes Application support system available. The range of support is regulated by parameters of selected Subscription in Pricing.

§ 25

Within access to Application System Administrator is obliged to keep the response time for a particular type of entries:

Critical Failure – maximum response time – 2 working hours, maximum time of repairing failure – 8 working hours(might be extended to 16 hours in case of reasons not connected directly with Administrator),

Defect – maximum response time – 8 working hours, maximum repairing time – 16 working hours(deadline might be extended in case of more complex defects, Administrator will inform Subscriber about an expected date of defect repair),

Improvement Proposal – maximum response time – 16 working hours, maximum implementation time – dependent on acceptance of proposal by Administrator and its scope.

§ 26

Within available Subscriptions in case of not keeping maximum response time and maximum time of failure repair Subscriber is subject to conventional penalty given by System Administrator in the form of prolonging valid period of Subscription by one month. Total extension of the period on that basis cannot exceed 3 months. Subscriber is not entitled to claim compensation carrying the amount of restricted in these Regulations conventional penalties or seek damage as a result of inappropriate operation of Application and exposing Subscriber to losses.

§ 27

There is an opportunity of purchasing additional servicing and repairs not included in Subscription on the basis of a separate contract. Price offer is available after contact with a representative of System Administrator.

PERSONAL DATA PROTECTION

§ 28

System Administrator declares that collected personal data are protected in accordance with the Act from 29 August 1997 about personal data protection(uniform text: J.L. 2002, no 101, item 926, with changes).

§ 29

1. By accepting terms of these Regulations as well as after becoming familiar with Privacy Policy User gives his consent to processing by System Administrator personal data for purposes connected with correct operation of Application as well as for marketing purposes.
2. If user does not give his consent to personal data processing for marketing purposes, he is obliged to emphasize it while creating an account.
3. Giving personal data by User is voluntary.

§ 30

1. By accepting Regulations and at the same time giving consent to processing of collected personal data Tester agrees to hand collected data through System Administrator to other entity i.e. Subscriber of a particular test on terms presented in Entry concluded in writing.
2. On the grounds of contract Subscriber can process data within the scope and purpose indicated only by System Administrator in the above mentioned contract.
3. Subscriber is obliged to obey rules concerning processing of received personal data in accordance with the Act from 29 August 1997 about personal data protection(uniform text: J.L. 2002, No 101, item 926, with changes) and not to hand collected data to unauthorized persons.

§ 31

1. System Administrator is responsible for obeying regulations included in the Act from 29 August 1997 about personal data protection(uniform text: J.L. 2002, No 101, item 926, with changes) also in case mentioned in paragraph 3 of this section.
2. Liability of System Administrator does not exclude liability of a person who processes personal data at variance with the clause included in Entry.
3. Subscriber to whom, on the grounds of Entry, personal data were entrusted is subject to conformity inspection of their processing on the basis and mode indicated in the Act from 29 August 1997 about personal data protection(uniform text: J.L. 2002, No 101, Item 926, with changes).

§ 32

1. It is forbidden to process personal data by Subscriber entered by Tester in all kinds of forms on a tested website in order to carry out a test properly. In particular it is forbidden to collect, record, store, make available and use them for marketing, advertising or commercial purposes.
2. Item 1 of this paragraph applies to entered by Tester confidential data, particularly e-mail addresses, logins, bank account numbers and other data which processing could cause damages due to loss of data or other damages of property and non-property character born by Tester or third parties because of a conducted test. All the above mentioned personal data can be processed by Subscriber only to improve features of a tested website or application. For data processing inconsistent with Regulations rulings liability is born only by processing entity – Subscriber.

§ 33

1. Name and logotype of Application are subject to legal protection on the basis of appropriate rules.
2. On the basis of the above listed regulations names and logotypes of all third parties are subject to protection, in particular Subscribers whose trademarks and brand and trade names are used in Application.
3. User is responsible for maintaining security of his account created in Application. User is obliged to inform System Administrator about each illegal use of his account or any other security violation. System Administrator cannot be and is not responsible for any losses or damages resulting from disregard of these Regulations and security duties.

§ 34

1. User has the right of access to contents of his personal data and their correction.
2. User has the right to obtain information about all entities that process his personal data.
3. User can, at any moment, demand copies of processed by System Administrator his personal data.

§ 35

User is obliged to keep in secret all data which could let an unauthorized person use Application.

COMPLAINTS

§ 36

1. Subscriber can lodge a complaint on account of:
 - a) failure to meet defined in contract deadlines of access to Application due to System Administrator fault,
 - b) default on extra paid services ordered to System Administrator,
 - c) interruption in access to Application.
2. Complaint ought to include the subject of complaint with justification of reasons of its lodging and should be submitted in written form of letter sent to the address of System Administrator or in electronic form sent to helpdesk@uxeria.com.
3. Complaint concerning incorrect operation of Application should indicate Account, Subscriber and time as well as detailed circumstances of problem occurrence. In case of occurrence of error message it is necessary to send its accurate content. Complaint should be submitted immediately after problem occurrence.
4. Complaint concerning an amount of invoice should include the number of invoice, amount and date of invoice issue.
5. Complaints are examined within 30 days since the date of receipt. In cases requiring conducting additional tests System Administrator reserves the right to prolong that time up to 60 days.
6. In case of complaint acceptance System Administrator will contact Subscriber in order to set the amount of compensation. Compensation might be prolonging the validity period of Subscription.
7. System Administrator reserves the right to examine complaint negatively in case when interruption in Access to Application was caused by force majeure or circumstances not connected with actions of System Administrator.
8. Complaints submitted without observance of indicated in this article terms will not be examined.
9. Complaint described in this paragraph exhausts all claims.

§ 37

1. Tester has the right to lodge a complaint with reference to Application operation, particularly including the way of granting points and exchanging points for money.
2. Complaint should include the subject of complaint with justification of reasons of its lodging and should be submitted in written form of letter sent to the address of System Administrator or in electronic form sent to helpdesk@uxeria.com. Complaint should be submitted immediately after problem occurrence.
3. Complaint should include first and last name of Tester, e-mail address and correspondence address.
4. Complaints are examined within 30 days since the date of receipt. In cases requiring conducting additional tests System Administrator reserves the right to prolong that time up to 60 days.
5. Decisions of System Administrator in the subject of complaint are final and binding. Tester is informed about System Administrator's decision in written form sent to correspondence address indicated in complaint submission (or e-mail address provided that complaint has been submitted in such a form).
6. Complaints submitted without observance of indicated in this article terms will not be examined.

CONTRACT NOTICE TERMS

§ 38

Subscriber has the right to cancel Contract and resign from access to Application without giving reasons through submitting a proper declaration in writing at least 14 days before expiry of validity period of selected Settlement Period.

§ 39

After cancelling contract Subscriber has access to Application for 14 days. With emphasis that during that period he will not have access to some features, particularly to creating tests.

§ 40

Subscriber being a consumer according to the Article 221 of Civil Code can withdraw from contract without any reason within 10 days since the date of its conclusion. With emphasis that the right of withdrawing from contract does not apply if providing a service has been started, by courtesy of consumer, before a lapse of 10-day period for withdrawal.

§ 41

Contract termination obliges System Administrator to remove Account along with all data entered to the system by Subscriber. With emphasis that those data will be archived for 5 years, pursuant to valid regulations, including particularly the accounting act.

§ 42

System Administrator can give notice to Contract due to important reasons which might be in particular:

- a) non-compliance by User with rulings of contracts concluded with System Administrator and Regulations,
- b) default by Subscriber on the duty of making payments for Access to Application.
- c) non-compliance by User with valid legal regulations.

CHANGE OF REGULATIONS

§ 43

System Administrator reserves the right to change Regulations at any time without necessity of justifying them to Users. In case of necessity of making changes in Regulations, User will be informed about them 14 days in advance. All changes come into effect at the moment of announcing them in the system.

§ 44

Until the effective date of change User is entitled to revoke contract using declaration in written form delivered to System Administrator. In such a case contract expires with the date when changes come into effect. Lack of User's objection means acceptance of change. On the day of contract expiry all ordered activities awaiting realization will be removed.

FINAL PROVISIONS

§ 45

Regulations come into effect on the day of publication on the website www.uxeria.com.

§ 46

In cases not regulated by these Regulations the rules of Civil Code and adequate acts shall apply. All disputes resulting from service performance will be examined by court of competent venue for the seat of System Administrator. That ruling does not apply to disputes in which consumer is a party.