

TERMS AND CONDITIONS FOR USING THE EWOLLO.COM RESERVATION SYSTEM

§ 1 Definitions

Website - a web portal maintained by the Operator, available at <https://ewollo.com>, which allows making Reservations and adding Opinions.

Application - Ewollo.com software and service within the meaning of the Act on Copyright and Related Rights, operated by Ewollo and distributed under the name "Ewollo", available on the Internet in the domain <https://ewollo.com>. The application is intended for Service Providers and enables establishing contact between the Customer and the Service Provider in order to advertise, promote, offer and book the Services.

Operator - Piotr Penza conducting business under the name Attive Software Piotr Penza ul. Jana Kazimierza, nr 30, lok. 31, 01-248 Warsaw, NIP: 7221512044, REGON: 200422960

Price list - provides information on the amount of the Ewollo service fee. The amount of current fees is indicated at <https://ewollo.com/nn/#pricelist>

Client - a person who created an Account in the Application in order to use the Services offered by the Service Providers.

Account - part of the Application together with a set of IT solutions that allow the Users to use the Application.

Free Period - means a period of 7 calendar days, counted from the date of receipt from the Service Provider confirmation of registration, in which a newly registered User can use the services of Ewollo without paying a fee.

Fees - fees due to Ewollo from the Service Provider for using the Application in accordance with the Price List or other applicable price lists.

Profile - a profile created by the Service Provider in the Application containing, among others: name and address of the Service Provider, contact telephone number, e-mail address, employee data including name / pseudonym, photo; information about the Services offered, including the name of the Service, its description, duration and price.

Registration - placing an Account in the Application consisting in completing and confirming the registration form according to the instructions. The service provider during the registration process will be given the opportunity to log in to the Application.

Booking - booking the Service by the Customer using the Client Application, indicating the date and time of the Service with the Service Provider registered in the Application.

Agreement - an agreement concluded between Ewollo and the Service Provider regarding the use of the Application by the Service Provider under the conditions specified in the Regulations.

Service Provider - a person, a legal person, an organizational unit without legal personality who uses the Application in connection with an economic or professional activity and has created an Account in the Application for itself as an entrepreneur.

Service, Services - services offered through the Application by the Service Providers, in particular in the field of hairdressing, cosmetics, wellness and SPA, and broadly understood preventive care.

User - Service Provider and Customer.

Cookies - means IT data, in particular small text files, saved and stored on devices through which the User uses the websites of the Website.

Operator's Cookies - means Cookies placed by the Operator related to the provision of electronic services by the Operator via the Website.

External Cookies - means Cookies placed by the Operator's partners via the Website.

§ 2 General rules of using the Website

1. These regulations define the types and scope of Services provided by the Service Provider, rules for the provision of Services by the Service Provider, conditions for concluding and terminating contracts for electronic services, the rights and obligations of the Service Provider and Users related to the provision of Services, rules for the protection of personal data of individuals using them, the rules of the complaint procedure and the rules for excluding the Service Provider's liability for providing the Services.
2. These regulations are the regulations referred to in art. 8 of the Act of 18 July 2002 on the provision of electronic services, made available free of charge to Users before the conclusion of a contract for the provision of Services. The Regulations have been placed by the Service Provider on the Website pages in a way that allows obtaining, reproducing and recording the content of the Regulations using the ICT system used by the User.
3. The Service Provider undertakes to provide the Services in accordance with the Regulations.
4. The User is obliged to comply with the provisions of the Regulations from the moment of taking the first action leading to the use of the Services.
5. The User should keep the password for the User Account in secret.
6. It is forbidden to provide false or misleading data by the User.
7. Providing by the User data related to him, as referred to in paragraph 6, may result in termination of the Agreement by the Operator with 5 days' notice, after prior notice displayed on the User's Account to provide true or not misleading data, set a 5-day deadline to comply with such obligation and information that failure to comply from this obligation, the Agreement will be terminated with the notice of term indicated above.
8. The User may have one User Account.
9. The User's account is assigned only to the User. This means a ban on selling the User's Account to another entity, as well as a prohibition on sharing the User's Account (access data to it) to other entities.
10. The User may not provide unlawful content within the Website.
11. The User and the User without an Account are prohibited from using the Website in breach of applicable law and rules of social conduct, in particular, but not exclusively, using vulgarisms, inciting hatred, racism, xenophobia, conflicts between persons or communities, insulting others entities, display obscene or pornographic content.

12. The User is forbidden to use the system in order to conduct business competitive to the Service Provider or Ewollo, in particular by posting website addresses, advertising content or false information to discredit the Contractor or the Services offered by him.

§ 3 Registration and logging in to the Website

1. Registration of a User Account can be made by performing the following activities:
 - a. acceptance of the Regulations
 - b. completing and confirming the registration form
 - c. clicking the activation link sent to the e-mail address provided in the registration form
2. Login to the Website may be made through a login form located on the Website. Login takes place by providing the e-mail address and / or phone indicated during Registration and the associated password. The full functionality of the Website is available only to logged in Users.

§ 4 Reservations

1. After logging in, the User may make a Booking.
2. One User Account can be used to make a Booking with different Service Providers.
3. Confirmation of the booking will be sent to the email address and / or to the User's phone number provided in the User Account.
4. The User and the Service Provider have the right to cancel the Booking at any time but he is obliged to do so by:
 - a. User's Account when the Booking is cancelled by the User,
 - b. Service Provider's Account when the Booking cancels the Service Provider.
5. The User is obliged to make a payment for the Service Provider's Service on the terms specified in § 14.

§ 5 Rules for issuing Opinions

1. The Website enables Users to issue Opinions. The publication of the Opinion is possible after acceptance of the Regulations.
2. The User may issue Reviews solely on the subject of the Service Provider from which the Services have used, unless the Service Provider has not consented to the publication of the Opinion on the Website on the Website.
3. The Operator has the right to delete the User's opinion made on the Website and block the possibility of issuing it if:
 - a. the statement violates the principles set out in § 2 para. 10-12
 - b. the statement was mistakenly connected with the Service Provider or with the Booking, if the content of the statement clearly indicates a mistake,
 - c. the content of the statement clearly indicates a mistake in relation to the point score,
 - d. the content of the statement contains content not referring to the Service.
 - e. with the content of the statement clearly shows that it does not come from the User
4. The Service Provider has no right to delete or edit the Opinions posted by Users in the System.
5. The Operator reserves the right to change the editorial and editing of the Opinion to the extent necessary when the Opinion:
 - a. contains signs that make the content of the Opinion unreadable,
 - b. does not contain Polish characters,

- c. is entirely written in caps (Caps Lock),
 - d. contains spelling mistakes,
 - e. contains punctuation errors,
 - f. contains personal data,
 - g. contains syntax errors.
6. The User's submission of the Opinion is tantamount to:
- a. granting to the Operator a non-exclusive and royalty-free license, with the right to grant sub-licenses, to use the submitted Opinion, without time and territorial restrictions on the fields of exploitation known at the time of the Opinion, including:
 - i. fixation using any known techniques on any known media, including, in particular, fixation by analogue, digital and optical techniques,
 - ii. multiplication by all known digital, analog and optical techniques,
 - iii. publication on large format media (external and internal),
 - iv. multiple public exhibitions,
 - v. operating on the Internet, on websites, via telephone or satellite links, wired or wireless, digital or analogue techniques,
 - vi. public sharing in such a way that everyone can have access to it in the place and time chosen by them,
 - vii. use in marketing activities, including advertising of the Operator
 - viii. using them to create dependent works, and then to use such created works in the manner indicated in paragraph 5 points a point i) to vii), irrespective of the number of broadcasts, emissions or copies produced.
 - b. a commitment not to exercise personal copyrights to the Opinion in relation to the Operator, in particular consenting to the use of the Opinion without providing the name, surname or pseudonym of the creator.
7. By posting the User, the User declares that they are free from claims of third parties and that the User has all rights, in particular proprietary copyrights and proprietary personal rights to the Opinion.
8. The User declares that the publication of the Opinion will not affect any rights of third parties.
9. The User declares that he is the author of the Opinions sent.
10. The User may report to the Operator suspected violation of the provisions of the Regulations by clicking on the "submit for moderation" button next to the published Opinion.

§ 6 The duration of the Agreement, its termination and restriction of access to the Account

1. The contract with the User is concluded after the Registration. The contract is concluded for an indefinite period.
2. The Agreement may be terminated by the User at any time without notice.
3. Termination of the Agreement by the User may take place through:
 - a. contact form found at <https://ewollo.com>
 - b. e-mail (by sending a message to the following address: hello@ewollo.com)
4. The contract with the User may be terminated by the Operator:
 - a. for a one-month period of notice (with the date of termination at the end of the month following the month in which the notice of termination will be filed)
 - b. with a five-day period of notice in the situation referred to in §2 items 10-12 or § 6 point 7 of the Regulations.

- c. if the Operator finds irregularities in the processing of personal data when the User:
 - i. despite his obligation to remove the deficiencies found during the inspection, he will not remove them within the prescribed period;
 - ii. processes personal data in a manner inconsistent with the Agreement;
 - iii. entrusted the processing of personal data to another entity without the consent of the Data Administrator.
5. Termination of the Agreement with the Customer results in the removal of the Customer Account, with the reservation that the data on the Customer Account referring to the Booking and Opinions concerning the Service Providers are recorded in the Account of the Service Provider. Other data is deleted.
6. The Operator has the right to Restrict Access to the User's Account in a situation where the User violates the provisions of §2 sections 10-12. Restriction of access to the Account takes place for a period not longer than 7 days, showing on the User's Account information about the reason for restricting access to the User's Account and the date of unblocking the Account. At 2 (in words: second) restriction of access to the User Account, the Operator has the right to terminate the Agreement within a month of its discovery with a five-day notice period. A similar right is available to the Operator after each subsequent restriction of access to the Account, if he does not exercise the right to terminate the Agreement in accordance with the previous sentence.

§ 7 Operator's liability

1. The Operator, as a result of concluding the Agreement, makes available to the User only an instrument allowing the User to add a Booking and issue an Opinion on the Service Providers. The Operator is not responsible for the content of offers and the manner of providing Services offered by Service Providers to Users.
2. The Service Provider provides his Services to the User on his behalf and on his own account.
3. The Operator will make every effort to ensure that the Website is available in a continuous manner without any disruptions, however the Operator is not liable for non-culpable and independent from the Operator (force majeure) disruptions in the Service functioning caused by force majeure.
4. The Operator reserves the right to temporarily completely or partially disable the Website in order to improve it or carry out maintenance. The Service Provider is not entitled to any claims towards the Operator related to the total or partial exclusion of the Website.
5. The Operator shall make backup copies of data every 24 hours, and keep them for not less than 7 days from the date of their fixation.

§ 8 Technical conditions for using the Website

To use the Website, you need a computer or a mobile device (smartphone / tablet / computer) with access to the Internet, an operating system (Windows or iOS) and an up-to-date web browser.

§ 9 Withdrawal from the Agreement

Within 14 days from the date of conclusion of the Agreement, the User may withdraw from it without giving a reason by submitting an appropriate statement in writing or via the Operator's website at hello@ewollo.com (to keep the deadline, it is enough to send the letter before the 14-day deadline) .

§ 10 Complaint procedure

1. The User has the right to file a complaint regarding the Website or Service at any time, by mail to Active Software Piotr Penza, ul. Jana Kazimierza, nr 30, lok. 31, 01-248 Warsaw or via email: hello@ewollo.com
2. The complaint should contain the User's data (name, surname, mailing address, e-mail address and telephone number, as well as the e-mail address provided during registration on the website) and circumstances justifying the complaint.
3. The operator considers the complaint within 14 calendar days. If the data provided in the complaint need to be supplemented, the Operator will ask the User to indicate this information. The operator sends an answer to the complaint to the e-mail address indicated in the complaint, and in the case of complaints sent by mail to the address of the sender indicated in the complaint.

§ 11 Changes to the Regulations

1. The Operator may at any time make changes to the Regulations on the terms described in this paragraph.
2. In each case, the amendment of the Regulations requires communication of a proposal to change the User by showing relevant information about the Website, available to the User immediately after logging into the User's Account. The amendment of the Regulations becomes effective on the date indicated in the change notice, but not earlier than upon the User's acceptance of the change.
3. The lack of consent for accepting the change is treated as the termination of the Agreement by the User without the notice period.

§ 12 Processing of personal data

1. The Operator entrusts the Service Provider with Customers' personal data for processing, in the mode of art. 28 of the General Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (Official Journal .L No. 119, page 1) (hereinafter referred to as "the Regulation"), on the terms and in the scope and for the purpose set out in this Agreement.
2. The Service Provider undertakes to process the personal data entrusted to it in accordance with these Regulations, the Regulation and other provisions of universally binding law that protect the rights of data subjects.
3. The Service Provider will process, given on the basis of the Regulations, data: name, surname, e-mail address, bank account number, telephone number - concerning Customers.
4. The personal data entrusted by the Operator will be processed by the Service Provider only for the purpose of providing the Services.

5. The Service Provider is authorized to perform the following processing of entrusted data: recording, organizing, ordering, storing, adapting or modifying, downloading, browsing, using, disclosing by sending, distributing or otherwise sharing, matching or combining, limiting, removing or destroying - which are to a minimum extent necessary to achieve the objective referred to in paragraph 2 above.
6. The Service Provider undertakes, when processing personal data entrusted, to secure them by applying appropriate technical and organizational measures to ensure compliance with the GDPR, including an adequate level of security corresponding to the risk of violating the rights or freedoms of the data subjects.
7. The Service Provider undertakes to exercise due diligence in the processing of entrusted personal data.
8. The Service Provider undertakes to authorize the processing of personal data to all persons who will process the entrusted personal data, but it will only be persons who have appropriate training in the protection of personal data and are necessary to perform the Services described in these Regulations.
9. The Service Provider undertakes to ensure that persons who authorize the processing of personal data to perform the Services described in these Regulations, commit themselves to secrecy or will be subject to the appropriate statutory obligation of secrecy referred to in Article. 28 para. 3 point b) of the Regulation, both during employment with the Service Provider and after its termination. The service provider also ensures that the persons referred to in this paragraph will process personal data in accordance with the principle of necessary knowledge.
10. The service provider shall immediately delete all personal data after the provision of processing services and delete all existing copies thereof, unless Union or Member State law requires the storage of personal data.
11. The Service Provider undertakes to help the Operator to the extent necessary to fulfill the obligation to respond to the requests of the data subject and to fulfill the obligations set out in Article. 32-36 of the Regulation. In the event of any requests to the Service Provider regarding the exercise of the rights of persons affected by the data, the Service Provider shall promptly inform the Operator. By providing information, the Service Provider provides data to the sender and the content of the request and determines to what extent he is able to contribute to the request.
12. The Service Provider, after finding a violation of the protection of personal data, reports it to the Operator within twenty-four hours without undue delay.
13. Operator in accordance with art. 28 para. 3 point h) of the Regulation has the right to control, aimed at verifying whether the Service Provider fulfils the obligations arising from these Regulations.
14. The Operator shall exercise the right of control during the Service Provider's working hours and with a minimum of two days' notice.
15. The right to audit includes: access to the premises where the resources involved in the processing of entrusted personal data are located; a request to submit written or oral explanations from persons authorized to process the entrusted personal data; access to all documents and any data directly related to the purpose of the inspection and to inspect devices, carriers and information systems used to process the entrusted data.
16. The Service Provider undertakes to remove the deficiencies identified during the inspection, on a date indicated by the Operator not longer than 7 days.

17. At the request of the Operator, the Service Provider provides all information necessary to perform or demonstrate compliance with obligations arising from the GDPR.
18. The information referred to in paragraph above, is granted within 3 business days from the date of delivery of the application.
19. If the application referred to in para. 17, concerns the implementation of the obligation to report a breach of personal data protection or to remove its consequences, the Service Provider provides information as soon as possible, no later than within 24 hours from the delivery of the application.
20. The Service Provider may entrust personal data covered by these Regulations for further processing to subcontractors only for the purpose of performing the Services after obtaining prior written consent of the Operator.
21. The transfer of entrusted data to a third country may take place only on the documented instruction of the Operator, unless such obligation imposes on the Service Provider EU law or the law of the Member State to which the Service Provider is subject. In this case, before commencing processing, the Service Provider informs the Operator about this legal obligation, unless this law prohibits such information because of important public interest.
22. The subcontractor should meet the same guarantees and obligations imposed on the Service Provider in these Regulations.
23. The Service Provider bears full liability to the Operator for failure to fulfil obligations under these Regulations that are incumbent on the subcontractor.
24. The Service Provider is responsible for providing or using personal data in breach of the Regulations, in particular for providing unauthorized persons entrusted with processing personal data.
25. The Service Provider undertakes to promptly inform the Operator about any proceedings, in particular administrative or court proceedings, regarding processing by the Service Provider personal data specified in the Regulations, about any administrative decision or ruling regarding the processing of these data, addressed to the Service Provider, as well as any planned, if known, or performed inspections and inspections regarding the processing of personal data with the Service Provider, in particular those carried out by inspectors authorized by the President of the Office for Personal Data Protection. This section applies only to personal data entrusted by the Operator.
26. The Service Provider is liable for any damage caused to third parties, which arose due to improper processing of the personal data provided by the Service Provider.
27. The Operator is not responsible for sharing the personal data entrusted to unauthorized persons, taking an unauthorized person, damaging or destroying such personal data in the event that the reason for the above is the act or omission of the Service Provider.

§ 13 Privacy policy

1. The administrator of personal data provided in the scope of the Website is Attive Software Piotr Penza ul. Jana Kazimierza, nr 30, lok. 31, 01-248 Warsaw, NIP: 7221512044, REGON: 200422960.
2. The Administrator processes the data provided by the Customer as part of using the Website. These are in particular: data within the forms or windows available on the Website, as well as data as part of browsing the Website, i.e. those found in cookie files and the IP address of the device.
3. The administrator processes personal data for the proper functioning of the Website, marketing (including analyzing and profiling data for marketing purposes).

4. The Operator makes available to the Service Provider, for the purpose of performing the Services, the User's data that made the Service Booking, in the form of: name, surname, telephone number and e-mail address as described in § 13 above.
5. Providing the customer's personal data is voluntary, however, failure to provide data marked as necessary to provide the Services will prevent their provision.
6. The recipients of Customers' personal data are: Service Providers, external entities providing and supporting the Operator's teleinformation systems, providing services related to the current operation of the Website - under relevant agreements entrusting the processing of personal data and ensuring the use of the above. entities with adequate technical and organizational measures to ensure data protection.
7. The customer has the right to access their data, rectify it, delete it, limit processing and the right to object to the processing of personal data.
8. The Customer has the right to file a complaint to the supervisory body, ie the President of the Office for Personal Data Protection.
9. The customer may exercise the right to withdraw consent to the extent to which his personal data are processed on this basis. The withdrawal of consent does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
10. Cookies used by the Operator are safe for the User's Device. In particular, this way it is not possible for viruses or other unwanted software or malware to enter Users' Devices. These files allow to identify the software used by the User and adjust the Website individually to each User. Cookies usually contain the name of the domain from which they originate, their storage time on the Device and the assigned value.
11. The operator uses two types of cookies:
12. Session cookies: they are stored on the User's Device and remain there until the end of the session of the given browser. The saved information is then permanently removed from the Device's memory. The mechanism of session cookies does not allow the collection of any personal data or any confidential information from the User's Device.
13. Persistent cookies: they are stored on the User's Device and remain there until they are deleted. Ending the session of a given browser or turning off the Device does not delete them from the User's Device. The mechanism of persistent cookies does not allow the collection of any personal data or any confidential information from the User's Device.
14. The User has the ability to limit or disable access of cookies to his Device. If you use this option, the use of the Website will be possible, in addition to functions that, by their nature, require cookies.
15. The Operator uses Operator's Cookies for the following purposes:
 - a. Website configuration
 - i. adjusting the content of the Website pages to the User's preferences and optimizing the use of the Website pages.
 - ii. recognition of the Website User's device and its location and properly displaying the website, adapted to his individual needs;
 - iii. remembering the settings selected by the User and personalizing the User's interface, e.g. in the scope of the selected language or region from which the User comes
 - b. User authentication on the website is based on a token stored in the client's browser in the localstorage space.

- c. Implementation of processes necessary for the full functionality of websites
 - i. adjusting the content of the Website pages to the User's preferences and optimizing the use of the Website pages. In particular, these files allow to recognize the basic parameters of the User's Device and properly display the website, tailored to his individual needs;
 - ii. correct operation of the affiliate program, enabling in particular verification of the sources of Users' redirects to the Website's websites.
 - d. Remembering the user's location
 - i. correct configuration of selected Website functions, allowing in particular to adjust the information provided to the User, including its location.
 - e. Analysis and research and audience audit
 - i. creating anonymous statistics that help to understand how the Service Users use the Website's websites, which allows improving their structure and content;
16. The service operator uses external cookies for the following purposes:
- a. presenting multimedia content on the Website's websites, which are downloaded from an external website:
 - i. www.youtube.com [cookie administrator: Google Inc. with its registered office in the USA]
 - b. collecting general and anonymous static data via analytical tools:
 - i. Google Analytics [cookie administrator: Google Inc. with its registered office in the USA]
 - c. the use of interactive functions to popularize the website using the services
 - i. Twitter.com [cookie administrator: Twitter Inc. based in the USA]
 - ii. Facebook.com [cookie administrator: Facebook Ireland based in Ireland]

§ 14 PayPal payments

In the event that the Customer decides to pay for the reserved Services and makes payments in this respect via PayPal, the Website sends a confirmation of booking to the e-mail address provided in the booking form.

1. All prices of services provided by the Service Provider are gross prices expressed in Polish zlotys and include a tax on goods and services.
2. The Customer booking the Service may pay the amount for the booking using the PayPal payment system.
3. The PayPal system are systems for handling on-line payments to the Service Provider via the Operator.
4. The PayPal payment system is owned and operated by PayPal S.a.r. et Cie, S.C.A., Société en Commandite par Actions, 5th Floor, 22-24 Boulevard Royal, L-2449, Luxembourg, R.C.S. Luxembourg B 118 349
5. The PayPal system operates on the basis of the System Regulations available under the domain www.paypal.pl
6. Payments made through PayPal take place via encrypted protocols based on SSL technology.
7. If you choose as a method of payment using PayPal, the required amount will be automatically taken from the Customer's account.

8. The Operator does not charge any additional fees from the Customer for payments made for booking the Service via PayPal.

§ 15 Final provisions

1. The law applicable to these Regulations is Polish law.
2. All disputes related to the Services provided by the Operator within the Website will be resolved by Polish courts of law, competent for the seat of the Operator.
3. The Regulations have been in force since July 5, 2019.