

TERMS & CONDITIONS OF LEADSTREAM

www.leadstream.io

§ 1. GENERAL CONDITIONS.

1. The inventor and the owner of LeadStream web application available at www.leadstream.io is The Masters Sp. z o.o. located on Kazimierza Wielkiego Street 64-66 50-077 Wrocław, e-mail address: hi@leadstream.io NIP: 8943060072., REGON: 360949350, registered in National Court Register under the KRS number: 0000546003, hereunder called the Service Provider.

2. Herein document is applicable to contracts concluded through website www.leadstream.io. A contract is concluded after the User finishes the registration, creates an account, and makes a payment in the amount depending on chosen Option and the Price list.

3. Definitions:

a). *Terms & Conditions* – herein document, as described in Art. 8 of Electronic Services Act from 18th of July 2002 (Dz. U. 2002 Nr 144, poz. 1204 ze zm.), which is so called adhesion contract in a form of standard form for an agreement, as described in Art. 384 § 1 of Polish Civil Code (Dz. U. z 2014 r., poz. 121 ze zm.), that describes the laws and obligation of the Parties and terms and conditions of using LeadStream web application,

b). *Service Provider* - The Masters Sp. z o.o. based in Kazimierza Wielkiego Street 64-66 50-077 Wrocław, e-mail address: hi@leadstream.io, NIP: 8943060072., REGON: 360949350, registered in National Court Register under the KRS number: 0000546003, administrating the web application LeadStream available at www.leadstream.io,

c). *Web application* – software constituting an electronic access canal through which the User can use functionalities of LeadStream web application,

d). *User* – a natural person using LeadStream web application in their economic or professional activity, or a legal entity/ an organizational unit without legal personality using LeadStream web application,

e). *Account* - a collection of resources in the IT system of the Service Provider, in which User's data is stored. An Account has its individual name — login — and a password given by the User.

f). *Registration form* – available at www.leadstream.io form that allows Users to create an Account,

g). *Service* – chargeable service that is the subject of the contract concluded between the Service Provider and the User on based on herein document,

h). *Commission* – declaration of intent given by the User in order to conclude an agreement on the provision of electronic services listed in Price list, between the User and the Service Provider,

i). *Price list* – a document containing a list of rates and charges for the Service available to purchase on www.leadstream.io, as well as the rules of calculation of these rates and charges. The Price list is an integral part of the electronic services provision contract concluded between the Service Provider and the User and is available at www.leadstream.io/pricing,

j). *Option* – a set of particular services for particular price. Possible Options and their prices are described in the Price list,

k). *Proof of purchase* – a VAT invoice or any other proof that confirms the realization of Service offered by the Service Provider.

§ 2. RULES OF USING LEADSTREAM WEB APPLICATION.

1. The User shall use LeadStream web application in accordance with law, equity, and morality, with respect for personal rights of third parties.

2. The User has the right to use LeadStream web application on the terms described in herein document.
3. The User is responsible for giving their real, accurate and up-to-date data (i.a. name and surname or name of the company, NIP, e-mail address) and shall protect their Account data (login and password).
4. The User shall not copy, modify, share, transmit, or use in any other illicit way any content that is shared through LeadStream's website or Web Application, including LeadStream web application itself.
5. The User shall refrain from any attempts to introduce into the system of LeadStream any harmful data (especially viruses, spyware files, „worms”, etc.).
6. In order to use LeadStream web application one should use at least a computer with processor intel i3, 2GB RAM, graphic card supporting the resolution 1200x800 and 256 colors and Google browser, and a keyboard or other pointing device that allows the User to fill electronic forms.

§ 3. TERMS & CONDITIONS OF PROVIDING SERVICE.

1. Service provided by Service Provider through LeadStream web application on website www.leadstream.io is available for 24 hours a day, 7 days a week.
2. Service provided by Service Provider is charged in accordance to chosen Option and Price list available at LeadStream application's website www.leadstream.io.
3. Service Provider is responsible for providing service with necessary diligence.
4. The User is entitled to use the Service on terms described in herein document.
5. Service is provided after the User properly registers, creates a user's Account and makes a payment in accordance to Price list available at LeadStream application's website www.leadstream.io.
6. Service is started to be provided through LeadStream web application after a payment in accordance to Price list available at www.leadstream.io. is made.
7. Service Provider enables the User to use a free trial version of LeadStream application. Free version allows the User to find 25 e-mail addresses in every 1-month accounting period.
8. Service Provider confirms start of providing the Service with an e-mail to the User, sent to the e-mail address given by the User.

§4. SCOPE OF SERVICE PROVIDED THROUGH LEADSTREAM WEB APPLICATION.

1. Through „Prospecting” Service the Service Provider gives the User a possibility to catalogue data of potential clients in the application available at www.leadstream.io
2. In order to find data of potential clients mentioned herein above, the User can use the system supporting searching for e-mail addresses. In order to use the system the User shall choose the adequate Option and make a payment in accordance to Price List available at www.leadstream.io.
3. The Service Provider does not guarantee that searching for e-mails with „Prospecting” service will be successful.
4. The Service Provider through other service, “Mailing”, available for an additional charge described at www.leadstream.io, provides a tool that allows the User to contact potential clients through e-mail more easily.
5. In order to use “Mailing” service the User needs to have and properly configure an account in G Suite service (gsuite.google.com).
6. The Service Provider does not own their own e-mail servers. E-mails send through “Mailing” service are sent through G Suite account connected with LeadStream application by the User.

§ 5. PAYMENTS.

1. Prices listed in Price list shared through LeadStream web application at www.leadstream.io, are in US dollars.
2. The User can pay for service only with the use of online payments.
3. Payments are collected automatically every month unless the User will resign from purchasing service.
4. If the User does not make a payment in due date, The Service Provider can deny them access to their account after 7 days since the due date, if the payment is still not registered on Service Provider's account.
5. If the payment is still not registered on Service Provider's account after 30 days since the due date, Service Provider has the right to delete User's data.
6. Both denying access to the Account and deleting data shall be preceded by an adequate e-mail sent by the Service Provider to e-mail address given by the User in their Account.
7. Internet payments on Our Website are serviced by PayLane sp. z o.o. which is located in Gdańsk at Arkońska 6/A3, post code: 80-387, KRS: 0000227278.
8. Transaction data, including personal data, can be transferred to PayLane Sp. z o.o. located in Gdańsk at Arkońska 6/A3, zip code: 80-387, KRS: 0000227278, in order to process payments.

§ 6. RECLAMATIONS & COMPLAINTS.

1. The User can file a complaint if Service described in herein document is not provided, or it is provided in a manner contrary to herein Terms & Conditions.
2. The User shall inform the Service Provider about any breaches as soon as they are noticed.
3. Reclamations and complaints on functioning of LeadStream web application should be sent to e-mail address hi@leadstream.io.
4. Reclamation should include User's name and surname/company's name, their e-mail address, description of noticed defects or flaws, and User's claim.
5. If data given in the reclamation is incomplete, Service Provider will ask the User to complete them before processing the reclamation.
6. The Service Provider has 14 days to process User's reclamation.
7. The answer to the reclamation is sent solely to e-mail address given by the User in their Account. There is no possibility of receiving an answer to the reclamation by post.
8. Lack of answer from the Service Provider after 14 days since the reclamation was sent results in qualifying the reclamation as well-founded.
9. The Service Provider cannot guarantee that Service will be free of any downtimes. If at any time a Service for which you have paid becomes unavailable, we will immediately refund any money you have paid. Our refund will cover the period of unavailability and not any period for which Services have been available.

§ 7. PROTECTION OF PERSONAL DATA.

1. While the User fills the registration form and creates an Account they are asked to give their permission to process their personal data by the Service Provider, in accordance to Personal Data Protection Act from 29th of August 1997 (Dz. U. z 2014 r. poz. 1182, 1662).

2. Personal data is processed by the Service Provider solely for the purpose of providing the Service described in herein document.
3. The User has the right to access their data in order to verify, modify or delete them from the Service Provider's database, directly, through the Account or by writing to (hi@leadstream.io).
4. User's personal data can be shared to other people or institutions for marketing purposes only if the User express their permission prior to such action.
5. Specific information about protection of User's personal data are in document "Privacy Policy of LeadStream" available at www.leadstream.io.

§ 8. COPYRIGHT.

1. All photos and other materials (including texts, graphics, logotypes) being part of LeadStream application's website www.leadstream.io are property of the Service Provider or are used by the Service Provider with permission of third parties being entitled to copyright.
2. Copying photos, texts, or any elements of LeadStream application or website is forbidden. Sharing any of these elements in the internet without written permission of Service Provider or a third party to which copyright belongs to, is forbidden.

§ 9. LIABILITY.

1. The User copies or obtains any data or content shared by the Service Provider at their own risk.
2. Service Provider is not responsible for any damages being a result of User using LeadStream web application or copying or obtaining any data or content.
3. Service Provider is not responsible for any damage caused by the User providing false, out of date, or incomplete data, or breaching herein Terms & Conditions by the indicated entities.
4. Service Provider does not guarantee that LeadStream web application will be error-free and does not guarantee that the access to it will be continuous and uninterrupted.
5. Service Provider is not responsible to the User in particular for:
 - a). any action or failure of action of the User,
 - b). any damages suffered by anyone because of actions or failure of action of the User,
 - c). discontinuity of providing the data, or its loss or damage,
 - d). not providing the Service, or a delay in providing the Service, if they were caused by outside factors beyond the control of Service Provider.
6. The User is solely responsible for damages, expenses, data loss, technical problems, obstructions in functioning of the application, and other problems caused by them using web application LeadStream in a illicit, incorrect or neglectful way, or by their failure of action.
7. The User is responsible for actions performed in LeadStream web application with the use of their valid password and login.
8. Service Provider is not responsible for internet connection interruptions that make using LeadStream application impossible. Service provider is in particular not responsible for damages caused by internet connection interruptions such as data loss or inability to transfer data.
9. If the User violates herein Terms & Conditions, or any other document given to them by the Service Provider in connection to the Service, the Service Provider is not responsible for damages resulting from such actions, including actual damage (*damnum emergens*) and loss of possible future profit (*lucrum cessans*).

10. None of the parties is responsible for damages caused by force majeure.

11. Force majeure is understood as extraordinary future event, external and impossible to prevent even with greatest possible diligence, such as:

a). catastrophic acts of nature (*vis naturalis*),

b). actions of state impossible to oppose to (*vis imperii*),

c). actions of armed force during disturbances of collective life such as war, riots (*vis armata*),

d). and sudden and unexpected serious industrial accident or technical failures, or discontinuation of energy supply — which make using LeadStream web application impossible and thus result in total or partial impossibility of providing Service.

12. If any of events mentioned hereinabove in article 11 occurs, the party affected by the event shall inform the other party about the event and its effects as soon as possible.

§ 10. FINAL PROVISIONS.

1. Service Provider has the right to introduce temporary restrictions in using LeadStream web application due to maintenance or improving the application. Service Provider should make every possible effort to perform such actions during nighttime and to limit their duration to the minimum.

2. Service Provider has the right to introduce changes in herein Terms & Conditions. Changes are effective on a date indicated by the Service Provider, but not earlier than after 7 days since they have been announced. Service Provider informs the User about changes that have been introduced into Terms & Conditions as soon as the User logs into their Account.

3. The User who does not accept new Terms & Conditions can cease to use LeadStream web application.

4. All Services that started before changes mentioned in article 2 hereinabove are introduced into Terms & Conditions shall be provided on terms that were in force in the moment of concluding the agreement or in the moment the Service started to be provided.

5. Any disputes between the parties shall be settled amicably. In case if settling the dispute in an amicable manner is impossible, the court competent to settle the dispute is the one having jurisdiction in view of Service Provider's registered office's location.

6. In situations not described in herein document, the parties shall apply provisions of Polish Civil Code (Dz. U. z 2014 r., poz. 121 ze zm.), Electronic Services Act from 18th of July 2002 (Dz.U. z 2002 r., nr 144, poz. 1204 ze zm.), and other relevant regulations.

7. Herein document is effective since 17th of December 2017.