

TERMS OF SERVICE (ToS)

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Key terms:

1. **Service Provider** – Market Labs Sp. z o.o. (LTD), with a registered office at ul. Stanisława Leszczyńskiego 4/25, 50-078 Wrocław, entered into the national register of entrepreneurs at the District Court in Wrocław-Fabryczna, VI Commercial Division of the National Court Register, under the national court register number (KRS): 560833, tax identification number (NIP): 8971809501, and business registry number (REGON): 361653662.
2. **Website** – the IT solutions in the form of world wide web sites, applications, and online services dedicated to entrepreneurs and legal persons, which are available at the following main domain addresses: PriceLab.co and Szpiegomat.pl.
3. **Contract** – a mutual agreement between the Service Provider and the User of the Website; this contractual relationship is based on the provisions of these Terms of Service, the Privacy Policy, the binding legislation of the Republic of Poland, and the license agreement concluded in writing (such agreement is concluded in writing only if the User intends to use the services provided on the Website for at least 6 months and chooses to pay for the services by any method other than advance payment). In particular, the Contract defines the scope of services provided to the User by the Service Provider.
4. **User** – a company, legal entity or organizational unit without legal personality that has registered on the Website and/or entered a legally valid agreement with the Service Provider.
5. **User's Online Shop** - an entrepreneur or legal person that sells products on the Internet.
6. **Internet Service Provider** – an entity that provides services for accessing the Internet.
7. **Contact Form** – an online form linked to the following e-mail address: info@pricelab.co
8. **Complaint** – a statement that contains the claim for the rectification of a faulty product or service.
9. **Civil Code** – the Civil Code Act of 23 April 1964 (Dz.U. [Official Journal] of 1964, no. 16, item 93, as amended).
10. **Logging** – a procedure that allows Users to begin using the Website by entering logging details that have been provided by him/her during registration.
11. **Activation Link** – a sequence of signs that is sent by e-mail to the User to be copied and pasted into the address bar of a web browser.
12. **Act on Rendering Electronic Services** – the act of 18 July 2002 on rendering electronic services (Dz.U. [Official Journal] of 2002, no. 144, item 1204, as amended).

§1

GENERAL PROVISIONS

1. The Website available at <http://pricelab.co> (and <http://Szpiegomat.pl>) is owned and operated by Market Labs Sp. z o.o. (LTD), with a registered office at ul. Stanisława Leszczyńskiego 4/25, 50-078 Wrocław, entered into the national register of entrepreneurs at the District Court in Wrocław-Fabryczna, VI Commercial Division of the National Court Register, under the national court register number (KRS): 560833, tax identification number (NIP): 8971809501, business registry number (REGON): 361653662.
2. The PriceLab.co website (Szpiegomat.pl) is dedicated to entrepreneurs, legal persons, and organizational units without legal personality, enabling them to monitor product prices online and compare their own prices with other offers available on the Internet.
3. These Terms of Service (ToS), along with the license agreement in writing if such an agreement has been effectively concluded, also specify the conditions on which Users of the Website can use paid services provided thereon. ToS and all agreements concluded between the Service Provider and the Users shall be drafted both in Polish and English. In case of any discrepancies between Polish and English documents or doubts concerning their interpretation, the Polish version shall prevail. These ToS are subject to the law of Poland. The Service Provider delivers related services by electronic means in accordance with the ToS. To all matters not settled herein or in the license agreement, provisions of the binding legislation shall apply. The Service Provider renders these ToS available to the User prior to the conclusion of any service agreements. The Service Provider enables the User to gain, reproduce, and preserve the ToS online at any time. Moreover, the ToS constitute an appendix to the license agreement.
4. Duplication, modification, distribution, projection in public, reprinting, licensing, sale, exchange, and broadcast of materials and data from the Website or its components shall be protected by the

provisions of the Act on Copyright and Related Rights of 4 February 1994 (Dz.U. [Official Journal] of 1994, no. 24, item 83, as amended), being unconditionally prohibited without the written consent of the Service Provider.

§2

BASIC TERMS AND CONDITIONS FOR USING THE WEBSITE

1. The Website is available to the User on a 24/7 basis, any day of the year.
2. In case of any technical difficulties that prevent the User from using the Website through the fault of the Service Provider, the latter shall extend access to the functionalities of the Website to compensate the User for the downtime.
3. The Website protects the User's data in accordance with the provisions of the Privacy Policy that is available on www.PriceLab.co (and www.Szpiegomat.pl), in the "Privacy Policy" tab. Similarly to the ToS, the User is obliged to read and accept this policy prior to using the services provided on the Website.
4. Costs incurred by accessing the Internet by the User depend on the price list of the Internet Service Provider chosen by the User and are charged to the User only.
5. The Website supports the following web browsers:
 - a) Internet Explorer – version 10.0 or higher (latest available version is recommended);
 - b) Firefox – version 40.0 or higher (latest available version is recommended);
 - c) Google Chrome – version 50.0 or higher (latest available version is recommended);
 - d) Opera – version 33 or higher (latest available version is recommended);

The Service Provider shall have no liability for the maladjustment of the User's computer system to the technical requirements of the Website, in particular for the configuration of the computer or the web browser.

§3

REGISTRATION ON THE WEBSITE AND REGISTRATION PROVISIONS

1. Registration is necessary to enable the use of paid services that are provided on the Website. Browsing information pages on the Website is free of charge and does not require registration.
2. In order to register, the User is required to provide the following details: website address, e-mail address, and a unique, self-created password.
3. In order to be completed, registration must be confirmed by clicking the Activation Link that is sent to the e-mail address provided by the User.
4. Registration on the Website may also be completed by the Service Provider at the User's request.
5. The User may create multiple registered accounts on the Website.
6. The sole liability for the details provided during registration, which must be true, accurate and up-to-date, shall lie with the User.
7. Upon registration, the User confirms the fact of having read and accepted the ToS and the Privacy Policy.
8. The User account is an assigned portion of memory in the computer system of the Website that is described with a unique login and password and is available along with the system that enables the use of the Website's functionalities. The User may at any time request the Service Provider to delete his/her account from the database of the Website by sending an appropriate statement via e-mail to info@pricelab.co
9. By deciding to delete his/her account from the Website, the User revokes his/her acceptance of both the ToS and the Privacy Policy and authorizes the deletion of all data that is related to this account from the computer system of the Website.
10. The Service Provider reserves the right to cancel and delete the account of a registered User who violates the provisions of the ToS and the Privacy Policy of the Website, or the rights of any third party, provides false data, uses personal details that belong to a third party, publishes information the nature of which is against the law, misleading, offensive or infringe the rights of the Service Provider, or who propagates on the Internet content that remains in violation with the binding law of Poland, principles of community life, accepted good practice, and the netiquette, or the content and materials that are regarded as vulgar, obscene, pornographic or erotic, are generally considered as offensive, infringe on personal rights of others, urge or induce to commit crime, or disseminate violence, racism, immorality, and fraudulence, as well as advertisements of erotic or matrimonial nature, or advertisements that are regarded as illicit by the Polish law, i.e. promotional materials for gambling, alcohol, tobacco, narcotics or other prohibited substances with similar effects, prescription medicine or other products or services the promotion of which is forbidden by the Polish or international legislation, or links to the above-mentioned prohibited materials.

11. The action referred to in Paragraph 10 does not require prior notification of the User about the intention to delete his/her profile from the Website.

§4

LIABILITY OF THE SERVICE PROVIDER AND THE USER

1. The Service Provider shall not be liable for the consequences of the way the services and data are used by the User or the third parties to whom the logging details have been made available by the User.
2. In case the Website is down and thus its functionalities are not available to the User, the Service Provider shall extend validity of the User's account by the duration of the downtime or, if the User requests so, shall reimburse a part of the paid service fee that is proportional to the duration of the downtime. The Service Provider reserves the right to temporarily shut down the Website for maintenance and update purposes or in order to replace, upgrade or reconfigure hardware or software that is used to provide the services.
3. In case of the user account being canceled due to the violation of provisions of these ToS and the Privacy Policy or the applicable law or the license agreement, prior payments made by the User shall not be refunded.
4. In order to enable the use of the Website on behalf of an entrepreneur, the User must be duly authorized pursuant to the Civil Code (letter of authority) or employed by this entrepreneur.
5. Upon registration, Users may grant their voluntary consent for receiving, by e-mail or other specified means of communication, information about the functioning of the Website, changes introduced to the Website, newsletters, and promotional or commercial messages related to the functioning of the Website or other services and products offered by the Service Provider. Users may revoke their permission for receiving such messages with the reservation that in such a case they remain obliged to observe the provisions of the ToS and the Privacy Policy in the wording that is available on the Website on the day they make use of the services rendered thereon.
6. The Service Provider reserves the right to verify the data that is provided by Users by e-mail or traditional mail.
7. The Service Provider reserves the right to conduct advertising and promotional activities on the Website, e.g. by sending newsletters to the Users who agreed to receive such messages or by letting advertising space on the Website to marketing partners.
8. The Service Provider shall exercise due diligence in ensuring the uninterrupted and reliable operation of the Website.
9. Users shall be reminded that all content and data they publish on the Website remain their property and reflect their standpoint and opinion while it is not the property of the Service Provider nor does it reflect his standpoint or opinion.
10. The Service Provider shall not be liable for any damages incurred by the User as a result of Internet security threats, in particular those following the installation of malicious software.

§5

USING THE PRICE MONITORING ENGINE

1. The use of the Website that is available at www.PriceLab.co (www.Szpiegomat.pl) is charged in accordance with the price list, which is revealed to the User by the Operator or rendered available on the Website after logging in.
2. The IT system available on the Website provides users with the price data gathered from online retailers, price comparison engines, platforms, web portals, and other types of websites. Offers are automatically scanned by network bots (automatic monitoring programs) that are embedded in the Website.
3. The scope and sources of the monitored prices, along with the scope of functionalities that are rendered available to the User, and the resulting cost of using the Website are determined by way of individual negotiations held between the User and the Service Provider, and then recorded in the license agreement (if such an agreement is concluded).
4. The price monitoring service enables the Users to (fields of use of the provided application):
 - a) compare prices of products that have been selected to be monitored;
 - b) compare price differences;
 - c) compile price rankings;
 - d) compare availability of selected products;
 - e) compare the shipping costs for selected products;
 - f) be informed about price and ranking fluctuations;

g) receive e-mails with price offer updates and highlights of the most important information (the criteria of which are determined by the Website);

h) export the data to XLS or CSV files.

Availability of certain information on the Website is dependent on their availability on the websites that are monitored.

5. Price comparisons are presented to the Users as registers, reports, graphical statistics, and downloadable files.
6. All payments to be incurred for the use of paid services provided on the Website are disclosed to the Users before they are charged and shall be made
 - a) by a transfer to the bank account of the Service Provider (mBank S.A. account number: PL 44 1140 2004 0000 3602 7578 1820)
 - b) through the Przelewy24 electronic payment system or by other payment methods that are available on the Website.
7. The terms of service for the Przelewy24 are available on the following website: <http://www.przelewy24.pl/regulamin.htm>
8. The user data may be deleted from the Website after 14 days if the fee for paid functions of the Website is not covered.
9. The Website offers services that are free of any legal defects and authorized for marketing in the Republic of Poland.

§6

COMPLAINTS

1. Users may file complaints regarding the services offered through the Website.
2. All complaints regarding the functioning of the Website shall be submitted to the Service Provider in writing by certified mail or e-mail to info@pricelab.co
3. Complaints may concern any of the services rendered on the Website.
4. The deadline for filing a complaint expires on the fifteenth day after the provision of the service in question concluded.
5. The complaint shall at least:
 - a) describe the subject of the complaint;
 - b) specify the claim for compensation;
 - c) contain accurate details, including the full name of the person who files the complaint and the name of the entity that person represents (if applicable);
 - d) provide the e-mail address of the User who files the complaint (if applicable).
6. If the information provided in the complaint is insufficient, the Service Provider shall request the User to complete it to the specified scope and in the defined time before the complaint can be processed.
7. The complaint shall be considered by the Service Provider within 14 days from its filing. Pursuant to the Civil Code, if the product or service is traded between entrepreneurs, the buyer is not entitled to the implied warranty, provided that the buyer fails to examine the purchased product or service in a customary manner and does not notify the seller of potential faults, or fails to immediately notify the seller thereof if the fault is discovered at a later time. In order to retain the effectiveness of implied warranty, the seller must be informed of the fault within the specified notice period.
8. If the complaint concerns the service for the purchase of which an invoice, a receipt or other equivalent proof of purchase was issued, the User is obliged to attach the original document to the complaint or, in case of the complaint being filed via e-mail, the scanned document that has been certified as a true copy of the original document with the signature of the person who is indicated on the original document or the person who represents the recipient of this document.

§7

TERMINATION OF THE CONTRACT AND FINAL PROVISIONS

1. Both the User and the Service Provider may terminate the Contract (as described in these ToS) at any time.
2. Termination of the Contract shall not relieve any of the Parties from the obligation to settle accounts for the services rendered until the day of terminating the Contract. The Service Provider does not return the reimbursable amount of the service fee paid for the remaining settlement period if the Contract is terminated by the User or by the Service Provider through the fault of the User.

3. In order to terminate the Contract, one of the Parties shall file an appropriate statement by sending it to the e-mail address provided by the User during registration (if the Contract is terminated by the Service Provider) or through the Contact Form available on the Website (if the Contract is terminated by the User). Termination of the Contract by the mutual agreement of the Service Provider and the User requires consistent declarations of will to be sent by e-mail between both Parties.
4. As a result of the Contract being terminated, all user data will be deleted from the Website.
5. Any changes in the ToS or the Privacy Policy shall be communicated to the Users who are using paid services provided on the Website via e-mail sent to the address, which has been provided during registration, before the day when such changes are scheduled to be introduced.
6. The Service Provider shall reveal the wording of the effective ToS and Privacy Policy of the Website by sending required documents to the indicated e-mail address or by delivering it to the interested Party in any other suitable manner.
7. The Service Provider may render additional services or IT solutions available to the Users at any time. Terms of service for new services or suggested solutions shall be specified in separate ToS documents or other documents of similar nature. If rights and obligations specified in the above-mentioned documents differ from the ones described in the ToS and the Privacy Policy, Users of the Website shall be notified thereof in a manner equivalent to the procedure of introducing changes in these ToS and the Privacy Policy.
8. The Service Provider reserves the right to close the Website for a well-substantiated reason that prevents its functioning within 30 days from its appearance, provided that such hindrance cannot be overcome. In such a case, Users shall be immediately notified thereof through the information published on the Website.
9. To all matters not settled herein, provisions of the binding legislation of the Republic of Poland shall apply, with particular emphasis on the provisions of the Civil Code.
10. All disputes that result from the provisions of these ToS or develop from the performance of the Contract between the Service Provider and the User shall be brought before the court of competent jurisdiction according to appropriate regulation of the Civil Code Act from 17 November 1964 (Dz.U. [Official Journal] of 1964, no. 43, item 296, as amended).
11. Any changes introduced to these ToS are effective after 14 days from being published online.