

GENERAL PROVISIONS

§1. The idea of the Service is to help users recognize unknown business telephone numbers, which have been used to contact them, and to conduct an initial verification as to what can be expected after calling the number back. The Service Provider makes the telecommunications system available to Users and Users can freely add and comment on business telephone numbers, for their personal purposes. The purpose of the Service is to make it easier to identify which telephone numbers are valuable and which are the source of unwanted commercial information.

§2. The Terms of Service constitute a model of a standard contractual agreement and they define general conditions as well as rules of the Service.

§3. In order to make use of our Service a User needs to read and accept the Terms of Service.

§4. The Terms of Service becomes effective as of 28th September 2019.

DEFINITIONS

§5. The following terms are applied in the Terms of Service within the following meaning:

Service Provider - callernameinfo.com, hello@callernameinfo.com,

Terms of Service – the following document;

Service/Website – service provided by the Service Provider to Users by means of the following website: callernameinfo.com, the service is provided in compliance with binding legal regulations and terms determined in the Terms of Service;

Service provided by means of electronic communication – provision of a service without simultaneous presence of the Parties (at a distance), by data transfer, at a User's individual request, being sent or received by means of electronic processing device, including digital compression or data storage, which is entirely conferred, received or/and transmitted through telecommunications network, in the meaning of the Act of 16th July 2004 r. – Telecommunications Law (in Polish: ustawa z dnia 16 lipca 2004 r. – Prawo telekomunikacyjne, published in Dz. U. No 171, item 1800 as amended);

User - each and every natural or legal person or an entity to which limited legal capacity is granted by binding law and who is capable of entering into the Agreement;

Privacy Policy - a document in which We determine the rules of Your data processing. The Privacy Policy constitutes an attachment no. 1 to the Terms of Service;

Cookie files/cookies - small textual information sent by the www server and saved by the Service Provider;

Data – information concerning or related to a User;

Force majeure – an event caused by an accident or by the forces of nature which cannot be controlled or influenced by the Service Provider (such as fire, explosion, electricity breakdown, earthquake, flood, intense thunder and raining, turmoil, acts of civil as well as military authorities, war, terrorism (including cyberattacks), by actions of the operators of telecommunications networks and by other unpredictable factors);

Telecommunications networks – a combination of interrelated and cooperating IT devices and software which enable the following activities: data processing and storage as well as data sending and reception, via telecommunications networks, by means of a terminal device appropriate for a specific telecommunications network, as specified in the Act of 16th July 2004 – Telecommunications Law (published in Dz. U. of 2004 no. 171, item 1800 as amended).

TECHNICAL REQUIREMENTS

§6. In order to make use of the Service it is required that a User has a device with active connection to the Internet.

SCOPE AND TYPE OF OUR SERVICES

§7. The Service shall constitute of making available the telecommunications network to a User and storing Users' data by:

- making available a browser of business telephone numbers to a User;
- enabling Users to add business telephone numbers and comment on them;
- enabling Users to rate the value of added or browsed business telephone numbers. Users can assess the numbers by rating them as: positive, neutral, unknown, irritating, negative.

§8. Each and every User shall be able to add his or her comments on each business telephone number. The Service Provider shall not verify telephone numbers enlisted by Users.

§9. Comments published by Users shall constitute their private opinions and shall not be monitored nor filtered by the Service Provider.

§10. The Service shall be provided free of charge.

RIGHTS AND OBLIGATIONS OF USERS

§11. Each and every Users shall be entitled to:

- make use of the Service; however the use shall be congruent with binding legal regulations, provisions of the Terms of Service and common rules of coexistence accepted in the society;
- inform the Service Provider on ideas how to introduce new functionalities. The Service Provider kindly welcomes all hints or remarks on how to develop the Service and encourages Users to contact the Service Provider in order to share their ideas on the development.

§12. Each and every User of the Service shall be obliged to add business telephone numbers (the numbers used by companies or entrepreneurs) and to use the Service only for their personal purposes (excluding any commercial or advertising activity). Each and every User shall refrain themselves from using the Service in a way that may impede or hinder functioning of the Service, in particular they must not download any malicious code.

§13. Users must not use the Service in order to injure damage to any third party, conduct a terrorist or subversive or any other criminal activity as well as to commit any infringements or torts. In particular the

Service shall not be used to publish any abusive or offensive content containing threats, vulgar phrases, promoting rancor or harassing any third party in any possible way, indecent or defiling or insulting content, or any content that infringes or might infringe personal rights or other legally protected values, or any content which constitutes an attack on a third party, demeans any third party or/and promotes violence or induces to commit a crime.

§14. It is a User who is entirely liable for their own actions or inactions related to the use of the Service.

RIGHTS OF THE SERVICE PROVIDER

§15. The Service Provider has a right to introduce technical breaks in functioning of the Service in order to maintain, modify or/and modernize the Service or the Website.

LIABILITY LIMITATION

§16. The Service Provider shall not be liable if:

- the telephone numbers are enlisted improperly or illegally. The Service Provider does not verify the numbers nor the comments;
- a User does not have access to the Internet or the access is limited. The Service Provider does not provide Users with access to the Internet;
- any liability arises due to the numbers or comments added by a User;
- a User experiences any damage or loss of profit as a result of their actions or inactions;
- a User experiences any damage or loss of profit as a result of actions or inactions of other Users;
- a User experiences any damage or loss of profit due to occurrence of force majeure which cannot be controlled or influenced by the Service Provider;
- a User experiences any damage or loss of profit due to their data disclosure to entities authorized to have access to the data under applicable binding legal regulations;
- a User experiences any damage or loss of profit as a result of their account having been blocked in accordance with the Terms of Service.

§17. The Service Provider shall have no influence nor control over the numbers and comments published by Users. He shall not initiate the transfer nor choose the addressee of the transfer nor choose or modify the information stored in the Service.

§18. The Service Provider shall not verify/ monitor/modify any Users' data or influence the way Users make use of the Service. The telecommunications network shall be made available to the Users only for the purpose of storing their data.

§19. Upon reception of an official notification (e.g. an order from court) or upon obtaining knowledge from a credible notification about illicit character of information stored upon a User's request, the Service Provider shall remove or disable access to the information.

§20. In case there are links to third party's websites in the Service, please note that the websites belong and/or are administered by their own administrators or service providers, respectively. The Service Provider shall not be liable for their accessibility or quality.

INTELLECTUAL PROPERTY

§21. The Service, its graphics and logo shall be protected by law. The Service Provider owns all economic copyrights.

FINAL PROVISIONS

§22. The Terms of Service shall be available by means of the following website: XXX/Terms-of-Service . Upon a User's individual request the Terms of Service shall be made available to the User in any other way if they happen to have problems with displaying or reading them. If so, Users are asked to contact the Service Provider.

§23. The Service Provider reserves himself the right to modify the Terms of Service. There is a date of becoming effective in every version of the Terms of Service.

§24. In case of any subject matters not being covered by the Terms of Service, the applicable law shall be the law applicable to the Service Provider.

§25. In the event of any provision of the Terms of Service being declared to be null and void by the court, the other provisions shall remain effective.

§26. The Service Provider is prone to solve any disputes in an amicable manner.

§27. All disputes between a User (if they are not customers) and the Service Provider shall be solved and decided by the court of the place of residence of the Service Provider.

§28. Attachments to the Terms of Service constitute an integral part of an Agreement.