

TRAVSET TERMS AND CONDITIONS

General provisions

1. The Travset Terms and Conditions, hereinafter referred to as the “Terms and Conditions”, specify the terms and conditions of using the Travset application, hereinafter referred to as the “Application”.
2. The entity responsible for making the Application available and the party to the Agreement within the meaning of civil law is EMSAF Spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Poznań (60-860) at ul. Żurawia 9/11 lok.2, entered into the Register of Entrepreneurs of the National Court Register under number 0000749169, hereinafter referred to as “EMSAF”. EMSAF's registration documents are kept in the District Court for Poznań - Nowe Miasto and Wilda 8th Economic Department of the National Court Register.
3. EMSAF is the publisher of the Application and the entity authorized to pursue claims for infringement of author's economic rights.
4. EMSAF is a service provider within the meaning of the Act of July 18, 2002 on Electronic Provision of Services.
5. EMSAF is an administrator of personal data as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
6. The User is a natural person who uses the functionalities offered by the Application installed on a mobile device or through a web browser.

Application

7. The primary purpose of the Application is to support the User by providing information useful for travel planning and in the event of a threat to life, health or other dangerous situations during the travel. The application has only an informational and advertising function.
8. The Service Provider provides the Application free of charge via AppStore, Google Play and some of its functionalities via a web browser under the domain Travset.com.
9. The application provides the following functionalities:
 - a. enabling the creation of a User account with his or her own profile, including name, surname, e-mail, telephone number and area code of the country in which the phone is registered, nationality, photo, languages used by the User, closest persons, who should be notified in case of danger, together with their contact details and enabling the creation of a secure password (in accordance with the recommendations of the *National Institute of Standards and Technologies*),

- b. enabling the User to provide any data that may be useful to the User in case of health or life threatening situations such as: diseases, medication taken, allergies, sex, date of birth, weight, height, blood type, status of organ donor and other information that the User would like to include at their discretion in their profile, e.g. data about their insurance and surgeries undergone,
 - c. the *Trip Planner* function to help the User plan their trip. This function allows the User to provide the destination and date of the travel, and then presents the User with a list of recommended things and matters that the User should prepare or handle in connection with the planned travel, e.g. purchase insurance, perform appropriate vaccinations, purchase airline tickets, book accommodation, or pack items needed in a given country - this function is not available via a web browser,
 - d. User's geolocation based on GPS signal - this function is not available via a web browser,
 - e. the Find Nearby search engine providing assistance in searching for places such as: consulates, embassies, hospitals, doctors, lawyers, breakdown services,
 - f. enable sharing and recommending the Application to the User's contacts stored in the mobile device - this function is not available via a web browser,
 - g. enabling dialing the emergency services, the numbers of which in given countries will be given to the User on the basis of GPS location or manual selection of the country - this function is not available via a web browser,
 - h. enabling sending the User's location to selected User's contacts stored in the mobile device - this function is not available via a web browser,
 - i. editing the User's profile, which enables, in particular, correcting and supplementing the data concerning the User,
 - j. enabling the generation of an image covering the User's data listed in point 9a and 9b, which the User may set as wallpaper for the mobile device lock screen so that it is visible to third parties, e.g. a doctor, lifeguard, paramedic or other person providing assistance - this function is not available via a web browser,
 - k. help window with the possibility of sending suggestions and complaints regarding the Application and reporting the need to update its database,
 - l. making the Travset Terms and Conditions as well as the Personal Data Protection Security Policy available in the process of registering the User's account,
 - m. the procedure for deleting the Application and the User's account together with the data collected thereby.
10. The Service Provider allows for the possibility of introducing additional functionalities of the Application, including paid functionalities, when updating the Application.
11. The paid functionalities of the Application will be clearly marked so that the User has full knowledge of the costs incurred in connection with their use. This does not preclude the User from determining the costs associated with the connection to the Internet and data

transmission, as well as other costs associated with the use of a mobile device or a web browser.

12. The application requires the operating system of the mobile device to be Android 5.0 (API Level 21 - Lollipop) or iOS 9.0. To use the full functionality of the Application on a mobile device, the user must have access to the Internet, activate the location service, access to contacts, access to the camera, access to the gallery.
13. Using the Application's functionalities through a web browser requires access to the Internet and installation of an up-to-date web browser, e.g. Google Chrome, Mozilla Firefox, Apple Safari, Microsoft Internet Explorer 11, Microsoft Edge, excluding beta versions of these browsers.
14. In order to gain access to the full functionality of the Application, it is necessary to create a User account, provide true data, as well as to accept the Terms and Conditions and the Security Policy in the process of creating the User account with respect to personal data protection and to grant the authorizations required by law.
15. The Application provides the User with commercial information, including advertisements and sponsored materials. This applies in particular to the Trip Planner function, which allows the User to use the offers provided by entities cooperating with the Service Provider and to get acquainted with the materials and information provided by advertisers.
16. The application is not a medical device.

Conclusion of an agreement

17. Upon creating the User's account, an agreement for the provision of electronic services with respect to the functionality of the Application shall be concluded between the User and the Service Provider under the terms and conditions set forth in these Terms and Conditions.
18. The costs of data transmission required to download, install, run and use the Application shall be borne by the User on their own account pursuant to agreements concluded with telecommunications operators or other Internet service providers.
19. The User is obliged to use the Application in a manner consistent with the law applicable in the User's place of residence, the Terms and Conditions and the regulations of the websites from which the Application has been downloaded, as well as with the principles of social conduct and good manners.
20. The User is obliged to use the Application:
 - a. in a way that does not interfere with its functioning,
 - b. in a way that is not burdensome for other users,
 - c. respecting the personal rights of third parties,

- d. while respecting any third party rights, in particular intellectual property rights, including copyright, only within the permitted scope of use or under licenses or permissions granted separately.
- 21. The User agrees to receive commercial information, including advertisements and sponsored information, from the Application.
- 22. The Service Provider conducts ongoing supervision over the technical functioning of the Application, ensuring its correctness.
- 23. The Service Provider is not obliged to take any action against the User beyond the provision of the Application.
- 24. The download and use of the Application are free of charge in the relationship between the Service Provider and the User. This does not exclude the necessity of incurring fees by the User related in particular to providing access to the Internet, data transmission, purchase and maintenance of mobile devices on which the Application is installed - in relation to third parties.
- 25. In case of any doubts, the place of performance of the agreement shall be the place of the registered office of the Service Provider.

Information on recommendations, risks and disclaimers

- 26. The User uses the Application voluntarily and at their own risk.
- 27. The Service Provider recommends the Users to:
 - a. check the correctness, completeness and validity of the data indicated in points 9 a and b. Providing false, incomplete or invalid data by the User may result in a threat to the User's health or life, in particular in the event of medical assistance provided on the basis of such data by third parties,
 - b. check the correctness, completeness and validity of the data contained in the image generated by the Application, which the User has set as wallpaper for the mobile device lock screen. Setting a lock screen wallpaper containing untrue, incomplete or invalid data may result in a threat to the User's health or life, in particular in the event of medical assistance provided on the basis of such data by third parties. Changing, supplementing or deleting data through the User's account does not result in an automatic change of data in the generated image set as wallpaper of the mobile device lock screen,
 - c. set a secure password containing at least 8 characters, including at least one capital letter, one lowercase letter, one digit and a special character,
 - d. use original and functional mobile devices and use them in accordance with the manufacturers' recommendations,
 - e. use legal software only,
 - f. update the Application, the operating system and the Internet browser,
 - g. use the anti-virus prevention,

- h. check the battery status,
 - i. check the availability of battery charging in the place where the User stays, check the standard of power sockets and, if necessary, purchase a powerbank device,
 - j. protect a mobile device, in particular when practicing sports or tourism, against the influence of weather conditions and against theft, accidental loss or damage,
 - k. check and ensure the availability of the Internet connection and the possibility of data transmission in the place where the User stays, throughout the whole period of using the Application, in particular by unblocking the *roaming* function,
 - l. determine the costs of using the Internet and the costs of data transmission in the place where the User stays,
 - m. use a data transmission counter,
 - n. check and ensure the availability of the GPS system, in particular taking into account the terrain conditions,
 - o. notify your friends, hotel owners, apartment owners or the relevant authorities of your intentions to engage in sports or tourism, in particular your planned trips, journeys or cruises, their location, duration and means of communication, regardless of the use of the Application,
 - p. conclude an insurance agreement covering, in particular, the costs of conducting a rescue operation, transport, treatment and civil liability of the User,
 - q. acquaint oneself with and act in accordance with the regulations in force in the User's place of residence, especially those concerning safety in communication, road and water law regulations, regulations concerning tourist traffic and sports,
 - r. acquaint oneself with local customs and behave in a way that does not offend the local community, especially towards in relation to their culture, religion and customs.
28. The Service Provider shall not be liable in any way for the consequences of using or not using the Application, and in particular for any damage related thereto, including losses and lost profits, as well as any damage caused, including for:
- a. costs of purchasing, servicing and repairing a mobile device or a device on which a web browser is installed,
 - b. the effects of viruses and other undesirable software,
 - c. costs of access to the Internet and data transmission,
 - d. the consequences of failure or loss of a mobile device or a device on which a web browser is installed,
 - e. the consequences of Internet and GPS network failures and any restrictions on data transmission and location interference in the GPS system,
 - f. the consequences of loss of control by the User on a mobile device or a device on which a web browser has been installed, in particular as a result of theft or loss,
 - g. the consequences of losing the password to the User's account,

- h. the consequences of the actions of external entities, including doctors, lawyers, rescue services and consulates, even if the User obtained contact with them as a result of using the Application, and in particular for the costs of assistance provided to the User by third parties,
 - i. the consequences of providing incorrect, incomplete or invalid data by the User referred to in point 9 a and b, including in particular the effects of setting a mobile device lock screen wallpaper containing such data.
29. The Service Provider does not provide any assistance in the User's place of residence, including in particular medical assistance, organization of rescue operations, transport, delivery of medicines and consular assistance.
30. The Service Provider does not guarantee the provision of assistance by any entity indicated through the Application and does not guarantee the reliability and honesty of any third parties.
31. The use of the Application does not replace or exclude any obligations under the laws of your place of residence.
32. Use of the Application does not exclude the User's obligation to comply with generally accepted safety rules and common sense.

Terminating the use of the application

33. The User may discontinue using the Application at any time. Permanent discontinuation of the use of the Application requires that the Application be uninstalled from the mobile device and the User's account be deleted.
34. If it is found that the User commits actions prohibited by law or the Terms and Conditions or detrimental to the justified interest of the Service Provider, the Service Provider may take any actions permitted by law, as well as deprive the User of the possibility to use the Application, in particular by deleting the User's account.
35. The Service Provider shall delete the User's account if ordered to do so by a court decision recognized and enforceable on the territory of the Republic of Poland.

Complaints

36. Any complaints related to the use of the Application as well as questions regarding the use of the Application may be addressed by the User to the Service Provider via the Help & Feedback tab available in the Application or by e-mail to hello@travset.com in Polish or English.
37. The complaint should include: name, surname, telephone number, e-mail address of the User, name and model of the mobile device, current version of the operating system installed on the mobile device, as well as a detailed description and indication of the reason for the complaint.

38. The complaint may concern only the issues covered by the scope of the Service Provider's liability. Complaints concerning third party liability, in particular regarding malfunctions of devices, access to the Internet and data transmission will not be considered.
39. The service provider may post answers or tips concerning the operation or functionality of the Application (troubleshooting) on the www.travset.com website.

Rights to intangible assets

40. The Application and all the materials and information contained therein, as well as the arrangement of the content presented by the Application and the logotypes, graphic elements, trademarks, are the subject of exclusive rights of the Service Provider, its business partners or third parties and are subject to legal protection.
41. Installing and using the Application on a mobile device or using its functionality via a web browser does not involve any acquisition of any intangible property rights by the User.

Privacy policy and personal data protection

42. The Service Provider, as the administrator, shall process the User's personal data on the principles specified in the Travset Personal Data Protection Security Policy, hereinafter referred to as the "Security Policy".
43. The User's consent to the processing of personal data within the scope indicated in the Security Policy is a voluntary condition required to set up a User account. If you do not consent to the processing of your personal data, you will not be able to create a User Account and use the full functionality of the Application.
44. Withdrawal of consent to the processing of personal data may be done at any time and involves the deletion of the User's account. The Service Provider may require confirmation of deletion of the User's account by clicking the link in the message sent to the email address provided by the User. Upon deletion of the User's account, their personal data is automatically deleted and the Service Provider ceases to process such data, except for the cases specified in the Security Policy.
45. The Service Provider uses profiling of User Data, which consists in an automated adjustment of commercial information presented to the user, including advertisements and sponsored materials, to their needs, based on the User's data provided in particular in their profile.
46. Using the functionality of the Application via a web browser requires the User to accept the use of cookies.

Language, jurisdiction, applicable law

47. The Terms and Conditions and the agreement between the Service Provider and the User concluded on the basis thereof have been drawn up in English. The Service Provider may make the Terms and Conditions and other documents related to the use of the Application also available in Polish.
48. The Terms and Conditions constitute the model agreement used by the Service Provider. The terms and conditions of the agreement are determined exclusively by the provisions of generally applicable law and the content of the Terms and Conditions.
49. The common courts of the Republic of Poland have jurisdiction in all matters resulting from the agreement concluded between the Service Provider and the User. Conclusion of the agreement shall be tantamount to conclusion of the agreement on jurisdiction referred to in art. 25 of the Regulation (EU) no. 1215/2012 of the European Parliament and of the Council of December 12, 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.
50. Obligations resulting from the agreement concluded between the Service Provider and the User are subject to Polish law. Conclusion of an agreement, of which the Terms and Conditions constitute an integral part, is tantamount to conclusion of an agreement concerning the choice of law within the meaning of art. 3 of the Regulation (EC) of the European Parliament and of the Council of June 17, 2008 on the law applicable to contractual obligations (Rome I).
51. Any disputes arising under the agreement concluded between the Service Provider and the User shall be settled by common courts of law locally competent for the Service Provider. The above does not exclude the possibility that the case may be heard by another Polish court which, according to the Act, is locally competent.

Publishing and amendment of the Terms and Conditions

52. The Service Provider has the right to amend the Terms and Conditions at any time. Amendments to the Terms and Conditions shall be effective from the moment they are placed in the Application. Amendments shall be deemed accepted by the User upon the use of the Application after the User has been informed of the amendment to the Terms and Conditions. The Service Provider may make further use of the Application conditional upon the User's acceptance of the amendments to the Terms and Conditions.
53. The Service Provider provides access to the Regulations at the address www.travset.com/terms.pdf in the form of a PDF file. In order to read the Terms and Conditions, it is necessary to install software enabling reading of PDF files.
54. The content of the binding Terms and Conditions has been secured by a notarial deed.
55. The Terms and Conditions shall be binding since May 1, 2019.