

GG & GGapp Platform Regulations

Effective from June 10, 2024

Definitions:

1. **GG** – (formerly Gadu-Gadu) – An internet messenger owned by Fintecom S.A. based in Koszalin.
2. **GGapp** – A separate application from GG for closed internal communication, based on a dedicated pool of GG numbers pre-assigned to a specific company/team, not visible in the public GG directory.
3. **Fintecom** – Fintecom S.A., established under Polish law. Headquarters address: ul. Marszałka Józefa Piłsudskiego 45, 75-502 Koszalin, Poland. KRS number 0001056179; REGON 320877907; NIP 6692501424; holding the status of a National Payment Institution supervised by the Polish Financial Supervision Authority (Permit No. IP4/2013). The company's share capital is 600,000 PLN, fully paid.
4. **KNF** – Polish Financial Supervision Authority, ul. Piękna 20, 00-549 Warsaw; <http://www.knf.gov.pl>;
5. **Service** – The service provided electronically within the GG internet communication platform.
6. **GG Standard** – The basic, free service provided in the GG Messenger.
7. **GG Premium** – A paid service, in the form of a benefits package, provided by Fintecom in the GG Messenger.
8. **Service Functionalities** – Individual services that the User utilizes within the GG/GGapp Messenger.
9. **Platform** – The internet communication platform provided in Fintecom's IT system.
10. **Regulations** – These regulations of the service provided in the GG/GGapp Messenger.
11. **User** – A natural person, legal person, or organizational unit without legal personality, registered in the GG or/and GGapp Messenger, to whom a unique GG number has been assigned.
12. **Account Registration** – The submission of data, including personal data, by the User necessary to set up an account in GG or/and GGapp.
13. **Account Verification** – The confirmation of the User's identity by Fintecom, verifying the data provided by the User during Registration against the data contained in the bank confirmation of the Verification Transfer.
14. **GGwallet (GG Piggy Bank)** – A paid service provided by Fintecom in the GG Messenger, enabling voluntary payments to verified, adult Users of the GG/GGapp Messenger.
15. **GG Announcements** – A service available at ogloszenia.gg.pl, provided by Fintecom, offering GG and GGapp Users the possibility to add and view Announcements posted by GG Premium Users and paid GGapp accounts.
16. **AI Assistant** – An AI-based bot, which is a computer program simulating a conversation with the User using natural language processing and machine learning.
17. **Personal Data** – The data provided by the User, collected on the Platform, including during registration, and any other information about an identified or identifiable natural person, collected from the User and processed by Fintecom to provide the Service correctly.
18. **Privacy Policy** – A document describing the principles of data collection, processing, and protection within the services provided, available at: <https://ggapp.com/pl/info/polityka-prywatnosci/>
19. **Act** – The Act of July 18, 2002, on electronic services

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Section I: GENERAL PROVISIONS

1. These provisions constitute the Regulations referred to in Article 8 of the Act of July 18, 2002, on electronic services (Journal of Laws 2002 No. 144, item 1204, as amended).
2. The Regulations define the terms of electronic services provided by Fintecom S.A. headquartered in Koszalin, with the address: ul. Marszałka Piłsudskiego 45, 75-502 Koszalin, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the city of Koszalin, IX Economic Department under number 0001056179, within the internet communication platform provided in Fintecom's IT system.
3. Fintecom, holding the status of a National Payment Institution, is supervised by the Polish Financial Supervision Authority and is authorized to provide Payment Services under the granted license (Permit No. IP4/2013).
4. Fintecom's IT system comprises a set of cooperating IT devices and software, ensuring the processing, storage, as well as the transmission and reception of data through telecommunications networks, using appropriate terminal devices for the respective type of network.
5. Fintecom's provision of electronic services involves making specific functionalities of the Platform available to Users (in some cases along with the software for using them), which are characteristic and occurs by transmitting and receiving data through IT systems, at the User's individual request, without the simultaneous presence of the parties, while such data is transmitted via public networks.
6. The Service is provided to:
 - a) Natural persons with full or limited legal capacity who are at least 16 years old,
 - b) Other entities with legal capacity under separate regulations, who have accepted the Regulations and concluded a service agreement.

7. Fintecom provides access to the information referred to in Article 6 of the Act at the following address: <https://www.gg.pl/info/zagrozenia/>.
8. The basic Service is provided free of charge, but some additional functionalities of the GG Messenger may be limited and fully available for a fee in the GG PREMIUM version.
9. The free provision of the Service occurs as a result of the User starting to use the available functionalities of the Platform.
10. The provision of functionalities for a fee occurs at the User's individual request, after the User accepts the regulations for the paid Service.
11. By creating an account in the GG/GGapp Messenger, the User agrees to the provisions of these Regulations.
12. By accepting the Regulations, the User consents to the publication of content, photos/graphics posted by them, including their likeness if the published photos/graphics contain it.

Section II: TYPES AND SCOPE OF SERVICES COVERED BY THE REGULATIONS

1. Fintecom provides various functionalities within the Platform's Services.
2. The functionalities may include, in particular:
 - a) sending text messages,
 - b) sending graphic messages,
 - c) sending text-graphic messages,
 - d) audio/video calls,
 - e) sending compressed multimedia messages,
 - f) archiving sent messages,
 - g) providing space in Fintecom's IT system (hosting) for data (file) storage and synchronization between the IT system and end devices,
 - h) sharing entered data (files) with other Users,
 - i) enabling the use of applications extending functionalities, provided by both Fintecom and third parties,
 - j) a random chat partner feature,
 - k) receiving codes and notifications from external entities.
3. Fintecom provides information, instructions, and explanations regarding Services or Functionalities within the Platform, in a distinct form (e.g., graphic fields, pop-up windows, etc.) or through referral to procedural instructions, at the moment the User performs certain actions using tools or software provided by Fintecom within the Service.
4. Fintecom enables the User to verify their GG account using a verification transfer made from the User's bank account to Fintecom's bank account. One User can verify one GG account.
5. Fintecom updates the data mentioned in paragraphs 2 and 3 in the event of changes in the scope of provided Services or Functionalities.
6. Fintecom provides information about changes in the parameters of Functionalities at the following address: <https://www.gg.pl/info/parametry-techniczne-uslugi/>.
7. The Platform also allows access to applications provided by third parties. In such cases, the application does not constitute part of the Platform, and the User's use of it does not constitute use of the Service, which the User is informed about before starting to use the application. The transfer of data from Fintecom's IT system required to use such an application occurs at the User's request and risk. Completing the installation

process of an application provided by a third party through the Platform is equivalent to the User's request to Fintecom to transfer specific data, including personal data with the User's consent, from Fintecom's IT system. Uninstalling an application provided by third parties is equivalent to the User withdrawing consent for data transfer.

Section III: TERMS OF SERVICE PROVISION

1. Provision of the Service requires the User to have an IT system meeting the following minimum technical requirements:
 - a) Internet access,
 - b) an end device,
 - c) software enabling the reading of files in various formats (including graphic, audio, multimedia, text, video, etc.), in some cases.
2. The rules for entering and storing data in Fintecom's IT system and technical requirements are provided at:
 - a) <https://www.gg.pl/info/polityka-prywatnosci/>
 - b) <https://gg.pl/info/warunki-techniczne>
3. If Fintecom provides software to use a given functionality, the User has the right to use the Service in this scope only with Fintecom's software or third-party software provided with Fintecom's consent. Using the Service or its functionality with software other than that provided or authorized by Fintecom constitutes a violation of the Regulations. Information about authorized software is available at: <https://gg.pl/info/lista-autoryzowanego-oprogramowania>.
4. Fintecom provides selected and entered User data in the IT system to other Users to provide the Service.
5. The User may cease using the Service at any time.
6. The User is obliged to:
 - a) comply with legal regulations, the Regulations, good practices, and generally accepted rules for using the Internet,
 - b) use the Service in a way that does not infringe Fintecom's or third-party rights,
 - c) refrain from mass registering GG/GGapp Accounts for purposes inconsistent with their intended use.
7. To limit mass registration of GG Accounts, Fintecom limits the number of accounts that can be registered using the same phone number.
8. If a User wishes to register more GG accounts with the same phone number, they should contact GG Customer Service using the contact details on the GG website. In justified cases, it is possible to register more GG accounts with one phone number, mainly for business GG accounts. Fintecom reserves the right to make individual decisions in this matter.
9. The User must refrain from unlawful actions while using the Service, including but not limited to:
 - a) using the Service directly or indirectly for illegal purposes, contrary to the Regulations, good practices, or generally accepted rules for using the Internet,
 - b) using the Service in a way that infringes Fintecom's or third-party rights,
 - c) using the Service with software other than Fintecom's or third-party software provided with Fintecom's consent,
 - d) providing data to or from Fintecom's IT system that:
 1. disrupts or overloads Fintecom's IT system or third-party systems involved in providing the Service,
 2. constitutes unsolicited commercial information (spam),

3. otherwise violates the law, the Regulations, Fintecom's or third-party rights, good practices, or generally accepted rules for using the Internet.
10. Fintecom employs technical systems to prevent improper use of Services.
 11. Fintecom may permanently or temporarily suspend Service or Functionality provision to the User in case of:
 - a) violation or reasonable suspicion of a significant violation (temporarily, until clarification) or significant violation of the law, the Regulations, Fintecom's or third-party rights, good practices, or generally accepted rules for using the Internet by the User,
 - b) the User's refusal to accept changes to the Regulations within the period specified in Section X, point 2, subpoint a.
 12. Permanent or temporary Service suspension may occur due to the following violations by the User:
 - a) sharing or sending content of a pornographic, racist, religiously offensive nature, inciting hatred and violence, indecent or offensive content, or other content violating the law or good practices,
 - b) depicting nudity, if the person is fully or barely covered in a way unacceptable in public,
 - c) posting erotic pictures, drawings, or describing fetishes,
 - d) posting images, pictures, drawings, symbols of totalitarian regimes,
 - e) sharing or sending materials promoting hatred or depicting violence, self-harm, etc.,
 - f) creating accounts for exchanging or selling erotic photos or videos,
 - g) operating accounts dealing with the sale of used underwear, foot pictures, erotic gadgets, etc.,
 - h) running accounts seeking sponsorship in exchange for erotic services or explicitly offering sexual services,
 - i) creating "Romance scammer" accounts,
 - j) presenting gender and sexual preferences in the "Name", "City" fields,
 - k) using threats, harassment, stalking, or other activities violating third-party rights (reported by other Users),
 - l) using programs for automatic chat partner selection,
 - m) unauthorized use of images, identity theft,
 - n) or impersonation, fraud, information theft, computer piracy, or copyright infringement,
 - o) access data fraud, unauthorized data interception, data integrity violation,
 - p) fraud or requests for money transfers, code scams, money requests,
 - q) encouraging financial investments without proper licensing,
 - r) encouraging conversations on other social media platforms (profile descriptions, messages to Users),
 - s) placing in the User profile fields: "name", "description", "about me":
 1. erotic descriptions (e.g., perverted, horny, fwb – friends with benefits, sugardaddy, escort, looking for a threesome, etc.),
 2. links and information redirecting to erotic, pornographic, racist, homophobic, hate-inciting sites.
 - t) other actions violating the Regulations, good practices, generally accepted rules for using the Internet, applicable laws, Fintecom's rights, or third-party rights.

13. Permanent Service cessation means immediate termination of the contract and is irreversible. Permanent Service cessation may also result in the deletion of all User-entered data from Fintecom's IT system, unless:
 - a) the law provides otherwise,
 - b) authorized state bodies request data preservation from Fintecom,
 - c) complete deletion of all User-entered data from Fintecom's IT system is not possible due to the nature of the Service or Functionality (e.g., obligations under the Anti-Money Laundering and Counter-Terrorist Financing Act of March 1, 2018).
14. Temporary Service suspension restricts the User from using:
 - a) Services or
 - b) some of their functionalities.

Temporary Service suspension can be revoked upon providing appropriate explanations from the User regarding the violations.
15. Fintecom may process the data of a User permanently suspended from the Service to the extent necessary to explain the circumstances of unlawful Service use.
16. Under Article 14, paragraphs 2 and 3 of the Act, Fintecom is authorized to block access to data entered by the User into Fintecom's IT system if:
 - a) an official notice is received about the unlawful nature of stored data or related activities,
 - b) reliable information is obtained or knowledge is gained about the unlawful nature of stored data or related activities.
17. In the case mentioned in point 16, Fintecom will immediately inform the User about the intention to block access to the data. The notification will be sent to the User's GG/GGapp Number.
18. Fintecom reserves the right to block GG/GGapp Account registration if attempts are detected to register accounts for purposes violating the Regulations or inconsistent with the intended use of the GG/GGapp Platform, specifically:
 - a) mass account registrations,
 - b) registrations by spam bots,
 - c) using VPN, Proxy, or TOR during registration,
 - d) accounts created using SMS codes sent to temporary phone numbers,
 - e) using temporary email addresses from disreputable domains,
 - f) registrations from IP addresses used for frauds.

Section IV: LIMITS APPLIED IN THE GG STANDARD VERSION

1. In the free GG Standard version, the User gets access to all functionalities of the GG Communicator, including the following limited functionalities:
 - a) limited space in the Gallery for photos,
 - b) a limit on the number of messages and invitations sent monthly to strangers,
 - c) limited time access to sent files.
2. Details about the limited functionalities in the GG Standard version and their full capabilities in GG Premium are available at: https://www.gg.pl/info/gg_premium/.

Section V: PAID SERVICES

1. The basic GG/GGapp service is free – GG/GGapp Standard.

2. Fintecom allows Users to use some functionalities of the Service for a fee.
3. The User can access the paid functionalities of the services only with their consent and after accepting the Service Regulations, and in some cases, after verifying their GG account as mentioned in Section II, point 4.

V.1. GG Premium

1. Purchasing the "GG Premium" service additionally offers the User:
 - a) Removal of ads on every device where the User is logged in,
 - b) More space in the Gallery for photos (up to 200 photos/total up to 25 MB),
 - c) No limit on messages and invitations sent to strangers,
 - d) Extended access to sent files from 3 to 24 months,
 - e) The User's profile will be at the top of search results in the public directory,
 - f) The ability to add an unlimited number of GG Announcements on the website: <https://ogloszenia.gg.pl/>,
 - g) The ability to create and train a personal AI Assistant.
2. The duration of the GG Premium service depends on the package purchased by the User. The package can be:
 - a) Monthly,
 - b) Semi-annual,
 - c) Annual.
3. Before purchasing the GG Premium package, the User is required to read the GG Premium Regulations available at: https://www.gg.pl/info/regulamin_gg_premium/.
4. By purchasing the GG Premium package, the User confirms they have read and accepted the GG Premium Regulations.

V.2. GGwallet

1. Fintecom enables GG Users to set up a GGwallet, a virtual GG Piggy Bank, within their GG account.
2. GGwallet is a payment service provided within GG, involving the management of a Payment Instrument called GGwallet.
3. GGwallet is a service available as a mobile application, part of the GG Communicator, enabling voluntary deposits and receipts for verified GG/GGapp Users. The funds collected by the User in GGwallet can be used for any purpose in accordance with the GGwallet Regulations.
4. Only Users verified by Fintecom, in accordance with the Service Regulations for GGwallet owners, can set up a GGwallet.
5. Each GG/GGapp User may only set up one GGwallet, subject to the provisions mentioned in Section III of the Service Regulations for GGwallet owners.
6. Detailed rules for the provision of payment services by Fintecom, including the rights and obligations of Users, the rules for issuing and using GGwallet, and the methods and principles for terminating the use of the Service, are specified in the Service Regulations for GGwallet owners.
7. By setting up GGwallet, the User confirms that they have read the Service Regulations for GGwallet owners, which is a necessary condition for using the payment services provided by Fintecom.
8. Deposits to GGwallet can be made by any person, even those not logged into the GG/GGapp Communicator. Individuals making deposits to GGwallet should read the Regulations for depositors: Regulations for depositors to GGwallet.

V.3. GG Announcements

1. A GG user with a Premium GG version, as well as a user of paid GGapp accounts purchased on a subscription basis, has the opportunity to use the platform for posting Announcements from the GG Community available at: <https://ogloszenia.gg.pl/>.
2. Posting announcements is free for GG Premium users.
3. Starting to use the GG Announcements Service means that the user has read and accepted the terms of service: GG Announcements Terms of Service.

V.4. AI Assistant

1. A GG Premium user has the option to set up an AI Assistant on their GG account and train it for the purpose it was created for.
2. Using the AI Assistant is free for GG Premium users.
3. To use the AI Assistant and train it, users should follow the information provided on the website: <https://ggchat.com/>.
4. Users are required to familiarize themselves with and adhere to the rules for using the AI Assistant based on artificial intelligence described on the website: <https://ggchat.com/>.
5. Fintecom is not liable for any damages to the user or third parties resulting from the user's use of the AI Assistant in a manner inconsistent with the Terms of Service or the rules provided by Fintecom on the website: <https://ggchat.com/>.
6. In the event of third-party claims against Fintecom regarding the user's use of the AI Assistant in violation of the Terms of Service or rules mentioned in point 4 above, the user agrees to indemnify Fintecom from any liability to such parties.

V.5. GGapp

1. Fintecom enables users to use GGapp – an application for internal, closed communication between users.
2. GGapp numbers are not visible in the public GG directory and are not interconnected with GG numbers.
3. A closed pool of numbers is assigned to a given entity in advance (during the registration of a company or organization) and is used for closed communication within that company or organization.
4. GGapp offers GGapp users: text conversations, group conversations, audio/video conversations.
5. Users can use GGapp online (via a browser), in a desktop application (on a computer), or in a mobile application, available for free download on Google Play or the App Store.
6. If a user already has an account in the GG messenger, they can log into GGapp using their GG login details, but these applications are independent of each other.
7. To create a GGapp Profile for an organization (company, group, association, class, etc.), the user must create a GGapp Administrator account on the website <https://ggapp.com> or in the GGapp desktop application, providing the required information: name, email address, phone number, organization name. The user can also provide other optional data, such as: last name, business address, tax identification number (NIP).
8. The user declares that they have read the Terms of Service and the Data Processing Rules and clicks "create account." A verification code will be sent to the user's phone

number provided during registration, and in the next step, the user will receive a verification code in an email. After entering the verification codes, the user will be prompted to log in to GGapp.

9. By creating an account for an organization, the user becomes the Administrator of that account, with the ability to manage users.
10. Upon creating an account for an organization, the Administrator receives the opportunity to add 10 GGapp users to their network for free. To add more users, the user must purchase an additional pool of numbers available in the subscription:
 - a) Monthly subscription: The service is available for one month from the activation date.
 - b) Annual subscription: The service is available for a period of 12 months from the activation date.
11. To purchase a GGapp subscription, the user must do so after logging into the application, selecting the appropriate package and subscription period.
12. For paid versions, PayU is the payment administrator. The current fee for individual packages and access durations is visible before purchasing the subscription on the website <https://promo.ggapp.com/pl/cennik/> and in the GGapp application itself.
13. Fintecom does not independently collect funds for purchasing a subscription. Each purchase of the selected package must be made by the user.
14. If the user does not renew their paid subscription (make a repurchase) after its expiration, the pool of numbers covered by the subscription will be blocked until the subscription is repurchased.
15. In the event described in point 14 above, the user can still use GGapp, but only within the scope of the first 10 free numbers created earliest.
16. If the Administrator does not renew the previously purchased pool of numbers within a given package for a period of 24 months, Fintecom reserves the right to permanently delete GGapp accounts that are part of an unpaid package.
17. If there is a desire to purchase a package with more accounts than the maximum number specified in the GGapp price list, please contact Fintecom by sending a message to the email address: info@ggapp.com
18. If the user wishes to receive an invoice for the purchased package, before making the purchase, they must uncheck the appropriate checkbox and provide the necessary data for the correct issuance of the invoice. The invoice will be sent to the email address associated with the GGapp account for which the purchase was made.
19. The user can invite people from outside their network of contacts to GGapp, provided that those people have accounts in both GG and GGapp of another organization, by sending them an invitation and requesting their acceptance.
20. Within GGapp, the Administrator can manage contacts, add/remove participants, and create groups based on the organizational structure of the company/group/organization.
21. For more information, including password recovery rules, pricing, or FAQ (questions and answers), Fintecom provides the user with information on the website: <https://ggapp.com>

Section VI: TERMS OF CONTRACTING AND COMMENCING THE SERVICE, AND TERMINATING THE AGREEMENT

1. The provision of the Service requires the registration of a GG or GGapp Account.
2. During registration, certain data, including with the User's consent, personal data, must be provided.

3. During registration, the User confirms that they are at least 16 years old and accepts responsibility for the accuracy of the provided data. In case of providing false personal data, some functionalities of the Service may remain unavailable to the User until the data is corrected.
4. Upon registration, an individual account identifier (GG Number) is assigned to the User for the use of the Service.
5. The User does not have the right to dispose of the GG/GGapp Number in any other way than specified by the Terms and Conditions.
6. In the event of termination of the Service agreement by the User (account deletion) or termination of the Service agreement by Fintecom due to the User's non-compliant use of the Service:
 - a) The User loses the right to use the GG/GGapp Number.
 - b) Fintecom has the right to assign the GG/GGapp Number to another User.
 - c) In the case of GG numbers purchased in the Official GG Store (<https://shop.gg.pl/>), Fintecom has the right to assign the GG Number to another User after a period of at least 24 months from the date of the last login to the GG Service.
7. The Service agreement is concluded upon acceptance of the Terms and Conditions and commencement of the Service provision.
8. The User retains access to the Service using a login and password.
9. The Service agreement is terminated:
 - a) at the User's request, or
 - b) by Fintecom, in cases indicated in Section 9 of Section III of the Terms and Conditions, subject to the provisions of Points 11-16.
10. The Service agreement may be terminated by Fintecom in the event of non-use (understood as failure to log in to the Service) continuously for a period of:
 - a) at least 12 months,
 - b) at least 24 months – in the case of GG numbers purchased in the Official GG Store.
11. Termination of the Service agreement may result in the removal from the Fintecom teleinformatics system of all data entered by the User, unless:
 - a) the law provides otherwise, or
 - b) the removal of all data entered by the User from the Fintecom teleinformatics system is not possible due to the nature of the Service or its functionalities.
12. In the event that the User has made more than one registration, the termination of the Service agreement will only affect access to the Service personalized with the respective GG/GGapp Number.
13. Fintecom is the administrator of personal data.
14. The rules for processing personal data as part of the Service provision are contained in the Privacy Policy: <https://ggapp.com/pl/info/polityka-prywatnosci/>

Section VII: LIABILITY

1. The User is responsible for all actions taken after logging in using the login and password.
2. The User utilizes:
 - a) the Service in accordance with these Terms and Conditions,
 - b) services provided by third parties at their own risk. The use of services made available in the GG Communicator by third parties does not exclude or limit

Fintecom's liability related to the provision of the Service to the extent that, under the law, it cannot be excluded or limited.

3. Fintecom is liable to Users for non-performance or improper performance of the Service to the extent arising from the Terms and Conditions, unless non-performance or improper performance of the Service results from circumstances for which, according to the law, it is not liable.
4. In accordance with Article 14 of the Act, Fintecom is not liable for data entered by Users and stored in the Fintecom teleinformatics system.
5. In accordance with Article 13 of the Act, Fintecom is not liable for transmitted data, providing automatic and short-term intermediate storage of such data to expedite their re-access upon the request of another entity (another User).
6. Fintecom is not liable for the consequences of non-performance or improper performance of obligations undertaken towards the User by other Users.
7. Fintecom is not liable for any consequences of Users' use of applications accessible through the Platform but provided by third parties, of which the User will be informed before accessing such applications.
8. Fintecom is not liable for:
 - a) deletion of data entered by Users into the Fintecom teleinformatics system from teleinformatics systems beyond Fintecom's control,
 - b) consequences of Users' use of Services or their functionalities using software other than Fintecom software or third-party software authorized by and through Fintecom, as indicated at: <https://gg.pl/info/lista-autoryzowanego-oprogramowania>.
 - c) consequences of Users providing login and password to third parties.
9. It is prohibited to create GG/GGapp accounts using a phone number and/or email address not belonging to the person creating the account. Fintecom is not liable for such actions.
10. Fintecom may temporarily or permanently block GG/GGapp accounts if it receives information about the creation of an account using a phone number and/or email address of another person than the one creating the account.
11. The Terms and Conditions are applied taking into account the rights of Users arising from consumer laws.

Section VIII: INTELLECTUAL PROPERTY

1. Fintecom holds rights to works, as defined by the provisions of the Act of February 4, 1994, on Copyright and Related Rights, designations, and trademarks made available within the Platform, to the extent necessary for the provision of the Service.
2. Works, designations, and trademarks made available within and for the purpose of providing the Service are protected under the provisions of the law.
3. The User is entitled to use the works within the scope of the private use permitted by law.
4. Use exceeding private use requires prior consent from the entitled entity.
5. The terms of use of the software provided by Fintecom are determined by the appropriate licensing agreements.
6. The licensing agreement for the use of software provided by Fintecom for the purpose of providing the Service constitutes, as an attachment, a part of the Terms and Conditions.

Section IX: COMPLAINTS PROCEDURE

1. Complaints regarding the provision of the Service may be filed due to:
 - a) non-performance of the Service, or
 - b) improper performance of the Service.
2. A complaint may be submitted in the following forms:
 - a) in writing, by traditional mail to the address: 45 Marshal Piłsudski Street, 75-502 Koszalin,
 - b) electronically, by email to: reklamacje@gg.pl.
3. The complaint should include:
 - a) the name and surname of the complainant,
 - b) the email address provided during registration,
 - c) the identifier under which the User appears on the Platform (GG Number),
 - d) the subject and circumstances justifying the complaint.
4. Complaints are considered in the order of receipt, but no later than within 14 (fourteen) days. In justified cases, if the examination of the complaint requires a longer period, Fintecom may extend the deadline for considering the complaint by an additional 14 (fourteen) days, of which the complainant will be informed.
5. If the complaint contains deficiencies that prevent its consideration, Fintecom shall promptly request the complainant to complete the submission with a warning that failure to complete the complaint will result in leaving it unexamined.
6. The complainant is informed about the method of handling the complaint in the form in which the complaint was submitted.

Section X: FINAL PROVISIONS

1. The current version of the Regulations is made available in a manner that allows for storage and playback in the ordinary course of business.
2. Each change to the Regulations shall enter into force:
 - a) after 15 (fifteen) days from the date of notification of the change or at another time indicated by Fintecom, provided that it is not shorter than 15 (fifteen) days; in the event of the User's refusal to accept the change, the User is obligated to submit a relevant statement to Fintecom, including through Fintecom's teleinformatics system, before the change enters into force, and from that date, the User is required to cease using the Service.
 - b) immediately upon notification of the change or at another time indicated by Fintecom if the changes concern provisions of the Regulations that do not affect the situation of the Users.
3. Polish law, in particular the provisions of the Civil Code and the Act of May 30, 2014, on consumer rights (Journal of Laws of 2014, item 827), shall apply to the assessment of rights and obligations arising from the Regulations.
4. Out-of-court dispute resolution: The European Commission operates an online dispute resolution platform. This platform is available at:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL>
5. Fintecom reserves the right that the use of other alternative dispute resolution mechanisms requires obtaining Fintecom's consent.

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