

TERMS OF SERVICE FOR

<https://dropui.com>

Date of publication: 15.10.2024

Thank you for visiting our Service. Please read these Terms and Conditions carefully, as they define the rules for accessing and using our site.

1. Definitions

1.1. The following terms, when capitalised, have the meanings assigned to them below:

Account	An electronically provided service that enables the User to access a dedicated subpage of the Service using an email address and password, where the User's provided data is stored;
Act on Combating Unfair Competition	The Act of April 16, 1993, on Combating Unfair Competition (Dz.U.2022.1233, consolidated text as of June 9, 2022);
Act on the Provision of Electronic Services	The Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws 2020, item 344, consolidated text as of 3 March 2020);
Administrator / Owner	E-TRADE SOLUTIONS Sp. z o.o., with its registered office at Hangarowa 15, 59-220 Legnica, Poland, entered into the Register of Entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) under KRS number 0000875181, maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division. NIP (VAT ID): 6912552324, REGON (Business ID): 387822015, with a share capital of 100,000 PLN;
Agreement	depending on the subject matter, the Agreement may be: <ul style="list-style-type: none">• a Subscription agreement in exchange for the Subscription Fee;• an agreement for the provision of electronic services;• another type of agreement;
Civil Code	The Act of 23 April 1964 – Civil Code (Journal of Laws 2024, item 1061, consolidated text as of 17 July 2024);

Consumer	A natural person using the Service for purposes not directly related to their business or professional activity, as well as a natural person using the Service for purposes related to their business activity, where the circumstances indicate that such use is not of a professional nature, i.e., a natural person as defined in Article 7aa of the Polish Consumer Rights Act.
Contact Form	the form available in the Service that allows users to contact the Administrator;
Copyright Act	the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2022, item 2509, consolidated text as of 6 December 2022);
Digital Services Act:	regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services, amending Directive 2000/31/EC (OJ L 277, 27.10.2022);
Distance Agreement	An agreement concluded within the framework of an organised system for concluding agreements at a distance (the Service), without the simultaneous physical presence of the parties, and exclusively by means of one or more means of distance communication, including the moment of conclusion of the agreement.
DPA	the Data Processing Agreement available at: https://dropui.com/dpa-en.pdf , which constitutes Appendix No. 1 to the Terms of Service;
Entrepreneur	a natural person, legal person, or organizational unit without legal personality, to whom legal capacity is granted by law, conducting business or professional activity in their own name;
Entrepreneurs' Law	the Act of 6 March 2018 – Entrepreneurs' Law (Journal of Laws 2024, item 236, consolidated text as of 21 February 2024);

Payment system	<p>the payment operator used by the Administrator within the Service, as indicated on the Service, including but not limited to:</p> <ul style="list-style-type: none">• Paddle.com (depending on the User's place of residence/seat: (i) Paddle Payments Ltd. (Limerick House, Limerick Lane, Newbridge, Kildare, Ireland); (ii) Paddle.com Inc. (3811 Ditmars Blvd, #1071, Astoria, New York, 11105-1803, USA); (iii) Paddle.com Market Ltd. (Judd House, 18-29 Mora Street, London, EC1V 8BT, United Kingdom); https://www.paddle.com/legal/privacy; Data Processing Agreement: https://www.paddle.com/legal/data-processing-addendum; data sharing addendum: https://www.paddle.com/legal/data-sharing-addendum); lub• another payment operator specified in the Service;
Privacy Policy	<p>the Privacy and Cookies Policy published on the Service: https://dropui.com/privacy-policy.pdf;</p>
Service	<p>the online service operated by the Administrator at: https://dropui.com;</p>
Services	<p>all services provided electronically by the Administrator to Users based on the Terms of Service;</p>
Subscription	<p>the User's entitlement to use the functionalities of the Service through the Account for the Subscription Period, based on the Fee (provided the Subscription Fee has been successfully paid by the User);</p>
Subscription Fee	<p>a payment that the User is obliged to make to the Administrator as part of the purchased Subscription;</p>

Subscription Period

the period during which the Subscription is valid, starting from: (a) the User's successful payment of the monthly Subscription Fee (successful charge to the User's payment card), lasting for one (1) calendar month; or (b) the User's successful payment of the annual Subscription Fee (successful charge to the User's payment card), lasting for one (1) year (12 consecutive months); or (c) the User's successful payment of the Subscription Fee (successful charge to the User's payment card) for the Subscription period depending on the type of Subscription selected by the User, as described in the Subscription description on the Service; or (d) in the case of a Trial Subscription - from the moment the User successfully activates the Trial Subscription, lasting for one (1) calendar month. **The Subscription Period is automatically renewed under the terms described in the Terms of Service.** The Trial Subscription Period ends after the expiration of one (1) month from the successful activation of the Trial Subscription, and depending on the User's decision, it may be converted into a paid Subscription. Upon expiration of the Trial Subscription Period, the User loses access to the Service's functionalities. In all cases, the Subscription Period ends upon the expiration, cancellation, or termination of the Subscription

Terms of Service

these Terms for using the Service: <https://dropui.com/terms-of-service.pdf>;

Trial Subscription

the User's entitlement to use the functionalities of the Service through the Account for the Subscription Period applicable to the Trial Subscription. The User has a one-time opportunity to use the Trial Subscription;

User/You:

any natural person visiting the Service or using its features.

- 1.2. All terms capitalised in the Terms of Service have the same meaning throughout the Terms, regardless of their grammatical form, unless otherwise provided in the Terms of Service.
- 1.3. The section titles are included for convenience only and do not affect the content or interpretation of the provisions of the Terms of Service.
- 1.4. The Terms of Service should be interpreted in conjunction with the content of the Service.

2. General provisions

- 2.1. The Terms of Service set out the general conditions for using the website <https://dropui.com> and for the provision of Services by the Administrator to Users

- 2.2. The Owner and Administrator of the Service is E-TRADE SOLUTIONS Sp. z o.o., with its registered office at Hangarowa 15, 59-220 Legnica, Poland, registered in the Register of Entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) under KRS number 0000875181, maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division. NIP (VAT ID): 6912552324, REGON (Business ID): 387822015, with a share capital of 100,000 PLN.
- 2.3. To contact the Administrator:
 - a. send an email to: support@dropui.com
 - b. call: [+48 724 792 148](tel:+48724792148)
 - c. send a letter to: ul. Hangarowa 15, 59-220 Legnica
- 2.4. As an intermediary service provider under the Digital Services Act, the Administrator has designated an electronic contact point for direct communication with the Administrator at the email address: support@dropui.com. The same contact point is also available for direct communication with the authorities of Member States, the European Commission, and the Digital Services Board.
- 2.5. These Terms of Service constitute the terms of provision of electronic services referred to in Article 8(1) (1) of the Act on the Provision of Electronic Services.
- 2.6. The Administrator provides the User with the Terms of Service free of charge at the bottom of the Service page. The User may save a copy of the Terms of Service by downloading, storing on a device, or printing them at any time from the Service's website, to which the User hereby consents.

3. Application of the Terms of Service

- 3.1. **The Privacy Policy** [<https://dropui.com/privacy-policy.pdf>] and the **DPA**: [<https://dropui.com/dpa-en.pdf>] form an integral part of the Terms of Service.
- 3.2. The Terms of Service apply to all Users, without any restrictions.
- 3.3. By accessing the Service, browsing its content, or using the Service in any way, the User confirms that they have read, understood, and accepted the Terms of Service, along with any attachments and documents referenced within the Terms of Service.

4. Purpose of the Service

- 4.1. The purpose of the Service is to provide Subscription-based tools supporting the development of websites and applications.

5. Technical Requirements

- 5.1. The minimum technical requirements for the User to use the Service include:
 - a. a functional device (e.g., computer, tablet, smartphone) with stable Internet access;
 - b. an updated and properly configured web browser that supports cookies;
 - c. an active email account;

- 5.2. As using the Service over an open Internet network may pose potential security risks for the User, the Administrator applies appropriate measures to minimise such risks as much as possible. The Administrator also recommends that Users take steps to reduce the risks associated with using the Internet, such as:
- a. using systems and applications from legitimate sources;
 - b. regularly updating software;
 - c. installing antivirus software;
 - d. activating a firewall;
 - e. regularly deleting emails from unknown sources.

6. Intellectual Property

- 6.1. The content published on the Service and its components, in particular, all works, including graphics, logos, and trademarks associated with the Service, are protected by intellectual property law.
- 6.2. Use of the Service does not grant the User any intellectual property rights to the content published on the Service.
- 6.3. The User is obligated to strictly observe the Administrator's intellectual property rights, in particular, it is prohibited to:
- a. distribute, sell, or use any elements of the Service, in whole or in part, in any manner, including online or on storage media;
 - b. send, publish, distribute, modify, develop, reuse, or commercialise the content of the Service in any way that exceeds the permitted use specified in the Terms of Service;
 - c. engage in any acts constituting unfair competition as indicated in the Act on Combating Unfair Competition;
 - d. place links to the Service in a way that could obscure the identification of the source;
 - e. interfere with the Service's software code;
 - f. attempt to gain unauthorised access to the Service, the server on which it is stored, or any computer or database connected to the Service;
 - g. use software that disrupts the functioning of the Service;
 - h. use the Service for purposes or in a manner other than as defined in the Terms of Service.
- 6.4. The User authorises the Administrator to store, free of charge, any information provided by the User in the Service, including for the purpose of creating an Account, and to use it as necessary to fulfill the purpose for which it was provided.

7. Limited License

- 7.1. All works created using the functionalities of the Service constitute the intellectual property of the Administrator.

- 7.2. Upon the conclusion of the Agreement (activation of the Subscription, including the activation of the Trial Subscription), the Administrator grants the User a non-exclusive, non-transferable license, without the right to grant sub-licenses, to use the works created through the functionalities of the Service for the Subscription Period (the '**License**').
- 7.3. The Administrator grants the License to the User solely for the following fields of use:
 - (a) recording digitally in the memory of a computer or other device;
 - (b) permanently or temporarily reproducing the work, in whole or in part, digitally, to the extent necessary for the display, playback, or storage of the work;
 - (c) permanently or temporarily displaying, playing back, or storing the work;—unless otherwise specified in the description of the Subscription.
- 7.4. The License does not include, in particular, the User's right to:
 - (a) copy the work, in whole or in part, except to the extent necessary for proper use of the work for personal use in accordance with the Terms of Service;
 - (b) create derivative works based on the work or any part of it;
 - (c) transfer the right to use the work or any part of it to other persons or entities;
 - (d) license, sublicense, lease, rent, loan, or otherwise transfer (make available) the work, in whole or in part.
- 7.5. The License is granted for the duration of the Subscription (Subscription Period), including the duration of the Trial Subscription, and lasts until the expiration, cancellation, or termination of the Subscription (including the Trial Subscription). In the event of the expiration, cancellation, or termination of the Subscription (including the Trial Subscription), the User is no longer entitled to use the functionalities of the Service through the Subscription (including the Trial Subscription) and must immediately and permanently delete any works or materials (including their copies) created using the functionalities of the Service.
- 7.6. The fee for granting the License is included in the Subscription Fee paid by the User to the Administrator.
- 7.7. Any modifications or additions to the works (derivative works) are the exclusive intellectual property of the Administrator (the User agrees to transfer the rights to any derivative works to the Administrator).

8. Account

- 8.1. The Administrator provides the User with free electronic services that enable the creation and maintenance of an Account on the Service. The Administrator makes the terms of providing electronic services available to the User free of charge before entering into an Agreement for their provision.
- 8.2. The User is entitled to create and maintain an Account on the Service.
- 8.3. The Agreement for the provision of electronic services regarding the Account is concluded with the User at the moment the Account is successfully created on the Service.
- 8.4. To create an Account on the Service, the User is required to provide the following information: email address, first name, last name, company name (business name), phone number, country of residence/business operation/registered office, and other information required by the Service. The Account registration may also be completed using Google account data.
- 8.5. During the account creation process, by checking the appropriate checkbox, the User makes the following declarations:

- a. acknowledgment and acceptance of the Terms of Service;
 - b. acknowledgment and acceptance of the Privacy Policy;
 - c. possession of the appropriate authorization to represent and act on behalf of the User,
- and is required to accept the relevant declarations.
- 8.6. The Account stores the personal data provided by the User as well as the history of their transactions.
 - 8.7. When creating an Account, the User is obliged to provide true personal data and to keep it updated. At any time, to ensure the processing of accurate and up-to-date information, the Administrator is entitled to take actions to verify the accuracy of the data provided by the User during the account creation process. This may include the Administrator directly contacting the User to confirm the correctness and currency of the data.
 - 8.8. Access to the Account is possible by entering the User's email address and password. The User is responsible for choosing a strong password and securing their login details against unauthorized access.
 - 8.9. For billing purposes, the User consents to receiving invoices, receipts, or other sales documents electronically.

9. Subscription

- 9.1. The Trial Subscription is concluded when the User receives an email notification confirming the activation of the Trial Subscription for the Trial Subscription Period, following the prior activation of the Trial Subscription by the User in accordance with the information provided on the Service. Activation of the Trial Subscription by the User is a one-time process, meaning that the User can only use the Trial Subscription once. After the Trial Subscription Period ends, the User is no longer eligible for the Trial Subscription.
- 9.2. The Subscription is concluded when the User receives an email notification confirming the activation of the Subscription for the Subscription Period, following the prior activation of the Subscription by the User in accordance with the information provided on the Service and the successful payment of the Subscription Fee to the Administrator.
- 9.3. Activation of the Subscription (including the Trial Subscription) is possible only via the User's Account on the Service.
- 9.4. Activation of the Subscription (including the Trial Subscription) requires the User to have full legal capacity (i.e., individuals who are at least 18 years old and not legally incapacitated). Individuals with limited legal capacity may enter into a Subscription only after obtaining consent from their legal representative, such as a parent.
- 9.5. Before finalising the Subscription activation (including the Trial Subscription), the User is required to select the appropriate type of Subscription and:
 - a. acknowledge that they have read and accept the Terms of Service by checking the appropriate checkbox;
 - b. acknowledge that they have read and accept the Administrator's Privacy Policy by checking the appropriate checkbox;

- c. declare that they are at least 18 years old and have full legal capacity, or that they have obtained consent from their legal representative to enter into the Subscription, by checking the appropriate checkbox;
 - d. consent to the delivery of digital content or commencement of the provision of digital content before the expiration of the withdrawal period for a Distance Agreement, which results in the loss of the right to withdraw from the Agreement once the content has been fully provided, by checking the appropriate checkbox;
 - e. declare that they have the necessary authorization to represent and act on behalf of the User, by checking the appropriate checkbox;
 - f. declare that the Subscription Agreement is not of a professional nature for the User, by checking the appropriate checkbox.
- 9.6. After completing these actions, the User must confirm their consent to activate the Subscription by clicking the „**Activate and Pay**“. Once the "**Activate and Pay**" button is clicked, the User will receive a confirmation email for the Subscription activation, along with the obligation to pay the Subscription Fee to the Administrator. This confirmation constitutes the User's declaration of intent to enter into the Agreement with the Administrator in accordance with the Terms of Service.
- 9.7. Activating the Subscription obligates the User to pay the Subscription Fee via the Payment System specified on the Service. Payment via the Payment System may involve additional costs incurred by the User. The User will be informed of such costs and their amount by the operator of the Payment System before making the Payment. After the Payment is made, the Payment System operator or the Administrator will provide the User with an invoice, receipt, or other sales document to the email address provided by the User on the Service. Making payments may require acceptance of the payment terms provided by third parties (e.g., payment system providers). The Administrator has no control over the content of these terms (e.g., fees, scope of personal data processing)
- 9.8. Activating the Subscription requires the User to make the Payment, which may be made on a recurring basis (depending on the type of Subscription) throughout the Subscription Period until the Subscription is effectively terminated/canceled/expired. The date of payment is considered the day the User successfully makes the Payment or the day their payment card, provided on the Service, is successfully charged. The Subscription Fee is charged for the duration of the Subscription Period until the Subscription is effectively terminated/canceled/expired.
- 9.9. **The Subscription is automatically renewed according to the selected type of Subscription (or if the type of Subscription selected by the User is no longer available, according to a successor type of Subscription), meaning that the Subscription Period is automatically extended for an indefinite period for subsequent Subscription Periods, at the prevailing Subscription Fee rate.**
- 9.10. The Administrator is entitled to block the User's access to the Subscription and related functionalities of the Service in the event that the User fails to make the Payment or the Subscription Period ends.
- 9.11. Access to the Service's functionalities under the Subscription is granted immediately upon the successful conclusion of the Subscription, but no later than within 3 business days from that date, unless the Administrator has explicitly informed the User of a different access date for the Service's functionalities under the Subscription, either in the Subscription description or in a message sent directly to the User. In such a case, the Administrator is bound by that timeframe for access provision.

10. Subscription Cancellation

- 10.1. At any time, if the User deletes their Account, the Subscription Agreement is automatically terminated, meaning that the Subscription Period is immediately ended, and the User loses access to the Subscription and the related functionalities of the Service. In such a case, the Administrator is not obligated to refund the Subscription Fee, any portion of the Subscription Fee, or any other fees of any kind.
- 10.2. The User may cancel the Subscription at any time. The cancellation of the Subscription is carried out via the Service.
- 10.3. In the event of a Subscription cancellation, the Subscription Fee or any other fees are not refunded to the User.
- 10.4. Cancellation of the Subscription before the end of the current Subscription Period means that the Subscription will end upon the expiration of the Subscription Period (e.g., at the end of the current month for a monthly plan, or at the end of the current calendar year for an annual plan with a one-time annual payment).
- 10.5. The Administrator is entitled to terminate the Subscription Agreement at any time with immediate effect if the User violates the terms of use of the Service specified in the Terms of Service or applicable laws, without any obligation to refund the Subscription Fee or any other fees.
- 10.6. The Administrator is entitled to terminate the Subscription Agreement with at least 20 days' notice, effective at the end of the Subscription Period, in the event that the functionalities of the Service related to the Subscription are discontinued. In such a case, the Subscription will end upon the expiration of the current Subscription Period, or the Administrator will refund a portion of the Subscription Fee to the User within 30 days, using the same payment method that the User initially used.
- 10.7. Upon termination of the Subscription Agreement (regardless of the legal or factual basis for such termination), the Subscription is automatically canceled. Subject to the provisions of the Terms of Service, the Subscription Fee or any other fees are not refunded to the User.

11. Withdrawal from Subscription

- 11.1. If the User is a Consumer, the provisions of Article 38(1)(1) of the Consumer Rights Act apply to the Subscription. A Consumer User who, prior to the activation of the Subscription, was informed that they would lose the right to withdraw from the Subscription Agreement once the service is fully performed, and who acknowledged this, is obligated to pay the Subscription Fee for the portion of the service that has been performed.
- 11.2. A Consumer User has the right to withdraw from the Subscription Agreement (i.e., from the date of entering into the Subscription Agreement in accordance with the Terms of Service) without providing a reason, by submitting an appropriate statement either electronically to the email address: support@dropui.com or in writing to the Administrator's registered office, within 14 days from the date of the conclusion of the Subscription Agreement, **unless they have consented to the performance of the Subscription Agreement before the expiration of the withdrawal period. In such a case, the right to withdraw from the Subscription Agreement does not apply to the User.**
- 11.3. Subject to section 11.2 of the Terms of Service, the Consumer User is entitled to withdraw from the Subscription Agreement if: (a) it is clear from the Administrator's statement or the circumstances that the Administrator did not provide access to the Subscription (subject to the relevant provisions of the Terms of Service); or (b) the Consumer User and the Administrator agreed, or the circumstances of

entering into the Subscription Agreement indicated, that a specific date for providing access to the Subscription was of significant importance to the Consumer User, and the Administrator did not provide access by that date.

- 11.4. To comply with the withdrawal period, it is sufficient for the User to send the statement before the withdrawal period expires.
- 11.5. In the event of a valid withdrawal from the Subscription Agreement, the Subscription Agreement is considered null and void. In such a case, the Administrator will refund the User the Subscription Fee within at least 30 days, using the same payment method that the User initially used.
- 11.6. Upon withdrawal from the Subscription Agreement, the User loses the right to access the Subscription and the related functionalities of the Service.

12. Complaint Procedure

- 12.1. The Consumer User is entitled to the relevant rights arising from Chapter 5b of the Consumer Rights Act, and the provisions of the Terms of Service do not exclude or limit these rights in any way.
- 12.2. All complaints related to the functioning of the Service should be submitted to the following email address: support@dropui.com, including information that enables the identification of the User (name, surname, company name, email address) and a description of the complaint.
- 12.3. Upon receipt of a complaint, the Administrator is obliged to address the User's complaint related to the functioning of the Service within a maximum of 30 days and notify the User by email regarding the resolution of the complaint, including the removal or refusal to remove any irregularities and the possible reasons for the refusal. Other complaints are addressed within 14 days, with the Administrator sending the User a response in the same manner in which the complaint was submitted.
- 12.4. The User acknowledges that the removal of reported irregularities may temporarily disrupt the functioning of the Service.
- 12.5. The Administrator is entitled not to remove minor irregularities that do not affect the User's ability to use the Service.

13. Liability

- 13.1. The User uses the Service at their own risk, and the Administrator's liability for any damages related to the use of the Service is excluded to the fullest extent permitted by law.
- 13.2. In particular, the Administrator is not liable for damages caused by:
 - a. interruptions in access to the Service;
 - b. interruptions in access to the Internet;
 - c. the User's failure to maintain the technical conditions required to use the Service;
 - d. the provision of prohibited or unlawful content;
 - e. the improper functioning of the User's technical infrastructure or software;
 - f. the suitability or usefulness of the functionalities provided in the Service through the Subscription.
- 13.3. If the Administrator is held liable to the User for any reason, such liability is limited to:

- a. in all cases, solely to compensation for the User's actual losses, with no liability for lost profits; and in each instance,
 - b. up to the amount of the Subscription Fee for the last billing period during which the damage occurred
- 13.4. The Administrator is not liable for lost profits.
- 13.5. For the avoidance of doubt, the Administrator states that no warranty is given for the functionalities of the Service provided through the Subscription.
- 13.6. The interpretation of this section 13 [Liability] respects the relevant provisions of the Civil Code and the Consumer Rights Act, and insofar as they concern the Consumer User, they do not exclude or limit the Consumer's rights.

14. Updates

- 14.1. The Administrator may make changes to the Service, particularly to the functionalities of the Service that are available through the Subscription.
- 14.2. The Administrator may modify the functionalities of the Service covered by the Subscription Agreement with the Consumer in justified cases, which include, in particular:
- a. the need to correct potential errors;
 - b. the need to implement changes and modifications due to reasons beyond the Administrator's control (e.g., changes in law, changes in the interpretation of regulations);
 - c. a justified need of the User.

15. Prohibition of Unlawful or Prohibited Content

- 15.1. The User is obligated to use the Service in a manner consistent with its intended purpose, the provisions of the Terms of Service, the Privacy Policy, and applicable law.
- 15.2. In particular, the User shall not engage in actions intended to disrupt or impair the operation or proper functioning of the Service, including, but not limited to:
- a. gaining unauthorised access to content or information not intended for the User;
 - b. distributing spam or other unsolicited commercial information via the Service;
 - c. providing illegal content through or via the Service;
 - d. providing false or third-party personal data;
 - e. engaging in any activities that may hinder or destabilise the operation of the Service, such as attempting to interfere with or deny access to other Users' Accounts, introducing harmful software, unauthorised scanning of the network or devices of other Users or the Administrator, unauthorised monitoring of network traffic, attempting to intercept information sent to or from other Users, or attempting unauthorised access to the Service's security systems or other Users' Accounts;
 - f. actions that are contrary to the Terms of Service, good practices, social norms, or that infringe upon the rights and interests of the Administrator, other Users, or third parties.

- 15.3.** If the User fails to comply with the Terms of Service or engages in actions that harm the Administrator (including, but not limited to, gross abuse of rights, such as repeatedly entering into and withdrawing from service agreements, mass activation of Accounts to gain benefits from the Administrator, or manipulating content provided to the Service, as well as making baseless complaints repeatedly and persistently), the Administrator may impose sanctions, such as temporarily restricting access to all or part of the Service's functionalities, including Subscription access.
- 15.4.** Content that is considered non-compliant with the Service's Terms of Service includes, but is not limited to, content that:
- a. violates the provisions of the Service's Terms of Service or is illegal as defined in the Digital Services Act;
 - b. constitutes spam, contains advertisements, or promotes products/services/activities unrelated to the Administrator;
 - c. is unrelated to the Service;
 - d. promotes violence or aggression, or is defamatory, discriminatory, or otherwise unethical or dangerous;
 - e. is offensive, vulgar, or inconsistent with good practices or social norms;
 - f. infringes upon copyright or personal rights.
- 15.5.** The Administrator is entitled to moderate and review content posted by Users within the Service's functionalities and take appropriate action in relation to unlawful or prohibited content. Moderation is conducted in a non-automated, non-arbitrary, objective, and proportional manner, with due diligence. The purpose of moderation is to identify, detect, and address unlawful or prohibited content provided by Users.
- 15.6.** If the Administrator becomes aware or informed that a User has posted unlawful or prohibited content, the Administrator shall promptly take appropriate action as specified in the Terms of Service or as required by applicable law.
- 15.7.** In the event that a User posts unlawful or prohibited content, or otherwise behaves in a manner inconsistent with the Terms of Service, the Administrator may decide to:
- a. remove, restrict access to, or limit the visibility of the unlawful or prohibited content;
 - b. temporarily suspend or terminate the provision of the Subscription/electronic services or parts thereof to the User;
 - c. suspend or close the User's Account.
- 15.8.** If the User identifies content on the Service that may be unlawful or prohibited, they should inform the Administrator by sending an email to: support@dropui.com. The report should include:
- a. an explanation of why the content is believed to be unlawful or prohibited;
 - b. information on where the unlawful or prohibited content is located (e.g., a URL or any other information that allows for identifying its location);
 - c. the name and email address of the reporting person or entity, except for reports concerning information related to certain crimes as referred to in Articles 3-7 of Directive 2011/93/EU;
 - d. a statement confirming that, to the best of the reporter's knowledge and good faith, the information provided in the report is accurate and complete.

- 15.9. A properly completed report serves as the basis for the Administrator to take appropriate action and impose sanctions if it contains all necessary information, including sufficient detail to establish—without detailed analysis—that the reported content is unlawful or prohibited. If the report is correctly submitted and includes the reporter's email address, the Administrator shall promptly, but no later than 14 days, inform the reporter of the receipt of the report. If the report is incomplete, incorrect, or otherwise unverifiable, the Administrator may ask the reporter to provide additional information or corrections.
- 15.10. The Administrator shall issue a decision regarding the report promptly, but no later than 14 days from receiving a properly submitted report, and shall inform the reporter and any other interested parties, if the report includes contact information, about the decision, including information about the right to appeal the decision.
- 15.11. The User who has provided the unlawful or prohibited content, as well as the reporter, may file an appeal against the decision within 14 days of receiving the decision by sending it to: support@dropui.com. The appeal should include:
- a. the name of the person or entity filing the appeal and their email address or other contact information;
 - b. an indication of the alleged error in the decision;
 - c. justification for the appeal.
- 15.12. If the appeal is properly submitted and includes the appellant's email address, the Administrator shall promptly, but no later than 14 days, inform the appellant of the receipt of the appeal. If the appeal is incomplete, incorrect, or otherwise unverifiable, the Administrator may request the appellant to provide additional information or corrections.
- 15.13. The Administrator shall review appeals related to unlawful or prohibited content within 14 days of receiving a properly submitted appeal, in a non-arbitrary, objective manner and with due diligence. The review process is conducted manually by the Administrator or by persons acting on behalf of the Administrator. No further appeal is available against a decision made following the appeal review.
- 15.14. In the event of a justified suspicion that a crime endangering the life or safety of any person or persons has been or is being committed, or may be committed, the Administrator shall notify the appropriate authorities.

16. Out-of-Court Complaint and Claim Resolution for Consumers

- 16.1. A Consumer User has the following options for using out-of-court methods for resolving complaints and pursuing claims. These options include, among others, the ability to:
- a. submit a request to a permanent consumer arbitration court for the resolution of a dispute;
 - b. apply to Trade Inspection with a request to initiate mediation proceedings for the amicable resolution of a dispute between the Consumer and the Administrator;
 - c. seek assistance from a district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.
- 16.2. Detailed information regarding the Consumer's options for using out-of-court methods of complaint resolution and pursuing claims, as well as the rules for accessing these procedures, are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organisations whose

statutory tasks include consumer protection, provincial inspectors of the Trade Inspection, and on the website of the [Office of Competition and Consumer Protection](#).

17. Dispute Resolution

17.1. Disputes between the User and the Administrator shall be resolved by the court having jurisdiction over the Administrator's registered office, unless applicable law provides otherwise.

18. Privacy Policy

18.1. The Administrator is committed to protecting the privacy of Users. Detailed information regarding the rules for collecting and processing Users' personal data, as well as the collection and use of cookies, is specified in the **Privacy Policy** [<https://dropui.com/privacy-policy.pdf>]

18.2. By accepting the Terms of Service, the User enters into the **DPA** [<https://dropui.com/dpa-en.pdf>] with the Administrator.

19. Changes to the Terms of Service

19.1. The User may access the Terms of Service at any time through the Service and may download and print a copy.

19.2. The Administrator has the right to amend the Terms of Service at any time, regardless of the reasons, particularly in the event of changes in laws that directly affect the content of the Terms or the Administrator's activities.

19.3. A User with an active Account on the Service will be informed of changes to the Terms at least 7 days before the new version of the Terms comes into effect.

19.4. If a change to the Terms significantly and negatively affects the access or use of the Subscription by a Consumer User, the Administrator will notify the Consumer User of such a change in advance. In such cases, the Consumer User may terminate the Subscription Agreement without notice within 14 days from the date of the change, meaning that the Consumer User has the right to cancel the Subscription, which will expire at the end of the current Subscription Period.

19.5. The Privacy Policy may be amended according to the terms specified therein.

20. Prohibition on Assignment

20.1. The User is not entitled to transfer any rights or obligations arising from the Terms of Service or the DPA without the prior written consent of the Administrator.

21. Severability

21.1. If any provision of the Terms of Service is found to be invalid, redundant, or unenforceable, such provision or part thereof shall be interpreted as removed to the extent necessary, and the remaining provisions of the Terms of Service shall remain unchanged and in full force and effect. If any invalid,

redundant, or unenforceable provision of the Terms is deemed necessary, enforceable, and valid after removing a part of the provision, then it shall apply after being modified to the extent necessary to be considered valid, necessary, and enforceable, reflecting the Administrator's intentions.

22. Final Provisions

- 22.1. The Administrator may perform technical and IT work on the Service aimed at updating or developing the Service, including adding new features and modifying or removing existing features.
- 22.2. The Terms of Service are governed by Polish law, in particular, the provisions of the Act on the Provision of Electronic Services.
- 22.3. The attachments form an integral part of the Terms of Service and supplement the Terms in matters specified therein.
- 22.4. Attachments:
 - a. Attachment No. 1 - **DPA** [<https://dropui.com/dpa-en.pdf>];
 - b. Attachment No. 2 - Subscription Cancellation Form [<https://dropui.com/cancellation-form.pdf>];