

Zab Zab Application Privacy Policy

Terms and Conditions

Zab Zab is an application available for Android/iOS mobile devices, which allows Users to see nearby parties hosted by private individuals (so-called House Parties), to register for a House Party and to make the required payment. One of the functions of an Account created in Zab Zab App is the ability to browse House Parties' history and future House Parties' calendar.

Please read these Terms & Conditions carefully. These Terms & Conditions apply to the use of Zab Zab mobile app by its Users, including the license terms and privacy policy. Zab Zab app is protected by copyright, intellectual property rights and other applicable mandatory rules of Polish law. Any use of Zab Zab app shall be allowed according to the licensing requirements set out in these Terms & Conditions.

The general rules and conditions for using the App are defined in these Terms and Conditions. If the Customer decides to use the Zab Zab mobile application, these Terms & Conditions specifically define the rules of using the application, including the issues of our responsibility.

1) ABOUT US

1. The **Zab Zab** application is owned by ZAB ZAB Sp. z o.o., a limited liability company with its registered seat in Poznań, Poland (registered address: ul. Taczaka 13, 61-819 Poznań); registered in the business registry - National Court Register with number KRS 0000707394; company records kept at registry court: District Court for Poznań-Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register; share capital: PLN 5,000.00; tax ID: 7831768463, statistical number REGON: 368915728; e-mail: contact@zabzab.com.
2. These Terms & Conditions define the use of Zab Zab mobile app by its Users, including the license terms and privacy policy.

2) DEFINITIONS

1. The words and expressions below shall have the following meanings in these Terms & Conditions:
 - a. **PAYMENT** – the amount specified for every Event which a User must pay to take part in the specific Event. Payment shall be charged from the bank card previously registered by the User, after the Host's approval of such User's participation in the Event.
 - b. **DOCUMENTATION** – description of the Application's functions, mode of operation and use of components, available on the Application site.
 - c. **CONFIRMATION FORM, CONFIRMATION OF PARTICIPATION FORM** – one of the Application's functionalities, an interactive form available in the Application for the User to give their Confirmation of Participation.
 - d. **CIVIL CODE** – Act of 23 April 1964 - Civil Code (Journal of Laws No. 16, item 93, as amended).
 - e. **ACCOUNT, USER ACCOUNT** – one of the Application functionalities, identified by an individual e-mail address and password specified by the User; a set of resources in the Application IT system where User-provided data and information concerning the operations within the Application are gathered.
 - f. **ZAB ZAB / APPLICATION / ZAB ZAB APPLICATION** – a mobile application (mobile application software with non-software components as defined by Copyrights Law, but constituting

an integral part of the software), enabling Users to use the Application on a mobile device in accordance with these Terms & Conditions.

- g. **HOST** – a third party host of a specified Event, named in the Event description within the Application, unrelated to ZAB ZAB.
- h. **PRIVACY POLICY** – Annex 1 to these Terms & Conditions, specifying the privacy policy of the use of the Application.
- i. **PARTICIPATION CONFIRMATION** – a confirmation given by the User concerning participation in a specific Event, via the Confirmation Form.
- j. **COPYRIGHTS LAW** – Copyrights and Related Rights Act of 4 February 1994 (Journal of Laws No. 24, item 83, as amended).
- k. **TERMS & CONDITIONS** – the Terms & Conditions of the Zab Zab Application.
- l. **USER, SERVICE RECIPIENT** – (1) an individual (natural person) with full capacity to enter into legal transactions; in certain cases prescribed by commonly applicable legislation - also an individual with a restricted capacity to enter into legal transactions; or (2) a legal person (incorporated organization); or (3) an unincorporated organization to which legal capacity is afforded by an Act of Law - using or intending to use the Application.
- m. **ZAB ZAB, SERVICE PROVIDER** – ZAB ZAB Sp. z o.o., a limited liability company with its registered seat in Poznań, Poland (registered office address: ul. Taczaka 13, 61-819 Poznań); registered in the business registry - National Court Register with number KRS 0000707394; company records kept at registry court: District Court for Poznań-Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register; share capital: PLN 5,000.00; tax ID: 7831768463, statistical number REGON: 368915728; e-mail: contact@zabzab.com.
- n. **CONSUMER RIGHTS ACT, THE ACT** – the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827, as amended).
- o. **EVENT, HOUSE PARTY** – a music, cultural, sports event or any other event held by the Host on a specified day or in a specified time period, by which participation can be confirmed via the Application, following the terms specified in these Terms & Conditions.
- p. **ZAB ZAB ENTRANCE TICKET** – a ticket provided by the Service Provider, authorizing the holder to participate in the Event, which must be shown to the Host upon arrival at the location of the Event.

3) GENERAL TERMS OF USE OF ZAB ZAB APPLICATION

1. Each User is required to use the Application in accordance with its designed function, in compliance with the law and custom, taking into account respect of the personal interests, copyrights and intellectual property of ZAB ZAB, other Users and third parties. Each User shall only register data which is consistent with factual information. Each User is forbidden to upload any illegal content.
2. Technical requirements necessary for starting and using the Application properly: (1) a tablet, smartphone or any other mobile device with active Internet access; (2) optional - geolocation (GPS) enabled on the device (necessary for confirmation of participation in an Event and for supplying Event information at a specific location). In addition, an e-mail address and e-mail access is necessary for creating an Account in the Application.
3. Each User is allowed to use the Application following the terms and conditions specified herein.
4. Each User can use the Application in accordance with its designated function. A detailed description of the Application's functions, including the Account and the operating principles, is available in the Terms & Conditions, in the Application and the Documentation.
5. Use of the Application and its functions is free of charge for Users.

4) TERMS OF USE OF THE APPLICATION

1. The application is available for download from App Store and Google Play.
2. Downloading and use of the Application is free, save that the cost of data transmission and use of the Application which are covered by the User,

based on the agreement with their respective service provider. The User is required to make a Payment to the Host of the Event, who in turn will organize the Event using the Payments received from the Users.

3. In order to start using the Application, the User must download and install the Application and set up an Account. A User can create an Account using an existing Facebook Account.
4. Each User is required to update their data provided for the Account in case of any change. One User can only have one Account simultaneously.
5. The Service Provider shall not be responsible for any Users or their behavior at a House Party.
6. Duration of use of the Application is unlimited. Each User can discontinue using the Application at any time, without giving a reason, by uninstalling or deleting the Application from their device according to the instruction manual of the device. Uninstalling or deleting the Application from a User's device does not delete the Account - to delete the Account, each User can send a demand to that effect to ZAB ZAB at any time, without stating a reason, via a contact form, e-mail to contact@zabzab.com, or by post to the following address: ul. Taczaka 13, 61-819 Poznań.
7. ZAB ZAB reserves the right to suspend a User's Account if the User breaches these Terms & Conditions through unlawful use of the Application, despite receiving a notice from ZAB ZAB to that effect, specifying the reason.
8. A User's Account can be suspended for a fixed or unlimited time specified by ZAB ZAB. During a period of Account suspension, no new Participation Confirmations are allowed. Suspension of an Account can also lead to withdrawal of prior Participation Confirmations. During the period of Account suspension, the User is required to take action to remedy the causes of such suspension; after doing so, the User shall notify ZAB ZAB thereof without delay. ZAB ZAB shall restore the Account as soon as the cause of suspension is remedied not later than within 5 Working Days.
9. In the case of an Account suspension for over 30 calendar days, unless the causes of suspension have been remedied, ZAB ZAB shall be entitled to terminate the agreement with the User concerning the use of the Application within 7 days advance notice.

5) FUNCTIONS AVAILABLE IN THE ONLINE APP

1. Every Service Recipient can use the Online Application following the terms specified herein.
2. A Service Recipient can use the following Online Services in the Online Application:
 - a. Account.
3. A detailed description of the Online Services and their operating principles are available in the Terms & Conditions.
4. Use of the Online Services is free of charge for Service Recipients.

6) TERMS OF CONFIRMATION OF PARTICIPATION IN AN EVENT, PAYMENT METHODS

1. One of the options available in the Application is a Confirmation of Participation in an Event. The Confirmation of Participation has a fee and requires a Payment to be made to the Event Host.
2. In order to use a Confirmation of Participation for a specific Event, a User should log in to their Account and select a specific Event available in the Application. The User then receives a Participation Confirmation option, which is activated for a specific Event (the Confirmation Form field will be enabled for the User to confirm their Participation). A Confirmation of Participation in the Event must then be accepted by the Host.
3. In order to confirm their Participation, the User must use the Confirmation Form - to do this, they must click the active action field available next to

the specific Event, and express their intention to Confirm their Participation. Within 30 minutes, the Host will verify the participation in the Event and the Payment will then be recognized for the specific Event. Afterwards, the User will be registered in the Application among the participants for the specific Event.

4. Following the Participation Confirmation and making the required Payment, the User will receive a Zab Zab Entrance Ticket, entitling the User to take part in the House Party. The User shall present the Zab Zab Entrance Ticket to the Host upon arrival to the Event site.
5. The payment shown on the Application site is the amount to be transferred to the Event Host for the purpose of holding the Event.
6. Payment methods and times:
 - Online payments via DotPay, are charged from the bank card specified earlier by the User at the time the User selects the Event and the Host approves. Online payments are managed by DotPay S.A. of Kraków (registered office address: ul. Wielicka 72, 30-552 Kraków), registered in the business registry - National Court Register with number KRS 0000296790, tax ID: 6342661860.
 - 7. Time limit for payment:
 - The User shall make the Payment within 30 minutes after Confirmation of Participation.

7) CONTACT WITH US

The main methods of ongoing communication with ZAB ZAB are: e-mail (e-mail: contact@zabzab.com) and traditional mail (ul. Taczaka 13, 61-819 Poznań), both which can be used for exchanging information with ZAB ZAB concerning the use of the Application and the Website. Users can also contact us in other ways permitted by law.

8) COMPLAINTS CONCERNING THE APPLICATION

1. Each User can file complaints concerning the service of the Application, e.g. via e-mail (e-mail: contact@zabzab.com) or traditional mail (ul. Taczaka 13, 61-819 Poznań).
2. Zab Zab recommends that the following information be provided in the description of the complaint: (1) information and circumstances relating to the subject-matter of the complaint, particularly the type and date the problem occurred; (2) the claim; and (3) the claimant's contact information, to facilitate and streamline the handling of the complaint by ZAB ZAB. The requirements given in the preceding sentence are recommendations only, which shall not affect effective filing of complaints without considering the description recommendations.
3. ZAB ZAB shall respond to any complaint promptly, no later than 14 calendar days from the date of filing.

9) TERMINATION BY CLIENTS

1. This section of the Terms & Conditions shall only apply to Users which are clients and to distance contracts concluded by them with ZAB ZAB.
2. The right to terminate a distance contract shall not apply to a clients regarding: (1) contracts about services, if the service provider fully provided the respective service with the client's express consent and the client had been notified before the commencement of the service supplied that their right to terminate the contract would be null and void upon completion of the service supplied by the business provider; (2) contracts in which the subject-matter is not prefabricated, item produced according to the clients specifications, or meant to fulfill their individual needs; (3) contracts for supply of digital content which is not stored on any material data storage media, provided that the supply of service commenced with the client's express consent before the lapse of termination time and the client was notified by the business operator of the right to terminate being made void.
3. Notwithstanding section 10.2 of these Terms & Conditions, a client who concluded a distance contract can terminate such a contract within 14 calendar days, without giving a reason, free of charge, save for the exception referred to in the following sentence. In case of a service requiring a charge of which the supply began before the lapse of the notice period upon the client's express demand, the client exercising their right to terminate the contract after lodging such a request shall be required to pay for the services supplied until the time

of contract termination. The amount of payment shall be calculated according to the extent of the completed service and according to the price or remuneration rate agreed upon. If the price or remuneration rate is excessive, then the amount will be determined on the basis of the market value of the completed service. The time limit for giving a notice of termination shall commence from the effective date of the contract.

4. Notices to ZAB ZAB can be sent to the contact information specified in section 8. of these Terms & Conditions.

10) OUT-OF-COURT HANDLING OF COMPLAINTS, PURSUING CLAIMS, RULES OF ACCESS TO THESE PROCEDURES

1. This section of the Terms & Conditions shall only apply to Users which are clients.
2. The details of a User's options to access out-of-court means of handling complaints and pursuing claims, as well as the rules of access to such procedures, are available on the Office for Competition and Consumer Protection website at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
3. President of the Office for Competition and Consumer Protection (UOKiK) also operates a contact point (phone no.: 22 55 60 333, e-mail: kontakt.adr@uokik.gov.pl, address for service of notices in writing: Pl. Powstańców Warszawy 1, 00-030 Warszawa), serving the purpose of assisting consumers on matters concerning out-of-court settlement of consumer disputes.
4. A consumer may use the following example options for out-of-court handling of complaints and pursuit of claims: (1) a request for settlement of dispute to a regular consumer arbitration court (for more information, go to: <http://www.spsk.wiih.org.pl/>); (2) a request for out-of-court settlement of dispute sent to the provincial inspector of Trade Inspection (for more information, go to the website of the inspector of competent jurisdiction for the territory of the Seller's business); and (3) assistance of the local (county/city) consumer ombudsman or a community organization offering consumer protection among its statutory tasks (such as the Consumer Federation and the Society of Polish Consumers). Advice can be obtained via e-mail at porady@dlakonsumentow.pl or at the consumer help line 801 440 220 (the help line is available on Working Days, from 8:00 a.m. to 6:00 p.m., calls charged according to the applicable operator tariff).
5. An online dispute resolution platform for settlement of disputes between consumers and business operators on EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive, multi-language website where consumers and business operators can find comprehensive services for out-of-court settlement of any dispute concerning their contractual obligations arising from an online sale contract or service contract (for more information, go to the platform site or to the Office for Competition and Consumer Protection website at: https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php

11) REGULATIONS CONCERNING BUSINESSES

1. This section of the Terms & Conditions shall only apply to Users which are not consumers.
2. ZAB ZAB shall be entitled to take action at any time to verify the accuracy, fairness and reliability of the information provided by a User who is not a consumer. With regard to verification, ZAB ZAB is entitled to demand that a non-consumer User send scans of their certificates or other records necessary for verification. During the verification procedure referred to in the preceding sentence, ZAB ZAB shall be entitled to suspend the Account of the non-consumer User concerned, for the duration of such verification.
3. ZAB ZAB can terminate the Application use agreement with a User who is not a consumer effective immediately, without stating the reasons, by giving a respective notice to the User to that effect.
4. ZAB ZAB shall be entitled to terminate the Application Use agreement with a non-consumer User within 14 calendar days

of the effective date. In such case, the contract can be terminated without a good reason and such User shall not be entitled to any claims against ZAB ZAB in this respect.

5. Any disputes that may arise between ZAB ZAB and a non-consumer User shall be referred to the court of competent jurisdiction for the territory of the registered seat of ZAB ZAB.
6. ZAB ZAB shall not be held liable by any non-consumer User for any loss or default arising from any error, malfunction or service interruption.
7. The value of liability of ZAB ZAB against a non-consumer User, for any legal basis whatsoever, shall be limited to the amount of payments made to ZAB ZAB by such a User for use of the Application. ZAB ZAB shall only be held liable by a non-consumer User for typical and actually incurred losses that could be reasonably foreseen at the time of entering into the contract, excluding any lost profits.

12) COPYRIGHTS, LICENSE TO USE THE APPLICATION

1. All copyrights and intellectual property rights of the Application as a whole and of its individual components, including any content, images, works, designs or patterns available within the Application shall be vested in ZAB ZAB or in other authorized third parties and are protected by Copyright Law and other mandatory rules of law. Protection awarded to the Application shall cover all forms of its expression.
2. The Application shall be treated in the same way as any other original work subject to copyright protection. A User shall not be allowed to copy the Application, save for the cases where it is permitted under mandatory rules of law. Furthermore, a User shall not modify, adapt, translate, decode, decompile, disassemble or otherwise attempt at determining the source code of the Application, save where this is permitted under mandatory rules of law.
4. No User of the Application shall receive any copyrights of the Application. According to the terms specified in these Terms & Conditions, only a free of charge, non-transferable, non-exclusive license, valid worldwide, is granted to the User for using the Application as designed, in accordance with these Terms & Conditions, following law and custom, taking in to due account of respecting the personal interests, copyrights and intellectual property of ZAB ZAB, other Users and third parties.
3. Within the scope of the license, a User is entitled to use the Application by downloading, installing, permanent or temporary copying in the memory of the User's mobile device, using and displaying the Application to the extent necessary for using it according to the designed function, for the User's own non-commercial purposes only.
4. The license is granted on the effective date of the Application use agreement and is valid for the term of such agreement.
5. All trademarks of ZAB ZAB and respective third parties should be used in accordance with applicable law.

13) FINAL PROVISIONS

1. All contracts concluded under these Terms & Conditions shall be executed in the Polish language.
2. Zab Zab reserves the right to vary the Terms & Conditions for important reasons, such as: amendment of the law; change of scope or form of services provided within the Application, to the extent of which such changes are relevant to the performance of these Terms & Conditions.
 - a. If a continuous agreement is entered into on the basis of these Terms & Conditions (e.g. use of the Application), the amended Terms & Conditions shall be binding upon the User provided that the requirements stipulated in Article 384 and 384[1] of the Civil Code are duly complied with, specifically that the User was duly notified of the changes and did not terminate the contract within 14 calendar days of the date of notice. If any amendment of these Terms & Conditions leads to the introduction of any new charges or an increase of the current charges, a consumer User shall be entitled to terminate the contract.
 - b. If any non-continuous contract is concluded on the basis of these Terms & Conditions, any amendments of the Terms & Conditions shall not in any way affect the rights accrued to consumer Users before the amendments to the Terms & Conditions come into effect; specifically, any amendments of the Terms & Conditions shall not affect such contracts already concluded, executed or completed.
3. All matters not covered by these Terms & Conditions shall be governed by the commonly applicable law of Poland, specifically: the Civil Code, of the

Electronically Supplied Services Act of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended); the Consumer Rights Act; and other applicable mandatory rules of the law.

4. The choice of Polish law shall not have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement or by virtue of the law of the jurisdiction in which the consumer has their habitual residence, provided that the business operator: (1) pursues their business or professional activity in the country of residence where the consumer has their habitual residence, or (2) directs their activities by any means to that country or to several countries, including that country, and the contract is concluded as a result of such activities.

Thank you for carefully reading the above!

Should you have any questions, we are always at your disposal - please contact your service manager in charge or use the contact information given at the beginning of this document.

We look forward to working with you!

Your ZabZab.com team

Annex 1 to the Terms & Conditions - PRIVACY POLICY FOR THE ZAB ZAB APPLICATION

Please read this Privacy Policy carefully. This Privacy Policy sets out the rules of processing personal data during use of the Application.

1) ABOUT US

1. The **Zab Zab** application is owned by ZAB ZAB Sp. z o.o., a limited liability company with its registered seat in Poznań, Poland (registered address: ul. Taczaka 13, 61-819 Poznań); registered in the business registry - National Court Register with number KRS 0000707394; the company's records are kept at registry court: District Court for Poznań-Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register; share capital: PLN 5,000.00; tax ID: 7831768463, statistical number REGON: 368915728; e-mail: contact@zabzab.com (hereafter "**ZAB ZAB**" or the "**Administrator**")
2. ZAB ZAB is also the owner of the Internet Service which can be used on a mobile device by Users via the Zab Zab application.
3. This Privacy Policy sets out the rules of processing personal data during the use of the Application by Users.

2) GENERAL TERMS OF USE

1. ZAB ZAB makes every effort to protect the interests of subject's data; specifically, ZAB ZAB hereby warrants and assures that the data collected thereby is processed in compliance with the law, gathered for specified lawful purposes and not subject to any further processing which would be inconsistent with these purposes; is correct, accurate and adequate for the intended purpose of processing; stored in the form where subject's data are identifiable for a period not longer than necessary for accomplishment of the purpose of processing.
2. This Privacy Policy for the Application is for information purposes only, meaning that it does not establish any binding obligations for the Application Users.
3. All capitalized words, expressions and acronyms used on this site (e.g. ZAB ZAB, Website, Account) shall have the meanings presented in their respective definitions in the Terms & Conditions for the Application and in the Website Terms & Conditions available in the Application and on the Website pages.
4. Each User's personal data is processed in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 1997, No. 133, item 883, as amended) (hereafter the Personal Data Protection Act, and the Act on Electronically Supplied Services of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended).

3) PURPOSE AND SCOPE OF COLLECTING DATA

1. The purpose, scope and recipients of data processed by ZAB ZAB will in each case depend on the User's actions in the Application. For example, if a User intends to use the Account functionality, such User's personal data will be processed for the purpose of creating the Account and supply of functions through the Account.
2. Acceptable purposes of gathering User personal data by ZAB ZAB are the following: (a) concluding and executing a contract for using the Application,
3. ZAB ZAB can process the following personal information of the Application Users: e-mail, name, town/city, country, contact phone number, year of birth, and - if this is required for using the Application - other data necessary and specified during the period of use of the Application.
4. Supplying the personal information referred to in the above section can be a prerequisite for concluding and executing a contract for use of the Application. The range of data required for entering into the contract is always given in advance in the Application and the respective Terms & Conditions.

5. ZAB ZAB uses geolocation (GPS) in the Application, which must be enabled on the User's device in order to Confirm Participation in an Event and keep the User informed of an Event at a particular location. The User shall be allowed to disable geolocation at any time in their device settings.
6. ZAB ZAB will also process anonymous data related to the use of the Application (e.g. number of users) for generating Application statistics. Such data has a cumulative and anonymous format, without any personally identifiable data of Application users.
7. ZAB ZAB will not disclose Users' personal information to third parties.

4) BASIS FOR DATA PROCESSING

1. Users provide their personal data voluntarily; however, refusal to provide the personal data specified in the Application and the Terms & Conditions of the Application, which is necessary for concluding and executing a contract for use of the Application, rules out such User's eligibility for entering into such contract.
5. Processing of a User's personal data is done on the grounds of necessity to execute a contract to which the User is a party, or to take action before concluding that contract upon the User's demand.

5) RIGHT TO VIEW, ACCESS AND CORRECT PERSONAL DATA

1. Each User is entitled to access and correct their personal data as required.
6. Everyone has the right to control the processing of their data in the ZAB ZAB data filing system, particularly the right to demand that their personal data be completed, updated, corrected, or its processing be temporarily or permanently withheld, or the data be deleted if incomplete, outdated, false, or if such data was collected in breach of law, or if such data is no longer necessary for achieving the original intended purpose of collection.
7. A User intending to exercise any of the rights mentioned above can contact ZAB ZAB by sending a relevant notice in writing or via e-mail to the ZAB ZAB address specified in the headers of this Privacy Policy.

6) FINAL PROVISIONS

1. The Application may link to other websites. ZAB ZAB strongly recommends that you read any privacy policies of such third-party websites. This Privacy Policy applies to the Application only.
8. ZAB ZAB implements such technical and organizational measures so as to ensure the protection of processed personal data according to the existing threats and classification of protected data; specifically, ZAB ZAB shall protect the data from unauthorized access, seizure, processing in breach of valid laws, modification, loss, damage or destruction.

Annex 2 to the Terms & Conditions

SAMPLE TERMINATION NOTICE FORM (ANNEX 2 TO THE CONSUMER RIGHTS ACT)

Sample termination notice form

(fill in and return this form only for the intention to terminate the contract)

– Recipient:

ZAB ZAB Sp. Z o.o.
ul. Taczaka 13, 61-819 Poznań
contact@zabzab.com

– I/we (*) hereby inform that I am/we are (*) hereby terminating the contract of sale of the following (*) the contract for delivery of the following items (*) the work contracts for execution of the following items (*) /for supply of the following service (*)

– Effective date of contract (*) /delivery (*)

– Full name of client(s)

– Address of client(s)

– Signature of client(s) (only if this form is sent as hard copy)

– Date

(*) Delete whichever is not applicable.