

Terms of Use

1 GENERAL

- 1.1 These regulations (hereinafter: "Regulations") specify the rules for using the SticnGo mobile application for mobile devices with the Android operating system (hereinafter: "Application").
- 1.2 The regulations referred to in the above point are regulations in accordance with the meaning of art. 8 of the Act from 18 July 2002 about the provision of electronic (art. 8 ustawy z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną (t.j. Dz. U. z 2013 r., poz. 1422).
- 1.3 The owner and Operator of the Application, as well as the service provider of the services provided through it, is SticnGo Ltd. with its registered office in Warsaw (01-401) at Górczewska 53 street, entered into the Register of Entrepreneurs kept by the District Court for Warsaw, 12th Commercial Division of the National Court Register (KRS) under the number KRS 0000679175 NIP 5272809540 (hereinafter: "Operator").
- 1.4 Neither the Regulations nor the use of the Services by the user does not imply any rights to the user: to the Services or rights connected with them or to use or refer in any way to names, logos, product and service names, trademarks, service marks SticnGo.
- 1.5 The application and all materials and information contained therein, calculating, mapping and navigational solutions, selection and layout of gifts within the Application content, logos, graphic elements, trademarks are the subject of exclusive rights of the Operator or its business partners.
- 1.6 The SticnGo application is a platform through which the user can take part in an organized city game, in accordance to the Act of 26 July 1991 on personal income tax (Journal of Laws 1991 No. 80. 350), hereinafter referred to as the Game, and receive a monetary reward for points earned therein. The conditions for participation in the Game are specified in the regulations of the Game, called – the Regulations of the Driver.
- 1.7 The User must register and run an active personal user account of the Services (hereinafter: Account). To be able to get an Account, you must be at least 18 years of age. Account registration requires SticnGo to provide certain personal data, listed in the privacy policy available [HERE](#). The user undertakes that the data on his account will be true and current. Failure to comply with the obligation may prevent access to and use of the Services or may invalidate these terms by SticnGo. The User is liable for all activities carried out through his Account, as well as undertakes to always secure and keep the username and password to the Account confidential. The User may have only one Account.
- 1.8 Services provided through the Application shall in particular consist of:
 - 1.8.1 Review of current Games and review of your historical Games
 - 1.8.2 Sign up for the Game
 - 1.8.3 Collection of points within the Game
 - 1.8.4 Receiving the reward for the points received
- 1.9 The application can be downloaded using the online store: Google Play.
- 1.10 Downloading the Application from the above-mentioned store, as well as using the services offered through it is free of charge.
- 1.11 Data transmission costs required to download, install, run and use the Application are covered by its users on its own terms based on agreements concluded with the telecommunications operators or other Internet provider. The Operator is not responsible for the amount of fees charged for the use of data transmission necessary to use the Application. The Operator recommends users of the Application to use the Application or the operating system function consisting in the measurement of transmitted data.
- 1.12 The application may send notifications in the form of a general push-up notification and in the form of e-mails to the address provided in the User's Account. SticnGo may ask in writing via traditional mail to the user's address saved in the user's profile.

2 TECHNICAL REQUIREMENTS AND RULES OF ACCESS

- 2.1 The application is available to all users of mobile devices that meet the following technical requirements, who will download it from the appropriate store and properly launch it on the mobile device.
- 2.2 Device on which the application is to be launched. The application has a minimum version 7.0 operating system for the version downloaded from Google Play.
- 2.3 Downloading and installing the Application from sources other than those indicated in the point above constitutes a violation of the Regulations.
- 2.4 To activate and properly run the Application it is necessary to activate the following device functions: 1) Active internet connection and 2) Active GPS service.
- 2.5 At the first start of the Application, the user must provide a unique nickname (username) under which he will appear in it. Each user can simultaneously use one nickname. In addition, the user is required to complete the remaining login fields.

3 GENERAL RULES FOR USING THE APPLICATION

- 3.1 Users are obliged to use the Application in a manner consistent with applicable law, Regulations and regulations of stores from which the Application has been downloaded, as well as with the rules of social interaction, including general principles of using the Internet and mobile applications.
- 3.2 Users are required in particular to:
 - 3.2.1 use the Application in a way that does not interfere with its functioning,
 - 3.2.2 use the Application in a manner that is not inconvenient for other users and the Operator, while respecting the personal rights of third parties (including the right to privacy) and any other rights they have,
 - 3.2.3 use of all information and materials made available through the Application only for the purposes of fair use.
- 3.3 Users are obliged to immediately notify the Operator about any violation of their rights in connection with the use of the Application.
- 3.4 It is prohibited to: decompile, restore the source code and distribute the Services into component factors, except for cases in which the provisions of applicable law allow it; publishing links to, mirroring and publishing in frames of any part of the Services; lead to launching and running any programs or scripts to extract data by means of scraping, indexing, testing or applying other data mining techniques from any part of the Services, as well as overcharging or preventing operation or limiting the functionality of any aspect of the Services; or attempting to gain unauthorized access or limit any aspect of the Services or associated systems or networks.

4 LIABILITY OF THE OPERATOR

- 4.1 The Operator conducts ongoing supervision over the technical functioning of the Application, ensuring its correct operation. However, the Operator does not guarantee permanent availability of all the functionalities of the Application as well as their flawless operation.
- 4.2 The User uses the Application voluntarily, on his own responsibility - the operator is not responsible for:
 - 4.2.1 damages, lost profits resulting from infringements by third parties of the rights of users,
 - 4.2.2 damages, lost profits resulting from disturbances in the accessibility of all or individual functionalities of the Application;
 - 4.2.3 Internet-related services, applications and websites provided by third parties.
- 4.3 The Operator is not responsible for technical limitations or problems in ICT systems used by users' mobile devices, which prevent or restrict users from using the Application and the services offered through it.

5 END OF USING THE APPLICATION

- 5.1 Users may at any time stop using the Application, in particular if they do not accept the changes introduced in these Regulations, the Privacy Policy or the modification of the Application. The cessation of using the Application requires its removal from the mobile device.

- 5.2 Whereas, it is found that the user commits activities prohibited by law or the Regulations, or violates the rules of social coexistence or harming the justified interest of the Operator or its client, and in particular their good name, the Operator may take any legally permitted actions, including limiting the User's ability to use the Application and services provided through it.
- 5.3 The Operator reserves the right to suspend, at any time and for any reason, the operation of the Application, as well as the right to change, withdraw or add new services provided through it.

6 COMPLAINTS

- 6.1 All complaints related to the operation of the Application and the provision of services through it, as well as questions regarding the use of the Application should be addressed to the Operator at the e-mail address: kontakt@sticngo.pl.
- 6.2 The complaint should contain in its content: the name and model of the mobile device, the current version of the teleinformation system installed on the device, the exact description and the reason for the complaint. In addition, the complaint may contain a user's nickname. If necessary, the Operator may require additional information about the user or complaint in general.
- 6.3 Within 14 business days of its receipt, the Operator shall consider the complaint and inform the user, by e-mail, about the method of its consideration. In the situation where the data or information provided in the complaint need to be supplemented, the Operator asks, before examining the complaint, for the user to complete it. The time of providing additional explanations by the user extends the complaint handling period.

7 CHANGE AND ACCESS TO REGULATIONS

- 7.1 The Operator has the right to change the Regulations at any time. Amendments to the Regulations are effective from the moment of placing in the Application. Changes are considered accepted by the user when he uses the Application.
- 7.2 The Operator provides access to the Regulations via the link provided on the website www.sticngo.pl or its subpages and directly in the Application.

8 CONTACT INFORMATION

- 8.1 Questions, comments and requests regarding Terms of Use should be directed to dedicated address e-mail: kontakt@sticngo.pl.

9 FINAL PROVISIONS

- 9.1 In matters not covered by these Regulations, the relevant provisions of Polish law shall apply, in particular the Civil Code (Kodeks Cywilny), the Act from 18 July 2002 about the provision of electronic services (Ustawa z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną).
- 9.2 The Regulations have been effective since June 7, 2018.