

# Term of use of SerwerSMS Platform



# TERMS OF USE of SERWERSMS Platform

## § 1. Definitions

1. These Terms of use define the general terms of service [www.serwersms.pl](http://www.serwersms.pl).
2. These Terms of Use were drawn up in accordance with applicable law, in particular the provisions of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2002, No. 144 pos. 104).
3. Used concepts in these Terms of use have the following definitions:
  - Account Activation - activity to start the access to your Account made in the manner specified in these Terms of use.
  - Account - created by the Operator after the individual Subscriber's Account Registration authorizing him to use the Services. Activation - launch services in a way that allows you to send, receive Messages and manage the Customer Panel.
  - API (eng.) Application Programming Interface - the way understood as strictly defined set of rules and their descriptions of how programmes communicate with each other.
  - Customer Panel - service making the tools accessible and necessary to manage your Account and use the Services of Serwer SMS.
  - ECO SMS - short text Message (SMS) without the possibility to edit the field of ID sender.
  - E-mail (electronic letter) - a text message sent by means of electronic communication, allowing individual communications at a distance by using data transmission between IT systems.
  - Entrustment agreement of personal data - contract entered into by the Subscriber with the Operator in the manner specified in these Terms of use, the subject of which is entrusting by the Subscriber processing of Personal Data.
  - Force majeure - extraordinary external event beyond the control of the Operator who could not rationally oppose or prevent, such in particular wars, floods, fires, natural disasters, terrorist attacks, strikes, lockouts, as well as effective hacking attacks on the network, or actions of computer viruses or Trojan horses.
  - FULL SMS - short text Message(SMS) with the possibility to edit the sender ID field.
  - FULL Speed SMS - FULL type SMS with the extension of functionality allows you to send messages with the highest priority of an independent, dedicated channel.
  - GSM operator- person who carries out economic activity on the provision of telecommunication networks, associated facilities or provision of telecommunication services in a mobile network.
  - HLR - Home Location Register is an element of the telecommunication infrastructure used in mobile networks to store information about subscribers. HLR allows you to set the network that is currently registered phone number.
  - HTTPS XML API - interface for remote communication based on HTTP(S) and the response XML.
  - Invoice - document containing the statement of payments due to the Operator for the services provided to the Subscriber issued in accordance with applicable law in the form of a VAT invoice.
  - Login - freely chosen by the Subscriber name used to log into the Account.
  - Message receiver - entity including a Consumer who receives messages from the Subscriber.
  - Messages - all forms of Messages which are possible to send to the Message receiver or to receive by the Subscriber using Serwer SMS, in particular SMS, MMS, VOICE SMS.
  - MMS - multimedia message transmitted by means of electronic communication which may include text, images, sound files or animations.
  - MMSC - telecommunication device managing MMS multimedia messaging.
  - Newsletter - free service provided after the order by the Subscriber which consists of cyclical transmission by the Operator to the Subscriber's e-mail messages, articles, news, notifications that contain trade information. Subscriber may cancel Newsletter at any time.
  - Online service - Internet portal located at the electronic address [www.serwersms.pl](http://www.serwersms.pl) maintained by the Operator and which is his property.
  - Operator - SerwersSMS Polska Sp. z o.o. (limited liability company) located in 44-203 Rybnik, ul. Ogródowskiego 27 street with tax ID: 548-268-06-21 Buss. Reg. No.: 366631760, National Register of court: 0000665372, the owner of the Online service [www.serwersms.pl](http://www.serwersms.pl) making the provision of services without the simultaneous presence of the parties using the telecommunication network.
  - Package - set of Services of Serwer SMS.
  - Parties - Subscriber and Operator.
  - Password - individual sequence of characters chosen by the Subscriber used to log into the Account. The Subscriber selects at least 8 characters. The password is encrypted by one-sided algorithm and its recovery is impossible. In case of loss Operator creates a new Password.
  - Personal data - information about an identified or identifiable natural person, a set of personal data belonging to a natural person, processed for the purpose and in the scope specified in these Regulations.
  - Pricing - set of payments and range of the services provided.
  - Promotional code - code obtained from the Operator entitling to free testing Services in accordance with these Terms of use.
  - Registration form - electronic registration form determines creating Account and use of the Services.
  - Registration - the operation that consists in giving the appropriate data including Subscriber's personal data needed to set up the Account for the Subscriber.
  - Service - all the Operator's services in favour of Subscriber executed in accordance with the provisions of the Terms of use, in particular involving sending and receiving Messages using SerwersSMS connected to the Internet.
  - Serwer SMS - team of cooperating IT devices and software that provides processing and storage as well as sending and receiving Messages (data) via telecommunication networks.
  - SMPP API - Short Message Peer-to-Peer is a protocol based on the level of TCP / IP and for the exchange of such short text messages(SMS) between the two systems usually via an encrypted VPN channel.
  - SMSC - telecommunication device managing SMS text messaging.
  - SMS - a short text Message sent in digital mobile networks.
  - Subscriber - entrepreneur within the meaning of the Act of 2 July 2004 on freedom of economic activity (Journal of Laws No. 173, pos.1807) - a natural person, legal person or organizational unit without legal personality, which separate statute confers legal capacity, performing the business on their own behalf.
  - Trade information - any information used directly or indirectly to promotion of goods, services or image of the entrepreneur or the person doing profession whose right to do a profession is subject to compliance with the requirements in separate acts, with the exception of information that allows for communication electronic means of communication with a specific person and information about goods and services not serving to achieve the trade effect desired by the business entity that instructs dissemination of it, in particular without pay or other benefits from producers, retailers and other provided services.
  - VOICE SMS - a voice message is sent to the GSM network (mobile) or stationary.
  - VPN - Virtual Private Network is an encrypted tunnel compiled between the final customers that is implemented via the Internet. It provides high security of data transmission. Mainly, it is used for connections to transmit essential information, such as Banks and corporations.
  - WAP Push - SMS with a heading in which appears a link to WAP address.

## § 2. General conditions for the provision of services by electronic means

1. Subscriber acknowledges that the provision of services shall be made using the IT system that provides processing and storage, as well as sending and receiving data via telecommunication networks according to the purport of the Act of 18 July 2002 on provision of services by electronic means.
2. Content of the sites of Online service is owned by the Operator and is legally protected.
3. Using the Online service may take place only under the terms of these Terms of use.
4. Before completing the registration Form found on the Online service, the Subscriber shall be obliged to read the contents of these Terms of use. The Subscriber acknowledges that by registering the Operator is entitled to process given by the Subscriber's Personal data only to the extent necessary to perform the Services, as well as to claims resulting from improper use of the Online service by Subscriber.
5. Trade names, names, descriptions, or trademarks published on the sites of Online service are protected by law. Any use can take place only with the prior written consent of the beneficiaries. Any breach by Subscriber of the rights may result in insurance claims for by authorized parties.
6. Subscriber using the Online service shall in particular:
  - 1) refrain from any actions that could impede or interfere with the functioning of the Service;
  - 2) refrain from any actions infringing the rights of third parties.
7. Subscriber acknowledges that any activity in which you try to destabilize the Online service may be considered as an offense under the provisions of the Criminal Code.
8. Operator provides services on the Polish territory and beyond its borders.

## § 3. The necessary technical conditions for using Serwer SMS

1. In order to use the Serwer SMS, Subscriber must have a computer or other device equipped with software that allows you to view websites (in particular: Internet Explorer in version 9, Firefox 4, Chrome 10), and access to the Internet Network.
2. The purpose of creating an Account and the use of it the Subscriber must have an active e-mail address (E-mail).
3. Use of the Online service requires turned on JavaScript, cookies and session.

## § 4. Register and creating accounts

1. Use of the Services of Serwer SMS is only possible after registering.
2. Subscriber shall Register by completing a Form available on website [www.serwersms.pl](http://www.serwersms.pl).
3. Registration is free.
4. Subscriber gives in a Form Personal details and registration data to the extent necessary to create an Account and to use the Services of Serwer SMS.
5. After completing the Form Operator sends the Subscriber's e-mail message about the registration process commenced with an activation link. Registration will be completed as soon as you Activate your Account. The operator confirms the completion of Registration. From now onward the Subscriber may use the Account. After creating an Account Subscriber should choose the form of use of the Serwer SMS Services.
6. The operator in the Accounts provides Customer Panel with which the Subscriber can use the Services of Serwer SMS in accordance with these Terms of use.
7. It is forbidden to share account to third parties, unless the Account is used by an authorized employee or associate of the Subscriber.
8. Subscriber logs into own Account using the Login and Password. Login and Password are confidential. Subscriber shall immediately report any breach of confidentiality of Login or Password.
9. In order to ensure adequate protection, the Subscriber should change its passwords at least once a month.
10. If you lose your password allowing you to log into your Account, Subscriber must use "remind me a password" that is made available on the login page. The Operator shall send an email to the Subscriber with an activation link to change your password.

## § 5. Using the Serwer SMS Services

1. Before start using Serwer SMS Services Subscriber having promotional Code is able to test the Serwer SMS Services. Upon activation of the promotional code available to the Subscriber the amount is determined that can be used to send any selected Messages via Serwer SMS, subject to paragraph 7.
2. To use the Serwer SMS Services Subscriber must:
  - 1) log into your account;
  - 2) in the Customer Panel choose Creator of one-off Packages;
  - 3) select from a shared list the type and number of Messages;
  - 4) make a Payment.
3. The purchased Package is activated when the record of a Payment by the Operator or the receipt of confirmation of payment from the settlement service. Since the activation of Package Subscriber can start configuring the contents of Messages via Serwer SMS will be sent to the Message receiver.
4. Subscriber acknowledges that each Package purchased after 6 January 2012 is valid indefinitely.
5. In the Customer Panel are available all necessary tools and information for configuring Messages. In case of inability of configuring Messages or any hindrances the Subscriber may be assisted by Helpdesk or Support Center.
6. A subscriber may at any time amend or increase the number of Messages to be used. Increasing the number of Messages Subscriber carries out by the Customer Panel.
7. The Subscriber as administrator of personal data of Message receivers is obliged with date of commencement of use of Serwer SMS Services to send signed

Entrustment agreement of personal data which model may be downloaded from the Customer Panel. Information about the failure to comply with the obligations referred to in the preceding sentence will be displayed to the Subscriber in the Customer Panel. The Entrustment agreement of personal data should be signed by the Subscriber or any person duly authorized by the Subscriber. In case of not sending Entrustment agreement of personal data Operator does not assume any responsibility for the processing of Personal data incorrectly assigned by the Subscriber.

- Subscriber may at any time to start using the Serwer SMS Services in the form of subscription. For this purpose, the Subscriber in the Customer Panel should download the appropriate signed documents and send to the Operator.

## § 6. Payments

- Operator for the provided Services charges a fee to the extent and amount specified in the Pricing.
- The fees specified in the Pricing are net charges to which will be tax on goods and services added (VAT) at the rate current at the time of configuring the Package.
3. Subscriber shall pay the fees for the selected Package in advance, in one of the following forms:
  - 1) payment to the bank account of the Operator;
  - 2) on-line payments via the Internet (PayU.pl);
- If the payment to the bank account of the Operator, Package will be activated when posting Payments. With the maturity date shall be the day Payments are credited to the Operator's bank account.
- In order to make Payments in the manner referred to in paragraph 3 pt. 2, the Subscriber after selecting this option will automatically be redirected to the payment system Przelewy24.pl, which allows a transaction using the telecommunication network.
- Before making Payments Subscriber can generate and download from the Customer Panel proforma invoice.
- Operator makes out Invoice when posting Payments. If you choose the invoices in electronic form (e-Invoice), made out invoice in PDF format at any time will be available for downloading from the Customer Panel. The Operator declares that the Invoice in electronic form meets the requirements of the Minister of Finance of 17 December 2010 (Journal of Laws 2010, No. 249, pos. 1661). The Subscriber is required to store Invoices in electronic form, in the manner specified in § 6 of the Ordinance. For the avoidance of doubt Operator is exempt from the obligation to send the Invoice in the usual form.
- If you choose the Invoice in the ordinary form, made out Invoice shall be delivered to the Subscriber Invoices to the address provided during Registration.
- In case of failure to provide Invoice or in the case of inability of downloading made out invoice from the Customer Panel, the Subscriber should immediately report it to the Operator. The Operator shall immediately issue a duplicate Invoice that will be send to the Subscriber in the ordinary form.

## § 7. Duties of Subscribers

- Subscriber is obliged to:
  - 1) use the Serwer SMS Services only for lawful purposes;
  - 2) comply with the provisions of the Act of August 29, 1997 on the protection of personal data and the Act of 18 July 2002 on electronic services and the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018 item 1000, as amended), hereinafter referred to as "the Act".
- Subscriber agrees to use by the Operator marks (logotypes) of the Subscriber in the advertising materials and on the websites belonging to the Operator, also for marketing purposes without additional compensation.
- Subscriber is responsible for the content of Messages sent via the Serwer SMS. It is unacceptable to send messages of which the content violates third party rights or applicable law. For infringing third party rights or applicable law, in particular are considered the contents that:
  - 1) clearly evoke racism, bigotry, hatred or physical harm of any kind to any group of people or individuals;
  - 2) persecute or encourage harassment of another person;
  - 3) are a sign of sexual abuse or violence against people or include a link to a site just for adults e.g. pornographic content;
  - 4) contain information as to cause or threaten privacy or safety of any person;
  - 5) contain information that promotes illegal activities or behaviours that is abusive, threatening, obscene, defamatory or libelous;
  - 6) infringe intellectual property rights of third parties;
  - 7) promote or encourage criminal actions or undertakings or provide instructions about illegal activities, violating someone's privacy, providing or creating computer viruses;
  - 8) include its content activities such as sweepstakes, cryptocurrencies or pyramid selling;
  - 9) contain a mark or name belonging to another entity, and the Customer does not have permission for its use issued by the authorized entity;
  - 10) an attempt to violate or breach of privacy rights, rights to commercial use of personal property, copyright, trademark, contractual rights and other rights of any person;
  - 11) spread propaganda and/or symbols of organizations which are unconstitutional or illegal.
- If it is determined that the Subscriber may send Messages, referred to paragraph 3, or may be hindering or destabilizing activities of Service operation, the Operator is able to block the possibility of using Serwer SMS Services and will be immediately notified via email.
- In the case of absence of cessation of activities referred to Act 4, Operator reserves the right to terminate the Account, about which the Subscriber shall be informed immediately via e-mail. In the event of liquidation the Account of guilt of the Subscriber, Subscriber is not entitled to reimbursement of Payments made for unused package. Re-registration will require the written consent of the Operator.

## § 8. Duties of the Operator

- Operator:
  - 1) agrees to provide the appropriate level of availability of Services;
  - 2) ensures that the SerwerSMS will work properly on all browsers available referred to in § 3 of paragraph 1 ;
  - 3) provides the exact preservation of the original content of Message and shipment deliveries in accordance with the disposition of the Subscriber, subject to § 7 of paragraph 3;
  - 4) provides technical support to the Subscriber (Helpdesk or Support Center);

- 5) provides a level of security to prevent access of third parties to send and receive Messages by the Subscriber in accordance with the applicable standard of GSM safety for SMS messages.
2. The operator realizing the services does not use third parties, unless it is necessary for its proper implementation (eg cooperation with GSM Operators).
  - a) In the case of services to Polish subscribers, the Operator uses only a direct connection to Polish, home GSM Operators: T-mobile, Orange, Polkomtel (Plus), P4 (Play).
  - b) In the case of providing services to international subscribers, the Operator uses international GSM Operators.

## § 9. Interruption in the provision of Services

1. Operator reserves the right to discontinue or significantly restrict provision of the Services or change the terms of their providing only to the extent necessary, if there are unforeseen circumstances that prevent the Operator meet the requirements for maintaining the continuity of Services, such as system failure, failure of telecommunication network, natural disaster, as well as in situations of extreme danger and the need for protecting the integrity of Serwer SMS (Force majeure). In the cases referred to in the preceding sentence, the Subscriber is not entitled to compensation.
2. Operator reserves the right to suspend temporarily all or part of the functionality of Customer Panel to make the necessary changes to the Serwer SMS.
3. If the interruption or temporary suspension of the availability of Services or functionality of Serwer SMS will be possible to predict, the Operator will notify the Subscriber of such events in advance, putting the information on the homepage of the Online service and send it to the email address provided during registration by Subscriber. In the case of an emergency event, information will appear on the website immediately.

## § 10. Intellectual property rights

1. Subscriber acknowledges that the only entity entitled to all intellectual property rights, including property rights to the Serwer SMS, is Operator.
2. The Operator shall provide the Subscriber free, non-exclusive, non-transferable, limited duration of using the licence Account to use Serwer SMS, including its updates and upgrades, without the right to grant further licenses on Serwer SMS to the following fields of exploitation:
  - 1) introduction to computer memory,
  - 2) display,
  - 3) the use,
  - 4) making Serwer SMS accessible in such a way that the Subscriber is able to have an access in a chosen place and time (in particular the Internet).
3. Using Serwer SMS cannot be beyond the scope of the Terms of use, regardless of the technical possibilities of other uses of Serwer SMS. Subscriber is not authorized to make any modification Serwer SMS. Using Serwer SMS is only possible with the use of and to the extent that enable the Subscriber the provided tools by the Operator.
4. Subscriber shall not be entitled to any reproduction, making available to third parties, describing all or part of a similar system using Serwer SMS as a pattern, or any other act which infringes Operator's copyright. This limitation in the use of Serwer SMS does not affect the fair use provision of Art. 75 of the paragraph 2 and 3 of the Act on Copyright and Related Rights.
5. Subscriber shall not be entitled irrespective of the technical means used to enable third parties to use Serwer SMS or to use Serwer SMS for third parties needs in any other way than described in the paragraph 2.
6. Subscriber acknowledges that exceeded scope of use to which he is entitled, may lead to the assertion of claims provided for in Art. 79 of the Law on Copyright and Related Rights, it can also lead to the assertion of claims provided for in the law on the eradication of unfair competition.

## § 11. Termination

1. Subscriber may terminate use of the Serwer SMS at any time by deactivating Account.
2. Operator may cease providing the Services including blocking the access to the Account in the event that the Subscriber:
  - 1) violates the provisions of the Terms of use,
  - 2) takes actions that threaten the safety of Serwer SMS,
  - 3) makes an attempt of unauthorized access to Serwer SMS,
  - 4) makes unlawful activities through Serwer SMS,
  - 5) works to the detriment of the Operator,
  - 6) gave false information during Registration.

## § 12. Complaints

1. Subscriber is entitled to submit a written complaint regarding the Services. The complaint may be submitted in writing to the address of the Operator, in the Customer Service Office (BOK) by telephone:+48 22 211 20 40, by e-mail through the contact form available on the Online service or to the e-mail address [biuro@serwersms.pl](mailto:biuro@serwersms.pl).
2. In the complaint Subscriber should submit a complaint to determine the cause and scope of the activities whose performances are expected from the Operator. The complaint should also contain full details of the Subscriber and Login.
3. All complaints are considered within 30 days of the receipt date by the Operator. In the case of absence of recognition of the complaint within 30 days of its receipt, it is assumed that the complaint was upheld.
4. Complaint lodged after 3 months of the date of expiry of the Package remains unconsidered as Operator will inform the Subscriber.
5. In the case of admitted claim Operator shall proceed with efforts to repair condition being a cause for complaint or justifies in writing the denial of the acts referred to in the notice of claim.
6. In case of refusal of the complaint in whole or in part, an answer to the complaint should:

- 1) contain the legal and factual reasons,
  - 2) be delivered by registered mail.
7. In the case of absence of admitted claim Subscriber may again bring the complaint within 14 days of the response receipt. Reconsidering the complaint shall be in accordance with the provisions of this section.

## § 13. Disclaimer of liability

1. Operator is responsible for the failure or improper performance of Services, unless its nonperformance or improper performance was due to Force majeure including the acts or omissions of the GSM Operator, on which Operator does not have the influence, guilt of Subscriber or failure to comply with the provisions of the Terms of use.
2. The operator is responsible only for his own technical solutions. The operator is not responsible for the limitations and defects of the software / external environment that may be needed to perform the main service. External interfaces, integrations or software have specific functionality, bandwidth, license and standards that can be changed depending on many legal and technical factors. In case when a given element of the system does not meet the subscriber's assumptions, the Subscriber is entitled to the notification concerning the possibility of changing the element of the system based on external software / environment, however the final decision belongs to the Operator. Accordingly, the Subscriber is not entitled to a complaint.
3. Operator is not liable to third parties for damage resulting from the use of the Service by the Subscriber. In the event of third party claims to the Operator, the Operator shall immediately inform the Subscriber about the fact. In the present case, the Subscriber shall release the Operator from liability, return incurred expenses including paid by the Operator forfeits and to satisfy the claims of third parties in the manner provided by law.
4. Operator is not responsible for:
  - 1) consequences arising from the entry by third parties in possession of Login and Password for the Account belonging to the Subscriber;
  - 2) interruption in the provision of Services resulted from technical problems (eg. maintenance, inspection, replacement of equipment) or independent of Operator, stoppage of work due to problem in infrastructure networking of telecommunication Operators or incorrect queued Messages in Serwer SMS;
  - 3) lack of Access to Serwer SMS system or its failure resulting from abuse, fraud or force majeure, telecommunication services provided by GSM operators
5. Operator is not responsible for the content of Messages sent by the Subscriber and, in particular for sending unsolicited Trade information within the meaning of the Act on provision of services by electronic means (Journal of Laws No. 144, item 104 as amended). The obligation to obtain the consent of the Subscriber sending Trade information to Message receivers. In case of breach of the provisions, referred to in the preceding sentence, paragraph 2 shall apply accordingly.
6. Operator shall not be liable for malfunctions of Service caused by not checking the topicality by the Subscriber and completeness of Personal data created by the Subscriber in the Customer Panel database.
7. Subscriber acknowledges that in Full SMS sender ID field can contain only the name that identifies the sender as to the use of the Subscriber is entitled under entered Agreements or granted permission by a person who is entitled to use the name or on whose behalf it has been reserved, except where the name is not in doubt that it is widely used and does not identify any entity.
8. In the cases referred to in paragraph 6, the Operator may request the Subscriber to confirm permission to use the name that identifies the sender or a written statement that the Subscriber has such power. Operator reserves the right to withhold sending a Message until the submission of documents or statements referred to in the preceding sentence.
9. The endorsement referred to in paragraph 7 will not be required in cases when the name that identifies the Subscriber (sender) is a commonly used word and obviously there is no possibility of infringement of third party rights to the name.

## § 14. Data protection

1. The Operator declares that protects the personal data of the Subscribers to the extent to which they constitute personal data within the meaning of the Act of August 29, 1997 on the Protection of Personal Data (consolidated text: Journal of Laws of 2016, item 922). and after May 25, 2018 to the extent that they constitute personal data within the meaning of the GDPR - Regulation of the European Parliament and of the Council 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (general regulation on data protection)
2. All data provided by the Subscriber will be processed by the Operator only for the purpose of providing the Services referred to in these Regulations. Subscriber acknowledges that on the basis specified in art. 19 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2013, 2017, item 1219). The Operator is entitled to process the Subscriber's personal data provided at Registration also after using the Service if they are:
  - 1) necessary to settle the Service and claim for payment for using the Service;
  - 2) necessary to explain the circumstances of unauthorized use of the Service referred to in art. 21 par. 1 of the said Act;
  - 3) allowed to be processed on the basis of separate acts.
3. All data provided by the Subscriber will be processed by the Operator only for the purpose of implementing the Agreement for the provision of ICT services, (legal basis of Article 6 paragraph 1 letter b) and accounting and tax purposes on the basis of applicable law - art. 6 par. 1 letter c GDPR
4. Full information about the processing of personal data is included in the Information Clause accepted by the Subscriber during the registration of the account in the system.

## § 15. Entrusting personal data

1. The Parties agree that in order to provide the Services or the proper implementation of the Agreement for the provision of ICT services concluded between the Parties and fulfillment of obligations under the law, in particular the provisions of the Act of 29 August 1997 on the protection of personal data (ie Journal of Laws of 2016, item 922), hereinafter referred to as "the Act" and GDPR - Regulation of the European Parliament and of the Council 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; to repeal Directive 95/46 / EC (general regulation on data protection), the Subscriber will entrust the Operator with personal data that will be processed on the basis of a separate entrustment agreement with the data controller. The Subscriber declares that he is entitled to further entrust personal data, and in particular is entitled to entrust them to the Operator.
2. The Subscriber declares that he will enter into a personal data entrustment agreement in writing in an electronic form via the Customer Panel, based on the template available in the Operator's documentation, available at: <https://serwersms.pl/dokumenty>

## § 16 Zmiany treści Regulaminu

1. Operator zastrzega sobie prawo do zmiany treści niniejszego Regulaminu i jego załączników o czym poinformuje Abonenta z 14 dniowym wyprzedzeniem.
2. Przed rozpoczęciem korzystania z Usług Abonent zobowiązany jest zapoznać w szczególności z Polityką Antyspamową („Polityka Antyspamowa”), Specyfikacją techniczną („Specyfikacja Techniczna”) oraz integralnymi dokumentami dostępnymi na stronie <https://serwersms.pl/dokumenty> przez cały okres obowiązywania Umowy Abonent zobowiązany jest przestrzegać wszystkich postanowień regulaminów opisujących usługi, zaś wszelkie działania sprzeczne stanowiąc naruszenie niniejszej Umowy i może skutkować jej rozwiązaniem przez Operatora bez zachowania okresu wypowiedzenia lub - w zależności od wyboru Operatora, zawieszeniem świadczenia Usługi do czasu wyjaśnienia sprawy (z zachowaniem prawa Operatora do otrzymania wynagrodzenia za czas zawieszenia Usługi).
3. Operator zastrzega sobie możliwość organizowania promocji świadczonych Usług. Promocje będą posiadać odrębne regulaminy (warunki) promocji.

## § 17. Final provisions

1. The terms of use and all documents are available on the website [www.serwersms.pl](http://www.serwersms.pl).
2. In unsettled matters in these Terms of use shall apply in particular the provisions of the services by electronic means and the Civil Code.
3. Subscriber acknowledges that the Operator in accordance with applicable provisions of law, shall be entitled to change its name (the company), office or legal form of business, including those resulting from the number changes assigned by the appropriate registers. In order to avoid doubts, these changes do not constitute a change to these Terms of use.
4. Operator reserves the right to change the price list at any time, including prices of services ordered and paid. Subscriber should be informed about every change in prices in electronic way on the address entered in customer account. The operator can stop or limit shipment until the acceptance of the new offer by the Subscriber. In case of lack of new offer price acceptance, the Subscriber may request a refund of the unused recharge. Refund may be done based on appropriate correct of accounting documents.
5. Operator reserves the right to change these Terms of use. Changing the Terms of use shall enter into force within 14 days from the announcement of the new wording of the Terms of use on the Online service and by sending relevant information to Subscriber's e-mail. Subscriber will submit a declaration of intent of the new wording of the Terms of use after logging into the Customer Panel. Subscriber must submit a declaration of intent within 14 days from the date of notification about the changes in the Terms of use. Lack of acceptance of the new wording of the Terms of use is lack of acceptance of the new conditions of using Account and providing Services. Subscriber acknowledges that at the end of the period referred to in the preceding sentence Account will be deactivated, except the possibility of using it with the proviso that if the Subscriber has not used Messages, they can be used within 30 days from the date of the declaration of intent of no acceptance of the new Terms of use.