

# Terms of provision of services provided by electronic means by Plagiat.pl 14th of April 2021.

# Chapter I General provisions and definitions

## § 1.

- 1. Terms and Conditions define the types and conditions for the provision of electronic services delivered by Plagiat.pl Sp. z o. o. through the website located at: http://plagiat.pl/, http://strikeplagiarism.com/, hereinafter referred to as the **Service**.
- 2. The owner of all rights to the **Service** and the service operator is the company Plagiat.pl Sp. z o. o. ul. Gdańska 2/67, 01-633 Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court of Warsaw in Warsaw, XIX Commercial Division, under KRS number 0000236022, using the NIP number 526-287-47-77 and with of 51 875 PLN of share capital, hereinafter referred to as the **Operator**.
- 3. Contact with the **Operator** is possible through e-mail: <a href="mailto:pomoc@antyplagiat.pl">pomoc@antyplagiat.pl</a> or <a href="mailto:contact@strikeplagiarism.com">contact@strikeplagiarism.com</a>. Answers are granted from Monday till Friday at 8.00 16.00 CEST.
- 4. The following services are provided through the **System**:
- a. registration and creation of a **User** account in the System, hereinafter referred to as **Registration**;
- b. System test on short fragments of texts up to 500 characters, limited to 10 texts per month;
- c. antiplagiarism analysis of the document through the ANTIPLAGIARISM system of Plagiat.pl Sp. z o. o., hereinafter referred to as **Antiplagiarism analysis**;
  - i. Priority checking of document subjected to Antiplagiarism Analysis,
  - ii. Checking with the RefBooks database, an additional text database during the Antiplagiarism Analysis,
- d. purchase of Tokens and SMS Codes.

## Chapter II Definitions

# § 2.

- 1. Antiplagiarism Analysis a paid service available within the Service, consisting of checking texts sent by the User from the point of view of the presence of fragments which are identical to those contained in the Internet resources or in the databases which are available to the User. The result of this comparison is the Similarity report containing the SC 1, SC 2, and DLA.
- 2. Data Controller the owner of the Service website located at: http://plagiat.pl/, http://strikeplagiarism.com/, i.e. Plagiat.pl Ltd., ul. Gdańska 2/67, 01-633 Warsaw.
- 3. "Directbilling" or "DCB" is a service offered by Centrum Technologii Mobilnych Mobiltek S.A. in cooperation with some Polish mobile network operators, allowing the **User** to make payments for obtaining **Tokens**. The payment is credited by the respective mobile operator



to the user's telephone bill or by deduction of this amount from the prepaid balance. DCB is available in the OPL network, the T-Mobile network, the Polkomtel network and the P4 network.

- 4. Internet payments the payments made electronically in order to obtain a Token;
- 5. **Personal data** data relating to a living individual collected as part of the registration form available on the website: https://panel.plagiat.pl/#/register, https://sprawdz-prace.plagiat.pl/#/sprawdz, information on the identification or possibility to identify a natural person, processed by the Data Controller for the correct performance of services and other operational purposes, to which only the data subject has access beyond the Data Controller.
- 6. **Provider** a company cooperating with the **Operator** that caters for the financial side of **System** use, the **Provider** sends the **User** SMS Codes and caters for online payments;
- 7. **PIN Code** is a sequence of numbers sent as an SMS text message after entering the mobile phone number. The **PIN Code** is necessary to purchase the Token via a mobile phone using the "DCB" (Mobiltek) service.
- 8. **Priority Check** is an additional service available during the **Antiplagiarism Analysis**. Ensures that the document is sent to the Analysis via a priority queue, reducing the waiting time for the Similarity Report.
- 9. RefBooks database contains scientific texts, the latest books, commentaries and scientific articles, consisting of many collections of texts provided by authors and publishers. Containing tens of millions of copyright protected works in over 30 languages. Checking with the RefBooks database is an additional service available during the Antiplagiarism Analysis.
- 10. **Similarity coefficients** a percentage information about the scale of found fragments identical to the document being analyzed.
  - a. Similarity coefficient 1 (SC1) determines what part of the checked paper are phrases with a length of 25 words or longer, found on Internet sites (with the exception of parts of acts found in Database of Legal Acts).
  - b. Similarity coefficient 2 (SC2) determines what part of the checked paper are phrases with a length of 25 words or longer, found on Internet sites (with the exception of parts of acts found in Database of Legal Acts).
  - c. Similarity coefficient DLA (DLA) determines what part of the checked paper are phrases with a length of 8 words or longer, found in Database of Legal Acts).
- 11. Similarity report a file generated after the Antiplagiarism Analysis, containing data on the document, Similarity Coefficients, omitted URLs (if the User typed the address of websites that the System has to skip during the analysis of the document), and a



list of texts in which the System has found fragments identical to the fragments in the examined document. These elements are present in both the short and full **Similarity reports**. Another part of the **Similarity report**, which exists only in the full version (short version does not contain this element) is the content of searched document with selected fragments which were found in the text searched by the Service.

- 12. **SMS Code** a sequence of symbols that is automatically generated by the **Provider**, and sent via an SMS text message upon **SMS Code** request. The **Code** is necessary in the process of purchasing a **Token** via mobile phone (only available through a Polish mobile operator).
- 13. **User** is any entity who uses the **System** in any way;
- 14. **Token** is a unit of virtual payment allowing a User to use services offered by the **System**;

# Chapter III Terms of service

§ 3.

- 1. **Services** provided through the **System** may be paid or unpaid. **Operator** reserves the right to select the form, time and method of providing access to services.
- 2. Free **Service** is **registration** in the **System** and testing the **System** with short fragments of texts of up to 500 characters, limited to 10 tests per month.
- 3. Paid Services are: Antiplagiarism Analysis as well as Priority Check and Checking with the RefBooks additional, optional Services for Antiplagiarism Analysis. Computing unit used to determine the cost of the Services are Tokens, recorded in the accounts of Users. Determining the cost of the service is not subject to charges.
- 4. Catalogue of available paid services may be subject to change.

§ 4.

- 1. To use services listed in § 1. point 4 b) d) it is necessary to make a prior **Registration** and sign in to the account of the **User**.
- 2. The Registration should be concluded through completing the registration form at: https://panel.plagiat.pl/#/register or https://panel.strikeplagiarism.com/#/register or https://sprawdz-prace.plagiat.pl/#/sprawdz, giving your name and surname, active e-mail address and password. Acceptance of the Terms of the Service and consent to the processing of personal data is necessary to ensure the correct implementation of services offered by the Operator and to create a User account. After filling in the form, a message will be sent to the e-mail address provided by the User with the account activation link in the Service. Logging in to the User's account with the data provided in the registration form is only possible after registration and clicking on the received activation link.
- 3. The **User** has the option to change the data provided in the registration form by logging in to the User's account in the "Edit Data" tab.
- 4. In case the password was lost the **User** can get a new password using the "forgot my password" button located in the login panel of the **System**.



- 5. The **User** agrees not to submit to the System any content for which the possession or distribution of is against the law or principles of social coexistence.
- 6. The **User** declares that he will not use the **Services** is a way which is not compatible with the law, these Terms and Conditions or the rules of social conduct and morality, as well as in compliance with copyright law.
- 7. The **Operator** reserves the right to discontinue the Services and to block the account of the **User** with an immediate effect in the event of improper use of the **System**. In particular, the actions to the detriment of the **Operator**, use of the System by entities involved in writing papers on request or use the **System** for purposes incompatible with the Polish law. Blocking the Account causes the return of money for unused **Tokens** to the **User** by the **Operator** within 14 days after blocking the account.
- 8. In case of re-registration of the **User** who has been previously removed from the **System** due to violation of the present **Terms** the **Operator** reserves the right to re-block the account of such **User**.
- 9. The **User** can always delete the account in the **System** by sending an e-mail requesting to delete an account using the form available after logging in to the User's account in the "Help" tab.

§ 5.

- 1. In order to use the System it is required to connect to the Internet, and in particular:
  - a. use web browser Mozilla Firefox (version 38.x or newer) or Google Chrome (43.x or newer);
  - b. cookies in the browser must be enabled;
  - c. JavaScript in the browser must be enabled;
  - d. CSS in the browser must be enabled;
  - e. The **User** must have an active e-mail account and an Internet connection.
- 2. Session in the **System** may only take place within a single account. This means that the use of multiple accounts at the same time on a single computer in a number of open web browser windows may fail.
- 3. To use the paid services of the **System** it is necessary to have the capacity to perform online payment transfer from the bank account or credit card, or possession of the active mobile phone number of one of the mobile operators listed in the **System** and a telephone which allows you to send and receive SMS text messages.

# Chapter IV Personal data and privacy policy

§ 6.

- 1. At the moment of registration the **User** agrees to the collection, storage and processing of their personal data by the **Data Controller**, according to the conditions laid down in the Privacy Protection Policy (annex 1).
- 2. The **Data Controller** processes **User's** personal data pursuant to art. 6 par. 1 lit. b of the General Data Protection Regulation (GDPR) (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement



- of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) i.e. the processing of **User's** personal data is necessary for the performance of the contract to which the **User** is a party respectively the contract for the provision of electronic services.
- 3. Providing personal data by the **User** is a condition for concluding a contract for the provision of electronic services. Providing personal data by the User is voluntary, but necessary in order to conclude and implement a contract for the provision of electronic services and to ensure the highest quality of Services provided.
- 4. The Data Controller will transfer User's personal data only to his suppliers, to whom he will commission services related to the processing of personal data, e.g. IT service provider, accounting services provider, legal services provider. All entities to which the Data Controller will transfer User's personal data will process them under a contract with the Data Controller and only in accordance with the User's instructions.
- 5. The **User** has the following rights related to the processing of personal data:
  - a. the right to withdraw consent to data processing,
  - b. the right to access **User's** personal data,
  - c. the right to request the correction of the **User's** personal data,
  - d. the right to request deletion of User's personal data,
  - e. the right to demand limiting the processing of User's personal data,
  - f. the right to object to the processing of **User's** personal data due to the particular situation of the **User** in cases when the **Data Controller** will process the **User's** personal data based on the **Data Controller**'s legitimate interest,
  - g. the right to transfer the **User's** personal data, i.e. the right to receive the **User's** personal data from the **Data Controller**, in a structured, commonly used, machine-readable IT format. The **User** may send this data to another data controller or demand that the **Data Controller** send this **User's** data to another data controller. However, the **Data Controller** will do this only if such a transfer is technically possible. The right to transfer personal data is entitled to the **User** only as to the data that the **Data Controller** processes on the basis of an agreement with the **User** or on the basis of the **User's** consent.
- 6. To use the rights above, the **User** may contact the **Data Controller** by sending a message to the Customer Service Department at the following e-mail address: help@strikeplagiarism.com from the e-mail address on which the **User's** account is registered on the **Service**.
- 7. The **User** is also entitled to file a complaint to the supervisory body dealing with the protection of personal data i.e. the President of the Office for Personal Data Protection in Poland.
- 8. The **User** is obliged to update the personal data provided during registration immediately if the data should change.
- 9. In case of any doubt as to the validity of the data provided by the **User** the **Data Controller** has the right to take the following steps:
- a. alerting the **User** to immediately remove the false data or to update the information,
- b. the immediate block of the **User** account until the situation is clarified.



- 10. The **Data Controller** is authorized to disclose personal data only to those entities authorized under the applicable law, in accordance with the principles of the Privacy Policy, the provisions of the Regulations and applicable law.
- 11. Information about the **User's** account should be kept secret. These are the **User's** personal information that cannot be shared with other people or entities
- 12. The **User** bears sole responsibility for any use of the **User**'s account. The fact of using the account by the **User** may be a conclusive proof for the **Operator** that the **User** uses the **Service**.

# Chapter V Antiplagiarism analysis

§ 7.

- 1. The maximum volume of the checked text document within Antiplagiarism Analysis is 500 000 characters. The number of characters includes the characters in the text used by the editors, but not having a graphic printout, such as spaces, tabs, newline, etc.
- 2. Regardless of the results of the Similarity Report the Operator does not constitute recognition of the analyzed text as plagiarism; to determine the circumstances, it is always necessary that the text is analyzed by a competent and authorized person. In particular, do not rely solely on the value of the Similarity coefficients –in any case it is necessary to carefully study the Similarity Report and check whether the selected fragments are not quotations bearing footnotes. The Operator does not provide this type of service.
- 3. Similarity report appears generally in no more than 24 hours after completing the payment for Tokens or adding a document for analysis, if the User purchased Tokens in advance. In some cases, especially during exam sessions at universities (both summer and winter) and in the periods immediately preceding it, this period may be extended up to 5 days. If this deadline is not met, the User may demand the Operator for reimbursement of costs associated with the purchased Tokens.
- 4. The **Operator** ensures that the probability of detecting the similarity of the analyzed document entered by the **User** to the document which is located in the database of the System provided to the **User** is 100%. The **Operator** does not ensure that the System will detect similarity content of the documents when such document with similar content is located in the document resources made available to the public on the Internet. By accepting the Terms and Conditions the **User** declares that he is aware of its provisions and agrees to it.
- 5. Due to the dynamic structure of the Internet, the **Operator** does not guarantee that the **System** will in all cases detect the similarity of the tested text or its fragment to the texts or their fragments found in the Internet resources. The **User** declares that he is aware of the above and agrees to it.



# Chapter VI Payments

§ 8.

- 1. Checking documents in the System within the Antiplagiarism Analysis service is possible after logging in to your **User** account.
- 2. The quantity of **Tokens** required to perform **Antiplagiarism Analysis** depends on the number of characters in the text that is to be analyzed; information about the required number of **Tokens** is automatically generated and displayed after loading the text to the **System** to be analyzed; the number of characters includes spaces.
- 3. The User may indicate which of the documents uploaded to the Service is to be sent to the Antiplagiarism Analysis, subject to the provisions of subpar. 4 The User may start the Antiplagiarism Analysis of text at any time, provided that the User has the required number of active Tokens to check the document. At the beginning of the Antiplagiarism Analysis, Tokens in the number necessary to perform the service will be deducted from the number of active Tokens on the User's account on the Service.
- 4. Before the **Antiplagiarism Analysis** for a given document is started, the **User** can choose additional services **Priority Check** and **Checking with the RefBooks**.
- 5. The User may start the Antiplagiarism Analysis of the text at any time, provided that the User's account has the required number of active Tokens to check the document. At the moment of starting the Antiplagiarism Analysis, the number of Tokens necessary to perform the services will be deducted by the number of active Tokens on the User's account in the System. Price list of Tokens, PIN Codes and SMS Codes are given on page www.strikeplagiarism.com and on the account of the User in section PAYMENTS.
- 6. The **User** has the option to purchase any number of **Tokens**. **Tokens** are disposable. Each **Token** is valid for 6 months from date of purchase.
- 7. Tokens can be purchased via the **Provider** using the received **SMS Code**, **PIN Code** or **Payments online**.
- 8. To obtain a **PIN Code**, **User** must initiate a transaction in the System by entering his mobile phone number on a Provider's website and accept the Regulations. An SMS will be sent to the provided number containing a **PIN Code**, which must be entered in the appropriate place on the Provider's website.
- 9. Payments with the use of **PIN Codes** allow the purchase of several Tokens with one operation.
- 10. The **PIN Code** service is available in the following Polish GSM networks: Orange, Play, Plus and T-Mobile
- 11. The amount limits introduced by mobile networks for post-paid and mix subscribers are respectively:
  - a) OPL (Orange) PLN 300 gross
  - b) Play PLN 50-600 gross (depending on seniority and timeliness of payments)
  - c) Polkomtel (Plus) PLN 150 net
  - d) T-Mobile PLN 250 net



- 12. The amount due for the **PIN Codes** will be charged by the Provider by debiting the appropriate amount on the telephone bill in the case of a subscription telephone or deducting it from the user's balance in the case of a prepaid telephone.
- 13. The **SMS** Code is obtained by sending an SMS message to the number 79068 containing the words AP.PLGT (only available through a Polish mobile operator). The System automatically generates a string of characters, which is a **SMS** Code and is sent as an SMS message to the phone number from which a **SMS** Code has been requested (i.e. Sending SMS with content AP.PLGT) The System will automatically generate a set of characters that is the **SMS** Code and send it in a text message to the number from which the request (the text message with the words AP.PLGT) was sent.
- 14. The **User** has the option to purchase any number of **SMS Codes**, but not more than two in 60 seconds with one phone number. Each **SMS Code** has a validity period specified for 2 weeks; after that period **Token** cannot be exchanged to **SMS Code**.
- 15. **Tokens** purchased with an **SMS Code** are ordered individually, i.e. one SMS entitles you to purchase one **Token**. If **User** needs to purchase more **Tokens**, he should send as many SMS messages as the **Tokens** required to check the document or use the DCB service referred to in point 7.
- 16. The fee for **SMS Codes** is calculated by the mobile operator (via a provider) as a claim for the use of the phone number in the mobile network. Method of settlement of claim for the **User** with mobile operator does not fall within the scope of the regulations and is dependent on the contract for the provision of telecommunications services to the mobile operator.
- 17. Purchasing Tokens using the SMS Code and PIN Code is provided by Centrum Technologii Mobilnych Mobiltek S.A. with headquarters in Krakow, address: ul. Gazowa 16, 31-060 Kraków, registered by the District Court for Kraków Śródmieście in Kraków, XI Commercial Department of the National Court Register under the number KRS 0000265333, NIP 675-12-795-14, Regon 356564304
- 18. The web payment Providers are Dotpay sp.z o.o., headquatered in Krakow, address: Wielicka 28B, 30-552 Kraków, NIP: 634-26-61-860 and PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349)
- 19. Purchase of **Tokens** by the **User** takes place upon posting the web payment in the system of the **Provider** or upon using **SMS Code and PIN Code** in the system.

§ 9.

- 1. The **User** has the right to receive VAT invoice for the purchased **Tokens**. For that purpose he must request to issue an invoice during making a purchase of **Tokens** and complete the form with the necessary data:
  - a) company's name or **User's** name and surname,
  - b) address.
  - c) Tax ID (unnecessary for a natural person),
  - d) User's telephone number not required
- 2. If the **User** has not requested the invoice during making the payment, in order to receive the invoice the **User** should before the end of the month the purchase was made send the



request to the e-mail address: pomoc@antyplagiat.pl or <a href="help@strikeplagiarism.com">help@strikeplagiarism.com</a> before the end of the month in which the transaction was made, with necessary data:

- a) company's name or **User's** name and surname,
- b) address,
- c) Tax ID (unnecessary for a natural person),
- d) e-mail address of the User's account,
- e) name of the transaction to be placed on an invoice.
- 3. In the absence of ordering a VAT invoice in the system panel at the time of payment and failure to send a request for its issuance at the latest by the last day of the month in which the Tokens were purchased, it will not be possible to receive the invoice.
- 4. The invoice shall be issued no later than the 15th day of the month following the month in which the service was performed.
- 5. System warns that it bears no responsibility for any problems resulting from delays in payment attributable to the third party, e.g. banks, mails, online payment systems etc.
- 6. The **User** agrees to receive from the **System** electronic invoices without the signature in accordance with the Regulation of the Minister of Finance of 17 December 2010. on the transmission of invoices in electronic form (Journal of Laws No. 249, item. 1661).

# Chapter VII Termination of the contract and complaint procedures

# § 10.

The **User** has the right to withdraw from the contract within 14 days of its conclusion with no cost, unless the service was not partially provided prior to the withdrawal. In case of withdrawal, the **User** is entitled to reimbursement for unused **Tokens**. In order to withdraw from the agreement a message to the e-mail address: <a href="mailto:pomoc@antyplagiat.pl">pomoc@antyplagiat.pl</a> or contact@strikeplagiarism.com should be sent.

# § 11.

- 1. The **User** has the right to lodge a complaint for non-performance or improper performance of the **Service**, by sending an e-mail to the address <a href="mailto:pomoc@antyplagiat.pl">pomoc@antyplagiat.pl</a> or <a href="mailto:contact@strikeplagiarism.com">contact@strikeplagiarism.com</a>.
- 2. In the case of purchasing **Tokens** by obtaining a **PIN Code**, the user may also submit a complaint to the Provider at the e-mail address: reklamacje@mobiltek.pl with the note "Complaint [Plagiat.pl]".
- 3. A complaint must contain all **User** data, in particular: name, surname, e-mail address on which the User's account in the Service is registered, number of **Tokens** and information on the title and author of the document to which the complaint relates.
- 4. Complaints not containing **User** data will not be considered.
- 5. Complaints will be processed within 14 days of receipt of the notification. A response to the complaint is sent to the e-mail of the **User**.
- 6. Recognition of complaints in the case of services free of charge will result in their execution in a proper manner.



- 7. Recognition of the complaint in case of paid services will result in return of the number of **Tokens** spent by the **User** to perform services which is the subject of the complaint within 14 days from the date the positive consideration of the complaint.
- 8. Recognition of complaint concerning the acquisition of **Tokens** will result in the immediate reimbursement of the price paid for the **Tokens** to the bank account of the **User** specified in the complaint. If the complaint did not contain bank account number, the **Operator** shall immediately call the **User** to indicate the bank account to which the price for the used **Tokens** should be returned and refund within 14 days of receipt of this information.

## § 12.

- 1. The **Operator** reserves the right to disregard complaints concerning the verification of the same document with different **Similarity Coefficient** results.
- 2. The Operator stipulates that word processors may not include in their statistics all the characters counted by the System. The System shows the number of entered characters to check and this number is essential for determining the number of Tokens that is needed to verify the document. Complaints arising from discrepancies if number of characters shown by the System, and other computer programs will not be considered.
- Mobile network operators are only responsible for telecommunications services that enable the **System** to be integrated with their networks and are not responsible for the services offered with the use of the **System**, in particular for the content of information offered within it.
- 4. The Provider shall not be liable for any malfunction of the system resulting from a malfunction of the GSM network.
- 5. The User using the service provided by Polkomtel Sp. z o.o., under which he obtained the PIN Code, will not incur any additional fees for a given transaction.

# § 13.

- 1. Any text message sent to the number 79068 will cause the account of the mobile phone that sent the message to be charged with the present price for the SMS Code. However, only entering the text AP.PLGT in the message content will guarantee the receipt of SMS Code which authorizes submission of the paper for analysis. Therefore, we recommend to be precautious while sending an SMS. The Operator will not reimburse the User for sending an incorrect SMS.
- 2. The Operator is not liable for the inadvertent use of a mobile phone or use which is inconsistent with the will of the owner. The System generates a fee for every SMS sent to the 79068 number, regardless of the contents, number of messages or the lack of awareness on the part of sending party that the message is related to charges. Complaints arising from improper or unauthorized use of your mobile phone will be disregarded.
- 3. To submit a complaint related to the **SMS Code** service the following elements are necessary:
  - a. the phone number from which the SMS Code request was sent (the AP.PLGT SMS);
  - b. the approximate time when the SMS was sent.



4. The complaint will be considered once the necessary information is sent to the address: pomoc@antyplagiat.pl or contact@strikeplagiarism.com .

#### § 14.

The **Operator** is not responsible for lack of possibility to access the **System that** are due to reasons outside the control of the **Operator**.

#### § 15.

The Operator reserves the right to introduce short technical service interruptions in the functioning of the **System** so as to allow planned operation and maintenance work on the server and **System** programming.

# Chapter VIII Final Provisions

#### § 16.

- 1. The **Operator** shall not be liable for damage caused by the User to any third party using information obtained through the use of the services, in particular by raising accusations of plagiarism.
- 2. The **Operator** is not liable for inaction or malfunction of the Service due to external circumstances beyond its control, which could not be prevented.

# § 17.

- 1. The **Operator** reserves the right to all decisions concerning the **System** and any modifications or changes it may undergo, without warning **Users** in advance about the planed modifications.
- 2. In the event of changes in the System without noticing **Users**, they have the right to withdraw from the contract without incurring costs. The **User** should inform the **Operator** about the withdrawal through <a href="mailto:pomoc@antyplagiat.pl">pomoc@antyplagiat.pl</a> or <a href="mailto:contact@strikeplagiarism.com">contact@strikeplagiarism.com</a>. In this case, the **Operator** returns the user the money for unused **Tokens**.

## § 18.

- 1. The **Operator** asserts that:
  - a) the use of the **System** is solely at the expense and risk of the **user**,
  - b) no guarantee can be given that the verification process will not be subject to flaws, errors, or interruptions,
  - c) no guarantee can be given that the outcome of the verification process will meet the user's expectations as to the accuracy or usefulness of the information provided, unless such a guarantee has been explicitly formulated in a document signed by a representative of Plagiat.pl Ltd.,
  - d) no responsibility will be borne for any actions a **user** may take as a consequence of obtaining information through the **System**.



# § 19.

- 1. The provisions of these Terms and Conditions may be amended by the **Operator** without giving reasons. Changes will be published on the website of the **Service**.
- 2. The **User** should be familiar with changes in the Terms and Conditions immediately after the publication of the relevant information in the System. Information about changes in the rules will be visible after logging in by the **User** on the account after the announcement about changes in the Terms and Conditions.
- 3. If the User does not accept amendments to the Terms and Conditions, the User should immediately delete the account himself or send a request to delete the account in accordance with Article. 4 of the Privacy Policy and refrain from logging into the User account. Failure to accept the revised Terms and Conditions associated with the termination of a contract for the provision of services by electronic means and entails the removal of the User's account by the Administrator.

## § 20.

- 1. Any disputes arising in connection with the execution of the tasks of the **System** shall be settled by the competent court, for the headquarter of the **User**, with following provisions.
- 2. Any resulting disputes and related claims will be first resolved amicably and by the complaint procedure.
- 3. Matters not regulated herein shall be governed by the Civil Code, the provisions of the Act on electronic services and other relevant provisions of Polish law.

#### § 21.

By purchasing the service the **User** acknowledges that they have read the description of the **System** and the Terms and Conditions of services by electronic means by the **Operator**, and that they accept all these provisions of the Terms and Conditions unconditionally.

## § 22.

The **Terms and Conditions** apply from the date on which it is published on the webpage of the **System** www.plagiat.pl.



Annex 1

# Privacy Protection Policy

#### Art. 1 Personal Data

Plagiat.pl Sp. z o.o., with registered office at ul. Gdańska 2/67, 01-633 Warszawa, hereinafter referred to as Plagiat.pl, as the Collector of the personal data of the Website, takes care of the security of the data made available to him, in particular against access by unauthorized persons. Plagiat.pl provides all registered users with the rights resulting from the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and the repeal of Directive 94 / 46 / We., in particular the right of access to a person's own data, the right to demand rectification and deletion of data, the right to transfer, the right to withdraw consent to the processing of personal data and the right to raise objections in the cases specified in the provisions of this Act. The database of personal data kept by the Website has been reported to the President of the Personal Data Protection Office.

## Art. 2 Technical issues

In order to develop and optimize the Website, as well as for statistical and advertising purposes, customer traffic on the store's websites is monitored. Data for this purpose are saved, for example cookie files (cookies) or IP addresses that are not used to process personal data. Plagiat.pl uses them only for technical purposes and to collect general, statistical information. These are, for example, information about the web browser used, screen resolution, pages from which the User goes to the Website, etc. The above data may be made available to entities authorized under applicable law. The website may use cookies, i.e. text files saved on the user's computer, identifying it in a way necessary to enable certain operations. Cookie files are used, among other things, to remember the data necessary to log in to the user. The condition for the cookies to work is their acceptance by the browser and not removing them from the disk.

## Art. 3 Commercial information

The Operator reserves the right to send Users unannounced messages. This includes information referring directly to the functioning of the Website (eg changes in functioning) or non-commercial lists (eg wishes, information about new features, system messages). Each of the Website users has the right to stipulate that they do not want to receive information from the Website. All advertising content related to commercial activities of the Administrator and its contractors may be sent to Users only with their consent, in accordance with art. 10 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended)

## Art. 4 Account deletion

1. Termination of the contract or withdrawal compatible with the processing of personal data by the User is voluntary and may occur at any time by sending instructions using the form available after logging in to the User's account in the "Help" tab on the Website. Termination of the contract for the provision of electronic services or withdrawal of consent to the processing of personal data results in the removal of the User's account. The User's account that has not been activated by the User within 30 days after registering on the Website is automatically deleted. By activating the account, you should understand clicking on the



- activation link received in the e-mail after completing the registration form. The active User account is automatically deleted after 730 days from the last login of the User.
- 2. The maximum period of storage of the User's data for billing purposes is 5 years, counting from the end of the calendar year in which the payment deadline for tax related to the service provided has expired. This is related to the expiration of the period of limitation of tax obligations in the territory of the Republic of Poland. After the retention periods, your personal data will be deleted or anonymized.

# Art. 5. Transfer of personal data to countries outside the European Economic Area

The User's personal data will be transferred outside the European Economic Area to Google LLC based on appropriate legal safeguards, which are standard clauses of personal data protection, approved by the European Commission.

## Art. 6 Contact

If you have any questions or concerns regarding the regulations, the Privacy Policy and the use of the Website, please contact the Customer Service Department at the e-mail address: pomoc@antyplagiat.pl or contact@strikeplagiarism.com.