

**License and Usage Agreement for the Smartgroschen Application
(hereinafter known as the „License”)**

1. The subject of this License is the application dedicated for usage with the telecommunication service or other services rendered under the „Smartgroschen” brand (hereinafter called the “Software” or “Application”). A description of the functionality of the Application and minimum requirements for installation of the Application are available at the following web address: www.smartgroschen.com.
2. This License for Application usage is granted to the end user by Galena Sp. z o.o. (hereinafter called the “Licensor”) having a company seat in Gliwice, located at ul. Świętokrzyska 2, 44-100 Gliwice, and entered into the Register of Enterprises kept by the Gliwice Regional Court, 10th Division of the National Economic Court Register, under the number KRS 0000133373. The tax identity number (NIP) is 631-22-83-637, and the share capital amounts to 315,000 PLN for the purpose of utilising the telecommunication services and other services rendered under the “Smartgroschen” brand (hereinafter called the “Service”) and described in detail in the “Smartgroschen Service Provision Regulations” (hereinafter called the “Regulations”) and available in English at the following address www.smartgroschen.com/terms.
3. The license takes effect from the moment it is accepted by the User on the Application screen before the first activation.
4. The Licensor hereby declares that, in accordance with the interpretation of the Act dated 4th February 1994 pertaining to copyright and allied rights (Dz. U. Nr 2010 r. 152, poz. 1016, z późn.zm.), he is authorised to grant the end User the License for usage of the Application.
5. The Application made available to the User by the Licensor for the purpose of Service usage is a computer software, as understood within the details of the Act dated 4th February 1994 pertaining to copyright and allied rights (Dz. U. Nr 2010 r. 152, poz. 1016, z późn.zm.) (hereinafter known as Copyright Law).
6. Those authorised to use the Application are:
 - 6.1. Physical persons holding full legal rights and responsibilities (therefore, those of 18 years of age and over, not being legally incapacitated to any degree),
 - 6.2. Persons holding limited legal rights and responsibilities (therefore, those of 13 years of age and over but not yet having reached 18, as well as those who are partially legally incapacitated),
 - 6.3. Persons not holding legal rights and responsibilities (therefore, those of under 13 years of age for whom a person authorised to represent them in legal affairs – such as a parent or legal guardian – has accepted the conditions of the License),
 - 6.4. Other objects with the ability to execute legal actions on the basis of separate regulations, who have accepted the License (hereinafter known as the “User” or “Users”).
7. The Licensor authorises the User to use the Application in the way described in the legal regulations pertaining to copyright law regarding computer program, within the scope which is essential for the utilisation of the Application in accordance with its given purpose by a person being legally in possession of the Application.
8. The authorisations given to the User on the basis of this License are limited to the usage of the service by the User under the conditions outlined in the Regulations.

9. Under the condition that he adheres to the Regulations, the User receives the License for personal usage of the Application through the User's own account for the usage understood in accordance with the Regulations. The License described hereinabove is free of charge, limited, for usage with an Internet network, without the right to exclusivity and without the possibility to transfer the License or grant it to another person or object, and allows the User to repeatedly use one copy of the Application within the framework of one electronic device (understood to be a mobile telephone, tablet or other device fulfilling the technical requirements for Application usage). To avoid doubt, it should be stated once more that the User is authorised to use one copy of the Application in cooperation with one unique device. This means that the User may use several Applications under the condition that each is separately installed on a single device. The Application may only be run on a device which does not have, within its memory (or on a SIM card installed in the device) the electronic contact database (e.g. electronic phone list) of a third party. Activation of the Application will result in the processing of this data in the method stated in the User agreement and Regulations. Unless a contract with the Internet supplier states differently, usage of the Application will incur costs connected to data transmission, that being the display of advertising on the screen, and services rendered on the basis of the Regulations are so rendered with the support of transmitted data.
10. The User is not authorised, without gaining additional permission from the Licensor in written form, to:
 - 10.1. with or without charge, make the Application available to any third party under any legal title;
 - 10.2. grant any third party a license to use the Application;
 - 10.3. permanently or temporarily duplicate the Application, in whole or in part and in any way or in any form, with the provision of authorization granted to the User by copyright law;
 - 10.4. translate, adapt, change the system or introduce any changes to the Application, including modifications to the Application source code, with the provision of authorization granted to the User by copyright law;
 - 10.5. delete, hide or change copyright information or other ownership rights contained in the Application;
 - 10.6. use the Application, or any part thereof, within the framework of a commercial product or for the purpose of delivering such products or third party services, or causing such dealings to take place.

The above terms do not exclude the User from making use of the Application for his own business communication needs, with the provision that they are in accordance with the Regulations.

11. The Licensor reserves all rights which are not clearly granted to the User in this agreement.
12. The Application may automatically download and install upgrades which serve to improve and develop it. The License covers each and every Application update within the scope of the access granted to the User by the Licensor or a party acting at his behest.
13. All rights to the creations not constituting computer programs, as well as brand logos positioned within the structure of the Application, with the exception of creations or content constituting industrial property originating from a third party, are held by the Licensor and, in accordance with the terms of this License, it is possible to use them only within the framework of the Service. The Licensor does not grant the User the right to use brand logos which the Licensor is authorised to use, particularly the "Smartgroschen" logo, in any way exceeding the scope of usage of the Service by the User.
14. All rights to other content to which the Application allows or may allow access are held by the owners of such content (hereinafter known as "Third party content"). The Licensor does not grant the User the right to utilise Third party content. Third party content may be covered by copyright law, or other laws or international agreements, and utilization of such content in any unauthorized manner may violate the rights of the third party.

15. The Licensor guarantees the correct functioning of the Application under the condition that the Internet connection meets the minimum requirements outlined in the Regulations.
16. The User uses the Application at this own risk.
17. The Licensor does not bear responsibility for usage of the Application in any way not in accordance with the terms of this License or the Regulations.
18. In cases of usage by the User of the provisionally installed Application on products, equipment, software or devices belonging to another party ("Third party technology") - built in, connected, distributed or used with or by them – the User is fully aware of and gives consent to the fact that:
 - 18.1. it may be essential to establish a separate license agreement for using Third party technology with an appropriate third party who is the owner or license holder of the given technology;
 - 18.2. some products or functionality may be unavailable through Third party technology;
 - 18.3. the licensor cannot guarantee that the Application will always be available in Third party technology or in connection to it.
19. The Licensor retains the right to terminate this License agreement with immediate effect in cases where the User not longer has the legal right to be granted the License or when the terms of the License are breached by the User.
20. Within the scope allowed by Polish law, the Licensor does not bear responsibility for any loss incurred by the licensee as a result of downloading, installing or using the Application, particularly for lost benefits as a result of improper functioning or usage, or lost data resulting from the improper usage or functioning of the Application.
21. This License, the manner of its interpretation, its execution and disputes related to its improper execution, will be covered by Polish law as well as the jurisdiction of the County Court in the place where the company seat of the Licensor is located.
22. This License has been drawn up in English versions which is available at the following web address: www.smartgroschen.com/terms.