

## **SMARTGROSCHEN SERVICE PROVISION REGULATIONS dated November 4, 2013**

The following regulations, hereinafter known as the „Regulations” describe the scope and conditions of provision of the publicly accessible telecommunication services provided under the „Smartgroschen” brand by the company Galena Sp. z o.o., having a company seat in Gliwice at the address ul. Świętokrzyska 2, 44-100 Gliwice, and entered into the Register of Enterprises held by the Regional Court in Gliwice, 10th Division of the National Court Register, under the number KRS 0000133373, being hereinafter known as **“Galena”**.

### **§1 DEFINITIONS**

*Application* – a program for smartphones and tablets using the brand logo of Smartgroschen on the screen, made available to the user in distinct relation to the licence conditions of the company Galena Sp. z o.o., the installation and running of which is essential to establishing a Contract and using the Service;

*Customer Service Centre (CSC)* – an organisational cell allowing, through electronic contact (contact form, e-mail) utilising technical support, the clarification and undertaking of tasks stipulated in the Regulations and other tasks accessible within the framework offered by the Smartgroschen supplier;

*Privacy policy* – an document informing the client of what personal data is gathered about them and how it is used, accessible on the web page [www.smartgroschen.com/page/policy](http://www.smartgroschen.com/page/policy)

*Cookie files policy* – a document informing the User of what data is saved in cookie files on the User’s computer, accessible on the web page [www.smartgroschen.com/page/policy](http://www.smartgroschen.com/page/policy)

*Price list* – a list of countries to which connections are possible with the intermediary help of the Smartgroschen Service, along with connection charges per minute and the terms of price calculation. A current Price List is displayed on the web page <http://smartgroschen.com/prices>;

*Smartgroschen Account Top-Up* – transfer of monies using the PayPal, Google Wallet or Apple Store service to the Smartgroschen Account;

*Device* – tablet or mobile telephone (smartphone);

*Smartgroschen Account* – a User’s individual account set up upon registration with the help of the application installed on a Device, allowing access to the Smartgroschen Service;

*Smartgroschen Account Status* – the amount which the User has in the Smartgroschen Account which can be used on the Smartgroschen Service and which the User may, in necessary, add to using Smartgroschen Account Top-Up;

*Account Identity* – a set of data: e-mail address, password and unique Device data (e.g. IMEI);

*Galena* - Galena Sp. z o.o., having a company seat in Gliwice at the address ul. Świętokrzyska 2, 44-100 Gliwice;

*Regulations* – these regulations;

*Contract* – a contract for service provision, established between the User and Galena Sp. z o.o., relating to the Smartgroschen brand and bound by the conditions of the Regulations. In actual fact, establish by the first running of the application and subsequent generation of an Account Identity;

*Service or Smartgroschen Service*- an internet telephone service and services rendered through electronic channels, provided by Galena Sp. z o.o. using VoIP (*Voice over Internet Protocol*) technology;

*User* – a physical person, legal person or institution possessing contractual powers who establishes a contract;

*Smartgroschen Messages* – text messages send within the framework of the Smartgroschen Service;

*Telecommunication Law* - an act dated 16th July 2004 pertaining to Telecommunication Law [(Dz. U. z 2004 r., nr 171, poz. 1800, z późn. zm.)];

### **§2 CONTRACT ESTABLISHMENT. COVER PERIOD. CONTRACT DISSOLUTION**

1. The following are essential elements for establishing a contract:
  - 1.1. A device capable of completing connections through the Internet,
  - 1.2. Downloading the Application on the same such device,

- 1.3. Running the application through the Internet and account registration – providing an e-mail and password which subsequently cause the generation of an Account Identity.
2. Due to technical conditions, it is essential to the establishment of a Contract that one is able to receive e-mails at the address given during registration, as described above in pt. 1.
3. The User Account is actually established by, and deemed to be in the User's possession upon, the running of the Application and generation of an Account Identity. The condition of running the Application is the acceptance of agreements visible on the screen and also the given Application licence conditions.
4. Galena Sp. z o.o. begins Service provision at the moment of the establishment of a Contract.
5. A Contract can only be established by those who:
  - 5.1. possess an end Device capable of downloading the Application,
  - 5.2. aided by the device connected to the mobile internet service or public access to Wi-Fi, undertake the action described above in pt 3.
6. The contract is established for a non-defined time period.
7. The User can dissolve the Contract at any time by deleting his Account, which is possible by choosing the „SETTINGS“ option in the Application and then selecting „DEACTIVATE ACCOUNT“ from the menu.
8. Galena Sp. z o.o. may dissolve the Contract at any time by abiding by the necessity to give 14-day notice to the client counted from the moment at which a Smartgroschen Message item or email is sent to the client containing information about dissolution of the Contract. Galena Sp. z o.o. can dissolve the contract particularly in cases of cessation of Service provision.
9. Galena Sp. z o.o. may dissolve the Contract particularly in cases when the User does not utilise the Smartgroschen Message and telephone connections for a period longer than 60 days. This defined non usage is understood to mean not making or receiving calls or sending or receiving messages within the framework of the Smartgroschen Service and such a situation does not require notification to be sent to the User prior to the dissolution of the Contract.
10. Galena Sp. z o.o. has the right to dissolve the Contract immediately and without notification in cases where the User breaches the provisions of the regulations or clearly binding legal regulations, and also in cases where the original email address used as a basis for creating the Account Identity is lost. In such cases it is not necessary to send any notification to the User.
11. The Contract will also be nullified in cases of death of the User if he is a physical person or cessation of the legal status of legal non-physical persons.
12. In each case of dissolution of a Contract, resumption of service usage requires the establishment of a new Contract. Galena Sp. z o.o. has the right to immediately delete Contracts after their establishment for those who are currently or have previously held the same or a different Account Identity and have breached or are breaching the provisions of the Regulations or clearly binding legal regulations. In such cases it is not necessary to send any notification to the User.
13. The User has the right to avail himself with the establishment of an Account Identity under the legal title, as long as he retains that title.
14. In cases where the User ceases to have the right to hold an email account which was used as the basis for establishing a contract, the User is obliged to immediately dissolve the Contract connected to the email. In cases where the User does not follow the regulation described herein, Galena Sp. z o.o. will dissolve the contract immediately upon receipt of information regarding the cessation of the User's right to that email. In such cases it is not necessary to send any notification to the User.

### **§3 PERIOD AND TYPE OF SERVICE**

1. Within the framework of the Service, Galena Sp. z o.o. allows the User to make use of the following services:
  - 1.1. Making and receiving free calls to and from other Users possessing a Smartgroschen account,
  - 1.2. Making paid calls to other Users nationally and abroad, as detailed in the Price List,
  - 1.3. Sending and receiving free Smartgroschen Messages items to and from other Users possessing a Smartgroschen account,
  - 1.4. Informing the User at all times during the binding period of the User's account Contract, on whichever device it is used (upon which the Application was run), of the Account Identity (information about which is given „contact“ the User is),
  - 1.5. Informing other Users, upon establishment by them of a Contract and for its entire binding period, which Users, with an open account and being in the telephone book of any of the User's device (upon which they have run the Application), are Users benefitting from Account Identity established upon the basis of that email.
  - 1.6. Making available to the User from the advertising server of the Galena content which is downloaded by the Application and presented on part of the Application screen.
2. Each running of the Application, including the first in relation to the email address, which is the basis for the account and generation of the Account Identity leading to automatic service provision, which, in detail, means copying names and email addresses from the electronic telephone book mentioned hereinabove in points 1.4 and 1.5, is only for the purpose of providing Service.

### **§4 SERVICE PROVISION CONDITIONS. SERVICE LIMITATIONS**

1. Galena Sp. z o.o. begins service provision at the moment of establishment of a Contract.
2. Galena Sp. z o.o. is obliged to render service within the scope and under the conditions stipulated in the Regulations and the User is obliged to follow the terms of these Regulations whilst using the service.
3. Within the scope of the service Galena Sp. z o.o. will undertake the provision of services detailed in §3 pt 1 above.

4. The Service may be used under the condition that the User has access to mobile internet or publicly accessible Wi-Fi. Galena Sp. z o.o. is not responsible for providing access to the Internet. It is necessary for the correct running of the Service, that the Internet provider allows it to run freely. In detail, the minimum data transfer speed must be maintained at 128 kbps both ways, for two simultaneous connections, with a maximum lag of 200ms. Utilisation of the Service carries data transmission costs (in accordance with the rate of the Internet service provider). Payment for data transmission within the scope of access to the Internet is made to the User's Internet service provider unless such fees have been contractually waived.
5. Allowing a third party access through a User's device on which the Application is running carries with it the possibility that said third party will be able to access the confidential telecommunication information pertaining to the User, such as connection history within the Service, as well as the ability for the third party the ability to use the Services of the User's account.
6. If the Service requires the utilisation of chosen program or contains programs to be downloaded, they may be automatically updated in the user's device where a new version or function will then become available. Some Services may allow the User to update settings automatically.
7. Galena Sp. z o.o. provides 24-hour-a-day, 7-days-a-week service throughout the whole world wherever there is access to mobile Internet capable of providing mobile telecommunication services or a publicly available Wi-Fi network.
8. The User does not have the right to use the Service for any other purpose than that for which it is intended.
9. The Application allows the User to send his „contacts“, being those people saved in the device memory or installed on the SIM card, an SMS invitation to join the Smartgroschen community (upon the establishment of a contract with Galena Sp. z o.o.). Using this feature will incur costs according to the tariff of your SMS service provider.
10. The selection on the keypad by the User, within the framework of the Application, of any combination of keys, which are not a Smartgroschen nick will not create a connection within the Service framework.
11. The selection of any emergency number (e.g. 112) within the framework of the Application will result in a lack of connection.
12. The Application does not replace common telephones (mobile or landline). The Application does not allow one to make emergency service calls. You must select an alternate communication solution in order to assure that you have the ability to complete emergency calls when in need.
13. The User clearly states understanding of the fact the Galena does not offer support or connection for emergency calls to hospital, prosecution services, medical care teams or any other emergency service. Galena does not, in any way, bear responsibility for such calls.
14. Galena reserves the right to limit connections with chosen telephone numbers according to its own discretion. This includes, among others, defined geographical locations, special numbers, satellite telephone services and other connection services.
15. The User may not:
  - 15.1. Conduct unsolicited marketing activities connected to telemarketing or facilitate such actions. Such actions include, among others:
    - 15.1.1. Engaging in calls which breach the law tackling unsolicited advertising emissions;
    - 15.1.2. Masquerading as another person or using their number, or creating a false account, for the purpose of distributing spam;
    - 15.1.3. Collecting data from internet site (including the Galena site) for the purpose of gaining telephone numbers or email addresses;
    - 15.1.4. Selling or passing on to a third party telephone numbers or email addresses of any person, or the exchange of any such information, without the express permission of the owner of such information.
  - 15.2. Engage in connections (or offer to engage in them) for the any purpose of any type which may pertain to fraud, be against the law, be slanderous in nature, be a nuisance, offensive or obscene, or in any way improper.
  - 15.3. Enter telephone numbers which are not under the direct control of the User.
  - 15.4. Propagate content which may be harmful to minors.
  - 15.5. Masquerade as another person (with the aid of a telephone number or email or any other means) or in any way falsly represent himself or the source of any telephone connection.
  - 15.6. Illegally propagate intellectual property of others or any other protected information without the express permission of the owner or license-holder.
  - 15.7. Use the Smartgroschen Service for the purpose of encroaching upon the rights of others (such as the right to privacy and respect).
  - 15.8. Support or encourage any actions which are against the law.
  - 15.9. Disturb the comfortable usage of the Smartgroschen service by other Users.
  - 15.10. Create multiple accounts which in any way breach the contract or create accounts automatically or under false pretences.
  - 15.11. Sell, sell on or pass Smartgroschen service accounts, trade in them in, or in any way use them for unauthorised commercial reasons.
  - 15.12. Modify, adapt, translate or reproduce source code of any part of the Smartgroschen service.
  - 15.13. Delete any copyright signs, brand signs or patent symbols contained within the framework of the Smartgroschen service.
  - 15.14. Reformat or place any elements within the framework of the Internet site which is part of the Smartgroschen service.
16. If your place of residence is located in a country in which offering or using the Smartgroschen service is forbidden, do not enter into the contract.

## **§5 PAYMENTS AND SERVICE DURATION**

1. Galena Sp. z o.o. provides the services described in §3 pt. 1. We are constantly changing and improving the service. We may add or remove functions and also suspend or completely stop service provision.
2. To avoid doubt, we clearly state here that Galena Sp. z o.o. does not provide access to the internet, for which your provider will typically charge.
3. Call time is measured from the moment a connection is established with the chosen number to the moment that the call is ended.
4. It is not necessary to utilise Smartgroschen Account Status during one call. Information about the Account Status can be gained after each initiation of the Smartgroschen Application and after gaining Internet connection or with the aid of the website [www.smartgroschen.com](http://www.smartgroschen.com) having logged on to the User Account.
5. Fees for conducting toll calls are taken from the Smartgroschen Account at the rate defined by the binding Price List. Having exhausted the funds in the Account Status, paid calls through the Smartgroschen Service will be blocked. The User may, if needed, fill the Smartgroschen Account by using the Smartgroschen Account Top-Up.
6. Fees are counted from the moment of connection with a chosen telephone number. For each second of connection, 1/60 of the cost per minute defined in the Price List is counted.
7. Fees for using Smartgroschen Services depend on the country to which you are connecting. In the case of some countries, calls to landlines or mobiles may vary.
8. In order to use Smartgroschen Services using a device with an Application installed upon it, it is necessary to have unbroken connection to the Internet.
9. Galena reserves the right to change fees outlined in the Price List by informing the client of this with information posted on the website [www.smartgroschen.com](http://www.smartgroschen.com) a minimum of thirty days before new charges become binding. In cases where prices are reduced, the thirty day notification period is not necessary.

#### **§6 CHANGES TO THE REGULATIONS. CHANGES TO SERVICE SUPPLIERS**

1. Information regarding changes to the regulations will be provided, with a months' notice of their implementation, at [www.smartgroschen.com](http://www.smartgroschen.com).
2. In case of dissolution of the service provision contract, Smartgroschen may send three Smartgroschen messages to the User or three emails (to the email address which acted as the basis for the generation of the Account Identity) informing Users of the possibility of continuing to utilise the technologies provided up to that time under the Smartgroschen brand, called the Service, but through a different supplier to Galena Sp. z o.o., which will be outlined in the communication. In such a situation the aforementioned party will engage in the establishment of a contract for the provision of such services directly after the dissolution of the current Contract. The establishment of a contract with such a party will be possible by running the Application after the dissolution of the current Contract, resulting in the generation of an account. The regulations pertaining to service provision by a new party will be available via the link displayed on the Application screen as well as on the website [www.smartgroschen.com](http://www.smartgroschen.com).
3. Information about a change of telecommunication service provider for the Smartgroschen Internet telephone technology, as well as regulations for the new party providing service, will be available at [www.smartgroschen.com/page/terms](http://www.smartgroschen.com/page/terms).

#### **§7 LIABILITY. CAUTIONS**

1. In relation to the character of Service rendered, Galena Sp. z o.o. does not bear liability for:
  - 1.1. breaks in the provision of Service as a result of problems with connection to the Internet,
  - 1.2. not meeting the given deadline for the commencement of service provision.
2. Galena Sp. z o.o. is not liable for incorrect configuration of the Application, other programs or devices used by the User.
3. Galena Sp. z o.o. is not liable for content shown within the framework of the Service for which it is not the initiator of the transmission, does not select the recipients of the communication or does not delete or modify the content which is the subject of the transmission. The above also includes automatic and short lasting content indirectly sent to the User if such transmissions are for the exclusive purpose of conducting a communicative transmission and the data is not stored for longer than is usual in circumstances essential to the realisation of such transmissions.
4. Galena and its suppliers and distributors make no concrete promises connected to the services, other than those clearly stated herein in these conditions and the additional conditions. For example, we do not stipulate our obligations within the scope of content found within the service, concrete functions, reliability or services available, or likewise the ability for these to fulfill the needs of the User. Services are rendered "as found".
5. In certain jurisdictions it is necessary to give certain guarantees; for example, a guarantee of the estimated trading value, fitness for intended purpose and that the law is not broken. Within the scope allowed by the law, we invoke the right not to give any guarantees.
6. In cases of using the Service, the safety guarantee of communication depends on the level of security provided by a given Internet service provider. Specifically, in cases of using publicly accessible Wi-Fi networks, the User making use of the Service in such networks should be aware of the real possibility that calls may be tapped by an unauthorised third party. The technical means provided by the service provider Smartgroschen do not guarantee the security message content within the service framework. Transmission of electronic content of telephone lists is made by encoded connection. To a certain extent, the technical development of Galena Sp. z o.o. will demand an increase in the security of message communication.

7. The act of installation of the Smartgroschen Application on a Device and/or the establishment of a Smartgroschen Account, by a physical or legal person or an institution not having a legal identity, is taken as acceptance of the terms of the Regulations.
8. Galena bears liability for lack of or improper functioning of the Smartgroschen Service, unless the lack of function or improper functioning is as a result of force majeure or the fault of the User, specifically as a result of breach of the Regulations.
9. In cases of lack of function of the Smartgroschen Service, Galena is liable to the User for the damages incurred by the User, with the exclusion of lost benefits and according to the terms outlined hereinbelow.
10. The maximum level of contractual penalty in the case of the User of a Smartgroschen Account (that being a one using the Smartgroschen Service in the method outlined in par. 3 pt.1.2 of the Regulations) cannot exceed the average monthly value of Smartgroschen Service usage for the Smartgroschen Account to which the claim pertains, for the entire period of existence of the Smartgroschen Account, but not exceeding more than 500 Euro in total for all motions for reclamation lodged by a single User within the preceding 12 month period.
11. Payment of contractual penalties is made on the basis of a reclamation motion lodged by the client and approved by Galena.
12. Galena is not liable for the inability to connect or poor connection quality resulting from issues for which the Internet operator of the network with which the User is attempting to establish a connection with the Smartgroschen Service is responsible.
13. Galena does not bear responsibility for results of access to the Smartgroschen Service by unauthorised persons as a result of theft, disclosure or interception of the Device and/or login and password to the User's Smartgroschen Account.
14. If it is allowed by law, Galena and its suppliers and distributors do not bear liability for lost profits, income or data, financial losses, indirect, detailed, secondary or moral damages or damages under the title of moral losses.
15. In no case will Galena its suppliers or distributors bear liability for any losses or damages which could not be predicted by justifiable means.

#### **§8 DATA STORAGE. TELECOMMUNICATION CONFIDENTIALITY. MATERIALS BELONGING TO THE USER.**

1. Galena Sp. z o.o. is obliged to protect and respect the privacy of Users in accordance with the Privacy Policy available at [www.smartgroschen.com/page/policy](http://www.smartgroschen.com/page/policy).
2. Galena Sp. z o.o. guarantees that it will abide by telecommunication confidentiality law, specifically pertaining to the confidentiality of information provided whilst using the Service, personal User data, transmission data, circumstances and type of connection, and also any such information about the Service, except in cases where the disclosure of information in whole or in part is allowed or required by law.
3. Protected data will be stored by Galena Sp. z o.o. or an authorised party, in accordance with legal regulations, for purposes related to the provision of Services (including for considering reclamations), assuring the execution by such authorised parties of their responsibilities concerning data protection, your security and safety and public order when undertaking duties resulting from the running of the private enterprise Galena Sp. z o.o.. Protected data will also be stored by Galena within the scope and timeframe defined in the distinct agreement given by the client. Galena Sp. z o.o. stores said data for a period essential to the provision of Service, investigation of claims and fulfillment of legal obligations, or for any other time agreed with the User. The scope of Transmission Data and other data stored concerning the User depends upon the type of Service provided to the User and User activity within the Service.
4. Some features allow the User to send content. The User retains all rights to this content as intellectual property. In short, they remain the property of the User. By sending material the Service in any manner, the User gives Galena (and its contractors) a worldwide license to use, grant access to, store, reproduce, modify, send, publish, publicly present and propagate such materials, as well as to use them as a basis for creation (for example, by translation, adapting or making other changes for the purpose of assure better Service usage). The User, within the framework of the license, gives limited rights including retention, promotion and improvement of the Service, as well as new creations. The license remains valid even after the User stops using the Service. In some Services there may be existing methods allowing one to gain access to, and to delete, displayed content. The User must have the inarguable right to grant the above license for all materials sent to the Service.

#### **§9 CUSTOMER SERVICE. CONTACT.**

1. The supplier provides a free service to the user through the CSC, within the following scope:
  - 1.1. Provision of information to the User pertaining to the Contract,
  - 1.2. Acceptation of reclamation,
  - 1.3. Passing on information to the User from concerning the Service, and usage of the Application and devices related to the functioning of the Application,
  - 1.4. Giving information to the concerning advertising displayed on the the Application screen.
2. Galena Sp. z o.o. may be contact electronically by choosing the „Report problem” option in the Application menu or via the contact form on the website at [www.smartgroschen.com](http://www.smartgroschen.com)
3. Upon encountering system failure or connection problems (other than those related to the Internet connection), the User should immediately report them to the Customer Service Centre with the aid of the contact form accessible at [www.smartgroschen.com](http://www.smartgroschen.com)
4. The Customer Service Centre assures the User advice and explanation, as well as assistance in resolving technical problems concerning the Smartgroschen Services.

## §10 RECLAMATION

1. The User has the right to request reclamation concerning the lack of function or improper function of the Smartgroschen Service and in cases where the fees payable within the Smartgroschen Service have been miscalculated.
2. Claims should contain:
  - a. The name and surname, name and living address or name and business seat address of the User;
  - b. A description of the subject of the claim and claim period;
  - c. A presentation of the circumstances justifying the claim;
  - d. The email address to which the active account is registered;
  - e. The amount of damage or loss – in cases where the User is demanding that they be reimbursed;
  - f. The bank account number or correct address to which reimbursement of damages or loss should be made, or the number of the Smartgroschen Card or Smartgroschen Account (if the User agrees to the reimbursement of damages or loss in the form of a top-up to the Smartgroschen Card or Account) – in cases where the User demands reimbursement;
  - g. Claimants signature – in cases where claims are made in writing.
3. In cases where the claim is in written form or using remote communication, including in electronic form, Galena is obliged, within 14 days of receiving the claim, to confirm receipt in written form with a given name, address and telephone number of the individual at Galena who is to deal with the claim.
4. Regulation 3 does not apply in cases where an answer has been given within 14 days of the claim being made.
5. In cases where the claim does not fulfill the requires outlined above in reg. 2 pt. a-d, f or g, Galena, acknowledges that is essential for the correct handling of claims for the User to complete certain components, and will immediately contact the client and a completion deadline of not less than 7-days and outline the scope of information that needs to be provided with the information that if this is not fulfilled with the given period the claim will not be handled. After the aforementioned deadline has lapsed, claims will not be handled.
6. Claims may be made:
  - 1.1. In writing to the following address:

Galena Sp. z o.o.  
ul. Świątokrzyska 2  
44-100 Gliwice,  
With the addressee: "Smartgroschen Customer Service Centre";
  - 1.2. Electronically, if no such technical issues impair this, via the problem report form available at [www.smartgroschen.com](http://www.smartgroschen.com).
7. Claims may be made within 12 months of the date on which the Smartgroschen Service lost function or functioned improperly or from the day when the fees payable within the Smartgroschen Service were miscalculated.
8. Claims made after the deadline stated above in pt. 7 will not be handled and Galena will immediately inform the User of this.
9. If the claim does not contain a defined amount, as mention hereinabove in pt. 2 sub-point. e, and the right to damages or compensation is irrefutable, Galena will treat the claim as if the amount was defined.
10. Galena is obliged to handle and promptly deal with claims and a give written reply to the claimant within 30 days of receiving the initial communication. If a claim report is not handled within 30 days, it should be assumed that it is under consideration.
11. A claim response should contain:
  - a. The name of the individual handling the claim at Galena;
  - b. An explanation of the legal basis;
  - c. Claim approval or rejection settlement;
  - d. In cases where there is an agreement to pay damages or other dues - a description of the amount and the date by which they will be paid;
  - e. Instruction regarding exhaustion of the reclamation procedure and of the right to take legal action and, in cases where the claimant is a consumer, of the right to legal mediation or deferment to the Court of Consumer Arbitration of the President of the Department of Electronic Communication, that being the process mentioned art. 109 and 110 of Telecommunication;
  - f. the signature of the authorised person representing Galena, along with the position held by that individual.
12. In cases where claims are rejected in whole or in part, the response should additionally contain a factual and legal justification for the refusal and be delivered by registered post to the User.

## §11 FINAL RESOLUTIONS

1. The Contract is established under the laws of the Polish Republic.
2. Internet usage always carried with it the risk of being attacked by hackers and the possibility of the User's system being infected by a computer virus.
3. You will incur additional costs, whatever they may be, if you use the Galena services through the Application they provide whilst in country which is not connected to your homeland and covered by the mobile telephone network operator ("Roaming fees). Roaming fees are additionally calculated in relation to all fees and may be incurred whilst connecting to the Galena service when abroad.

4. In order to establish a Contract and make use of the Service, the User must fulfill the minimum technical requirements concerning equipment and programs. An essential condition is the use of a capable smartphone or tablet with Internet access within the framework also the necessity to install and run the Application, as well as
  - 4.1. an OS 4.0 platform or higher (for an iOS system) or
  - 4.2. 2.1 platform or higher, a minimum 800Mhz processor, a minimum of 512 MB of memory (for an Android system).
5. The User may not, within the scope of the Contract, deliver anyone any content of an illegal nature.
6. Without the express permission of the Smartgroschen Supplier the User cannot commit a transfer/cessation of any rights or duties of the contract.
7. The User is obliged to keep all Smartgroschen data confidential and to make all reasonable efforts in order to stop authorised third parties from gaining access to such data.
8. If a User grants an unauthorised third party access to Smartgroschen account identity data (e.g. login and password), the User bears full liability for the actions or omissions connected to the Smartgroschen Service committed by the third party. In cases where a third party has gained unauthorised access to a Smartgroschen account in a way other than being granted access by the User, the User will bear responsibility for all actions undertaken by the third party up to the moment that Galena receives a written or telephone report demanding that the Smartgroschen Service be blocked in connection to the loss of Smartgroschen Account Identity data.
9. The User is obliged to bear charges for all connections made using the Smartgroschen account, also when such account usage took place without the User's consent. Moreover, the User is obliged to immediately inform Galena of suspected or actual crimes committed as a result of using the Smartgroschen account without the User's consent.
10. Galena, at the written request of the User, will deliver, within a 14 (fourteen) day deadline, a detailed breakdown of all calls made, at the cost of 5.00 EURO + VAT per printed page. In order to receive a detailed breakdown of call, in the User's written application mentioned previously, there must be the email address to which the Smartgroschen Account is registered. Fees are taken from the Smartgroschen Account to which the balance applies. In justifiable cases, at the User's request, Galena may waive fees for detailed breakdown of calls. Fees are also not payable concerning reimbursement of claims.
11. The service requires the utilisation of a downloaded program (application) and it may be automatically updated on the user's device when new versions or functionality are released. Some Services may allows the User to use automatic update settings.
12. Galena has the right to suspend Smartgroschen Service provision in cases of breach of these regulations or binding legal acts by the User.
13. Matters not covered by these regulations should be dealt with in accordance with the appropriate articles of Polish law, specifically the Civil Codex and Telecommunication Law, as well as European Union Directives.
14. Galena retains the right to change these Regulations for valid reasons. All changes to the Regulations will be published, with at least 30 days' notice, on the Internet site [www.smartgroschen.com](http://www.smartgroschen.com).
15. Cases initiated and not solved before the Regulations become binding will become covered by the Regulations.
16. The regulations are binding from November 4, 2013