

TERMS AND CONDITIONS OF USING THE QMS.EVERYWHERE MOBILE APP

§1. GENERAL PROVISIONS

1. These Terms and Conditions set out the terms and conditions for the use of the QMS.Everywhere Mobile App, which enables the User the provision of Services.
The Terms and Conditions are available on the website at www.qmspro.pl and in the App.
2. The Operator of the QMS.Everywhere Mobile Application is QMS SP. Z O. O., address: ul. Bieszczadzka 3, 03-156 Warszawa, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Department of the National Court Register under the number KRS 0000666868, NIP: 5242823788, REGON: 366718113.
3. Operators e-mail address: bok@qmspro.pl

§2. DEFINITIONS

1. **Mobile App QMS.Everywhere (App)** – an app enabling Users to generate electronic tickets in the QMS Profi (Electronic Ticket) customer traffic management system and confirming appointments made via the Internet (Confirmation of Visit) and showing them to the Customer Service Employee at the premises of Customer. The app is free and can be downloaded via the App Store or Google Play.
2. **Mobile device** – a device with operating systems: Android (from version 4.2), iOS (from version 8.0), and Windows Phone (from version 8.1) or Windows 10 Mobile, enabling installation of software dedicated for the above listed operating systems (for example, mobile phone, tablet).
3. **User** – a person using the App.
4. **Customer** – an entity with the QMSProfi queue management system installed, whose supplier is QMS SP. Z O.O., in version 3.0 or later, having the rights to use the Mobile App
5. **Services** – functionalities available in the App, which include: Electronic Ticket and Confirmation of Visit.
6. **Range of App** – the area defined by Customer near the facility where generating an Electronic Ticket or Confirmation of Visit is possible.
7. **Electronic Ticket** – functionality that allows generating and showing ticket in the queue management system to the customer service employee.
8. **Confirmation of Visit** – functionality that allows confirming an appointment made electronically via the Internet.
9. **Operator of App (Operator)** – QMS SP. Z O. O., address: ul. Bieszczadzka 3, 03-156 Warszawa, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Department of the National Court Register under the number KRS 0000666868, NIP: 5242823788, REGON: 366718113, e-mail address: bok@qmspro.pl.
10. **Terms and Conditions** – this document regulating the terms and conditions of using the App. Acceptance of the provisions of the Terms and Conditions and the fulfillment of the conditions set out herein constitute the basis and condition for the User to use the App.

§3. GENERAL TERMS OF USE OF THE APP

1. The terms and conditions for using the App by Users are:
 - a. having the status of a natural person in accordance with the Polish Civil Code,
 - b. being 13 years old or older,
 - c. installing the QMS.Everywhere Mobile App on the Mobile Device, after downloading it via the Internet,
 - d. acceptance of the Terms and Conditions of the App by the User.

2. Downloading and using the App is free of charge.
3. Downloading the App via the Internet to a Mobile Device and using the App is associated with the use of data transmission (Internet) at the rates of the telecommunications network operator providing services to User.

§4. RIGHTS AND OBLIGATIONS OF PARTIES

1. The rights and obligations of the Operator are as follows:
 - a. The Operator provides continuous access to the Services via the App.
 - b. The Operator shall not be liable for damages suffered by the User caused by a malfunction of the Mobile Device on which the User uses the App, as well as incorrect functioning of interfaces or telecommunications links not owned or managed by the Operator.
 - c. The Operator reserves the right to change the technical functions and content of the App. The Operator has the right to undertake maintenance as well as to repair, prevent damage or modify and develop the functionalities offered as part of the App; however, if possible, the Operator will perform the operations mentioned above outside business hours of the Customer's facility. The Operator will endeavor to inform the Users about the planned operations referred to above in advance. The Operator is not responsible for the lack of access to the Services via the App caused by the operations referred to above.
 - d. In the event of reasonable suspicions by the Operator that the App is used by the User for purposes other than those resulting from its functionality, misused or used contrary to the provisions of law or the Terms and Conditions, the Operator has the right to block access to the App for such a User. In such cases, the User is required to cooperate with the Operator to clarify the situation.
2. The rights and obligations of the User:
 - a. The User is obliged to use the App for purposes consistent with the purpose of the functionalities provided in it, as described in the Terms and Conditions;
 - b. It is prohibited for the User to provide illegal content via the App.

§5. INSTALLATION OF THE APP

1. Użytkownik pobiera Aplikację i dokonuje jej instalacji na Urządzeniu Mobilnym.
2. Instalacja aplikacji nie wymaga podawania danych Użytkownika.
3. Przed pierwszym uruchomieniem Aplikacji konieczna jest akceptacja treści Regulaminu.

§7. FUNCTIONALITY ELECTRONIC TICKET

1. Access to the Electronic Ticket functionality requires enabled location service on the Mobile Device of the User and being in a place covered by the Range of the App.
2. The Electronic Ticket functionality enables the User to generate a ticket via App in the queue management system installed at the Customer.
3. The generated ticket will be available in the App, in the dedicated "Active tickets" tab.
4. A list of generated tickets that were used(served) and/or expired will be available in the "Expired Tickets" tab.
5. When the User is called to a service desk, a notification of the call is sent to the Mobile Device of the User along with the number of the desk to which he should go.
6. The User is obliged to show the generated ticket to a customer service employee.
7. Displaying the notification of the call does not depend on whether the mobile app is currently open.

§8. FUNCTIONALITY CONFIRMATION OF VISIT

1. Access to the Confirmation of Visit functionality requires enabled location service on the Mobile Device of the User and being in a location covered by the Range of the App.
2. The Confirmation of Visit functionality allows the User to confirm an appointment previously made via the website of the Customer.
3. Confirmation of the visit should take place no later than 10 minutes before the scheduled meeting time.
4. To confirm the visit, it is necessary to enter the reservation code which the User received after appointing the visit via the website of the Customer.
5. After confirming the visit, the User receives an Electronic Ticket.
6. The generated ticket will be available in the App, in the dedicated tab 'Active tickets'.
7. The User is called to the service desk at the appointed time. A notification of the call is sent to the Mobile Device of the User along with the desk number to which he should go.
8. The User is obliged to show the generated ticket to a customer service employee.
9. Displaying the notification of the call does not depend on whether the mobile app is currently open.

§11. PROCESSING OF PERSONAL DATA

1. In the types of cases defined by the Customer, it may be necessary to provide personal data of the User when using the Services.
2. The Administrator of provided personal data is the Customer (data administrator).
3. For the purposes of providing the Services - the data administrator may process the following personal data of the User:
 - a. first and last name,
 - b. mobile phone number;
 - c. e-mail address;
 - d. VIN number;
 - e. PESEL number.
4. Providing the above-mentioned personal data is voluntary but necessary to provide the Services. These data will be processed in the verification process by a customer service employee (a customer service employee will check the compliance with submitted documents).
5. Personal data are processed solely for the purpose of proper provision of the Services in accordance with the Act of July 178, 2002, on the provision of electronic services (Journal of Laws of 2017, item 1219, as amended), and these Terms and Conditions.
6. The personal data of the User are processed in compliance with the security principles required by the Act of May 10, 2018, on the protection of personal data (Journal of Laws of 2018, item 1000).
7. Users have the right to access their personal data, the right to request rectification of their data, deletion, limitation of personal data processing, and the right to transfer their personal data.
8. If the user wants to exercise his rights or has any questions about the protection of personal data, he can contact the Operator via the following e-mail address bok@qmspro.pl.
9. Any communication may lead to the disclosure of certain information about the User. Moreover, any information that the User makes public will be publicly available to other people. The Operator is not responsible for the use of someone else's personal data by User or for the actions of third parties to whom the User has provided or shared his data or content.

§12. COMPLAINTS

1. Complaints regarding the use of the Mobile App may be submitted by Users via e-mail sent to the e-mail address: bok@qmspro.pl or by traditional mail to the address **Bieszczadzka 3, 03-156 Warszawa**;
2. Each complaint should contain:

- a. phone number of the User
 - b. address of the User
 - c. first and last name of the User
 - d. date and time of using the Service
3. Complaints submitted anonymously, without the possibility of clearly identifying the person submitting the complaint and the product, shall be left without consideration.
 4. Response to complaints shall be provided in writing by e-mail or traditional mail. The response is given without undue delay, no later than 30 days from the date of receiving of the complaint.
 5. If the response to the complaint is not satisfactory, the User has the right to appeal against the position presented by sending an e-mail notification to the e-mail address: bok@qmspro.pl or by traditional mail to the **Bieszczadzka 3, 03-156 Warszawa**.

§14. FINAL PROVISIONS

1. The Operator reserves the right to unilaterally amend or supplement the Terms and Conditions at any time.
2. In matters not covered in the Terms and Conditions, the relevant provisions of generally applicable law in the Republic of Poland shall apply to the Agreement.