

Regulations of the Website www.audytseo.wenet.pl

Article 1

Introduction

1. These Regulations govern the rules and way of using the Website www.audytseo.wenet.pl, owned and published by WeNet Group Spółka Akcyjna (WeNet Group S.A.) with its registered office in Warsaw at ul. Postępu 14 A, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Commercial Division, KRS (National Court Register number): 0000681163, with a share capital of PLN 5,000,000.00. The rules contained in these Regulations are without prejudice to the rules concerning other services or products available in the offer of WeNet Group.
2. The website www.audytseo.wenet.pl allows Users to analyse only publicly available source codes of selected websites in order to determine the degree of optimisation of a given website in terms of the effectiveness of its search on the internet.
3. The legal framework for the processing of data of natural persons using the website (Users) by WeNet Group is specified in the following acts:
 - a. Regulation (EU) 2016/679 of the European Parliament and of the Council 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 - hereinafter referred to as the GDPR;
 - b. The Act of 18 July 2002 on the provision of electronic services - hereinafter referred to as APES.

Article 2

Definitions

1. **User** - any natural person who uses the services offered by the Website via the internet.
2. **Defined User** - a User who has sent his/her personal data to WeNet Group via the 'Optimise Your Website' Form or the live chat tool.
3. **WeNet Group/Service Provider** - the company WeNet Group S.A. with its registered office in Warsaw, referred to in Article 1.
4. **Analytical Software** - software used by the Website, enabling the User to conduct SEO Audit, belonging to WeNet Group and protected under the Act 'on copyright and related rights' of 4 February 1994.
5. **Website** - the website available at the address www.audytseo.wenet.pl located on the WeNet Group server, containing:
 - a. Analytical software;
 - b. The 'Optimize Your Website' form that enables the User to receive an SEO Audit Report in the form of a PDF file and to establish a commercial contact with WeNet Group;
 - c. Live chat tool enabling direct written contact with WeNet Group consultants from 8am to 4pm and off-line contact from 4pm to 8am;
 - d. Live chat tool enabling direct contact with WeNet Group consultants by phone from 8am to 4pm and off-line contact from 4pm to 8am.
 - e. The Contact button takes the User to the wenet.pl website and enables contact via the contact forms on the landing page, in accordance with the Regulations of the wenet.pl website.
6. **Commercial information** - a message sent by e-mail containing the SEO Audit Report in PDF format and information concerning the implementation of SEO Services with respect to the websites managed by the User for which an SEO Audit was performed. The User agrees to receive Commercial Information by completing the Contact Form.
7. **SEO Audit/Report** - analysis of the publicly available source code of a single website selected by the User, in order to determine the degree of optimisation of the website in terms of the effectiveness of its search on the internet.

8. **SEO Audit Report/Report** - the result of the audit presented to the User on the screen of his/her end device or sent to the User at his/her request by e-mail in the form of a PDF file. The SEO Audit Report in the form of a PDF file contains more information than the SEO Audit Report presented on the screen of the end device, including substantive descriptions of each Audit criterion checked.
9. **End device** - computer, tablet or telephone connected to the internet, used by the User.
10. **SEO services** - services provided by WeNet Group, consisting in optimisation of websites in terms of increasing the effectiveness of their search on the internet.
11. **Cookies** - text files containing IT data. Cookies are mostly used in case of counters, surveys, online shops, pages which require logging in, advertisements and to monitor the activity of visitors.
12. **Regulations** – these Regulations of the Website available at: www.audytseo.wenet.pl.

Article 3

Types and scope of Services provided electronically to Users

1. As part of the Website, WeNet Group provides the Users with the following Services free of charge:
 - a. Performing an SEO Audit with displaying the Report on the End Device screen;
 - b. Performing an SEO Audit with sending the Report in PDF format to the User's e-mail address indicated by him/her in the Contact Form along with the initial Commercial Offer for the SEO Service;
2. The website does not sell SEO Services directly. The implementation of SEO Services by WeNet Group takes place on the basis of agreements concluded with customers outside the Website.

Article 4

Terms of use of the website

1. WeNet Group authorises the User to use the Website and perform an SEO Audit only to a limited extent, resulting from the provisions of these Regulations.
2. The technical conditions for using the Website are:
 - a. internet access,
 - b. a web browser installed on the end device, for example one of the following: Firefox, Chrome, Safari, IE, Opera, updated to the latest version.
3. All rights to the Analysis Software are vested in WeNet Group.
4. By using the Website, the User does not acquire any rights, in particular copyrights or licenses, to the content contained on the Website, which remain the property of WeNet Group and its counterparties. The Analytical Software may not be downloaded electronically by the User or used to submit any commercial offers to third parties.
5. The User is not entitled to provide third parties with free or paid reports generated by the Analytical Software. The User is also not entitled to generate queries through the software and to perform reverse engineering operations against the mechanism of the Analytical Software to distribute in any form the Reports obtained in this way in part or in whole.
6. The rights to works, trademarks and Analytical Software made available on the Website are owned by WeNet Group or third parties. If the rights in question are vested in third parties, WeNet Group presents works, trademarks and databases on the Website on the basis of relevant contracts concluded with these persons, in particular license agreements and agreements for the transfer of proprietary copyrights, or on the basis of legal regulations applicable in this regard.
7. Commercial information sent to the Defined User does not constitute an offer within the meaning of the Civil Code. It constitutes merely an invitation for the User to submit a request for quotation to WeNet Group or authorize WeNet Group to establish commercial contact with the User.

8. It is forbidden for Users to post illegal content, content contrary to decency and infringing the rights of third parties using the Website's communication tools.
9. WeNet Group reserves the right to introduce restrictions on access to the Website without giving any reason, in particular against Users who violate the rules of using the Website.
10. WeNet Group reserves the right to temporarily suspend the provision of Services in connection with the modernisation or reconstruction of the Website or maintenance works of the ICT system.
11. WeNet Group is not responsible for interruptions in the provision of Services resulting from reasons beyond its control, in particular force majeure.

Article 5

Conditions for concluding and terminating an agreement with WeNet Group for the provision of Services by electronic means

In the case of each Website User, conclusion and termination of the agreement for electronic provision of Services shall take place each time the Website content is viewed and Services available to the User are used.

Article 6

Liability

1. WeNet Group shall not be liable:
 - a. for the Defined User's provision of data inconsistent with the actual state of affairs, incomplete or outdated;
 - b. for damage caused by the User providing the information referred to in section 2 in the live chat tools.
2. Each User is fully responsible for breaking the law or for damage caused by his/her actions on the Website, in particular by providing false data, disclosing a legally protected secret or other confidential information, violating personal rights or intellectual property rights of third parties.
3. WeNet Group shall not be responsible, in particular in terms of compensation, towards any User for any losses resulting from incorrectness, outdatedness or quality of data contained in SEO Audit Reports.
4. WeNet Group is not responsible for the actions of third parties or any Users who use the SEO Audit Reports in a manner inconsistent with the rules of using the Website.
5. In no event shall WeNet Group be liable for any damage or viruses that may infect any User's equipment while using the Website, and in particular in connection with downloading any materials, files, text, photos, graphics, audio or video from it.

Article 7

Statistics

WeNet Group reserves the right to collect and process anonymous statistics on Users in order to learn about their preferences and assess compliance with the rules of using the Website and the Regulations. The above data does not constitute personal data within the meaning of applicable law and is not subject to protection provided for therein.

Article 8

Provisions regarding cookies

1. WeNet Group informs that when using the Website, short text information called cookies is saved on the User's end device. Cookies contain such IT data as: the name of the website they come from, the storage time on the User's end device, recording parameters and statistics and a unique number. Cookies are directed to the Website server via a web browser installed on the User's end device.
2. Cookies are used on the Website for the following purposes:

- a. maintaining the technical correctness and continuity of the session between the Website server and the User's end device;
 - b. optimisation of the use of the Website by the User and adjustment of its display on the User's end device;
 - c. ensuring the safety of using the Website;
 - d. collecting statistics on visits to the Website supporting improvement of its structure and content;
 - e. displaying advertising content on the User's end device optimally tailored to his/her preferences.
3. The Website uses two types of cookies: session and persistent. Session cookies are files that are automatically deleted from the Website User's end device after logging out of the Website or after leaving the Website pages or after turning off the web browser. Persistent cookies are stored on the User's end device within time specified in the parameters of the cookies or until they are deleted by the User. Persistent cookies are installed on the User's end device only with his/her consent.
4. WeNet Group informs that:
- a. by default, web browsers accept the installation of cookies on the User's end device. Each User of the Website can, at any time, change settings concerning cookies in the internet browser used by him/her in such a way that the browser automatically blocks cookies or informs the User about placing them on his/her end device each time. Detailed information on the possibilities and methods of handling cookies is available in the settings of the web browser used by the Website User;
 - b. limiting the use of cookies by the User may adversely affect the correctness and continuity of the provision of Services on the Website.
5. Cookies installed on the Website User's end device may be used by advertisers or business partners cooperating with WeNet Group.
6. The content of cookies does not allow to identify Users. Cookies may be regarded as personal data only in connection with other data providing identification made available to WeNet Group by Users while using the Website.
7. Only WeNet Group has access to cookies processed by the Website server.

Article 9

Rules for the processing of personal data

1. WeNet Group SA with its registered office in Warsaw, at ul. Postępu 14 A, 02-676 Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Economic Department of the National Court Register, KRS (National Court Register number): 0000681163, with a share capital of PLN 5,000,000.00, is the data controller within the meaning of the provisions of the GDPR:
 - a. Defined Users, in terms of data made available to WeNet Group in the Contact Form or by using live chat tools, i.e. name, surname, name and VAT of the represented company, e-mail address, fixed or mobile telephone number, content of correspondence conducted with WeNet Group by using live chat tools and cookies files connected with data unambiguously identifying the identity of the Registered User.
2. Data of Defined Users is processed:
 - a. for the purpose of rendering electronic services by WeNet Group, referred to in these Regulations, within the meaning of Article 6(1)(b) of the GDPR and on the basis of consent granted pursuant to Article 6(1)(a) of the GDPR, which may be withdrawn by the subject at any time, without affecting the legality of processing performed on the basis of consent before its withdrawal.
 - b. for the purpose of marketing activities of WeNet Group within the framework of legally justified interest of the controller pursuant to Article 6(1)(f) of the GDPR in accordance with the statements of will of the Customer concerning

data processing and marketing communication specified in the GDPR and in the Act on the provision of electronic services and the Telecommunications Law. Consent granted to WeNet Group within the scope of the above-mentioned marketing communication may be withdrawn by the Customer at any time, without affecting the legality of processing performed on the basis of consent before its withdrawal.

- c. for the purpose of fulfilling the legal obligations of the WeNet Group towards the data subject specified in the GDPR, within the meaning of Article 6(1)(c) of the GDPR referred to in section 6 below.
4. The data of Defined Users may be made available at the request of authorised state authorities. In addition, cookies relating to it may be made available to advertisers and business partners cooperating with WeNet Group.
5. Data made available by a Defined User are processed by WeNet Group until the User withdraws consent for marketing communication referred to in section 2(b). In addition, the Data of Defined Users is processed for the period required by WeNet Group to perform and document the legal obligations imposed by the provisions of the GDPR towards Users and Registered Users, referred to in section 6.
6. Every entity whose data is controlled by WeNet Group shall have the right to request WeNet Group to access, rectify, delete or restrict processing of the data to which it relates and the right to object to processing, as well as the right to data portability.
7. Contact with the Data Protection Officer of the WeNet Group: Agnieszka Sawicka, iod@wenet.pl.
8. Every User whose data is controlled by WeNet Group has a right to lodge a complaint to the President of the Personal Data Protection Office.
9. WeNet Group processes personal data in ICT systems, access to which is strictly limited. WeNet Group uses technical and organisational measures to ensure the security of personal data processed on the Website, including protection against disclosure of data to unauthorised persons. ICT systems and procedures used by WeNet Group are regularly monitored in order to detect possible threats.

Article 10

Complaint procedure

1. Complaints concerning the functioning of the Service and questions on the use of the Service should be sent to the e-mail address: dok@wenet.pl. The complaint should contain the data of the person lodging the complaint (name, surname, address) and the justification for the complaint.
2. WeNet Group will consider the complaint within 30 calendar days from the date of its receipt and will immediately inform the User by e-mail about the method of its consideration. In a situation where the information provided in the content of the complaint needs to be supplemented, the time for considering the complaint may be extended.
3. The User has no right to appeal against the content of the reply to the complaint.

Article 11

Final Provisions

1. By using the Website, the User accepts the content of these Regulations.
2. WeNet Group reserves the right to unilaterally amend the provisions of these Regulations at any time by publishing the current version on the Website.
3. The rules of using other websites of the Service Provider are regulated by separate regulations published on these websites.
4. In matters not regulated herein, the provisions of the Polish law shall be applicable.
5. For the settlement of disputes arising from the provision of the Services specified in these Regulations, the competent court is the common court of the registered office of the Service Provider.

6. Users have guaranteed access to these Regulations at any time, via the link on the main page of the Website, in a form that allows it to be downloaded, saved and printed.
7. These Regulations come into force on the date of publication on the Website.

The regulations are valid from 01.10.2021