

BIG DATA RynekPierwotny.pl – statute – October 2021

I. Definitions

§ 1

In these Terms of Use bigdata.RynekPierwotny.pl, hereinafter referred to as the "**Terms of Use**", the following terms shall be understood as follows:

1. „**Website**” - the main website <https://bigdata.rynekpierwotny.pl> and its subpages,
2. "**Publisher**" - the owner of the Website, i.e. Property Group Sp. z o.o. with its registered office in Warsaw (02-627), Adama Naruszewicza 27 st. locale 101, entered into the Register of Entrepreneurs of the National Court Register under the number KRS 0000335123, whose registration files are kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, share capital PLN 50 000, NIP 5213538080, REGON: 141961782, e-mail: biuro@rynekpierwotny.pl,
3. „**User**" - a natural person, an organisational entity with no legal personality or a legal person who has concluded an agreement with the Publisher for creating an Account or undertakes activity on the Website in order to conclude the aforementioned agreement,
4. „**Partner**” - a natural person, a non-legal organizational entity or a legal person who already cooperates with the Publisher on the basis of an agreement other than an agreement to create an Account, for instance a developer or an advertising agency,
5. „**Account**” - a User account established by the User on the Website in accordance with the rules specified in the Terms of Use,
6. „**Sole entrepreneur**” - a natural person who enters into a contract with the Publisher as directly related to their business activity, when the content of that contract indicates that it is not of a professional nature for that person.

II. General terms

§ 2

1. The Terms of Use define the rules for rendering services by the Publisher to the Users electronically, which consist in enabling them to:
 - a. to create an Account,
 - b. to obtain, after creating an Account, access to:
 - i. aggregated statistical data on the real estate market in Poland presented on the Website;
 - ii. additional reports on the real estate market.
2. Information, including data from the Website, may be used by Users within the scope specified in § 12 of these Terms of Use.

§ 3

In order to use the Website, it is not necessary for the User's computer or other device to meet any specific technical requirements. The following is sufficient: access to the Internet, possession of an e-mail address and a standard operating system and the latest version of one of the standard web browsers.

§ 4

In order to properly use the Account, it is required to enable the so-called essential cookies in a web browser. This group of cookies is used to maintain the User session after logging into the Account. It is then possible to delete them through the appropriate options available in the web browser or through other software. Detailed information concerning cookies is contained in Part III of the Website Privacy Policy.

§ 5

The User can only possess one Account on the Website

§ 6

It is prohibited to take any actions aimed at interfering with the Website software.

§ 7

It is prohibited to add to the Website any unlawful content, i.e. content that violates the applicable laws, rules of social conduct or personal rights of third parties.

III. Creating an Account

§ 8

1. In order to create an Account, the User should click the "Register" button and then fill out the form, which will be displayed, providing the following: e-mail address and password. Then click the "Register" button and proceed to the next step, which is triggered by clicking the "request access to Big Data" button. In the form that appears, you need to indicate whether you are a Journalist or a Developer, or whether you do not belong to either of these groups, and provide your phone number. After completing the form, click the "Request access" button. It is forbidden to include unlawful content in the form.
2. The above form constitutes an offer by the User to the Publisher to enter into an agreement to create an Account.
3. The further part of the process of creating an Account is different for:
 - a. Partners,
 - b. Users that are not Partners,
 - c. Journalists.
4. A consumer within the meaning of Article 22¹ of the Civil Code cannot create an Account.

§ 9

1. In the case of Partners, the Publisher shall verify whether a User is a Partner after receiving the form referred to in § 8.1 of these Terms of Use.
2. If the verification is successful, the Publisher shall inform the User by email or by displaying the information on the Website. At that moment, the Publisher shall accept the offer of the Partner as referred to in § 8.2 of the Terms of Use, and the Publisher and the User shall conclude an agreement to create the Account.

§ 10

1. If the verification referred to in the provisions of § 9.1 of the Terms of Use proves to be negative, the User will be informed by e-mail or through an appropriate message on the Website. The Publisher will contact such a

User by phone or e-mail to discuss the possibility of using the Website. The User may also independently contact the Publisher by phone or e-mail given in the above message.

2. During the above contact the Publisher will present the User with the available possibilities of using the Website, which is subject to a fee for Users who are neither Partners, Journalists, nor non-profit organizations.
3. If the Publisher decides to enable the User to create an Account, the parties will conclude an order in writing or in a document form, but limited to an e-mail message accompanied by a scan of the signed order.

§ 11

1. If a User indicates in the form referred to in the provisions of § 8.1 of the Terms of Use that they are a Journalist, the appropriate message will be displayed on the Website. The Publisher will contact such a User by phone or e-mail to discuss the possibility of using the Website. The User may also independently contact the Publisher by phone or e-mail given in the above message.
2. In the course of the above contact, the Publisher will present to the User the available possibilities of using the Website, for the User who is a Journalist. Access to the Website for Journalists is free of charge. Then the Publisher will send a link to the registration form by e-mail.
3. Clicking the "Register" button by the User who is a Journalist sends the registration form to the Publisher, which results in the User accepting the Publisher's offer referred to in § 8 of the Terms of Use. At this moment, the Publisher and the User conclude an agreement to create an Account..

§ 12

1. Each User group may use information, including data, from the Website differently:
 - a. Users with paid access to the Website may use the above information for profit and commercial purposes, but are always obliged to visibly state the source of the information used: "BIG DATA RynekPierwotny.pl";
 - b. Non-profit organizations and Journalists may use the above information for journalistic and publishing purposes, and if in their materials (for example: articles, posts, podcasts, audio or video recordings) they cite data from the Website, they will visibly indicate the source: "BIG DATA RynekPierwotny.pl";
 - c. Partners may use the above information for marketing, PR and publicity purposes, but are obliged to visibly state the source of the used information: "BIG DATA RynekPierwotny.pl". Partners are not allowed to use the above information for commercial or profit-making purposes.
2. If the User breaches any of the above obligations, they are obliged to pay the Publisher the fee indicated in the price list referred to in § 14, which is calculated for each breach. This does not preclude the Publisher from seeking additional compensation.

§ 13

The Publisher recommends that the User store their login data on the Website in such a way that no unauthorized persons gain access to such data.

§ 14

In case of a paid access to the Website, the price and the billing period are specified in the price list available at www.bigdata.rynekpierwotny.pl, which forms an integral part of these Terms of Use.

§ 15

1. If the User is a Sole entrepreneur, then they have the right to withdraw from the contract for creating an Account, without giving reasons, by submitting a statement within 14 days from the date of its conclusion.
2. In order to exercise the right to withdraw from the contract for creating an Account, the User must inform the Publisher of their decision to withdraw from the contract by an unequivocal statement (for example, in writing sent by post or email to the Publisher's address as provided in § 1 of these Terms of Use).
3. In order to comply with the withdrawal period for the Account, it is sufficient for the User to send information concerning the exercise of their right to withdraw from the contract before the withdrawal period expires.
4. In order to withdraw from the agreement for the creation of an Account, the User may use this [form](#).

IV. Services available after creating an Account

§ 16

After logging into the Account, the User shall gain access to aggregated statistical data on the real estate market, which is available on the Website.

§ 17

The User may also order, for a charge, additional reports on the real estate market, covering more extensive information than that available on the Website. For this purpose User should:

- a. contact the Publisher and request a customized offer;
- b. use the options available on the Website to order such reports. Completion of the order form signifies acceptance of the Publisher's offer to the User to make the ordered report available for a charge. Its price will be specified in the order form.

V. Payments

§ 18

Unless otherwise specified in the individual forms available on the Website or in the order, all payments for the Publisher's paid services to the User will be made by the User within 7 days of receipt of the invoice.

§ 19

1. If the User fails to pay any part of the remuneration or fee to the Publisher in time, the Publisher shall have the right to suspend all or part of the services to the User until the payment of the amount due, together with interest for the delay, and in particular the Publisher may disable the User's access to the Account.
2. The Publisher shall inform the User about exercising the right to suspend the services referred to in the previous section of this paragraph by sending a statement to the e-mail address provided by the User to communicate with the Publisher or in another form, e.g., in writing. In this statement, the Publisher shall indicate the reason for exercising this right. The User has the right to complain about this decision of the Publisher

according to the procedure set out in the Terms of Use, in the part concerning the complaint procedure.

3. The exercise by the Publisher of the right of suspension set forth in the preceding sections of this paragraph shall not relieve the User of the obligation to pay remuneration for the period during which, as a result of the exercise by the Publisher of the right of suspension, the service or services were not provided. This remuneration will be equivalent to maintaining the Publisher's resources in readiness to continue to provide the service or services after the User has made outstanding payments.
4. For the avoidance of doubt, the Publisher shall not be liable for any damages incurred by the User in connection with the Publisher's exercise of the right of suspension set forth in the preceding sections of this paragraph.

VI. Duration of the agreements

§ 20

1. Agreement for creating an Account is concluded for a period of one year.
2. Following the expiration of the aforementioned period, the Agreement for creating an Account shall be renewed for another year, unless either Party terminates the Agreement prior to its expiration. After the lapse of a subsequent year and the following years, the provisions of the preceding sentence shall apply respectively.
3. The Publisher may terminate the agreement with immediate effect if the User:
 - a. is more than 30 days late in paying the fee or charge to the Publisher,
 - b. has provided false information when creating an account,
 - c. has violated at least once any of the obligations set forth in § 12.1 of the Terms of Use.
4. The termination notice has to be submitted in writing or by e-mail.

VII. Complaints

§ 21

1. Any complaints should be submitted to the Publisher through: the contact form in the footer on the website www.bigdata.rynekpierwotny.pl, by email at the address biuro@rynekpierwotny.pl, by post directly to the Publisher's address given in § 1 of the Terms of Use.
2. In the complaint, it is necessary to provide User information required to send information about the outcome of the complaint, as well as a description of the deficiencies in the service provided by the Publisher.
3. The Publisher will review the complaint and inform the User about the result of its review within 14 days from the date of receipt of the complaint.

VIII. Final provisions

§ 22

1. The Publisher shall not be liable for any downtime of the Website. The preceding sentence shall not apply to Sole entrepreneur. In such cases, § 23 of the Terms of Use shall apply to Sole entrepreneur.

2. The Publisher will inform the User of any planned downtime in the functioning of the Website, as far as it is foreseeable.

§ 23

The Publisher is liable towards the User for losses caused by the Publisher's conduct up to the amount of the remuneration due to the Publisher from the User for the three months preceding the day on which the loss occurred. If the cooperation between the Parties had lasted less than three months at the time of the loss, the remuneration due for the period of cooperation shall be taken into account. Further liability of the Publisher is excluded, subject to Article 473 § 2 of the Civil Code.

§ 24

1. The Publisher has the right to unilaterally amend the Terms of Use, in particular in the following situations:
 - a. introduction of new services or changes to the Website,
 - b. changes of the law, adaptation of which requires modification of the Terms of Use,
 - c. changes in the manner of concluding agreements or creating an Account,
 - d. introduction of new security rules.
2. Any amendments to the Terms of Use introduced by the Publisher shall be in force from the date indicated in their content, but not earlier than within 14 days from the date of informing the User about the changes. Information about the changes will be provided to the User in an email containing a new version of the Terms of Use.
3. If the User does not accept the changes introduced to the Terms of Use, they have the right to terminate the agreement between them and the Publisher. The termination should take place before the expiry of the deadline indicated in the above section and shall be effective as of the date of expiry. The termination notice must be in writing and sent to the Publisher's address as provided in § 1 of the Terms of Use. The Parties agree that the User's failure to give notice of termination within the aforementioned period shall be deemed to be a declaration of consent to amendments to the Terms of Use.

§ 25

1. Terms of Use are governed by Polish law.
2. Polish courts have sole jurisdiction in all matters arising from the Terms of Use.

§ 26

All disputes arising from agreements concluded on the basis of these Terms of Use will be attempted to be resolved amicably. If a dispute cannot be resolved amicably, it will be settled by a common court of law with jurisdiction over the Publisher. The provisions of the preceding sentence do not apply to Sole entrepreneur.

§ 27

The Terms of Use are available at www.bigdata.rynekpierwotny.pl and at the registered office of the Publisher indicated in §1 of the Terms of Use.