

Terms of Use & Privacy Policy for Users

as of 17/07/2018

1. The Newsletter service and Chat service are provided by BRAND 24 Global Inc. with its VAT ID 81-2094331 and registered office at 101 SE 2nd Pl Suite, #E201D, Gainesville, FL 32601, hereinafter referred to as „**KickSaaS**”.

Contact details:

1) email address: iza@kicksaas.co

2) telephone number to Customer Services: **+48 601 07 13 07**, open from Monday to Friday from 09:00 a.m. to 5:00 p.m. (GMT + 01:00) (calls are charged at your operator's regular rates).

2. The principles of cooperation between KickSaaS and its business partners are regulated in the Partners Regulations, which you can find in the footer of our homepage <https://kicksaas.co>.

DEFINITIONS

1. **Chat** - a service that allows direct contact of KickSaaS Users and business partners with Customer Service, launched on the Website.
2. **User** - means a natural person, a legal person or an organizational unit without legal personality, subscribing the Newsletter on the basis of this Terms of Use & Privacy Policy for Users.
3. **GDPR** - the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (general data protection regulation, hereinafter GDPR),
4. **Website** - a website operating under the domain <https://KickSaaS.co/>, that goal is to build a network of marketing and commercial connections between entrepreneurs by connecting the User with the best SaaS suppliers.

NEWSLETTER

1. The Newsletter service is free of charge and for an indefinite period.
2. The Newsletter contains information about the offer of KickSaaS partners' products, new products and tools, current promotions and other news about KickSaaS partners and their products and tools, including opinions, press materials, links to promotions, etc.
3. The Newsletter will not be sent more often than once a week.
4. Each Newsletter contains:
 1. information about KickSaas as the issuer of the Newsletter,
 2. the subject of the mail, specifying the contents of the given Newsletter,
 3. information about KickSaas partner's products and/or tools,
 4. information on how to unsubscribe from the Newsletter service or how to change the subscribed email address.

NEWSLETTER SERVICE

1. The Newsletter service under these Terms of Use & Privacy Policy for Users, may be used only by a natural person, a legal person and by an organizational entity not being a legal person.
2. According to GDPR, KickSaaS excludes the possibility of subscribing to the Newsletter by persons who are not of legal age.
3. You need to have a computer or other media device with access to the internet, as well as an active email account to use the Newsletter service.
4. The User may order the Newsletter service by following registration process on the website <https://KickSaaS.co/>:
 1. providing an e-mail address in the form provided on the website,
 2. agreeing to receive commercial information to the e-mail address provided in the form,
 3. accept these Terms of Use & Privacy Policy for Users,
 4. clicking on the "Register me" button.
5. Your e-mail address will not be used to send other commercial information or to other marketing activities than indicated in these Terms of Use & Privacy Policy for Users.

CHAT SERVICE

1. On the Website, in the lower right corner, a direct consultation service with the KickSaaS Customer Service Office is launched. Users, business partners of KickSaaS and other entities interested in the Newsletter service can use Chat regardless of whether they are the recipients of the products or entities offering the SaaS product.
2. You need to have a computer or other media device with access to the internet to use Chat service.
3. According to GDPR, KickSaaS excludes the possibility of using the Chat service by persons who are not of legal age.
4. You independently decide on the content of the sent message within Chat, provided that Users and KickSaaS business partners may use Chat service only to exchange their opinion about the Newsletters sent to them, about content contained therein, submit offers for the Newsletter service and offer products and tools that are or can be promoted as part of the Newsletter service.
5. The provisions regarding to the SUBJECT OF THE AGREEMENT and GUARANTEES OF THE PARTNER AND EXCEPTION FROM LIABILITY stipulated above are applicable.

PERSONAL DATA PROCESSING

1. The administrator of Users' personal data is BRAND 24 Global Inc. with its registered office in Gainesville, FL. You can contact us by writing to the following address: 101 SE 2nd Pl Suite, #E201D, Gainesville, FL 32601 or by writing to the e-mail address: iza@kicksaas.co.
2. The legal basis for the processing of your personal data is the consent given and the data processing itself is carried out in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (general data protection regulation, hereinafter GDPR), the Act of 10 May 2018 on the protection of personal data and the Act of 18 July 2002 on the provision of electronic services.

PURPOSE OF THE PROCESSING

1. You have to provide only an email address when subscribing to the Newsletter. We do not require any other personal data.
2. Providing an e-mail address in the form during the registration process is necessary to provide the Newsletter service. This data is used to determine your profile and thus sending you the Newsletter.
3. We process your personal data only in connection with your participation in the Newsletter service.
4. The transfer of personal data and consent to participate in the Newsletter service is voluntary, however, without providing it, there will not be possible to provide the Newsletter service for you.
5. As part of the Chat service, KickSaaS may collect your personal data, such as: name and contact details such as: e-mail address and telephone number. Your personal data will be used only to contact you and adjust the Newsletter content to your expectations.

TRANSFER OF PERSONAL DATA

1. Your personal data will be stored until you withdraw your consent, however, your personal data provided as part of the Chat service will be stored and processed by KickSaaS for one year from the date of the first message from you.
2. Your personal data will be transferred to companies that support KickSaaS in the field of tele-information system, law and implementing marketing activities for KickSaaS.
3. Additionally, your personal data will be transferred to countries outside the European Economic Area, i.e. to:
 1. The United States on the basis of the European Commission's Executive Decision of 12 of July 2016 introducing the Privacy Shield (the so-called Privacy Shield). The data will be transferred only to entities certified under this decision, which obliges them to have an appropriate protection of personal data.
 2. other countries on the basis of standard contractual clauses that will obliged their entities to which the data will be sent to have an appropriate protection of personal data.

Whenever in the course of sharing information KickSaaS transfers personal information to countries outside of the European Economic Area and other regions with comprehensive data protection laws, KickSaaS will ensure that the information is transferred in accordance with this Terms of Use & Privacy Policy for Users and as permitted by the applicable laws on data protection.

4. You have the right to receive copies of your personal data that will be transferred to the country mentioned in point 3 above.

THE USERS' RIGHTS

1. The Users have the right to demand access to their data, to make amendments, transfer and delete it, as well as the right to limit data processing.
2. In relation with the processing of personal data conducted by us, the User has the right to lodge a complaint with the President of the Office for the Protection of Personal Data.
3. The legal basis for the processing of your personal data is the granting of consent and the actual data processing of the User is carried out in accordance with the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2017, item 1219). KickSaaS, as an

administrator of personal data, may entrust another entity with an agreement concluded in writing (including a contract concluded in a document form via e-mail).

You may, at any time, for any reason and at no cost, change the email address to which the Newsletter is sent, or unsubscribe from the Newsletter service by clicking on the button "Unsubscribe" in the footer of each Newsletter

COOKIES POLICY

1. KickSaaS uses cookies (cookies), that is small text information, stored on the User's end device (eg computer, tablet, smartphone). Cookies can be opened by the KickSaaS tele-information system or other entities.
2. KickSaaS stores cookies on the User's end device and then gains access to information contained therein for statistical purposes, marketing purposes and ensuring the proper operation of the Website, in particular the maintenance of the session after logging in and recognition of the User at the next session.
3. KickSaaS informs Users that it is possible to set up a web browser that prevents the storage of cookies on the User's end device.
4. KickSaaS indicates that cookie files may be deleted by the User after they have been saved by KickSaaS, through: appropriate functions of the web browser, programs used for this purpose or using appropriate tools available within the operating system used by the User.
5. The following links contain information on how to delete cookies in the most popular internet browsers:
 1. Firefox: support.mozilla.org/en/kb/useback-tablet
 2. Opera: help.opera.com/Windows/12.10/en/cookies.html
 3. Internet Explorer:
windows.microsoft.com/en-us/internet-explorer/delete-manage-cookies
 4. Chrome: support.google.com/chrome/answer/95647?hl=en
6. KickSaaS also informs Users that changing the configuration of the web browser that prevents or restricts the storage of cookies on the User's end device may result in limitations of the functionality of the Newsletter Service. The deletion of cookie files during the provision of the Service may lead to similar effects.

RESPONSIBILITY. CONDITIONS

1. The content of the Newsletter is protected by polish law, in particular the protection of the provisions of the Act of 4 February 1994 on copyright and related rights and the provisions of the Act of 30 June 2000 Industrial property law. Users are not entitled to use the Newsletter content for any purpose other than to read this content.
2. KickSaaS declares that the content presented in the Newsletters is for information purposes only and does not have the character of advice. Any decision on the purchase of the application should be made by the User on their own after having familiarize themselves with all the functionalities of the application and taking into account the User's personal preferences or expectations that are not known to the authors of the Newsletter.
3. KickSaaS reserves the right to delete an incorrect or non-existent e-mail address from the list of subscribers of the Newsletter without giving a reason.
4. KickSaaS reserves the right to cease providing the Newsletter service, after informing Users - subscribers of this fact via e-mail.
5. The User bears sole responsibility for the content of messages sent via Chat.
6. KickSaaS is not responsible for:
 1. use of Chat by Users in a manner inconsistent with this Terms of Use & Privacy Policy for Users, legal regulations or morality;

2. content placed, stored or sent by Users via Chat;
3. possible infringement of any rights of third parties, in particular their intellectual property rights in relation to materials posted and sent by the User.

COMPLAINT PROCEDURE

1. Users have the right to submit a complaint related to the Chat service as well as to the Newsletter service.
2. Complaints should be sent in electronic form to the following e-mail address: iza@kicksaas.co with the note: "Chat" or "Newsletter" respectively.
3. The complaint should contain and specify:
 1. User data enabling contact with him and identification as a User,
 2. User's allegations,
 3. circumstances justifying the User's complaint,
 4. optionally the way the User wants to remove the alleged violation.
4. Complaints of Users will be dealt with promptly, however, no later than within 14 days from the date of receipt of the complaint, indicating whether or not they recognize it. The response to the complaint will be sent back to the email address from which it was sent.

TERMS OF USE AND PRIVACY POLICY CHANGES

1. KickSaaS reserves the right to change the Terms of Use & Privacy Policy for User. We will announce changes on the website <https://KickSaaS.co/> setting out a list of changes that will remain for a period of at least 14 consecutive calendar days. We will also inform you about changes to the Terms of Use & Privacy Policy for Users in the Newsletter and in a message sent to the email address provided when subscribing, with details of the changes. Changes to the Terms of Use & Privacy Policy for Users will be announced at least 14 calendar days before the changes come into force.
2. Changes become binding on the date given in the information about the change, but at least 14 calendar days after the changes of the Terms of Use & Privacy Policy for Users are announced. The changed Terms of Use & Privacy Policy for Users will be binding on you if you do not unsubscribe from the Newsletter service within 14 days from the date of receiving information about a change.

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