

TERMS AND CONDITIONS OF THE TALKIE SERVICE

These Regulations define the terms of use of the Talkie Website. Any person who wants to use the Talkie Service must first read these Regulations and the Privacy Policy, which is a document supplementing the Regulations. The Regulations and other terms of services are made available to everyone free of charge before the commencement of the provision of the Service, and also - at the User's request - in a way that enables the acquisition, reproduction and recording of the content of the Regulations using the ICT system used by the User. If the User does not accept these Regulations, he may not use the Talkie Website or the Services.

1. Definitions

Policy Privacy	a document regulating the security of privacy protection and processing of personal data of users of the Talkie Service; Privacy is a document supplementing these Regulations and is available at this https://talkie.ai/en/files/Privacy_Policy_Talkie.pdf
Terms of Service	provision of this Regulation through the Service Walkie
Talkie Service	Internet service available on the Internet at www.talkie.ai , whose administrator and owner is the Service Provider
Talkie	the product, the sale and service of which is carried out by the Service Provider, who is a virtual consultant
Services	services provided electronically or by phone by the Service Provider, consisting in particular in providing tools for sending inquiries and conducting calls, as well as providing information about Talkie and arranging meetings at the request of the User
Service Provider	PRAGMATISTS SP ZOO based in ul. Wróbla 10/2 02-736 Warszawa, registered in the District Court for the Capital City of Warsaw. Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number: 0000328131, REGON number: 141817460 NIP: 5213525290 with share capital in the amount of PLN 5,000; Service Provider's e-mail address: contact@talkie.ai
User	an entity with full legal capacity, using the Talkie Website and Services

1. INITIAL PROVISIONS

1.1. These Regulations define the conditions for the provision of Services to Users by the Service Provider, as well as the rights and obligations of Users and the Service Provider, including the complaint procedure.

1.2. It is forbidden to use the Talkie Website in a manner inconsistent with the provisions of these Regulations, applicable law, decency or principles of social coexistence.

1.3. The user is prohibited from providing illegal content.

1.4. In order to use all the functionalities of the Talkie Website and Services, the following minimum technical requirements must be met on the part of the User: a device with Internet access enabling the correct display of the Talkie Website interface; a web browser installed and updated to the latest version: Mozilla Firefox, Safari or Google Chrome; an active e-mail account (e-mail); Cookies and JavaScript enabled.

2. SERVICES

2.1. The Talkie Service provides Users with free services provided electronically, in particular in the form of functionalities of the Talkie Service, such as interactive forms, in the contact form for sending inquiries or other content to the Service Provider. The services also include providing information on Talkies at the request of the User.

2.2. Services can also be provided by telephone. The User who wishes to use the Services provided by telephone, sends the Service Provider his telephone number using the appropriate form.

2.3. The user, when using the form function, is obliged to provide his true, current and correct data.

2.4. Each of the contracts for the provision of Services may be terminated by the User at any time without giving any reason with immediate effect. For this purpose, the User submits an appropriate declaration of will to the e-mail address contact@talkie.ai. Agreements for the provision of electronic services, consisting in the use of the functionality of forms, are concluded for a definite period and terminate when the content of the form is sent to the Service Provider or stop using them.

3. LIABILITY

3.1. The Service Provider provides the ICT infrastructure and ensures its efficient technical functioning and in this respect is responsible for the Talkie Service and Services.

4. COMPLAINTS

4.1. The User has the right to submit a complaint regarding the functioning of the Talkie Website and the Services provided through it. The complaint should contain at least the data enabling the identification of the User and indication of justified objections and comments to the Talkie Website or Services. Complaints should be sent to the e-mail address contact@talkie.ai or the address of the Service Provider's registered office.

4.2. The Service Provider considers complaints within 14 working days, unless the User has not described the subject and scope of the complaint in a manner enabling its consideration or has not provided data enabling the User's identification.

4.3. In the case referred to above, the deadline for considering the complaint runs from the day on which the User provided the Service Provider with the missing information.

4.4. The Service Provider sends a reply to the complaint to the e-mail address provided by the User.

5. FINAL PROVISIONS

5.1. The Service Provider may amend these Regulations for important legal reasons (change of generally applicable legal provisions regarding the Service Provider's activities or the Service Provider's business form) or technical reasons (modernization of the Talkie Website infrastructure).

5.2. Users will be informed about the amendment to the Regulations in the form of a message displayed on the Talkie Website or in an e-mail sent 7 (seven) days before the new wording of the Regulations. During this time, the User should accept the amended Regulations or refuse to accept them and stop using the Services.

5.3. In the event of a dispute with the Service Provider, the User who is a consumer is entitled to apply to a permanent amicable consumer court with a request to resolve the dispute. The consumer may also apply for mediation or resolution to another arbitration court (use alternative dispute resolution methods, the so-called ADR). For this purpose, depending on the consumer's will, a request for mediation or a request for consideration of a case before an arbitration court must be delivered to the Service Provider. The list and addresses of entities conducting such proceedings are available from the authorities conducting them, including the websites they conduct. The consumer may also use extrajudicial means of dealing with complaints and redress by submitting his complaint via the EU Talkie ODR website, available at: <http://ec.europa.eu/consumers/odr/>

5.4. If the User does not want to use ADR or ODR, any disputes arising under the Regulations will be settled by a common court, determining the jurisdiction of the court should be guided by the rules set out in the legal act applicable to the User who is a consumer. Disputes arising between the Service Provider and the User, who is not also a consumer, shall be submitted to the court having jurisdiction over the Service Provider's seat.

5.5. Agreements resulting from these Regulations, concluded between the User and the Service Provider, are concluded on the basis of Polish law, with the proviso that this reservation may not result in depriving the User who is a consumer of protection resulting from the mandatory provisions of the law of the country of the User's habitual residence. Any disputes arising from contracts concluded with Users who are not consumers are subject to the jurisdiction of Polish law,

5.6. The Regulations enter into force on 03/07/2018.