

# Regulations for using the PhotoAiD.com service

## § 1. General provisions

1. This Terms and Conditions ("the Terms and Conditions") govern your use of the website accessible at <https://photoaid.com> (hereinafter "the Website") and through dedicated mobile applications ("Mobile Applications").
2. The service is operated by PhotoAiD S.A. with its registered office in Białystok, ul. Żurawia 71, 15-540 Białystok, Poland, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok, XII Commercial Division of the National Court Register under No. 0000941997, VAT number PL 7831692257, REGON 302228040 ("Service Provider").
3. User, within the meaning of the Terms of Use, is any person who visits or uses the Service through a web browser or through the Service Provider's Mobile Applications ("User").
4. The Service Provider's business is to make available to the User the Service Provider's offer and to enable the User to take, purchase and download ("Services") photos for official documents in digital form ("Products").
5. The provision of the offer to the User by the Provider via Mobile Applications is free of charge. In particular, the mere download of Mobile Applications and browsing through the Service Provider's offer is not subject to a fee. The Service Provider's offer may be subject to change. The costs incurred by the User are related to the purchase of Products.

## § 2. User Terms of Use

1. The service is intended for people over 16 years of age. Therefore, the Service Provider does not knowingly process personal data of children under 16 years of age.
2. The User agrees to verify his/her own image on the Website.
3. The User is obliged to observe the law while using the Service, in particular the provisions of the Act of 23 April 1964 - Civil Code (Journal of Laws 1964 No. 16, item 93 as amended).
4. In order to use the Service, it is necessary for the User to have a device allowing access to the Internet, including a program for browsing its resources accepting cookies. Access to the Website is

also possible through Mobile Applications. In order to use Mobile Applications it is necessary to use a mobile device working in the Android 6.0+ or iOS 9+ operating system.

### § 3. The powers and responsibilities of the Service Provider

1. The Service Provider is obliged to provide the User with a Product that is free of defects and suitable for the intended use.
2. The Service Provider is not liable for non-performance or improper provision of Services if it is caused by circumstances beyond the control of the Service Provider, for which the Service Provider is not responsible, in particular as a result of acts or omissions of telecommunications operators, providers of telecommunications links or electricity.
3. The Service Provider is not responsible for the content uploaded, stored or transmitted to the Service as part of the User's use of the Services.

### § 4. Conclusion of a service contract

1. A Contract for the provision of Services between the Service Provider and the User ("Contract") may not be concluded without acceptance of these Terms and Conditions from the Website or from the Mobile Application item.
2. A refusal to accept the Terms and Conditions shall result in the non conclusion of the Agreement. The Service Provider may refuse to provide Services to a given User only in the case of refusal to accept the Terms and Conditions.

### § 5. Product purchase

1. After entering the Service and verifying the picture, a user can purchase the Product by following the instructions provided.
2. All prices of the Products listed in the Service are gross prices (incl. VAT).
3. The User has the possibility to choose the method of payment for the Product within a given purchase by activating the appropriate options visible on the Website. The User receives information about available methods and dates of payment for the Product. The price of the same Product may vary depending on the chosen method of payment.

4. After choosing the payment method for the purchase of the Product, the User may be redirected outside the Service in order to make the payment. Payment services are provided by third parties under the terms of their regulations (hereinafter referred to as "Payment Services Provider").
5. After the Service Provider has received information from the Payment Service Provider about the payment made by the User, the purchase of the Product is completed by downloading it to the device used by the User to access the Service.

## § 6. Payment

1. Site User can choose the method of payment for a Product from the options available for a given channel of Product sales, i.e. directly through the Site or indirectly through Mobile Applications.
2. For transactions carried out directly on the Website, the following payment methods are available: credit card, online transfer via PayU and Braintree (Credit Cards, PayPal).
3. For transactions processed through Mobile Applications, the following payment methods are available for the Product: Braintree (Credit Cards, PayPal).

## § 7. Complaints

1. The User may lodge a complaint regarding the provision of the Services covered by these Terms and Conditions by e-mail: [help@photoaid.com](mailto:help@photoaid.com)
2. The complaint should include in its content: order number and indication of the reason for the complaint.
3. The service provider will process the complaint within 14 days from the date of receipt of the complaint. The Service Provider will inform the User about the refusal to accept the complaint and its reasons by sending a message to the e-mail address provided in the course of lodging the complaint. If the Service Provider does not address the complaint within 14 days from the date of its receipt, the complaint shall be deemed justified.
4. In the event of a dispute between the Service Provider and the User as to the legitimacy of refusing to accept the complaint, the User has the right to use out-of-court methods of examining the complaint and pursuing claims. The User may use mediation or arbitration by providing the institution before which the proceedings will be conducted with an appropriate form - a request for mediation or a

request for arbitration. A list of sample institutions together with their contact details is available at <https://www.uokik.gov.pl>.

## § 8. Refund of the Product Price

1. In case of a possible refund of the price of the Product, the refund will be made in the same form of payment as the one used when purchasing the Product.

## § 9. Bonus return

1. Any refunds of payments above the price of the Product will be made only through PayPal or to an account held in a Polish bank.
2. The refund applies only to photos with the indicated purpose "e.g. a photo required for a passport application" and is possible only upon presentation of a reliable document confirming the rejection of the photo by the competent authority.

## § 10. Personal data

1. The scope of collection, disclosure and use of your personal information and your rights are described in detail in the Privacy Policy, available at [Privacy Policy](#).

## § 11. Final decisions

1. In matters not regulated by these Terms and Conditions, the relevant provisions of generally applicable law shall apply, including in particular the Civil Code, the Consumer Rights Act and the Act on Provision of Electronic Services.
2. Regulations are available from the Service.
3. The Service Provider reserves the right to change the Terms and Conditions. All purchases of Products made before the date of entry into force of the new regulations are carried out on the basis of the regulations in force on the date of purchase of the Product by the User. The change of the regulations comes into force within 14 days from the date of publication in the Service.
4. All annexes to the Rules of Procedure form an integral part of these Rules of Procedure.