

Anonymazing.com

Terms of service

§1 Definitions

- **Regulations** - are these Terms and Conditions for the provision of Electronic Services in the area of the website Anonymazing.com, which sets out the conditions for the provision of Services by the Service Provider via Anonymazing.com to Service Recipients.
- **Service** - the website owned by the Service Provider and operated by the Service Provider in Polish and English through a website available on the Internet at the URL address: www.anonymazing.com.
- **Service Provider / Contractor** - Heller Consult sp. z o.o. with its registered office in Warsaw (00-613) at 8 Chałubiński Street, REGON: 142037390, NIP: 521-35-43-856, KRS: 0000338425, represented by: Tomasz Wojsz - President of the Management Board, being the Service Provider, administrator, and owner of the website.
- **Client/ Customer / Service Recipient** - a natural person, a consumer, an entrepreneur - is an entity who enters into an Agreement with the Service Provider for the provision of Services, provided that he has full legal capacity, or limited legal capacity in cases governed by generally applicable laws or is a legal person or organizational unit.
- **Service** - a service provided by Heller Consult sp. z o.o. through Anonymazing.com website for the benefit of a Service Recipient. The scope of services can be found at www.anonymazing.com and in these regulations.
- **Business days/Working days** - days from Monday to Friday, except for days that are considered public holidays in the Republic of Poland.
- **Contract** - is a contract for the provision of Services by the Service Provider to the user (Service Recipient).
- **Service Provider's Contact Details** – the contact data of Service Provider, using which the User can contact him, i.e.:

Address:

Heller Consult sp. z o.o.

8 Chałubińskiego Street

00-613 Warsaw

Phone: (+48) 22 501 45 10

E-mail: contact@anonymazing.com

- Service Recipient **Contact Data** - the data of the Service Recipient by which the Service Provider may contact the Service Recipient, including but not limited to an e-mail address.

§2 General provisions

1. Pursuant to the article 8 section 1 point 1 of the act of July 18, 2002 on providing services via electronic means (Journal of Laws of 2002, No. 144, item 1204 with later amendments) the company Heller Consult sp. z o.o. hereby establishes the regulations on providing services via electronic means.
2. These Regulations, hereinafter referred to as the "Regulations", set out the rules for the provision of services electronically by Heller Consult sp. z o.o. with its registered office in Warsaw (00-613) at 8 Chałubińskiego Street, REGON: 142037390, NIP: 521-35-43-856, KRS: 0000338425, registration court: District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register, share capital: PLN 20,000.00, represented by: Tomasz Wojsz - President of the Management Board, in the scope of anonymization of photos and video materials through its own website Anonymazing.com, and also defines:
 - types and scope of services provided electronically,
 - terms of providing services by electronic means,
 - terms of conclusion and termination of agreements for the provision of services by electronic means,
 - the procedure for lodging a complaint regarding the provision of services by electronic means.
3. The Regulations are available free of charge on the website www.anonymazing.com in a form that allows obtaining, reproducing, recording, and printing. Everyone can read the content of these Regulations.
4. The parties of the agreement:
 - Company Heller Consult sp. z o.o. hereinafter referred to as Service Provider,
 - Service Recipient (natural person, client, consumer, entrepreneur) hereinafter referred to as Service Recipient.
5. Before using the services, the Service Recipient is obliged to read the content of these Regulations, which gives knowledge about the scope and manner of service. If the service is used, the provisions of the Regulations shall apply to matters not covered by the Agreement.
6. The Service Provider indicates that the use of the site by the Service Recipient means the acceptance of these Regulations. The Service Provider reserves the right to change the following Regulations for important reasons, in particular in cases dictated by technical considerations of providing electronic services and changes to adapt the provisions of the Regulations to comply with applicable law, of which the Service Recipient will be informed by an e-mail.
7. In order to ensure proper and uninterrupted use of the service and services provided through it, the device used by the Service Recipient should meet the

following minimum technical requirements, i.e., have an Internet connection for data transmission, an Internet browser and an active e-mail account. Software allowing to work with pdf, doc, docx, jpg, heic, gif files. For the avoidance of doubt, it is stated that the scope of services provided by the Service Provider does not include the provision of hardware or software to meet the above requirements.

§3 Description of services offered

1. The Service Provider offers to perform the service of anonymization of digital representations (photographs, video material) including the following objects: persons, vehicles, in particular: cars, buses, trucks, bicycles, motorcycles, ships, trains, streetcars, building and engineering structures in the photographs and videos received from the Service Recipient. The recipient, by using the Service, confirms to the Service Provider that the origin of the materials submitted for its implementation is legal and does not violate the rights of third parties, and furthermore, if the materials contain personal data, that he is the administrator of such personal data, is entitled to process them, including at least to the extent of ordering their removal (anonymization), and is willing to entrust the processing of such data to the Service Provider in the scope of their removal for the purpose anonymization.
2. The price offer presented on Anonymazing.com website is for information purposes only and **does not constitute an offer** within the meaning of Art.66 par.1 of the Civil Code. The service provider reserves the right to modify the price list.
3. The Service Provider shall ensure that the service of anonymizing photos and videos is carried out in the highest possible quality within the limits of technical capabilities, technology used and the nature of the order, guided by due professional care. The use of image blur technology is irreversible, which means that the anonymized image cannot be transformed to restore its original appearance.
4. The order process is carried out in the following stages:
 - 1) Enrollment - after completing and accepting the enrollment form, the Service Provider will contact the Service Recipient to determine the details of the order processing.
 - 2) Quotation - Service Provider will prepare a quotation and determine the date of the contract.
 - 3) Contract - The Service Provider will enter into a written contract with the Service Recipient for the provision of services, including entrusting the processing of personal data for the purpose of anonymization.
 - 4) Submission of data to be anonymized - The Service Recipient shall submit data to be anonymized in a manner agreed with the Service Provider:
 - By means of a physical data carrier (hard drive or USB memory stick), protected by encryption preventing reading by a third party, whenever the subject of the

service will be materials containing data allowing linking to a specific natural person - personal data, sent to the address:

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Heller Consult sp. z o.o.
Oddział Biała Podlaska
ul. Reformacka 10
21-500 Biała Podlaska

- Using the link received from the Service Provider with a place in the cloud (for data not exceeding 100 GB)
 - 5) Anonymization - Upon receipt of the data from the Service Recipient, the Service Provider shall begin the process of anonymization.
 - 6) Transfer of anonymized data - The anonymized data will be transferred to the Service Recipient on the provided data carrier or in another form accepted by both parties.
 - 7) Issuance and payment of an invoice - payment for the completed service.
- 5. The Service Provider allows the Service Recipient to check the quality of the performed service by sending a test sample of 50 images, which will be anonymized by the Service Provider for free, using the application form available at Anonymazing.com. If the submitted sample is to include personal data, prior to its submission, the Service Recipient concerned will entrust the Service Provider with the processing of the personal data contained therein based on an appropriate agreement in accordance with the requirements of Article 28 of GDPR. By accepting the quality represented by the test sample or by opting out of the test procedure as described above, i.e., ordering the service without carrying it out, the Service Recipient accepts the quality of the anonymization service, adequate to the quality of the sample.

§4 Provider's obligations

1. The service Anonymazing.com is available for use by the user around the clock.
2. The service provider reserves the right to short interruptions in service resulting from periodic maintenance (updates) of the system or caused by unforeseen situations (natural disasters, failures of international Internet connections, etc.) and factors beyond the control of the service provider.
3. In the case of a planned service interruption, the Service Provider undertakes to inform in advance all recipients of the service.
4. The Service Provider may terminate the services of the recipient in case of violation of the rules set out by the recipient in these regulations.
5. The Service Provider shall make every effort to ensure that the service works continuously and is committed to remove defects as soon as possible.

6. The Service Provider stipulates that in the case of receiving official notification or obtaining reliable information on the unlawful nature of the data or related activities by the Service Recipient will immediately prevent access to the data.
7. The Service Provider reserves the right to refuse the service without giving any reason.

§5 The Service Recipient 's obligations

1. All Service Recipients are obliged to comply with Polish law and the contractual rules of use of the Internet. Service Recipients undertake, among others, not to violate the personal rights of third parties through the content of the transmitted data. By submitting materials for anonymization, Service Provider confirms that it has the right to dispose of the materials and the right to process the personal data contained therein, at least to the extent necessary to commission and carry out the anonymization service described in these Terms.
2. The Service Provider reserves the right to suspend the service without refunding the fee incurred for the use of the service if:
 - the material received from the Service Recipient will contain content that in his opinion is against the Polish and international law, including pornographic, racist, fascist, inciting violence, or hatred on religious, racial, social, violating personal rights, or imposing a world view or religion.
 - the Service Recipient will include in the material submitted for anonymization content not requested by the Service Provider, including but not limited to spam,
 - the Service Recipient acts to the detriment of other Internet users,
 - the Service Recipient has not paid for the service in a timely manner.
3. It is the responsibility of the Service Recipient to maintain current contact details. In case of changes in the contact details, the Service Recipient is obliged to immediately notify the service provider of the nature of the changes and the need to update the data accordingly.
4. In the case of obtaining information by the service provider on the use of services provided electronically by the recipient in violation of the Regulations or the applicable law (unauthorized use), the Service Provider may process the Service Recipient's personal data to the extent necessary to determine the responsibility of the Service Recipient.
5. In the event of claims by third parties against the Service Provider for the unlawful act of the Service Recipient or the Service Recipient's failure to comply with these Terms and Conditions, the Service Provider shall be entitled to claim appropriate compensation or damages and reserves the further legal consequences for the Service Recipient.

§6 Protection of confidentiality

1. Service Provider, persons representing him and all persons who will be involved in the performance of the contract are obliged to maintain strict confidentiality of all

information (data) technical, technological, economic, financial, commercial, legal, organizational, and related to the field of activity of the Service Recipient and other information of economic value concerning the Service Recipient, his employees, co-workers, customers and business partners - regardless of the form of transmission of such information and its source (confidential information) - obtained in connection with the conclusion and performance of the contract with the Service Provider, but excluding information or data:

- which are or become publicly available in any way without a breach of contract by Service Provider, or,
 - which were in the possession of Service Provider or were known to Service Provider before being obtained from the Service Recipient or,
 - which the Service Provider has obtained from another source without the Service Provider being in breach of a confidentiality obligation either by the Service Provider or by that source.
2. Confidential information, obtained from the Service Recipient in connection with the service, Service Provider undertakes to protect it from access of third parties and use it only for the implementation of the agreement.
 3. Heller Consult sp. z o.o. provides a high level of protection of entrusted confidential information and materials for anonymization against outside access:
 - If the cloud is used, secure data transfer is ensured. After the anonymization is completed, the data is deleted.
 - In the case of physical transfers, the data on the disk are not copied or retained by the Service Provider for any other purpose than the performance of the contract with the Service Recipient.
 - The number of persons having access to the data shall be limited to a minimum.
 4. The obligation to keep the information confidential is indefinite.

§7 Entrustment of personal data

1. In order to realize the service, it is necessary for the parties to conclude, apart from the contract for performing the service or transmitting an electronic order, a contract for entrusting personal data processing. The Service Recipient, as a data administrator, entrusts Heller Consult sp. z o.o. with personal data processing. The purpose of processing is to carry out the agreement, and in particular to verify the legitimacy and correctness of processing personal data by the Service Recipient within the scope of his business activity.
2. The contract for entrusting data processing constitutes attachment No. 3 to the contract for the provision of services.

§8 Personal data protection

1. The administrator of the personal data of the Service Recipient is Heller Consult sp. z o.o.

2. In accordance with the provisions of the Act on Personal Data Protection Service Recipient 's personal data will be entered in a set of personal data Heller Consult sp. z o.o. solely for the purpose of providing Services and will not be shared with other entities subject to §8 paragraph 5 of the Regulations.
3. Each of the Service Recipients has the right to request completion, updating, correction of personal data, temporary or permanent suspension of their processing or deletion, if they are incomplete, outdated, untrue or collected in violation of the Act on Personal Data Protection or are no longer necessary for the purpose for which they were collected. Heller Consult sp. z o.o. stipulates that deleting personal data by the User may result in no further use of the Services.
4. The Service Recipient declares that the personal data provided by him are true and related to his person.
5. The Service Recipient's personal data may be entrusted to third parties under the terms of the Law on the Protection of Personal Data to ensure the proper provision of Services and in order to carry out their additional functionality.
6. The Service Provider ensures the privacy of the data, including an e-mail, of its recipients.
7. In special cases, the right to provide access to the content of the account and databases to state authorities authorized by law.
8. The Service Recipient agrees to the processing of his personal data, with 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, regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO), by the Service Provider to the extent necessary to fulfill its obligations to the Service Recipient. Detailed provisions on data processing are included in Appendix 2 - Privacy Policy.

§9 Concluding the Agreement

1. By concluding the Agreement, the Service Provider undertakes to provide services in accordance with the Agreement and the Regulations, and the Service Recipient undertakes to timely pay the fees for the services and comply with the provisions of the Regulations and the Agreement.
2. The Agreement is concluded in written or electronic form using qualified certificates (electronic signatures). Changes in or termination of the Agreement take place on the basis of provisions of the Agreement or these Regulations. The performance of the service will take place after the agreement is signed by each of the parties.

§10 Liability of the parties for non-performance or improper performance of the agreement

1. Service Provider shall be liable for non-performance or improper performance of services, in particular if the quality level of services provided was not achieved, only

to the extent specified in the provisions of the Agreement, the Regulations, and the Civil Code.

2. The Service Provider shall not be liable for failure or improper performance of services due to the provision by the recipient of unlawful, customarily inappropriate, erroneous, inadequate, or otherwise inappropriate data.

§11 Complaint procedure for services

1. In the event of non-performance or improper performance of the Services, in the event of erroneous mutual settlements or in the event of other reservations with respect to the Services, the Service Recipient has the right to lodge a complaint.
2. A complaint should include:
 - the name and surname or name and address of the registered office of the Service Recipient.
 - statement of the subject matter of the complaint and the period covered by the complaint.
 - description of circumstances substantiating the complaint.
 - the date of conclusion of the agreement for the provision of Services and the date specified therein for commencement of the provision of Services - if the date of commencement of the provision of services specified in the agreement has not been met due to fault of Heller Consult sp. z o.o.
 - signature of the complainant - applies to complaints made in writing.
3. A complaint must be submitted in one of the following ways:
 - by an e-mail to: contact@anonymazing.com,
 - by traditional mail to the address: Heller Consult sp. z o.o. ul. Chałubińskiego 8, 00-613 Warsaw, with the annotation "Complaint",
 - in person at the headquarters of Heller Consult sp. z o.o. in Warsaw at 8 Chałubińskiego Street, 00-613 Warsaw.
4. If the complaint does not meet the conditions specified in §12.2.1) to 12.2.4) of these Regulations, Heller Consult sp. z o.o., if it recognizes that it is necessary for proper consideration, immediately calls on the Service Recipient to supplement it, specifying the deadline, not exceeding 10 (ten) working days, and the scope of this supplementation, with the instruction that failure to complete the complaint within the specified period will leave the complaint unprocessed. In case of failure to complete the necessary data, the complaint shall be treated as not filed and not subject to consideration. Heller Consult sp. z o.o. notifies the complainant about closing the application until the missing information is completed.
5. After registering a complaint, an employee of the Service Provider contacts the Service Recipient within 3 (in words: three) working days in one of the following forms (depending on the type of contact details to the Service Recipient): by an e-mail, by phone or by fax.
6. A complaint may be submitted within 3 (say: three) months from the last day of the billing period in which the Service was improperly performed or should have been

performed, or from the date of delivery of the invoice containing an incorrect calculation of amounts due for the provision of Services.

7. The complaint submitted after the deadline referred to in §12 Sec. 6 of the Regulations shall be treated as unfounded, of which Heller Consult sp. z o.o. immediately notifies the complainant.
8. Heller Consult sp. z o.o. will respond to the complaint within 14 (say: fourteen) days from the date of its lodging in one of the following forms:
 - by an e-mail,
 - in writing.
9. Response to a complaint should include:
 - address data of the company Heller Consult sp. z o.o, which considers the complaint,
 - citing the legal basis,
 - deciding on acceptance or refusal of a complaint,
 - in case of granting compensation - determination of its amount and date of payment,
 - in the case of reimbursement of other receivables - determination of the amount and date of reimbursement,
 - instruction about exhaustion of the complaint procedure and the right to pursue claims in court proceedings,
 - signature of an authorized employee of Heller Consult sp. z o.o., stating his position.
10. In the event of refusal to accept a complaint in whole or in part, the response to the complaint should:
 - additionally, contain the factual and legal substantiation,
 - be delivered to the complainant by registered mail.
11. If a complaint about a Service is not considered within 14 (say: fourteen) working days from the date of its submission and the complainant is not informed that the time to consider the complaint will be extended (with reasons), such complaint shall be deemed to have been accepted.

§12 Service Recipients - special rights

1. The Service Recipient, who is also a consumer, has the opportunity to use out-of-court complaint handling and claim procedures, in particular:
 - submission of an application for consideration of a dispute arising in connection with the concluded agreement to a permanent amicable consumer court operating at the Trade Inspection; in order to initiate such proceedings, the consumer should submit to the above-mentioned amicable court an appropriate application for consideration of the dispute. In such a request, the parties to the dispute (i.e., the consumer and the trader who are parties to the agreement) and the subject of the dispute should be accurately indicated. In addition, a copy of the signed application should be attached to the application in order to serve it

on the other party (trader); detailed regulations in this respect are contained in the provisions of the Act of 15 December 2000 on Trade Inspection,

- applying to the provincial inspector of the Trade Inspection for mediation proceedings in the case of amicable resolution of a dispute between a consumer and an entrepreneur; the consumer should submit the application for mediation to the provincial inspector of the Trade Inspection. The application can be submitted in writing (traditional mail, e-mail, fax, directly to the secretary's office) or verbally into the record. In the application, the Service Recipient should clearly indicate the parties to the dispute (i.e., the consumer and the trader who are parties to the agreement), the subject of the dispute, describe the request and attach photocopies of relevant documents (e.g., receipt, expert's opinion, etc.); detailed regulations in this respect are contained in the provisions of the Act of 15 December 2000 on Trade Inspection,
- free-of-charge assistance from a county (municipal) consumer ombudsman or a social organization whose statutory tasks include protecting consumer rights; a consumer ombudsman may, in particular, bring actions on behalf of consumers and intervene, with their consent, in pending proceedings in cases concerning the protection of consumer interests.

§13 Cancellation of Agreement

1. The Service Recipient, who is also a consumer, shall have the right to withdraw from the remote agreement concluded within 14 days without giving any reason and without incurring costs, except for the costs specified in the Act of 30 May 2014 on consumer rights (i.e., Journal of Laws of 2019, item 134).
2. The declaration of withdrawal may be submitted by the Service Recipient on the form, the template of which is attached as Appendix 1 to these Regulations. The use of this form is not mandatory, and the Service Recipient may submit a statement of withdrawal from the contract also in another way.
3. The right of withdrawal from the contract concluded off-premises or at a distance is not entitled to the Service Recipient, among others, in relation to the contract:
 - for the provision of services, if the trader has performed the service in full with the express consent of the Service Recipient, who has been informed before the performance, that after the performance by the trader will lose the right to withdraw from the contract;
 - where the subject matter of the provision are sound or visual recordings or computer programs supplied in sealed packaging if the packaging was opened after delivery,
 - for the supply of digital content which is not recorded on a tangible medium; Service Provider hereby informs the Service Recipient that if the above performance has begun with the Service Recipient's express consent before the expiry of the period for withdrawal from the contract and after being informed

by the entrepreneur of the loss of the right to withdraw from the contract, the right to withdraw does not apply.

4. The provisions relating to the Service Recipient contained in this §14 shall also apply to a natural person who enters into an agreement directly related to his/her business activity, if the content of the agreement indicates that it is not of a professional nature for that person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity.

§ 14 Intellectual property

1. All rights to Anonymazing.com, including intellectual property rights to its concept, name, domain, website of the Service, as well as to the templates, forms, logotypes, banners and images and other graphic and audiovisual elements posted on the Service shall belong to the Service Provider.

§ 15 Final Provisions

1. These Terms and Conditions are effective as of June 1, 2021.
2. The content of these Regulations may be recorded by the user by printing, saving on a carrier or downloading at any time from the website <https://anonymazing.com/en/terms-of-service/>.
3. Heller Consult sp. z o.o. reserves the right, at its sole discretion, to make changes or additions to these Terms of Use at any time. Any changes will be posted on www.anonymazing.com and will become effective upon publication. Subsequent amendments to the Regulations shall not apply to agreements already concluded, unless otherwise provided by law.
4. Using the website or services of Heller Consult sp. z o.o. after the introduction of amendments to the Regulations means that the user accepts them.
5. The basis for issuing an invoice for the service is to provide the Service Recipient with documentation resulting from the order, taking into account the comments provided during the implementation.
6. Pursuant to the Act of 18 July 2002 on electronic services (Journal of Laws 2002 No 144 item 1204), the Service Recipient agrees to send invoices, duplicates of these invoices and corrections in electronic form to the e-mail address specified in the order or contract.

Contact us:

If you have any questions about these Terms, please contact us.

Heller Consult sp. z o.o.
Chałubińskiego Street 8
00-613 Warsaw

Phone: (+48) 22 501 45 10

E-mail: contact@anonymazing.com