

§ 1. General provisions

1. For the purposes of these Terms of Service, the following terms (written with initial capital letter) mean:
 - a. Terms of Service: the Terms of Service available on the Platform Exitbar.io, being the regulations referred to in article 8 of the Act of 18 July 2002 on the Electronic Provision of Services (Journal of Laws of 2002 No 144 item 1204 with amendments).
 - b. Service Provider or Exitbar: Digital Industries sp. z o. o., with registered seat in Krakow, address ul. Dwernickiego 6 lok. 4, 31-530 Kraków, NIP: 6751633275, registered by the National Court Register (KRS) under the number: 0000713650, with the share capital of 5,000 PLN, being the Provider of the services available on the Platform.
 - c. Platform: a website available at <https://exitbar.mlab.ovh>, owned by Digital Industries sp. z o. o.;
 - d. User: every person using the Platform that is at least 16 years old and uses the Platform to perform business related activities (non-consumers);
 - e. Services: services offered
2. The Terms of Service govern functioning of the Platform at <https://exitbar.io> and terms of processing personal data by the Service Provider and using Cookies within the Platform.

§ 2. Using the Platform

1. The Platform is brought to the Users with the aim of providing a link creation tool that enables generation of call to action.
2. Access to the Platform, using the basic features and setting an account is free of charge.
3. Creating an account is available to natural persons who are at least 16 years old at the time of account registration.
4. To create an account the User needs to agree to Terms of Service and provide:
 - a. name, surname and email address,
 - b. individual password.
5. The User needs to refrain from disclosing the password to any third parties.
6. The User may give up the Service and maintain the User's account at any time by sending a message to the following e-mail address: infor@exitbar.io. The User's account and the User's personal data provided during registration will be deleted within 7 days of requesting to delete them.

§ 3. Rights and obligations

1. The Service Provider reserves the right to:
 - a. temporary unavailability of the Service, due to renovation or upgrading the Platform,
 - b. sending e-mails to the Users, in cases related to the Services, which do not constitute commercial or marketing information.
2. The User is obliged to:

- a. use the Platform in accordance with its purpose;
- b. refrain from actions which could negatively affect the Platform or computer systems of the Service Provider or making any interference or modifications in the Platform;
- c. refrain from actions which could be considered as an unfair competition or unfair commercial practices under the laws of the European Union;
- d. refrain from conducting hacker attacks.

§ 4. Link Generation Service

1. With regards to the free Users, Exitbar reserves a right to display its own button on up to 1% of generated traffic.
2. The service provision agreement is concluded at the moment the User clicks 'generate link' button or clicks 'submit' payment button.
3. The Paying Users agree to subscription services that will continue until the agreement is terminated by the User or the Service Provider.
4. The Users can choose between the pricing plans available at <http://exitbar.io/pricing>.
5. By choosing the pricing plan, the User agrees to automatically recurring payments of monthly charges according to the pricing plan.
6. All the payments are taken up-front for the next billing cycle.
7. The next billing cycle starts on the same day of the next month (eg. if you concluded service provision agreement on April 5th it means that the payment was charged on the same date and the next payment will be automatically charged on May 5th).
8. All the fees are nonrefundable and expressed in Euro (EUR).
9. If the Users' credit card has insufficient amount on a payment due date, provision of paid services will be suspended.
10. The Users, who generated a link are responsible for using it in compliance with the law, principles of social coexistence, in a way that refrains from violating third parties' rights, in accordance with the Terms of Service and with a due care. The User is fully responsible for his or her actions within the Platform and outside of it, while using the link generated by Exitbar and for the actions of people, who gained access to his or her account as a result of the negligence of the User.

§ 5. Minimum technical requirements

1. To use the Platform, the User has to possess:
 - a. a PC, a smartphone with the latest software updates installed (iOS ver. 9.3 or newer and Android ver. 4.1 or newer), a tablet or other mobile devices used for browsing the websites;
 - b. an active internet connection;
 - c. an up-to-date version of Firefox, Chrome, Safari or Microsoft Edge;
 - d. enabled Javascript, frames and CSS styles.

§ 6. Service Provider's liability

1. Even though highest standards of security were applied in securing the Exitbar's server, the Service Provider is not liable for temporary and unexpected malfunctions of the Service caused by hacker attack, random circumstances, natural disasters or force majeure.
2. Exitbar shall take no liability for the loss of data or access to the Platform that are results of disclosing the password to other persons.
3. The Service Provider will take no liability for any damage or claims arising

§ 7. The complaint handling policy

1. The User may contact Exitbar using e-mail or the contact form 24 hours a day, seven days a week. Exitbar responds during working hours from Monday to Friday, with the exception of days that are considered as public holidays.
2. The User may submit a complaint by sending a message to the following e-mail address info@exitbar.io.
3. A complaint should contain:
 - a. login details for the User,
 - b. a description of the defect in the operation of the service and the possibly exact time of its occurrence.
4. The complaint will be considered by Exitbar within 7 working days of its submission. In the event of an insufficient description of the defect, Exitbar may request clarification of the complaint and the course of a time limit starts on the day of the completion of missing information.

§ 8. Final provisions

1. The Terms of Service will come into force on 15 January 2019.
2. The Service Provider reserves the right to make changes in the Terms of Service, after informing the Users via the Platform's website and e-mail, not later than 14 days before planned changes will come into force.
3. The User might object to the proposed changes and terminate the Service agreement (subscription agreement) immediately without a right to refund for an unused billing period or it will be terminated at the beginning of a new billing cycle.
4. In case of repeated violations of the Terms of Service, the User will be banned from further use of the Platform. The User may appeal from the decision via e-mail sent to infor@exitbar.io.
5. These Terms are governed by the laws of the Republic of Poland.
6. Any lawsuit or court proceeding related to the Services provided by the Exitbar is exclusive to court competent for the registered seat of the Service provider.