

## Terms and Conditions

The owner of the Website [www.madmountain.io](http://www.madmountain.io) is Mad Mountain sp. z o.o. with its registered office in Warsaw (02-797), Aleja Komisji Edukacji Narodowej 53/U10, entered into the register of entrepreneurs of National Court Register, kept by the District Court in Warsaw, 12th Commercial Division of the National Court Register, under KRS No. (National Court Register No.) 0000630335, NIP No (Tax ID No.): 5272775982, REGON (Statistical ID No.) 364961996, e-mail: [contact@madmountain.io](mailto:contact@madmountain.io).

### § 1 General Terms and Conditions

1. The following Terms and Conditions describe general rules of accessing our Website.
2. The Website enables Visitors to get familiar with our services, in particular with marketing, programming and development as well as application maintenance and development services, and also allows them to send an inquiry by completing the contact form available on the Website.
3. By accessing our Website, the Visitor accepts these Terms and Conditions and the Privacy Policy. A Visitor who does not accept these Terms and Conditions or the Privacy Policy is obliged to stop using the Website.

### § 2 Definitions

1. **MM** – stands for the website owner and administrator Mad Mountain sp. z o.o. with its registered office in Warsaw (02-797), Aleja Komisji Edukacji Narodowej 53/U10, entered into the register of entrepreneurs of National Court Register, kept by the District Court in Warsaw, 12th Commercial Division of the National Court Register, under KRS No. (National Court Register No.) 0000630335, NIP No (Tax ID No.): 5272775982, REGON (Statistical ID No.) 364961996, e-mail: [contact@madmountain.io](mailto:contact@madmountain.io).
2. **Website** - stands for our website [www.madmountain.io](http://www.madmountain.io).
3. **Visitor** – the person accessing our website and using our services.
4. **Defined Visitor** – person who has sent personal data using a contact form available on our website.

### § 3 Technical requirements

4. Access to the Internet as well as a web browser installed on the Visitors's device, are necessary to access our Website.
5. The Visitor is advised to use the updated versions of the following web browsers: Google Chrome, Safari, Mozilla Firefox, Opera, Internet Explorer.
6. MM declares that the Website may contain links and tiles which enable Visitors to open other websites. MM has no influence on the content available in these places. The Visitor should be aware of the risks associated with the use of the Internet. If you wish to use the contact form, it is necessary for the Visitor to have an e-mail address and telephone number.

### § 4 Principles of electronic service provision

1. Through the Service, the Visitor has the possibility to use the contact form, which is a service provided by the MM electronically, which consists in providing the Visitor with the possibility to contact the MM free of charge in order to obtain information about the services provided by the MM.
2. Contacting the MM via the contact form requires reading the Terms and Conditions, Privacy Policy. In addition, the Visitor is required to indicate his/her personal information in the form of name, surname, e-mail address and telephone number.
3. In the field of the contact form, "message", the Visitor formulates a message or inquiry to the MM in order to obtain information about the services provided by the MM.
4. The MM may or may not respond to the message of the Defined Visitor.
5. The use of the contact form is voluntary. The fact of sending a message does not create any obligation on the part of the MM or the Defined Visitor.

### § 5 Personal Data Protection

7. MM collects and processes personal data for the purpose of running the Website.
8. MM ensures the confidentiality and protection of personal data of Visitors by applying appropriate website security measures.
9. MM processes the personal data of Visitors in accordance with the Privacy Policy available here <https://madmountain.io/docs/privacy-policy.pdf> and the relevant legal provisions and regulations applied by the Republic of Poland.

#### **§ 6 Copyright**

1. All rights to the Website and all its elements (in particular photos, descriptions, graphics, software, domain names, functional layout, other content and services subject to protection under the relevant provisions) belong to MM and are protected by law.
2. By visiting and using the Website, the Visitor does not acquire any rights, in particular copyrights or licenses, to the content available on the Website.
3. The Visitor is not entitled to provide third parties with the content of the Website, whether for profit or free of charge.

#### **§ 7 Responsibility**

1. MM has the right to restrict the access to Website due to system upgrades and other improvements.
2. MM is not responsible for the Visitors' inability to browse the Website due to its individual functionalities.
3. The Visitor is responsible for implementing sufficient procedures and security checks. MM is not responsible for any damage caused by lack of appropriate security measures and any action taken by the Visitor on the Website.
4. MM does not take responsibility for providing incorrect, incomplete or invalid data by the Defined Visitor.

#### **§ 8 Final conditions**

10. MM has the right to change the Website's functionality and implement other necessary changes. The above mentioned changes do not apply to changes of Terms and Conditions.
11. Terms and Conditions become effective on the day of its announcement on the Website.
12. The titles of particular paragraphs are of informative nature and do not define the content of Terms and Conditions.
13. All questions regarding our services and Website should be sent to the following e-mail address [contact@madmountain.io](mailto:contact@madmountain.io).
14. All disputes arising in connection with functionality of our Website shall be submitted to the jurisdiction of the Polish courts.