



## **RULES OF USE FOR THE "AREA\_BOT" SERVICE**

### **1. PRELIMINARY PROVISIONS**

- 1) The regulations of the internet service AREA\_BOT, referred to as the "regulations," specify the conditions for using this service and the principles of its operation.
- 2) Acceptance of the provisions of the Regulations and compliance with its provisions are necessary conditions for using the internet service AREA\_BOT.
- 3) The AREA\_BOT service is an online service operating at <https://t.me/areafinderbot>, created, operated, and provided by ALTRA REAL ESTATE AGENCY SP. Z O. O., with its registered office in Warsaw, at ul. Franciszka Klimczaka 6/52, 02-797 Warsaw.
- 4) The company provides services in electronic form in accordance with the terms of service provision.
- 5) Whenever the regulations mention:
  - a. Service – this should be understood as the internet application AREA\_BOT;
  - b. Service Provider – this should be understood as: ALTRA REAL ESTATE AGENCY SP. Z O. O., ul. Franciszka Klimczaka 6/52, 02-797 Warsaw, Poland, registered in the National Court Register under the number KRS 0000931429, NIP 5272976864, REGON 520401564.
  - c. User – this should be understood as someone using the internet service AREA\_BOT;
  - d. Service Recipient – this should be understood as a real estate industry entrepreneur using the internet service AREA\_BOT based on an agreement concluded between them and the Service Provider;
  - e. Service – providing the User with appropriate functions through AREA\_BOT.
  - f. Agreement – an agreement concluded electronically between the Service Provider and the Service Recipient, the integral part of which is the Regulations.

### **2. CONTRACT CONCLUSION**

1. The conclusion of the contract occurs when the Service Provider makes the Service available to the Service Recipient. By entering into the contract, the Service Recipient is also granted an exclusive license to use the Service.
2. The condition for providing the Service to the User by the Service Provider is the User's acceptance of the Regulations and the Service Recipient making payment for using the Service after the trial period has expired.
3. Payment is considered made upon the Service Provider's acknowledgment of the Service Recipient's bank account.
4. The contract is concluded for 1, 3, 6, or 12 months.



5. The last day of access to the Service is the day preceding the day that corresponds to the name or date of the contract, and if there is no such day in the last month, it is the last day of that month. Example: if the contract is concluded for 1 month on May 10, access to the Service ends on June 9.
6. The company ensures the possibility of access and continuation of subscriptions for Users. Package descriptions are available on the website or directly in AREA\_BOT, under the "Settings" section.
7. User access to AREA\_BOT is subject to payment according to the current price list.
8. All prices stated in AREA\_BOT, in the "Settings" section, are gross prices. The package cost is binding at the time of User access purchase to the Service.
9. The service is provided for the period corresponding to the purchased package.
10. The User's payment to the Company (or another third party through whom the User purchased access to AREA\_BOT) will be processed on the AREA\_BOT sales page. The finalization process includes the User entering payment data into the Company's system and then accepting and authorizing them using special codes if required by the bank or payment provider.

### **3. TERMINATION OF THE AGREEMENT**

1. The agreement expires upon the arrival of the specified term and the non-extension of access to the Service by the Service Recipient.
2. Termination of the agreement by the Service Provider may occur in the event of the User's non-compliance with the Regulations, and it takes place when the Service Provider deletes the Service Recipient's Account in the Service. In such a case, the Service Recipient is not entitled to a refund for the unused period of Service usage.
3. Changes in the functionality of the Service do not constitute grounds for termination of the agreement by the Service Recipient.
4. ALTRA REAL ESTATE AGENCY SP. Z O. O. reserves the right to refuse to provide services within AREA\_BOT to the user at any time if the necessity of making such a decision is justified by security reasons or the interests of ALTRA REAL ESTATE AGENCY SP. Z O. O.

### **4. RULES OF ACCESS TO THE SERVICE**

1. Access to the Service is only possible for entrepreneurs in the real estate industry.
2. Users must use the AREA\_BOT service only for the purposes specified in the Terms. In particular, users do not have the right to use the Service to create their own databases or websites offering services similar to AREA\_BOT.
3. The Service Provider reserves the right to deny access to the Service without providing a reason.
4. Only one User can use one Account.



5. Data entered by the User into the Service may be deleted by the Service Provider after 30 days from the expiration or termination of the agreement.
6. In using the Service, the following is prohibited:
  - a. Providing access to the Service to third parties.
  - b. Using the resources of the Service for any purpose other than exclusively personal.
  - c. Using the resources of the Service to conduct activities that would violate the interests of the Service Provider.
  - d. Actions that may disrupt the functioning of the Service.
  - e. Automated data retrieval from the Service.
  - f. Excessively burdening the Service without justified cause.
  - g. Using the Service in a manner contrary to its intended purpose.
7. The Service Provider reserves the right to block the Service Recipient's access to the Service (block the Account) or delete the Service Recipient's Account in the Service in the event of the User's non-compliance with the Regulations. In such a case, the Service Recipient is not entitled to a refund for the unused period of Service usage.
8. Users undertake not to take any actions aimed at bypassing or violating any security measures of AREA\_BOT, including security measures aimed at protecting AREA\_BOT from illegal use and access in a manner contrary to the law or these Terms.
9. If it is determined that AREA\_BOT is used by more than one subscriber who has acquired the appropriate access, the Company reserves the right to immediately cease providing the service to the user.
10. We **recommend** that you obtain consent from the owner that you can make a PDF of advertisement (photos, description) free of charge for presentation to your (User's) clients.

## 5. COMPENSATION FOR USING THE SERVICE

1. Access to the Service is subject to payment in accordance with the Price List.
2. Granting or extending access to the Service occurs after payment has been made.

## 6. DISCLAIMER OF LIABILITY BY THE SERVICE PROVIDER

1. The Service Provider is not responsible for the content, completeness and timeliness of the Advertisements and for the correctness of the information in the Advertisements, resulting in particular from incorrect downloading, supplementing or editing of the Advertisements by the Service. More information on this subject can be found in Annex No. 1.
2. The Service Provider is not liable for disruptions in the functioning of the Service caused by force majeure or a cyber attack.



3. The Service Provider reserves the right to temporarily interrupt the operation of the Service for technical reasons.
4. The Service Provider is not liable for any losses or lost benefits incurred by the User in connection with the use of the Service.
5. The Company has the right at any time, without giving reasons, to suspend access to AREA\_BOT for the purpose of conducting improvements or necessary repair work and technical support. These works, except in random situations, will be carried out, if possible, in the evening or on holidays.
6. Technical interruptions in the functioning of AREA\_BOT cannot be the basis for any claims by Users or other individuals.

## 7. INTELLECTUAL PROPERTY

1. The Company has the right to all intellectual property rights to all Content contained in AREA\_BOT, including but not limited to the right to use.
2. The User does not have the right to commercially exploit, sell, resell, or otherwise transfer, copy, distribute, or promote the Content, general information, and operation method contained in AREA\_BOT.

## 8. RIGHTS TO INTANGIBLE ASSETS

1. The content available as part of access to AREA\_BOT, as well as trademarks, company names, logos, images, multimedia, and any other works contained therein, in accordance with the "Copyright and Related Rights Act" of February 4, 1994, are protected by the rights provided by the universally applicable law.
2. The use of AREA\_BOT does not imply the acquisition of any rights to the Content and features contained in the Bot. In particular, copying, distributing, using, or modifying any components of AREA\_BOT is expressly prohibited.

## 9. COMPLAINT PROCEDURE

1. Users can file complaints regarding AREA\_BOT services via email at: [info@areagency.pl](mailto:info@areagency.pl).
2. The content of a complaint concerning the non-performance or improper performance of the Service should include at least the following information:
  - a. User's contact details (name, surname, phone number);
  - b. A detailed description of the breaches in the provision of the Service, including a list of actions leading to the breaches;
  - c. Indication of the date of occurrence and the duration of the breaches;
  - d. Screenshots from the mobile device illustrating the non-performance or improper performance of the Service.



3. Complaints will be considered by the Company immediately, no later than within 30 calendar days from the date of receiving the complaint. In the event of the need for additional diagnostic actions, the Company reserves the right to extend the above-mentioned period in accordance with the time required to conduct these diagnostic actions. The Company will inform the User about the complaint resolution process via email sent to the email address from which the complaint was sent.

## **10. FINAL PROVISIONS**

1. The Company reserves the right to make changes to the content of these Terms.
2. The Annexes constitute an integral part of the Agreement.
3. If any provision of the Terms becomes invalid or ineffective, it does not affect the validity of the remaining provisions of the Terms.
4. Matters not regulated by the Terms are subject to the provisions of the generally applicable law of the Republic of Poland.
5. The Regulations are effective from December 3, 2023.

Annexes to the Agreement:

Annex No. 1 Disclaimer for External Links;

# AREA

## Disclaimer for External Links

### Definitions for the purposes of this Disclaimer:

- **Company** (referred to in this Disclaimer as "Company," "We," "Us," or "Our"): AREA.
- **Service**: AREA\_BOT bot.
- **You**: an individual accessing the Service or a company or other legal entity on whose behalf such an individual accesses or uses the Service, depending on the circumstances.
- **Bot**: AREA, available at [@areafinderbot](https://twitter.com/areafinderbot).
- **Application**: software provided by the Company.

Information contained in the Service is intended for general informational purposes only.

### Disclaimer:

- 1. Errors and Omissions:** The Company is not responsible for errors or omissions in the content of the Service.
- 2. Losses:** Under no circumstances does the Company accept responsibility for any special, direct, indirect, or incidental losses or any losses whatsoever, whether arising out of contract, negligence, or other legal violations, arising from or in connection with the use of the Service or the content of the Service.
- 3. Changes in Content:** The Company reserves the right to make additions, deletions, or changes to the content of the Service at any time without prior notice.
- 4. Warranties:** This software is provided «as is», and any express or implied warranties are disclaimed.
- 5. Security:** The Company does not guarantee that the Service is free from viruses or other harmful components.



**6. Disclaimer of Representations and Warranties:** In accordance with applicable law, the Administration disclaims any representations and warranties that may otherwise be implied and disclaims responsibility for AREA\_BOT, Content, and their use.

**7. Responsibility for Links:** The Administration of AREA\_BOT is not responsible for the content of other websites linked from AREA\_BOT.

**8. Agreement with Terms:** By using this software, you agree that you must independently modify the address and other data.

#### **Disclaimer for External Links:**

**1. Independence of External Websites:** The Service may contain links to external websites that are not provided or endorsed by the Company or in any way associated with it.

**2. Accuracy and Completeness:** The Company does not guarantee the accuracy, timeliness, or completeness of any information on these external websites.

#### **Disclaimer for Errors and Omissions:**

**1. Purpose of Information:** Information provided by the Service is intended only for general guidance on relevant issues.

**2. Possible Errors and Omissions:** The Company is not responsible for any errors or omissions in the provided information, as well as for results obtained from using this information.

#### **Disclaimer for Fair Use:**

**1. Use of Copyrighted Materials:** The Company may use copyrighted materials, considering it «fair use».

**2. Permission for Purposes Beyond Fair Use:** When using copyrighted materials of the Service for purposes beyond fair use, permission must be obtained from the copyright owner.



### **Disclaimer for Expressing Own Opinion:**

**1. Diversity of Views:** The Service may contain views and opinions of authors that do not reflect the official policy or position of the Company.

**2. Responsibility for Comments:** The Company is not responsible for comments posted by users and reserves the right to remove any comment for any reason.

### **No Disclaimer Waiver:**

**1. Providing Information without Professional Consultation:** Information about the Service does not replace professional consultations and services, such as legal, accounting, or tax advice.

**2. Responsibility for Possible Losses:** The Company and its suppliers are not responsible for any special, incidental, indirect, or consequential losses arising in connection with the use of the Service.

### **Disclaimer «Use at Your Own Risk»:**

**1. Providing Information «As Is»:** All information in the Service is provided «as is», without warranties of completeness, accuracy, timeliness, or results.

**2. No Liability for Decisions Based on Information:** The Company is not liable for decisions or actions taken based on the information provided by the Service.

**3. Risk of Using Information:** Users use information in AREA\_BOT at their own risk, and the Company is not responsible for losses and damages associated with the use of the bot.

### **Consent to Service Use:**

By using our bot, you thereby agree to our disclaimer and accept its terms.