

**Terms and Conditions for Ordering Another Charts Software
through anothercharts.net website
(version dated October 10th, 2012)**

Information about Service Provider:

anothercharts.net Website available at <http://anothercharts.net> is operated by Tomasz Prętki, domiciled in Gorzów Wielkopolski, Poland, at 34 Bogusławskiego Street.

E-mail addresses: tomaszpretki@gmail.com, contact@anothercharts.net

Acceptance of these Terms and Conditions:

Please read these Terms and Conditions carefully before placing an order.

By starting Software ordering you accept these Terms and Conditions. If you do not accept these Terms and Conditions you shall not place orders through our Website.

Access to these Terms and Conditions and means of receiving, recording, storing and retrieving these Terms and Conditions:

Current version of these Terms and Conditions is available at <http://anothercharts.net/legal/order-terms>

Service Recipient may receive, record, store and retrieve these Terms and Conditions by printing and/or downloading their copy in PDF format from [here](#) and saving it to the memory of his/her device.

We inform that in order to read saved PDF file it may be necessary to install Adobe Reader software available at <http://www.adobe.com/downloads/>

You may also copy full text of these Terms and Conditions, paste it to any text editing software and save it to file on your device.

Current version of these Terms and Conditions:

The following Terms and Conditions are in force since October 10th, 2012.

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§ I. SCOPE OF THESE TERMS AND CONDITIONS AND DEFINITIONS.

1. These Terms and Conditions (hereinafter: Terms) set forth the rules of providing online Service by Service Provider, including but not limited to:
 - a) types and scope of services provided by electronic means;
 - b) terms of Service, including technical requirements necessary for using the Service and prohibition of providing illegal content;
 - c) conditions of concluding and terminating contracts for providing the Service;
 - d) reclamation procedures.
2. Service Provider provides the Service in accordance with these Terms and applicable law.
3. For the purposes of this Agreement, the following definitions shall apply:
 - a) **Service Provider** – Tomasz Prętki, domiciled in Gorzów Wielkopolski, Poland, at 34 Bogusławskiego Street, operating anothercharts.net Website which enables placing online orders for Another Charts exchange quotation analysis software;
 - b) **Service Recipient** – every natural or legal person or organizational entity not being legal person who uses the Service;

- c) **Software** – Another Charts exchange quotation analysis computer software covered by a separate [license agreement](#);
- d) **Consumer** – Service Provider who is a natural person and who uses the Service outside his/her economic or professional activity;
- e) **Website** – software and hardware platform available at <http://anothercharts.net> which enables placing online orders for the Software.
- f) **Service** – Software online ordering service;
- g) **Privacy policy** – terms of collecting and protecting personal data of Service Recipients, forming an integral part of these Terms.

§ II. TYPES AND SCOPE OF SERVICES PROVIDED THROUGH ELECTRONIC MEANS.

Through the Website Service Provider provides a service which enables placing online orders for the Software.

§ III. SOFTWARE ONLINE ORDERING SERVICE.

1. Software online ordering service is **free of charge**.
2. Service Recipient is obliged to pay a **license fee** for using the Software. License fee is set forth in the [price list](#).
3. **Using the Service may result in additional costs for Internet access and data transfer in accordance with the applicable operator's tariff. Executing online payment through payment agents or any other entity may incur additional fees for payment service in accordance with the applicable tariff. All Internet access costs and online payment fees are covered by Service Recipient in accordance of applicable tariffs.**
4. The Service enables placing orders for the Software by electronic means.
5. Before placing an order Service Recipient shall read technical requirements necessary to install and run the Software (§ IV) and [license terms and conditions](#).
6. The contract for performing online ordering service is concluded by clicking „proceed to payment of the license fee” button available on the Website.
7. After clicking payment button Service Recipient is redirected to payment agent's web page.
8. **The following payment methods are accepted:**
 - a) payment by quick bank transfer (pay-by-link): mBank – mTransfer, BZ WBK – Przelew24, MultiBank – MultiTransfer, Inteligo – Płać z Inteligo, PKO BP – Płać z iPKO, BPH – Przelew z BPH, Nordea Bank – Płać z Nordea, Alior Bank – Płać z Alior Bankiem, Alior Bank – Płać z Alior Sync, Millenium, Pekao – Pekao24Przelew, Bank ING – Płać z ING, Raiffeisen Bank – R-Przelew;
 - b) payment by bank transfer: KredytBank, InvestBank, Credit Agricole, Bank Pekao S. A., Bank BGŻ, Bank Ochrony Środowiska, Citi Handlowy, Deutsche Bank, BNP Paribas Bank, Spółdzielcza Grupa Bankowa SGB, Euro Bank, Bank Pocztowy, Getin Bank, Volkswagen Bank, Polbank, FM Bank, MeritumBank, HSBC Bank Polska, Toyota Bank, DnB Nord, SKOK;
 - c) payment by digital wallet: PayPal;
 - d) payment by postal order;
 - e) payment by traditional bank transfer.
9. Online payments are handled by the following agents:
 - a) DialCom24 Sp. z o.o., 60-327 Poznań, ul. Kanclerska 15, <http://www.przelewy24.pl>
10. After being redirected to payment agent's web page Service Provider is obliged to proceed in accordance with the terms and conditions of the agent.
11. To place an order it is necessary to fill in the order form available at payment agent's web page.
12. Before placing an order Service Recipient shall make sure that all data (in particular e-mail address) are correct.
13. Service Recipient's order constitutes an offer to conclude a contract in accordance with these Terms and with the offer, addressed to Service Provider.
14. The order shall be binding upon Service Recipient if Service Provider immediately confirms its reception. Confirmation by payment agent shall be considered as confirmation by Service Provider.
15. Service Recipient may receive, record, store and retrieve the order in the following ways:
 - a) in electronic mail software in which the order confirmation was received;
 - b) by printing the order;
 - c) by request to provide the content of the order by the Service Provider.
16. **Within 7 (seven) days Upon payment of a license fee by the Service Recipient, Service Provider will send to the Service Recipient, to the e-mail address provided in order form, unique links in quantity equal to number of ordered Software licenses. Each unique link corresponds to one Software license and allows to download and install the Software.**
17. In order to install the Software Service Recipient shall click the unique link received from Service Provider in e-mail message.
18. **The contract for performing online ordering service is concluded at the moment when Service Recipient clicks “proceed to payment” button.**
19. The contract for performing online ordering service is concluded for a fixed period and terminates when the unique links to the Software are sent to Service Recipient in quantity equal to number of ordered Software licenses (termination of the contract).
20. **Termination of the contract has future effect only and does not cease any legal effects rendered before its termination.**

§ IV. TECHNICAL REQUIREMENTS NECESSARY FOR USING THE SERVICE.

1. In order to use the Service it is required to have a device with access to the Internet and with at least one of the following web browsers installed:
 - a) Firefox 2.0.0.14;
 - b) Internet Explorer 7.0;
 - c) Opera 9.27;
 - d) Safari 5.0;
 - e) Google Chrome 8.0.552.
2. In order to communicate with Service Provider (including placing an order and receiving unique Software installation link) it is required to have an active e-mail account.
3. In order to install the Software it is required to have a device that meets the following requirements:
 - a) internet connection;
 - b) installed Java Runtime Environment version 7 or newer (Java software may be downloaded from <http://www.java.com>).
4. Minimum recommended screen resolution is 1024 x 768 pixels.
5. It is required to have JavaScript and cookie files enabled in your web browser. Please consult your web browser's manual for details on these settings.

§ V. RIGHT OF WITHDRAWAL AND ITS EXCLUSIONS.

1. In accordance with article 10.3.1 of the Polish act of 2 March 2000 on protection of some rights of consumers and on liability for damage inflicted by unsafe product (Journal of Laws of 2000, No. 22, item 271 with changes), Consumer who entered into a distance contract shall have a period of 10 days to withdraw from the contract by sending a written notice to Service Provider.
2. The period for exercising the right of withdrawal shall begin from the day of conclusion of the contract.
3. Withdrawal notice may be sent by mail to Service Provider's address or by electronic mail to sales@anothercharts.net.
4. Right of withdrawal is excluded in respect of contracts for the provision of services if performance has begun, with the Consumer's consent, before the end of the 10 day period from the day of conclusion of the contract.
5. If provision of the Service did not begin before the 10 day period elapsed, Consumer may, until provision of the Service begins, exercise his right of withdrawal before the 10 day period elapsed.
6. In addition, right of withdrawal is excluded with respect to performance which, by reason of its nature, cannot be returned.

§ VI. RECLAMATION PROCEDURES.

1. Reclamations of Service may be submitted:
 - a) by post to Service Provider's postal address;
 - b) by electronic mail to sales@anothercharts.net.
2. Reclamation is submitted at the moment it reached Service Provider in a manner that he could acquaint himself with its content.
3. Service Recipient shall – as far as possible – describe the problem, date, time and circumstances in which the problem occurred.
4. Service Provider shall inform Service Recipient about the results of reclamation procedure within 14 days from reclamation receipt. Information will be send to e-mail address used by Service Recipient to lodge reclamation.

§ VII. INFORMATION ON THREATS CONNECTED WITH USING ONLINE SERVICE.

1. Service Provider operates with due diligence in order to provide Service free from any malicious software (including computer viruses).
2. Service Provider, however, has no influence on other Internet users' conduct and does not guarantee that using Internet and/or the Service will be free from threats originating from third parties.
3. Using the Service does not result in any special threats, aside from threats normally connected with using the Internet.
4. By using the Website Service Recipient may obtain access to third parties' web pages (links), which are not controlled by Service Provider and which content is not provided by Service Provider. We recommend carefulness when connecting to external sites. External sites may provide content which is inappropriate for children or which Service Recipient does not wish to see.

§ VIII. PRIVACY POLICY AND PERSONAL DATA PROTECTION.

1. Service Provider is the controller of Service Recipients' personal data.
2. Service Provider respects Service Recipients' privacy and does not collect any data about Service Recipients without their consent or without legal basis.
3. Service Recipients' personal data are processed in accordance with the Polish act of 29 August 1997 on Personal Data Protection (consolidated version: Journal of Laws of 2002, No. 101, item 926 with changes) and Polish act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2002, No. 144, item 1204 with changes).
4. Service Provider takes technical and organizational measures to ensure protection of the personal data processed by him, appropriate to the risks and the categories of the data to be protected, and in particular he

- secures the data against disclosure to unauthorized persons, removal by an unauthorized person or processing in violation of the provisions of applicable law, and modification, loss, damage or destruction.
5. Only persons authorized by Service Provider may process data.
 6. Service Provider ensures control over what personal data, when, and by whom they are entered into a filing system, and to whom they are transferred.
 7. Service Provider may process personal data of Service Recipients for the following purposes:
 - a) entering in, designing contents, amending or terminating legal relationship between them;
 - b) billing the Service or proceeding with claims for payments due to using of the Service;
 - c) marketing, market research and research on behavior and preferences of Service Recipients with the results to be used for the needs of improving quality of services provided by the Service Provider;
 - d) investigation into circumstances of illegal usage of the Service.
 8. In accordance with article 18.1 of the Polish act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2002, No. 144, item 1204 with changes), Service Provider may process the following personal data of Service Recipients:
 - a) Service Recipient's surname and names;
 - b) his/her personal identification number;
 - c) his/her permanent residence address;
 - d) his/her address for correspondence, if it is different than the address referred to in point c);
 - e) data used for verifying Service Recipient's electronic signature;
 - f) Service Recipient's electronic addresses.
 9. In order to effect contracts or other legal activity having been concluded with Service Recipient, Service Provider may process other data necessary due to nature (characteristics) of the Service provided or way of its billing.
 10. Service Provider distinguishes and marks (*) data which have to be filled in for providing Service by electronic means. If no data has been marked, then all fields of the form need to be filled in.
 11. In accordance with article 18.5 of the Polish act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2002, No. 144, item 1204 with changes), Service Provider may process the following data characterizing the way of using the Service (exploitation data):
 - a) data identifying Service Recipient;
 - b) data identifying the terminal equipment of the Service Recipient or the system used by Service Recipient;
 - c) data identifying time and scope of each use of the Service;
 - d) data identifying the fact of using the Service.
 12. After provision of the Service is ceased, Service Provider may continue to process only the following data:
 - a) data necessary for billing the Service and execution of all claims connected with the provision of the Service;
 - b) data necessary for detecting and explaining fraud use of the Service.
 13. Service Recipient's personal data may be relayed to:
 - a) entities providing hosting services to Service Provider;
 - b) entities executing payments – within the scope necessary for executing payment;
 - c) entities providing accountancy services to Service Provider;
 - d) public authorities for the purposes of their proceedings – if obligation to relay data for such purposes is set forth in applicable laws.
 14. Using the Service and **providing personal data is voluntary**. Service Recipient decides on his/her own whether to use the Service and provide any personal data.
 15. Service Recipient has the right to control processing of his/her personal data, and in particular the right to:
 - a) access and rectify the data concerning him/her;
 - b) request to have his/her personal data supplemented, updated or rectified, or to temporarily or permanently cease the processing of his/her personal data, if those data are incomplete, outdated or untrue, or if they were collected in violation of law, or if they are no longer necessary for the purpose for which they were collected.
 16. The above mentioned rights may be performed by sending an appropriate request to Service Provider's e-mail address or postal address.
 17. In order to ensure proper functioning of the Service, cookies may be placed and stored on the devices of Service Recipients. Cookies are text files storing information necessary for the functioning of the Service. Cookies do not store any data identifying the Service Recipient and are not used for personal data processing.
 18. Service Recipients may refuse to accept cookies on their devices by disabling cookies in their Internet browsers' options. Please consult your web browser's manual for details on these settings. However, disabling cookies may result in the unavailability of the Service.

§ IX. EFFECTIVENESS AND CHANGES TO THESE TERMS.

1. Service Recipient is bound by the Terms which are in force at the time the contract is concluded.
2. Changes to these Terms may occur at any time and shall take effect from the moment they are published on the Website which does not affect content and effectiveness of contracts already concluded and being executed.

§ X. GENERAL AND FINAL PROVISIONS.

1. Service Recipient is obliged to use the Service in accordance with these Terms, applicable laws, principles of community coexistence and good customs.
2. Providing any illegal content or using the Service contrary to the rules set forth in point 1 of this paragraph shall

- be forbidden.
3. Announcements, advertisements, price lists and other information (in particular description of Service) published on the Website shall be considered not to be offers but rather invitations to treat.
 4. The order of the Service constitutes an offer to conclude a contract in accordance with these Terms and constitutes a request and consent to begin provision of the Service immediately within the meaning of article 10.3.1. of the Polish act of 2 March 2000 on protection of some rights of consumers and on liability for damage inflicted by unsafe product (Journal of Laws of 2000, No. 22, item 271 with changes).
 5. Every contract may be terminated upon mutual agreement of both Parties.
 6. Service Provider provides the following methods and technical means to detect and to correct errors in the data which is being introduced:
 - a) Service Recipient shall check and correct all data before continuing to the next step and concluding the contract;
 - b) if the error is noticed after conclusion of the contract, Service Recipient shall inform Service Provider of this fact immediately.
 7. Content of concluded contracts is recorded and secured by Service Provider and can be accessed by Service Recipient by:
 - a) receiving, saving and printing the contract and the order;
 - b) printing all data introduced on each page of the Website;
 - c) recording the content of each contract in Service Provider's system and making it available to Service Recipient on his/her request.
 8. Service Provider's entire liability under this Agreement, under any title, with respect to non-consumers, shall be limited to actual damage (*damnum emergens*) and to refund of the actually received license fee.
 9. In case of the free of charge contracts concluded with non consumers Service Provider shall be liable solely for damages inflicted intentionally on Service Recipient.
 10. For the purposes of providing the Service, Service Provider uses postal address set forth in the headline of these Terms and the following e-mail address sales@anothercharts.net.
 11. These Terms and the Service shall be governed by and interpreted in accordance with the laws of Poland, subject to exceptions set forth in mandatory provisions of applicable law (e.g. consumer law).
 12. These Terms are available in English and [Polish](#) languages only. English and Polish are the only languages in which a contract with Service Provider may be concluded.
 13. If there is any inconsistency or ambiguity between Polish version of these Terms and other language versions, Polish version shall prevail. This provision neither precludes nor impairs rights granted to Service Recipient under mandatory provisions of applicable law.
 14. Any dispute arising out of or relating to this agreement will be settled by the court in Gorzów Wielkopolski, Poland. Each Party expressly consents to the exclusive jurisdiction of such court. This clause shall not apply to Consumers.

§ XI. NOTICE OF INFRINGEMENT OF LAW.

Service Provider respects third parties' intellectual property rights and requests the same from Service Recipients. If you think that the Software available in our Service has been illegally disseminated in other places, please send us a notice of such infringement at contact@anothercharts.net.