

TERMS OF SALE

These terms specify general conditions, regulations and the method of sale conducted by Imago Krzysztof Matuk, headquartered in Białystok, via www.eyeface.eu website.

The sale is carried out by electronic means via Internet in the form of a distance contract between the order placer, hereinafter referred to as the Buyer, and the Seller.

Before placing an order, the Buyer is obliged to review the contents of the Terms of sale. Placing an order is equivalent with the Buyer having reviewed these terms and accepted the provisions as amended on the day of the order placement.

GENERAL PROVISIONS

1. The "EyeFace" program by Imago Krzysztof Matuk, headquartered in Białystok at 6L Przędzelniana St. apt 14, NIP 542-173-80-42, REGON 052128952, hereinafter referred to as the program, is offered as the "test and buy" type of product.
2. Functioning of the program is based on operating a computer with the use of facial and eyelid movement. The EyeFace program focuses on allowing the disabled people to use a computer. It allows writing e-mail messages, chatting, Internet surfing, programming and numerous other activities related to operating a computer with the use of a computer mouse and an on-screen keyboard.
3. In order to get to know the functions and capabilities of the program, the Buyer may download the software and use (test) it for 7 days without limitations. After this time, a license needs to be purchased or the program needs to be permanently deleted from the computer.
4. Computer program licenses do not meet the criteria of the so-called consumer goods (i.e. when one party of the agreement is a consumer, who purchases the goods for purposes unrelated to professional or economic activities). In that case, the possibility to withdraw from the contract concluded via Internet, as dictated by the consumer rights act, does not apply.
5. The seller declares that, in relation to providing services, he or she provides the Buyer with contents protected by the intellectual property law – copyright-protected works in particular. The Buyer is obliged to abide by the intellectual property regulations. In particular – any attempt to copy, introduce changes as well as public display of the provided contents without a written consent from the Service Provider or an authorized subject is forbidden, unless this is included in the provisions of a separate agreement or required under the regulations of law.

DETAILED PROVISIONS

1. The purchase agreement relates solely to an ESD license (electronic distribution) for using the EyeFace program the rights to updates. The confirmation of purchasing a license is an invoice and an e-mail with the assigned license key. The number of active workstations needs to be compliant with the provided license for using the EyeFace program under the penalty of losing the license rights.
2. On Buyer's request, the program and the registration key may be delivered on a portable media (e.g. a CD) with an additional charge.
3. The program is activated with the use of a registry key consisting of a sequence of alphanumeric characters.
4. The Seller is not liable for the Buyer using the program in breach of the license agreement or legal regulations.
5. The license conditions for particular application components are specified by the producers each time and the Seller is not liable in this respect.

INTERNET SALE

1. After filling out a form on www.eyeface.eu website, the Buyer receives a confirmation of placing the order or information regarding the inability to process the order.
2. The Buyer agrees to receiving the VAT invoice in electronic form.
3. Should the Buyer decide to make a payment via DotPay, he or she is redirected to the website of the

subject authorizing the transaction, DotPay operating under the address: 30-552 Kraków, Wielicka 72 St., www.dotpay.pl. The Seller does not have access to credit card data and does not store the data from these credit cards. In case of choosing the DotPay payment method, the data required to make the payment is transferred to the Payment Authorization Center. The Seller has no access to and does not store the data required to log into the bank selected for making the payment.

4. If the User decides to make a 2checkout payment, he or she is redirected to the website of the subject authorizing the transaction – 2CO E-commerce Payments Limited, 5th Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, Ireland. The Seller does not have access to credit card data and does not store the data from these credit cards. The Seller has no access to and does not store the data required to log into the bank selected for making the payment.

5. Once the Seller's bank confirms that the money has been transferred to the bank account, the contract is considered to be effectively concluded. The invoice/receipt is issued with the date of the money being booked on the Seller's bank account.

6. The order concluded by the Buyer by making a payment is the equivalent of consenting to its completion and accepting the terms of the license agreement.

7. The invoice/receipt and the certificate/e-mail are sent within 5 working days from the accounting date via electronic means.

8. The Seller reserves the right to verify the placed order and to cancel it in cases raising concerns regarding its reliability.

9. The Seller reserves the right to withdraw from completing the order in cases where the data provided by the Buyer is incomplete (missing name, surname, address, e-mail address) or if the data provided by the Buyer is incorrect.

10. The Seller reserves the right to change the license fee for the program in his or her offer, to introduce changes in the offer, terms of sale and to conduct promotion campaigns. The change in fee does not apply to orders which have already been accepted for processing.

PERSONAL DATA

1. Filling in the data in the order form, forwarding it via electronic mail or phone is equivalent with giving consent to process the Buyer's personal data by the Seller as well as the subject authorized by the Seller to manage the contents of the website in line with the personal data protection act from 29th Aug 1997. The Buyer's personal data will be processed in order to co complete the placed order – particularly to issue the invoice/receipt and conduct financial reporting. This data is confidential and will not be disclosed to unauthorized personnel.

2. The Buyer's personal data is protected by the Seller in line with the aforementioned personal data protection act and will not be forwarded, resold or leased to other unauthorized parties or institutions. The Buyer's personal data will be disclosed in order to conclude the agreement that these terms of sale refer to.

3. The Buyer has the ability to access the data pertaining to him or her for the purposes of verification, modification or raising a request to have it removed from the personal information database, notifying the Seller in writing at the address Imago Krzysztof Matuk, 6L Przędzelniana St. apt 14, 15 – 688, Białystok, POLAND.

FINAL PROVISIONS

1. In matters not regulated by these terms of sale, the conditions of the agreement are regulated by the license agreement and regulations of the Civil Code.

2. The Seller of the license is Imago Krzysztof Matuk, 6L Przędzelniana St. apt 14, 15 – 688, Białystok, NIP 542-173-80-42, REGON 052128952

3. All disputes arising from the provisions of these terms of sale will be settled in court having jurisdiction over the Seller's headquarters.

4. None of the provisions of these terms of sale is intended to prejudice the Buyer's rights and thus cannot be interpreted this way.