

Terms and conditions

Website at cloud.wiperapp.eu is operated by WIPERAPP® EP limited liability, registered at ul. Kominiarska 42B, 51-180 Wrocław, Poland
National Court Register: 0000649217,
NIP (vat identification number): 8952106773,
REGON (National Registry Number): 365941748.

§1 General Provisions:

1. In these Terms and Conditions, under these definitions we understand:

a) Seller – WIPERAPP® EP limited liability, registered at ul. Kominiarska 42B, 51-180 Wrocław, Poland; registered by District Court in Wrocław for Wrocław- Fabryczna, Division VI of National Court Register: 0000649217, NIP(vat identification number): 8952106773, REGON (National Registry Number): 365941748, email: info@wiperapp.eu, phone + 48 71 308 98 97.

b) Store – website at cloud.wiperapp.eu, where the sale of the Product and the License takes place, while parties are not present in person, using telecommunication network.

c) Customer- a natural person, with full capacity to perform acts in law; legal person or unincorporated body or an entrepreneur, purchasing at the Store.

d) Consumer- a natural person, purchasing goods at the Store for the purpose not connected with his business of professional life.

e) Goods – products offered by the Store. The products are network devices designed for irreversible data removal from hard disks. They are a platform for WIPERAPP® Software. They are covered by 24 months warranty. The pictures of the products are of demonstrative nature and they do not present the real condition and appearance of the product.

f) Software- WIPERAPP® and WiperSpec software installed on the network devices sold by the Store.

g) License – The codes sold by the Store, enabling wiping out hard disks data, using network devices designed for irreversible data wipe out with WIPERAPP® Software.

h) Order– procedure mentioned in § 2 of these Terms and Conditions resulting in sale agreement, without parties being present in person.

i) Registration – activity meaning submitting personal data in order to set up an Account.

j) Account – account set up after registering, (individual or business one) enabling the Customer- amongst other- to purchase Goods.

k) Price- the unit price of the Goods and License purchase, the cost do not involve the delivery cost.

l) delivery cost – the cost of delivering the Goods ordered, which it stated each time at cloud.wiperapp.eu.

m) Terms and Conditions- this document.

2. Placing the Order is being done via ICT system. It is forbidden for the ordering party (Customer) to submit illegal content.
3. To access the Store, the following are necessary:
 - a) a device with Internet access and a browser, such as Internet Explorer, Google Chrome, Mozilla Firefox, Opera.
 - b) active e mail account (email address).
4. Prior to registration and placing the Order the Customer shall read the Terms and Conditions.
5. The owner of the cloud.wiperapp.eu website is WIPERAPP® EP limited liability, the Owner is also entitled to proprietary copyrights to this website.
6. The Goods' photos at cloud.wiperapp.eu are mainly of promotional and demonstrative nature.
7. All the Goods sold at the Store are covered by 24 months Seller's warranty.
8. The Software is covered by warranty described in EULA (END USER LICENSE AGREEMENT)
9. The Seller holds no responsibility for the loss of data and Software as a result of use the WIPERAPP® solution offered.

§2 Registration

1. To register with the Store (setting up Customer's account) the Customer will need to fill in registration form at cloud.wiperapp.eu/register, providing in particular his name and surname, valid e-mail address, password and he will need to accept the Terms and Conditions. During the Registration procedure the Customer may agree to receive commercial information from WIPERAPP® to e-mail address provided during registration, according to Act on Rendering Electronic Services as of 18th July 2002 (Journal of Laws 2002 No. 144, item 1204). This acceptance is non- compulsory.
2. The Customer must not provide third parties with access to his account, unless the account owner is a company, providing access to the account within the business structure of the enterprise.
3. Registration with the Store, as well as using the Store's functionalities, is free of charge.
4. After the registration the Customer logs in each time entering the email address and the password.
5. To remove the Customer's account an e-mail needs to be send to: info@wiperapp.eu.
6. The Customer may withdraw his permission for receiving commercial information (mentioned in par.1 above) from the Seller at any time, by sending appropriate note by email to info@wiperapp.eu.

§3 Processing the Order

1. The order may be placed as follows:

a) via the account,

b) over the phone: + 48 71 308 98 97

c) via email sent to: info@wiperapp.eu

d) by post- with a registered letter sent to :

WIPERAPP® sp. z o.o. sp. k.

ul. Kominiarska 42B

51-180 Wrocław

Poland

2. Placing an order as specified in par 1 point a) above is with the User's account. The Customer is placing order by choosing the Goods wanted and choosing 'buy' at cloud.wiperapp.eu website. Then the ICT system redirect the Customer to so called 'order placing process'. This mode of order placing procedure includes following instructions: 'order details', 'delivery address', 'summary' and 'payment'.

3. When placing the order online (using the Account or by email) or via Post, the time the agreement being concluded is the time of Customer's confirming online the order with the payment obligation and the order being accepted by the Store service over the phone or via e-mail.

4. When placing the order over the phone, the time of the agreement being concluded is the time of accepting the order being accepted by the Store service and confirming the order with the payment obligation by the Customer via e-mail.

5. The Order for the Goods purchased will be binding for the Seller, as per section 3 above or accepted for processing as per section 4 above.

6. Confirmation of the Order over the phone or by e-mail is opportunity to confirm the properties of the ordered Goods, possible correction of mistakes in personal data or the incorrect Order. Any later amendments might be difficult, as once the Order is accepted by the Seller, it is send for completion. The Store's service will make every effort to enable the Customer change of the delivery data, as well as (to the shipment time) exchange of the Order content. As for the changed order in the matter of time of the agreement being concluded and the order being binding section 3,4 and 5 above apply.

7. The terms of completing atypical Order are set each time individually with the Customer.

8. The goods are delivered UPS delivery service. The customer should cover the delivery cost.

9. Proof of the purchase- in form of receipt or VAT invoice- is each time attached to the shipped goods.

10. The purchases may be paid by:

a) money transfer into BZWBK bank account, with details as below:
WIPERAPP® EP sp. z o.o. sp.k.

ul. Kominiarska 42B, 51-180 Wrocław

PLN: 47 1090 2590 0000 0001 3389 5138

EUR: 83 1090 2590 0000 0001 3389 5266

b) COD, to be collected by delivery man, at the time of delivery.

c) via Przelewy24.pl website

The Operator of the website is Dialcom24 Sp. z o.o (limited liability), ul. Kanclerska 15, 60-327, Poznań registered with Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań, Nowe Miasto and Wilda in Poznań, VIII Commercial Division of National Court Register with the number KRS 0000306513, NIP (vat identification number) 7811733852, (Entrepreneur's Register number) Regon 634509164.

d) payment card or credit card.

The payment card operator is PayPro SA Agent Rozliczeniowy, ul. Kanclerska 15, 60-327 Poznań, registered with Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań, Nowe Miasto and Wilda in Poznań, VIII Commercial Division of National Court Register with the number KRS 0000347935, (vat identification number) NIP 7792369887, Regon (Entrepreneur's Register number) 301345068.

11. The Seller has a right to organize promotional or discount campaigns at cloud.wiperapp.eu. The terms and conditions of such campaign will be outlined in the relevant document.

12. When placing the Order as described in section 1 points b-d above the Customer submits the following personal data voluntarily:

a) name and surname,

b) address,

c) e-mail address,

d) phone number.

13. When placing the Order as described in section 1 points b-d above, the Customer who is not the Consumer, submits the following data voluntarily:

a) the Company's name, National Court Register (if awarded) and NIP (VAT identification number),

b) name and surname of the person ordering,

c) Company address,

d) e-mail address,

e) phone number.

14. Product range information available at cloud.wiperapp.eu is not the offer, it is an invitation to conclude the agreement as per art. 71 of the Civil Code.

15. Should the goods be purchased which are the portable data processing devices of weight equal or lower than 10 kg (laptops, notebooks, tablets, notepads etc.), mobile phones, smartphones, games consoles, other game or gambling devices with electronic display, of total value over 20 000 PLN as part of transaction of uniform character (for VAT purposes), the VAT taxpayer is a person or entity buying the goods.

16. The prices at cloud.wiperapp.eu are given in euro – converted according to average NBP exchange rate.

§4 Withdrawal from the agreement

1. The Customer who is Consumer, making a purchase at the Store, can withdraw from the sale agreement without giving reason within 14 days from taking the goods into possession, excluding the goods which:

- would be delivered separately, in batches or as parts- then the time for withdrawal is counted considering the day of taking into possession the last batch or part.
- are delivered regularly during fixed term- then time for withdrawal is counted considering taking into possession the first item.

2. The Consumer must return the item to the Seller or to the person authorized by the Seller without undue delay (no later than 14 days from the date he initiates his withdrawal request) unless the Seller offered to collect the goods. To keep the deadline, you only need to send the goods back before the period expires.

3. Only direct return costs will be covered by the Consumer.

4. If the goods were delivered to the Consumer's location at the moment of concluding the Agreement, the Seller is liable to collect these goods at his cost, if due to the goods specifics they cannot be returned via post.

5. The Consumer is responsible for diminishing the value of the goods resulting from the use which goes beyond the way necessary to verify their character, features and functionality.

6. The Store will immediately – and no later than 14 days from receiving the Consumer's notification about the withdrawal- refund the Consumer with all the payments made by him, including the delivery cost. The refund will be made in the same way which was used by you in the original transaction, unless the Consumer expressly s on a different solution; in any event, he will not incur any fees as a result of such reimbursement.

7. If the Store did not offer to collect the Goods from the Consumer, it can withhold the reimbursement until the Goods reception or until the proof of returning the goods is received- whatever occurs sooner.

8. The withdrawal should be made in writing. The exemplary form is appendix to this Terms and Conditions.

§5 Returns/ Complaints

1. The returns will be dealt with under the conditions the Goods are sent back to the Store at the cost of the buyer.

2. The Client not being the Consumer has a right to make a complaint/ return, to the extent permitted by law. the following requirements apply. All products must be returned with reasonable care having been taken (such as must not show wear or damage and must be in a condition that permits us to resell them). Packaged software and games must be returned with their seal intact. The Client not being the Consumer shall inspect the freight at presence of delivery person- condition of the Goods, in particular their quantity and accuracy with specification in sales contract and he also should check the substantive and formal accuracy of the receipt. Should any technical failures or damages occurring during delivery be noticed, the Customer not being the Consumer will prepare the damage report in two copies, describing the type and extent of the damage. The report is to be signed by the Customer not being the Consumer and by the delivery person. Preparing such a report is necessary condition for the Customer not being a Consumer to claim damages. The Customer not being a Consumer should also contact the Store.

3. The complaints should be send in writing to the Store's address.

4. Should a complain be submitted by The Customer not being a Consumer, to the letter described in section 3 above, the following must be attached: the proof of purchase (VAT invoice) and the damages report, as described in paragraph 2 above.

5. Only the defects in material and workmanship are subject to warranty. The foregoing warranties and remedies shall be void as to any Goods subject to:

a) mechanic damages caused by the Customer;

b) damages and faults resulting from of any use beyond or other than the stipulated application;

c) damages and faults resulting from external factor, in particular contamination, watering, environmental conditions harmful to the Goods, to include excessive humidity or exposure to sun;

d) damages resulting from electrical irregularity;

e) repairs by the Customer or third party;

f) the devices with the warranty seals damaged or removed.

6. The warranty is valid under the condition the warranty label is present and without any signs of tampering.

7. The complaints will be dealt within 30 days from receiving it. The information about solving it will be sent to the Customer to the e-mail address given or with registered post. Should the return/ complaint be accepted, the damaged Goods will be repaired or exchanged for the fault free one. If the product cannot be exchanged for new or another one, the Customer is entitled to price reduction.

8. The product pictures at wiperapp.eu cannot be the grounds of a product return.
9. If the Store didn't accept the Customer's return/ complaint, and he does not agree with the decision, he may request mediation at Wojewodzki Inspektorat Inspekcji Handlowej (Local Inspectorate of Trade inspection) in Wroclaw, Poland. The submission for Alternative Dispute Resolution should be addressed to:

Wojewodzki Inspektor Inspekcji Handlowej in Wroclaw,
ul. Ofiar Oświęcimskich 15 a,
50-069 Wrocław
Poland

Terms and conditions and the details of permanent arbitration tribunal organization are available at: <http://wiih.ibip.wroc.pl/public/?id=72313>.

§6 Personal data

1. Submitting personal data by the Customer is voluntary though necessary for providing the Customer with services.
2. The Seller processes the data to provide e-services, concluding and performing the Sale agreement concerning The Customer Order's placed at the Store, also during complain/ return procedure; and if the Customer expresses the consent, as described in § 2 item 1 to send the Customer commercial information via e-mail, too.
3. The Customer is entitled to access and to amend / remove it. Personal data may be amended/ removed after logging into the Customer's account.
4. Personal data of the Customers' may be shared with the parties authorized by the applicable law, including appropriate judicial authorities.
5. The detailed provisions concerning Customer's personal data protection are available at www.wiperapp.eu in [Privacy Policy](#) tab.

§ 7 Warranty

1. Only the product purchased in Poland, of the serial number specified in the purchase proof, with a warranty label without signs of tampering is subject to the Warranty. The Warranty shall apply solely in the territory of Poland.
2. The warranty period starts when the products are released to the Buyer and is binding for the time specified in 'warranty period'. Each time it is prolonged for the time consumed by documented warranty repair.
3. The warranty rights shall be executed solely by WIPERAPP®.
4. After noticing the fault, The Buyer shall immediately to report it and to ship the complete device set (with the equipment, packaging, correctly filled in warranty card, non- tampered warranty label) in condition enabling comprehensive diagnostics to address of the Guarantor.

5. The faults revealed during warranty period will be removed by the Guarantor at no additional cost, as soon as possible, no later than 14 working days from accepting the complete device.

6. The liability of the Guarantor in reference to the Warranty covers only the defects in material and workmanship. The Warranty does not cover the damages occurred after the sale, as a result of other reasons, in particular:

a) resulting from misuse, incorrect installation, reconfiguration, maintenance, storage or transport;

b) resulting from misfortune, such as fire, flood, thunder, war, terrorist attack, incorrect voltage another natural disaster or as a result of damage beyond the control of the Guarantor, including mechanical and chemical damage;

c) resulting from improper completion, development, extension, installation or repair as well as natural wear and tear or use beyond the stipulated application;

d) resulting from malfunctions of systems and user's software;

e) resulting from operations of the computer viruses, spyware, dialers, trojan horses etc.;

f) resulting from malfunction of the device after reconfiguration, extension or cooperation with software or devices of third parties;

g) resulting from lack of proper maintenance(e.g. contamination, dust of the optical elements, bearings, guides, fans, etc.);

h) damage of the optical drive resulting from CD/DVD being torn/ broken.

7. The Warranty does not cover materials and parts subject to normal tear and wear (fans, batteries, rechargeable batteries etc.) as well as all buffers of all available I/O ports of the computer.

8. As a part of the Warranty, the Guarantor is not responsible for loss of expected profits and the cost incurred due to use or inability to use the given product.

9. The foregoing warranties shall be void:

a) should the Guarantor identify the warranty seals or label to be tampered or serial numbers to be defaced or removed;

b) should any attempts to repair, alter or change the construction be made by unauthorized persons or companies;

c) should damages described at items 6 and 7 § 6 of these Terms and Conditions occur;

d) in case of lack of the warranty card.

10. Any Product and/or parts that are replaced pursuant to the repair are property of the Guarantor.

11. Should the complaint be unjustified, the Guarantor may charge the complaining party with the costs of tests, checks and the device transport.

12. This warranty shall not exclude, limit or suspend the Customer statutory rights or the rights arising from the contract.

§8 Final provisions

1. The Seller will put every effort to provide the service of the highest quality, however he cannot exclude that the Store may be temporarily unavailable, particularly in need of check-up, maintenance, devices exchange or due to needed development or modernisation of the Store.

2. In matters not covered by these Terms and Conditions, Polish legal provisions in force shall apply, in particular provisions of the Civil Code of April 23, 1964 (Journal of Laws 1964, no. 16, item 93 as amended), Consumers' Rights Code (Journal of Law 2014, item 827), as well as the provisions of the Privacy Policy of the Store of WIPERAPP® limited liability available at www.wiperapp.eu.

3. Any disputes arising between Consumer Customer and the Seller shall be settled by the court with the jurisdiction over the defendant.

4. The Store complies with good practice rules for e-commerce, available at <http://safebuy.pl/ecommerce-fair-play>.

5. Should the Seller amend these Terms and Conditions, each time he will obtain the Customer's approval of the amended Terms and Conditions.

6. These Terms and Conditions shall apply from 1 st September 2017.