

REGULATIONS of technical support SMOVE 24/7 from 29-03-2018.

§ 1 Preliminary provisions

1. The Regulations of technical support establishes principles and mode of provision of services of technical support for products offered by SMOVE.
2. The Regulations enter into force on 29-03-2018.

§ 2 Scope of granted support

1. As part of technical support, SMOVE Sp. z o.o. with its registered office in Knurów, ul. Przemysłowa 14, 44-100, KRS number: 0000522906, answers the Client's questions regarding the products' functionalities and helps to solve problems reported by the Clients' which occur during use of the products.
2. Technical support is provided exclusively in view of use of product sold by SMOVE as part of the offer and with respect to the product's version purchased by the Client.
3. Persons entitled to use the technical support are exclusively as follows:
 - a. SMOVE Clients who, along with the product, purchased an optional service of 24/7 technical support for 12 months,
 - b. Clients who purchased a separate service of 24/7 technical support available in the SMOVE's offer,
 - c. Clients, who after the end of the period of service provision, referred to in letter a or b, will purchase the one-time service for the price of gross PLN 100.00 for every started hour of provision of the service of technical support, when reporting a problem. In such case, the payment for the service will be based on invoice issued to the Client on the next working day from the day of performance of the service.
4. Technical support is provided starting from:
 - a. the date of product purchase along with the optional service of 24/7 technical support,
 - b. the date of purchase of separate service of 24/7 technical support,
 - c. the moment of purchase of one-time support service, referred to in section 3 letter c.
5. The Client, for the purpose of an attempt to solve the problem individually, should use the device's instruction manual received with the product or available on www.smove.pl, before using the support.

§ 3 Conditions for granting support

1. In order to implement the support services more efficiently, SMOVE creates a Client's data base, referred to in § 2 section 3 of these Regulations, containing full name and phone number of the Client entitled to use the service of technical support.
2. For proper identification of Clients entitled to receive the service, the Client who uses the service of technical support is obliged to use the phone number he/she provided upon purchase of the support service and located in the client database.

3. If the Client uses a phone number other than the one provided upon purchase and not located in the SMOVE database will result in lack of support.
4. If the Client changes the phone number previously entered to the database, the Client is entitled to request to update it. For this purpose, the Client should contact SMOVE at the e-mail address: kontakt@smove.pl, providing full name, old phone number and current phone number.

§ 4 Principles of granting support

1. Technical support is provided remotely 7 days a week 24 hours a day 365 days a year under the phone number **+48 730 964 757**. Provision of support in the Client's registered office is excluded.
2. The Client is obliged to provide data including the product's model and serial number and months and year of its purchase when reporting the problem.
3. The time devoted to handling of the technical matter presented by the Client is determined by the SMOVE technical department employee.
4. Tools and ways of implementing support, in particular methods of solving the problem, are selected exclusively by SMOVE depending on the assessment of the reported matter. The Client is not entitled to request implementation of technical support in a manner or form chosen himself/herself.
5. The Client may be required to provide the e-mail address for contact or for installation and running the TeamViewer application, with provision of a stable Internet connection, for the purpose of fulfilling the support service more fully with the use of the remote desktop.
6. The Client is obliged to honestly and truthfully provide data connected with the reported problem. SMOVE is not liable for any consequences connected with provision of false or incorrect data by the Client in the order.
7. The Client who does not personally use the technical support is obliged to assign a responsible person having sufficient technical knowledge regarding both the used equipment and software for contact with the technical support service, for effective communication with the technical support service consultant to be possible.
8. Technical support service does not cover:
 - a. training from the scope of the product operation,
 - b. changes in product's functionalities,
 - c. extension of software function or modifying it at user's request,
 - d. introducing changes or modifications in the Client's registered office,
 - e. consulting not connected with the product's function, in particular legal and tax, as well as business activity run by the Client.

§ 5 Technical conditions

1. Using the SMOVE technical support by the Client is not associated with incurring additional charges, with provision of the case indicated in § 2 section 3 letter c, save for incurring telecommunications costs by the Client. In this scope, the Client incurs charges for phone calls established by his/her network operator.
2. Contact with the Client takes place with use of services commonly shared by external network operators. Therefore, SMOVE cannot ensure the access to offered means of communication to be uninterrupted and is not liable for interruptions in telephone or electronic communication caused by independent factors or causes impossible to avoid without incurring additional costs. In particular, it regards interruptions and disturbances in correct operation of external connections and telecommunication devices.

§ 6 Limitations

1. Provision of technical support to the Client:
 - a. does not constitute confirmation of any liability (or entering into liability by) of SMOVE towards the Client for products sold to him/her, in particular it does not constitute, even indirect, confirmation of any product flaw or imperfection,
 - b. does not result in creation of any entitlement towards SMOVE or third persons, in particular does not pose a warranty or other form of reassurance that recommendation presented within technical support will lead to the solution of the technical matter in a way corresponding to the Client's expectations, nor does it pose acceptance of flaw notification or complaint submittal (claim resulting from a warrant or guarantee) regarding the product.
2. Services provided in the scope of technical support constitute an agreement of diligent action within limits specified by these Regulations and are not an agreement ensuring achievement any result. In particular, SMOVE does not guarantee that technical support will meet the Client's requirements or expectations.
3. SMOVE is not liable towards the Client or third parties for damage, destruction, losses, lost profits or unrealised profits or other expected profits, alternatively repair costs or performance of other activities of similar nature or for any other detriments or other unfavourable after effects remaining in connection with following the recommendations given in view of support, use of which takes place exclusively on a voluntary basis. The abovementioned regards respectively lack of responsibility from SMOVE for interruptions in the provision of technical support service.
4. SMOVE is entitled to refuse provision of technical support, in particular when:
 - a. The Client does not provide information which SMOVE deemed as necessary for implementation of support,
 - b. further procedure (recommendation) in context of the presented technical issue was already indicated or became purposeless or pointless in SMOVE's opinion,
 - c. The Client violates the provisions of these Regulations.

§ 7 Confidentiality

1. Technical support provided for the Client is confidential in nature.
2. Use of specialist knowledge obtained within support is acceptable exclusively in the scope connected with individual use of this product by the Client.
3. It is forbidden for the Client to take any advantage connected with further use even part of that knowledge, including sharing it for third parties, provided that this limitation does not regard activities strictly connected with projects implemented by him/her with the use of the product justified by the Client's interests, unless this does not conflict with SMOVE's interests.

§ 8 Processing of personal data

1. The Client grants consent for processing by SMOVE his/her personal data such as: full name, phone number, IP/MAC address and e-mail address for the purpose of implementation of technical support services. Legal basis for processing is Art. 6 section 1 point b of the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR) (OJ EU L 2016.119.1).
2. Processing of data will take place for the purpose of implementation of technical support from the date of service according to package chosen by the Client and after ending of which, for the period necessary for legally justified pursue of claims, protection of SMOVE's rights or performance of responsibilities imposed by provisions of the law.
3. Contractor's personal data will be processed personally by SMOVE with provision of exceptions in respective provisions. Regardless of this, recipients of data may be entities wherewithal or through which SMOVE realises its goals, referred to in section 2.
4. The Client has the right to access his/her data provided as part of technical support service, to amend them, to request their rectification, unless they are incorrect, to erase them or restrict their processing, as well as to raise an objection towards processing and also the right to data portability. Furthermore, the Client has the right to file a complaint to the appropriate supervisory authority.

§ 9 Amendment of the Regulations

1. SMOVE is entitled to unilaterally amend these Regulations.
2. Each amendment of these Regulations is dated with the date of its entry into force, which happens with the moment of its publication on the SMOVE's website. Amendments to the Regulations are used for support services implemented after the date of their entering into force. Amendments to the Regulations have no effect in relation to services provided before their entering into force.