

## “Studentchat” Rules of Conduct for students

### I. Definitions

1. These “Studentchat” Rules of Conduct (Rules) are the set of regulations for the “Studentchat” service (Service).
2. The Service is provided by one2tribe sp. z o. o. (one2tribe) in Reguły, 77 Bodycha St, 05-816 Michałowice, NIP: 534-223-74-75 registered with KRS Number 0000177042 in XIV Department of the National Court Register in Warsaw. In all aspects one2tribe should be considered as Provider of the Service.
3. Other definitions:
  - 1) Telecommunications Operator – Polska Telefonia Cyfrowa S.A. provides GSM network services in Poland (Operator).
  - 2) GSM (Global System for Mobile Communications) – mobile phone network.
  - 3) MSISDN (Mobile Station International Subscriber Directory Number) – GSM mobile phone number, as recorded on SIM card in the phone.
  - 4) Client, User, Participant – subscriber (excluding companies) using services of GSM network Operator.
  - 5) Premium SMS – service provided by GSM Operator, in which sending SMS is more expensive than standard SMS service from one mobile phone to another.
  - 6) Premium SMS Number – used by Client participating in the Service.
  - 7) SMS Message – a short text message, sent by Client to Premium SMS Number.
  - 8) MMS Message – multi-medial message (with text, graphics, photos, sound or video) sent by the Client.

### II. Information and general rules

4. Hereby presented Rules provide regulations for participation in the Service and come into force with publishing on website.
5. Provider reserves the right to modify the Rules. The latest version of the regulations will be always published on [www.studentchat.pl](http://www.studentchat.pl) website.

### III. Service rules

6. The “Studentchat” is a mobile chat. The User may define the groups for friends and create the virtual place for discussions. The Service is available by SMS or WWW.
7. The User sends SMS messages to number **80700** (0 PLN with VAT).
8. The Service is available for every person that wants to subscribe by sending SMS "SC" to free **8089** number. The User will be asked for the User's Nick via the SMS sent in return.
9. The User may send unlimited number of SMS messages to **80700** number as long as the User is an active User as stated in the act no 8.
10. The “Studentchat's” aim is the discussion among the friends. The “Studentchat” has the following features:

- 1) The User may communicate with others thanks to the Service.
- 2) The User may create groups that facilitate the communication with many friends at the same time.
- 3) Only one SMS is needed to deliver the information to the whole group.

#### IV. Commands

Current list of commands is on:

#### Commands

#### V. Registration and User's data

12. The User registers in the Service by subscribing the Service in the subscription system PTC (SMS "SC" to free **8089** number).
13. The User's data that are processed by the Service:
  - 1) obligatorily – the telephone number (MSISDN);
  - 2) optionally – the e-mail address.
14. When registering with the Service the User agrees to the processing of his personal data that are necessary to participate in the Service, i.e. the telephone number.
15. When registering with the Service the User agrees to the receiving SMS messages with information about the events directly connected with the Service, i.e. concerning promotion, competitions, events and the latest changes in the Service.
16. Within the framework of appropriate forms published on the Service's website ([www.studentchat.pl](http://www.studentchat.pl)) the User may agree to make his e-mail the mean of communication with him.
17. The Provider will not verify the User's data with the data of the mobile phone's owner (possessed by the Telecommunications Operator) from which the phone connection has been obtained.

#### VI. User's Responsibility

18. The User accepts the fact that many other Users use the Service at the same time. The User's behaviour and all the information the User sends influence the situation in the Service and shape opinions and emotions. The feelings resulting from the Service are the derivative of people's behaviour. That is why the User commits to:
  - 1) using the Service in accordance with its intention
  - 2) refraining from using words and phrases commonly regarded as indecent, that may insult other Users as well as all those that may threaten the teenagers' mental, emotional and moral development. In order to evaluate the character of such elements the rules of Radio and Television act from 29.12.1992 (Dz. U. 2001, Nr 101, poz. 1114 z późniejszymi zmianami) will be used.
  - 3) refraining from actions that may negatively influence the Users' community, including persecution of other Clients
19. Infringement of the Rules, rules of the Polish law and general rules of good community relations may be punished by blocking the User's access to the Service

## VII. Provider's Responsibility

20. The User accepts the fact that he participates in the web Service which the rules and the plot are continuously developed by the Provider and co-created by other Users.

21. The Provider reserves the right to introduce changes in the Service if new abilities occur or in the case of technical constraints.

22. The Provider reserves the right to change the traits or numerical values, related to the Service's algorithms at every moment during the Service delivery, without giving the reasons.

23. The Provider provides service limited by existing technical abilities.

24. The Provider commits to repairing the malfunctions of the Service as quickly as possible, taking into account the possessed technical abilities.

25. The Provider reserves the right to stop the service delivery in connection with the necessity of Service maintenance, repair and development of its elements, as well as the circumstances independent on the Provider.

26. The Provider is not responsible for detriments and losses being a result of the User's participation in the Service, including the detriments and losses caused to the third party, but mainly for:

1) publishing the content against the Rules

2) publishing the content misleading for other Users

3) using the User's data by the third party as a result of the illegitimate coming into possession of the User's mobile phone, his identity and password.

4) sending a great number of announcements by the Client to another Client (spam) using the commands functioning in the Service

27. The Provider is not responsible for the detriments suffered by the User that result from:

1) not delivering the return SMS when the User is out of reach or when the User turns the mobile phone off;

2) delay in the information exchange

3) partial, ambiguous or out-of-date information range given by the User in the Service;

4) technical pauses in the Service delivery resulting from the maintenance procedures or failure from independent reasons;

## VIII. Fees

28. The fee for the Service is 1 PLN with VAT for every started week of using the Service. The fee does not concern the first, free week (the first week after the registration in the Service). After the first free week the subscription to the Chat for Students service extends for the next week and the fees are counted automatically.

29. In the framework of the fee the User is given 150 SMSes every week (subscription SMSes), intended for sending commands connected with the Service to the **80700** number.

30. At every moment the User may buy a package of extra SMSes (extra SMSes): 150 SMSes for 1 PLN (1.22 PLN with VAT) – the User sends SMS PACKAGE to **71702** number

31. During the subscription period the User sends SMSes in the Service to free **80700** number.

Every SMS sent makes the pool of available SMSes smaller.

32. Extra SMSes sum up and move on to the next account period of Subscription (next week).

33. The Subscription SMSes not used in one account period do not sum up and do not move on to the next account period of Subscription (next week).

34. The User may check the number of available SMSes in the account period by sending SMS ACCOUNT to 80700 number. This SMS is not subtracted from the whole pool of SMSes available.

35. During the subscription period the User may pay for the next account period of Subscription (i.e. a week) by sending SMS PACKAGE to **7189** number (1 PLN /1.22 PLN with VAT). This way the User may pay for more than the current account period and get the package of weekly subscription SMSes faster.

36. The User may quit the Service (quit the subscription) by sending SC ANULUJ to free **8089** number. When the subscription cancelled the User loses all the subscription and extra SMSes gathered.

37. Any discount resulting from the telecommunication's tariffs of the Mobile Phone Operator is not taken into account in the Service.

IX. Information about the Service and help for the Users.

38. Information about the Service is published at website: [www.studentchat.pl](http://www.studentchat.pl)

39. Any correspondence concerning the Service's functioning (help, questions, opinions and observations concerning the Service) should be directed to support@one2tribe.pl or at online Service forum [www.studentchat.pl](http://www.studentchat.pl)

40. The answers to frequently asked questions will be published at online Service forum ([www.studentchat.pl](http://www.studentchat.pl)) regularly.

X. Complaints

41. The complaints concerning the Service's functioning should be sent via e-mail to support@one2tribe.pl or via registered letters to one2tribe sp. z o. o. ul. Bodycha 77, 05-816 Michałowice

42. In order to consider the complaint the Consideration Committee has been found. The Consideration Committee's decision concerning the complaint is final.

43. The complaint is correct when at least the following data are included: the User's identification (including name, surname, address, e-mail address, mobile phone number) and the description of a problem being the reason of complaint. All the complaints not including the data listed are not valid.

44. The Provider will do his best to make the complaints considered in 7 (seven) days since the day the Provider receives the complaint.

45. The complaints may be made not later than 2 weeks since the moment the Service is terminated by the Provider. Information about the Service's termination will be published at website: [www.studentchat.pl](http://www.studentchat.pl)

46. The User will be informed about the complaint's consideration via registered letter or via e-mail sent to the User's e-mail address given in the complaint application immediately, but not later than 14 days since the day of complaint's consideration.

## XI. Final resolutions

47. Any situation not regulated by the hereby presented Rules is regulated by the Polish law (including the Civil Code).

48. In order to consider any conflicts that may occur during providing the Service and after the termination of the Service the appropriate court is the court appropriate locally and materially for the one2tribe headquarters.