

TERMS OF SERVICE

This document is an English translation of the official and binding Polish document. Your use of our services constitutes your agreement to be bound by the rights and obligations described in this translation. The interpretation and application of these terms are exclusively governed by Polish law. Should any inconsistency arise between this translation and the Polish original, the Polish version is the sole authoritative source for all purposes.

§ 1. General Provisions

1. These Terms of Service set forth the rules for using the services provided electronically via the website available at <https://relay.hetman.app>, hereinafter referred to as the "Service", operated by Hetman Maksymilian Sawicz, with its registered office at ul. Żelazna 2, 40-851, Katowice, Poland, Tax Identification Number (NIP): 6343062073, Statistical Identification Number (REGON): 543011486, email address: support@hetman.app, hereinafter referred to as the "Service Provider".
2. These Terms of Service are addressed to all users of the Service, who may only be natural persons, hereinafter referred to as "Users".
3. Before starting to use the Service, the User is obligated to read the contents of these Terms of Service. Using the Service is tantamount to accepting all its provisions and undertaking to comply with them.
4. The services provided by the Service Provider consist of providing Users with access to the following functions, collectively referred to as the "Service":
 - the ability to generate and manage email aliases ("Relays"), which forward messages to email addresses indicated by the User ("Destination Addresses"),
 - and other functionalities offered currently or in the future within the Service.
5. A necessary condition for using the Service is possessing:
 - an end device with Internet access and a web browser,
 - an active and functioning email account (Destination Address),
 - an up-to-date web browser with JavaScript and cookies enabled.
6. The Service is intended exclusively for individuals who have reached the age of 18.

§ 2. Definitions

1. Terms of Service - this document specifying the rules for providing the Service.
2. Service - the Service Provider's website available at <https://relay.hetman.app/>.
3. Service Provider - the entity providing the Service, as indicated above in § 1(1).
4. User - a natural person using the Service.
5. Identity Provider - an entity providing User authentication services, which the Service uses. The Identity Provider is Hetman IDP (<https://idp.hetman.app>), operated by Hetman Maksymilian Sawicz, ul. Żelazna 2, 40-851 Katowice, Tax ID (NIP): 6343062073, Statistical ID (REGON): 543011486, email: support@hetman.app.
6. User Account - an individual space within the Service, created automatically upon the User's first login via the Identity Provider, enabling the use of the Service.
7. Relay - an email alias randomly generated via the Service, which forwards received email messages to the Destination Address.

8. Destination Address - an email address created and added by the User, indicated during the Relay configuration, to which email messages sent to the Relay address are forwarded.
9. Service - all electronic services and functionalities offered by the Service Provider via the Service.

§ 3. Rules for Using the Service and Logging In

1. Using the functionalities of the Service requires having a User Account.
2. A User Account is created automatically by the Service upon the User's first login via the Identity Provider. Logging in to the Service occurs solely using the authentication means provided by the Identity Provider.
3. The use of the Identity Provider's services (including the login process, creating and managing a digital identity) is governed by the terms of service and privacy policy of the Identity Provider, available on the website <https://idp.hetman.app>. The User is obligated to read these documents before logging in to the Service for the first time.
4. The User bears sole responsibility for maintaining the confidentiality of their login credentials (in particular, passwords) with the Identity Provider and for all actions taken through that account which result in logging in to the Service.
5. The User is prohibited from sharing their User Account and generated Relays with third parties.
6. The Service Provider reserves the right to temporarily suspend or permanently delete a User Account in the event of a breach of the provisions of these Terms of Service.

§ 4. Rules for Using the Service

1. The User undertakes to use the Service in a manner consistent with the applicable Polish law, the provisions of these Terms of Service, the principles of social coexistence, and good practices.
2. In particular, the User is prohibited from using the Service to:
 - send unsolicited commercial messages (spam), chain letters, or other forms of mass communication not requested by recipients,
 - engage in activities that compromise the security of websites, IT systems, or ICT networks (e.g., port scanning, hacking attempts, distributing malware),
 - transmit, store, or disseminate content that is:
 - illegal, including content promoting criminal activity,
 - infringing copyright or related rights,
 - defamatory, libelous, threatening, obscene, pornographic, or inciting hatred,
 - constituting trade secrets or confidential information of third parties.
 - use Relays for purposes related to fraud, extortion, phishing, identity theft, or other criminal activity,
 - undertake actions aimed at disrupting the functioning of the Service, including slowing it down, preventing its use, or in any way causing a limitation of the availability or proper operation of the Service.
3. The Service Provider reserves the right to monitor traffic related to Relays in order to detect abuse and violations of the Terms of Service.
4. In the event of a reasonable suspicion that the User is violating the provisions of the Terms of Service, the Service Provider has the right to:
 - block or immediately delete the specific Relay,
 - temporarily suspend access to the User Account,
 - permanently delete the User Account, without notice.

5. Actions taken by the Service Provider in accordance with section 4 do not prejudice its right to seek compensation from the User for the damage caused.

§ 5. Fees and Payments

1. The Service Provider provides the basic Service under the terms of a Free Plan ("Free Service"). Access to additional features and higher service limits occurs after the User purchases a selected Paid Plan ("Paid Service"). By "Plan" is meant a set of specific functionalities and limits, which is available to the User under the Free Service or after purchasing one of the Paid Services. The full scope of the Service, including details, limits, and features available under individual Plans (free and paid), is specified in the Price List, available on the main page and in the User Account.
2. Paid Services.
 - A condition for using the Paid Service is concluding an agreement for the provision of the Paid Service by selecting and activating the chosen Plan on the Service and paying the due fee.
 - Prices for Paid Services are given in euros (EUR) and are gross prices (including any applicable taxes), unless otherwise stated in the Price List.
 - Paid Services are provided in monthly or annual cycles, according to the User's choice made during Plan activation.
3. Payments and Settlements. Payments for Paid Services are handled exclusively by the external payment provider Stripe (<https://stripe.com/legal>). By using Paid Services, the User accepts the terms of service of this provider and its privacy policy. All matters related to payment methods, the settlement process, refunds, or debt collection are governed by the terms of that provider, unless otherwise provided in these Terms of Service. The Service Provider does not store or process the User's full payment data.
4. Cancellation of Paid Services.
 - The User may cancel Paid Services at any time. Cancellation is done exclusively by disabling the auto-renewal function in the Stripe payment services panel, accessible after logging into the User Account. The Service Provider does not provide the possibility to cancel a Paid Plan in any other way.
 - Cancellation results in the cessation of charges from the end of the current, prepaid billing cycle.
 - The Service Provider does not refund fees already collected, which results directly from the loss of the right to withdraw from the contract under Article 38(13) of the Consumer Rights Act.
 - After switching to the Free Service, the User Account will be adjusted to the limits and features of that Plan. The Service Provider is not liable for any loss of data or access to features exceeding the limits of the Free Service that may have occurred in connection with the Plan change.

§ 6. Personal Data Protection

1. The controller of Users' personal data is the Service Provider.
2. Personal data is processed for the purpose of providing the Service, maintaining and improving its quality, as well as for the purposes indicated in the separate Privacy Policy, which constitutes an integral part of these Terms of Service.
3. The Privacy Policy specifies in detail the purposes, bases, and scope of data processing, as well as Users' rights related to data processing.

4. By using the Service, the User accepts the provisions of the Privacy Policy.
5. The definitions used in the Privacy Policy have the same meaning as in these Terms of Service, unless the Privacy Policy expressly states otherwise.

§ 7. Intellectual Property Rights

1. All rights to the Service, including its source code, graphics, logos, name, layout, and the content contained therein (excluding content uploaded by Users), are the property of the Service Provider or entities that have granted it appropriate licenses and are protected by legal provisions, in particular the Act on Copyright and Related Rights.
2. The Service Provider grants the User a non-exclusive, territorially unlimited license to use the Service solely for the purpose and to the extent consistent with its intended use and the provisions of these Terms of Service. The license is granted on the following principles:
 - Free license: To the extent corresponding to the Free Service.
 - Paid license: To the extent corresponding to an active Paid Service Plan.
3. The User is prohibited from modifying, copying, distributing, or creating derivative works based on elements of the Service without the express, written consent of the Service Provider.

§ 8. Liability

1. The Service Provider makes efforts to ensure the Service is available without interruptions. However, it is not liable for interruptions in the functioning of the Service caused by:
 - force majeure;
 - failures or maintenance work by external hosting and infrastructure service providers (in particular, Railway, OVH);
 - the fault of the User;
 - the necessity to introduce unscheduled updates or changes to the Service.
2. The Service Provider acts as a provider of content forwarding services. It is not responsible for the content of messages sent via Relays, including their legality, reliability, truthfulness, or completeness. Responsibility for the content of a message rests solely with the sender of the original message or the User whose Relay was used.
3. The Service Provider is not liable for:
 - temporary unavailability, failures, errors, interruptions in operation, or other technical issues related to the functioning of the Identity Provider, preventing or hindering login to the Service,
 - the storage of login credentials (in particular, passwords) with the Identity Provider or for the security of the user account with the Identity Provider,
 - actions or omissions of the Identity Provider related to the processing of the User's personal data, including any security breaches on the part of the Identity Provider.
4. The Service Provider is not liable for any damages suffered by the User in connection with the use or inability to use the Service, in particular for loss of data, lost profits, or damages resulting from using the Service in a manner contrary to the Terms of Service.
5. The User bears full liability towards the Service Provider and third parties for any damages caused in connection with their violation of the provisions of the Terms of Service or applicable law.

§ 9. Account Deletion

1. The User has the right to delete their User Account on the Service at any time. Account deletion occurs by submitting a request via email to: support@hetman.app

2. Deleting the Account on the Service results in:
 - permanent deletion of all User data accumulated on the Service,
 - loss of access to the Service via the Identity Provider - reusing the Service will require the automatic creation of a new User Account upon the first login.
3. Deleting the Account on the Service does not automatically delete the User's account with the Identity Provider. To delete their account with the Identity Provider, the User must contact the Identity Provider directly.

§ 10. Final Provisions

1. The Service Provider reserves the right to unilaterally amend the provisions of these Terms of Service for important reasons, in particular legal changes, changes in the scope of the Service, or technological development.
2. Users will be notified of any changes at least 7 days before they take effect, via an email message or a notice displayed on the Service.
3. The User has the right to terminate the contract within 30 days of receiving the notification if they do not accept the changes.
4. Failure to terminate the contract within this period is considered acceptance of the new terms.
5. In matters not regulated by these Terms of Service, the provisions of Polish law shall apply, in particular the Civil Code and the Act on the Provision of Services by Electronic Means.
6. Any potential disputes arising from the performance of the contract concluded on the basis of these Terms of Service will be examined by the court having jurisdiction over the Service Provider's registered office.