

Terms of Use and Privacy Policy of the mobile application Perfume Finder by FM WORLD

§1. General provisions

1. This document sets out the terms of use and privacy policy of the mobile application Perfume Finder by FM WORLD (hereinafter referred to as an "Application") available for smartphones.
2. The creator and supplier of the Application, as well as personal data administrator is FM GROUP World Artur Trawiński Spółka z ograniczoną odpowiedzialnością Sp. k. (limited partnership), ul. Żmigrodzka 247, 51-129 Wrocław, NIP: 895-187-00-93, NCR (KRS): 0000268185, District Court for Wrocław – Fabryczna in Wrocław, 6th Economic Department of National Court Register (hereinafter "FM WORLD"), website: www.fmworld.com, e-mail address: app@fmworld.com.
3. The service provided via the Application consists in the fact that the Application user answers questions, then on the basis of the responses the Application mechanism selects a fragrance/product from the collection of the products offered by FM Cosmetics UK with the seat in London 490-492 Neasden Lane North London NW10 0DG, United Kingdom (hereinafter the "franchisee", "FM WORLD Branch") and sold under the "FM GROUP", "FM WORLD", "FM Federico Mahora", "Pure" brand names.
4. Information on the products selected by the Application may be sent to the e-mail address indicated by the user, provided that the user indicates the e-mail address beforehand.
5. The Application also makes it available to publish the test results and suggestions of products sold under the "FM GROUP", "FM WORLD", "FM Federico Mahora", "Pure" brand names on Facebook, a social media portal. The condition of publication is to have a user account on Facebook.
6. The user is authorised to use the mobile Application for their personal use solely.
7. All copyrights related to the Application including the rights relating to texts, pictures, graphics, logos, navigation solutions belong to FM WORLD or third parties from which FM WORLD obtained the appropriate license.
8. Upon application download, FM WORLD grants the user a non-exclusive license to use the application in accordance with its intended purpose, which includes the right to multiply only in so far as it is necessary for commissioning, operation and storage of the Application on the user's devices. The license does not entitle to sublicense.
9. The Application can be downloaded free of charge from the following stores:
 - a. Google Play
 - b. App Store
10. The Application user covers the cost of data transmission and telephone conversations. These costs are consistent with the provider price list.

§2. Technical requirements

1. The condition of Application download and use is to have a working smartphone which meets the following specifications:
 - a. for the version downloaded from Google Play:
 - Android system version not lower than 4.0.4
 - b. for the version downloaded from App Store:
 - IOS version not lower than 6.0
2. For proper and full use of the application it is also required to have an active Internet and telephone connection.

§3. Uninstalling the Application

1. The user may discontinue use of the application at any time. To remove the Application from the device one should uninstall the Application in accordance with the instructions of the device.
2. Discontinuation of the Application use is free of charge.

§4. Updating the Application

1. FM WORLD reserves the right to continually update the application, which consists, among others, in extending the range of services and tools available, as well as updating the Application in relation to the current FM WORLD product offer, without compromising its quality.

2. FM WORLD informs users about Application updates via information published on its website www.fmworld.com.
3. A new software version will be downloadable from:
 - a. Google Play
 - b. App Store
4. The user individually decides whether to download the Application update by the settings in their device. Automatic update downloads result from personal settings of the device. If the user does not wish to receive any updates automatically they should disable automatic updates on their device.

§5. Personal data

1. The scope of personal data processing covers the following Application user data: e-mail address and telephone number, provided that these have been previously provided by the user. The scope of processing also covers data concerning the Application performance and test results.
2. The user provides personal information voluntarily.
3. FM WORLD makes personal data in the form of an e-mail address and phone number (if provided by the user) as well as data concerning the Application performance and test results available to the franchisee (FM WORLD Branch).
4. Personal data as well as data concerning the Application performance and test results will be processed in order to obtain full and proper operation of the Application as well as for technical purposes. The data is also processed for statistical purposes of the administrator and the FM WORLD Branch (the franchisee).
5. Every User has the right to access their personal data, the right to correct, amend, and – in cases provided for by law – to process and delete the data.

§6. Complaints

1. Questions or complaints regarding operation of the Application, including services provided by its means should be sent to: app@fmworld.com or via traditional mail to the address of FM WORLD. The service provider shall review the complaint within 14 days of its receipt and inform the user about the claim consideration result.
2. Where the information provided in the complaint requires supplementing FM WORLD shall, before dealing with claim, address the claimant to supplement the complaint.
3. A consumer has the right to consider a claim and pursue claims:
 - a) through mediation efforts of provincial Inspectorate of Trade Inspection inspectors,
 - b) before permanent arbitration courts at the provincial Inspectorate of Trade Inspection inspectors

§7. Final provisions

1. These Terms of Use are made available free of charge before installing the Application.
2. In matters not regulated by these Terms of Use, provisions of the generally applicable Polish law shall be applicable.
3. These Terms of Use shall become effective from 19 April 2016.