

Terms of service „ SMS ACCESS CODE“

§1. General provisions

1. Service "SMS access code" (hereinafter "Service") is available to all GSM users who have purchased a SIM card of one of the Polish GSM operators.
2. The service is provided by with a seat in,, postal code, registered in the District Court in (.....) under number, hereinafter referred to as
3. Phrases used in the present terms of service shall mean:
 - GSM - (the Global System for Mobile Communications) - system of cellular digital telephony;
 - Operator - the operator of the GSM network providing GSM services; operators conduct business activities on the Polish territory are: Polkomtel S.A. (joint-stock company), Polska Telefonía Komórkowa Centertel Spółka z o.o (Polish Cellular Telephony Centertel Ltd.), Polska Telefonía Cyfrowa Spółka z o.o. (Polish Digital Telephony Ltd.), P4 sp. z o.o. (Ltd.), Sferia S.A. (joint-stock company);
 - SMS - (short messaging system), system of short text messages;
 - SMS Access Code (hereinafter „the SMS code”) – - the code to access the resources of webpages, portals and Internet services. Access to services may be limited in time or in quantity, depending on the nature of the service.
 - SMS Premium – – shortened special issue number with higher value, allowing charging the subscriber (post-paid) or user (prepaid) of the GSM Operator's network an additional amount resulting from the requested services: 92 596
4. All person (henceforth referred to as Client) that commences using the Service and sends a Premium SMS message to any of the Premium SMS numbers accepts thus the present terms of service.

§2. Using the Service

1. To purchase using the SMS Premium a unique SMS CODE allowing temporary or limited in quality access to the content of websites, portals and other Internet services you should send to the stipulated Premium SMS number a message with the content specified in the product description.
 3. The cost of sending one Premium SMS/MMS message is, depending on the number:
 - number - price of zł (..... inc VAT);
3. Fees for use of the Services shall be collected by the GSM Network Operators.
4. Premium SMS message can be sent only using an active SIM card.
5. In response to their order, Customers will receive an SMS text message containing a unique SMS code allowing them access to the content offered.
6. In case of having sent a Premium SMS/MMS message with content or to an inappropriate Premium SMS/MMS, the Client receives from the a return SMS with information about the error.
7. No information published on the website for the Services constitutes an offer to sell (within the meaning of the Civil Code) of any goods or services presented on the website of the Service and thus cannot be used grounds for demands for conclusion of contracts of sale of goods or services.
8. Users have the right to use the purchased SMS Code only for personal usage purposes.
9. Copy, display or data transmission is prohibited.
10. Complaints regarding the Service can be sent to the e-mail address: reklamacje@teleaudio.pl

§ 3. Responsibility

1. states that it will make utmost effort so that the services performed are of the highest level.

2. is not responsible for the problems in the functioning of the Service related to quality of services provided directly by the GSM network Operators and lack of availability of the messages in the network of the recipient.

3. is not responsible for non-functioning or improper functioning of the Services related to non-functioning or problems in functioning of the Internet and for delays in services due to force majeure. For the purposes of the present Terms of service, as force majeure shall be understood in particular: a strike, administrative decisions, court rulings, failures of telecommunications networks or gateway systems of other companies, problems in functioning of GSM network operators and the Internet. In the case of force majeure, will be entitled to postpone the service commencement until the removal of obstacles and restoration of balance of the system.

4. is not responsible for content, information and materials (downloaded from the Internet) or for the consequences of their use.

5. is not liable for damages resulting from misuse of the Service by the Customers.

6. Notwithstanding the aforementioned provisions, has the right to discontinue providing the Service at any time if such a justified request is directed to by the Operator. Subject to relevant legislation and the present terms of services, is not responsible for damage caused by the transmission system malfunction, including equipment failures, delays and disruptions in transmission of information.

§ 4. Final Provisions

1. Any dispute relating to the implementation of the present Terms of Service shall be resolved by the competent common courts.

2. reserves itself the right to change the content of the present Terms of Service. Any changes will be posted on the website..... and will enter into force upon their publication.