

## TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES AS PART OF THE PARENTAL CONTROL APPLICATION (mOchrona) OF THE NATIONAL EDUCATION NETWORK (OSE)

(Version dated: 01/12/2021)

### 1. Definitions

1.1. The terms used herein shall have the following meanings:

- a) **Agent** – a user of the Parental Control Application of the National Education Network on the part of the Service Provider, whose task is to support the User and the Child in the use of the Application;
- b) **Application** – Parental Control Application of the National Education Network - software made available by the Service Provider, installed as a mobile application on the User's Device linked to the User Account, which can also be accessed by the User on the Website, as well as installed on the Child's Device (as a mobile application or in the Windows version). The main functionality of the Application on the User Device is the Parent Panel, which can be accessed after logging into the created User Account. The Application on the Child's Device has the functionalities specified herein;
- c) **Child** – a minor user of the Application (on the Child's device), i.e. a person below the age of 18, whose parent or legal guardian is the User;
- d) **Password** – a sequence of alphanumeric characters and/or selected special characters defined by the User, required for identification and authentication of the User when logging in;
- e) **Consumer** – a natural person concluding a legal transaction with the Service Provider that is not directly connected to his or her economic or professional activity;
- f) **Account** – a part of the Application reserved for the User, enabling him or her the use of Electronic services. A given User Account is linked to the Application on the Child's device that has been added to it;
- g) **Login** – the process of identification and authentication of the User on the Application;
- h) **Parent Panel** – a part of the Application (on the User's device), an interface accessible by logging in by the User to the Application either in its mobile form or via the Website, which enables the User to manage all its functionalities;
- i) **Privacy and Cookies Policy** – the Privacy Policy of the Parental Control Application (mOchrona) of the National Education Network (OSE), i.e. a document describing: the purpose, manner and scope of processing the Users' personal data by means of the Application, the Users' rights in connection with the processing of their personal data, and types of cookies used in the Application. The Privacy and Cookies Policy is available on the Website (at: <https://ose.gov.pl/regulaminy-i-dokumenty>);
- j) **Terms and conditions** – these terms and conditions for the provision of Electronic Services as part of the Application;
- k) **Account Registration** – the process of creating an Account in the Application by the User;
- l) **Website** – the website operating at: <https://ose.gov.pl/mochrona> and its individual subpages, from which the User may also access the Application, and the Parent Panel operating at <https://rodzic-mochrona.ose.gov.pl> providing access to a User Account by logging in;

- m) **OSE Network** – a public ICT network for the provision of publicly available ICT services to schools within the meaning of Art. 2(2) of the Act of 14 December 2016 - Education Law (Journal of Laws of 2020, item 910, as amended), with the exception of adult education schools;
- n) **Child's Device** – a terminal device used by the Child (e.g. a mobile phone (smartphone), tablet, notebook, computer), registered by the User on the User Account;
- o) **User's Device** – a terminal device used by the User, in particular mobile phones (smartphones), tablets, notebooks and computers;
- p) **Electronic service** or **Service** – a service provided electronically pursuant to these Terms and Conditions by the Service Provider when using the Application or the Website, i.e. a service provided without the simultaneous presence of both parties (at a distance), by transmitting data at the individual request of the User, sent and received by means of electronic processing devices, including digital compression and data storage, which is entirely transmitted, received or broadcast via an ICT network within the meaning of the Act of 16.07.2004 - Telecommunications Law (dated 30.03.2021, Journal of Laws of 2021, item 576 as amended);
- q) **Service Provider** – Naukowa i Akademicka Sieć Komputerowa - Państwowy Instytut Badawczy (the Scientific and Academic Computer Network - National Research Institute) with its registered office at ul. Kolska 12, 01-045 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw 13<sup>th</sup> Commercial Division of the National Court Register under KRS number: 0000012938, REGON: 010464542, NIP: 5210417157;
- r) **Act on the provision of electronic services** – Act of 18 July 2002 on the provision of electronic services (dated 03 March 2020, Journal of Laws of 2020, item 344 as amended);
- s) **User** – a natural person with full legal capacity, who is a consumer and a statutory parent or legal guardian of the Child.

## 2. General information

- 2.1. These Terms and Conditions constitute the terms and conditions for the provision of electronic services, referred to in Art. 8.1.1 of the Act on the provision of electronic services and specify:
  - a) types and scope of Electronic services,
  - b) terms and conditions for the provision of Electronic services,
  - c) terms and conditions for the conclusion and termination of agreements for the provision of Electronic services,
  - d) complaint procedures related to Electronic services.
- 2.2. The administrator of the Application and the Website is the Service Provider.
- 2.3. The Application for smartphones can be downloaded from Google, Apple and Huawei (it can also be downloaded as a software for Windows to be installed on the Child's Device). The User may also access it on the Website (at: <https://ose.gov.pl/mochrona>).
- 2.4. The Application offers a suite of services allowing the User (parent or legal guardian of the Child) to protect the Child against inappropriate online content. In particular, the Application allows to block certain types of content, so that it is not displayed when the Child uses the Internet, or allows access only to selected categories of websites or applications. The User can hide adult content in the search results on the Child's Device. The User can also view a summary of the Child's online activity on the Child's Device.

- 2.5. Providing access to the Application by the Service Provider falls within the scope of the Service Provider's statutory tasks referred to in Art. 5 of the Act of 27.10.2017 on the National Education Network (dated 03.08.2020, Journal of Laws of 2020, item 1334 as amended).
- 2.6. The use of the Application and the Electronic services is voluntary and free of charge.
- 2.7. The Service Provider provides the Electronic services on the basis of these Terms and Conditions.
- 2.8. The Terms and Conditions are published by the Service Provider free of charge on the Website (at: <https://ose.gov.pl/regulaminy-i-dokumenty>) and in the Application prior to the conclusion of the agreement for the provision of Electronic services and at the User's request in such a manner so as to enable obtaining, reading and recording of the content of the Terms and Conditions by means of the IT system used by the User.
- 2.9. Before starting to use the Application and the Electronic services, the User is obliged to read the Terms and Conditions.
- 2.10. The User must comply with the provisions hereof from the moment of starting to use the Application and the Electronic Services.
- 2.11. By using the Application and the Electronic services, the User is deemed to agree to the Terms and Conditions, including the conclusion of an agreement for the provision of Electronic services, without the need to enter into a separate agreement.

### 3. Types of Electronic services

- 3.1. As part of the Application, the Service Provider offers the following Electronic services:
  - a) **Account Registration** in the Application;
  - b) **Login** to the User Account;
  - c) **Account Editing**;
  - d) **Removal of the Application** from the User's or the Child's Device;
  - e) **Account Deletion**;
  - f) **Contact** with the Service Provider using the contact form on the Website;
  - g) **Internet browsing control** to limit the Child's access to content inappropriate for his or her age;
  - h) **Application use control** to limit the Child's access to applications inappropriate for his or her age;
  - i) **Access to educational content** in the field of online safety on the Internet
  - j) **Parent Panel** enabling the User to view a summary of the Child's activity on the Internet on the Child's Device and to change the configuration of the Application on the Child's Device
  - k) **Communication** between the Child and the User, enabling, in particular, sending messages via the Application, sending the Child requests to open a particular website or to install a specific application on the Child's Device
  - l) **S.O.S. button** enabling the Child to send an alarm notification to the Parent Panel;
  - m) Monitoring by the User of the **Sound and vibration settings** on the Child's Device - only for Android devices;
  - n) Monitoring the **Battery level** on the Child's Device;
- 3.2. The Services indicated in points 3.1 c) - o) shall be provided after registration and logging into the Account.
- 3.3. A detailed description of the Services listed in points g) - o) is set out in Annex 1, which constitutes an integral part hereof.

#### 4. Terms and conditions for the provision of Electronic services

- 4.1. In order to be able to properly use the Application, the Website and the Electronic services, the following requirements must be met:
- a) access to a computer or mobile device (e.g. smartphone, tablet) connected to the Internet;
  - b) minimum screen resolution:
    - i. computer: 1024×768 pixels;
    - ii. mobile device: 320x480 pixels;
  - c) installed operating system:
    - i. computer: *MS Windows 8.1, MS Windows 10,*
    - ii. mobile device: iOS v10.0 or above, or Android v6.0 or above, or HarmonyOS v1.0 or above;
  - d) access to a current version of a web browser on a computer: Microsoft Edge, Mozilla Firefox, Opera lub Google Chrome;
  - e) access to a current version of a web browser on a mobile device: Microsoft Edge, Mozilla Firefox, Opera, Google Chrome, Safari, Huawei Browser, Android Browser, Samsung Internet;
  - f) JavaScript enabled in the web browser;
  - g) cookies enabled in the web browser.
- 4.2. The Services Provider undertakes to make every effort to ensure that the Application and the Website operate continuously, 7 days a week, 24 hours a day.
- 4.3. The Service Provider provides technical support to the Users concerning the functioning of the Application and the Website. Support is provided on weekdays from 8:00 a.m. to 4:00 p.m.
- 4.4. The Service Provider reserves the right to:
- a) send the User e-mails concerning the operation of the Application or the Website, or legal information concerning Electronic services;
  - b) modify the Application or the Website, including the scope and type of the Electronic services and the functionalities of the Application;
  - c) to introduce temporary maintenance breaks necessary to update, upgrade, maintain and develop the Application or the Website.
- 4.5. The Service Provider will inform the User of any maintenance breaks by posting a message on the Website and/or sending a message to the User's e-mail address no later than 24 hours before such a planned break.
- 4.6. In special circumstances affecting the security or stability of the Application or the Website, the Service Provider has the right to temporarily cease or limit the provision of the Services without prior notice to the Users.
- 4.7. The User shall be aware that the provision of the Services may be interrupted in the event of inadequate quality of the connection, damage to or defects of the ICT equipment, power supply systems, computers or mobile devices, failure of the ICT network, power cuts or any action by the User or third parties during the use of the Services.

#### 5. Terms and Conditions for the use of the Application or the Website

- 5.1. When using the Application or the Website, the User is obliged to comply with the provisions of the law and these Terms and Conditions. In particular, the User is obliged to refrain from:
- a) posting on the Application or on the Website content that infringes the rights of third parties, or that does not comply with the applicable laws or the principles of social coexistence;

- b) posting on the Application or on the Website any content that disrupts the functioning of the ICT systems, or causes any other interference with the functioning of the Application or the Website;
  - c) disrupting the normal use of the Application or the Website by other Users;
  - d) making attempts to obtain the access data of other Users to the Application;
  - e) registering fictitious Accounts on the Application;
  - f) making attempts at unauthorised access to the Application.
- 5.2. The User is also obliged to:
- a) use solely his or her own Account;
  - b) provide accurate data during Registration or Account Editing;
  - c) update his or her personal data immediately in case of any changes;
  - d) keep his or her Password and Access Data safe and not make them available to third parties.
- 5.3. The Application ensures that each User (parent or legal guardian of the Child) can assign the Child to the same Parent Panel, with identical settings for each parent or legal guardian of the Child (User). Any changes in the Parent Panel introduced by one of the parents or legal guardians (User) shall result in identical changes in the panel of the other parent or legal guardian.

## 6. Account Registration, Login, Account Editing and Account Deletion

- 6.1. In order to register a User Account:
- a) the User completes and sends electronically the registration form available after downloading and installing the mobile Application or available on the Website,
  - b) the User confirms, by ticking the appropriate box, that he or she has read and accepts these Terms and Conditions, as well as the Privacy and Cookies Policy,
- 6.2. In the registration form, the User is required to provide the following information:
- a) a-mail address,
  - b) password,
  - c) digital PIN code (from 4 to 8 characters) as an alternative authentication method for of the User.
- 6.3. In order to complete the Account Registration process, the User must activate the link sent by the Service Provider in an email to the User's email address provided in the registration form.
- 6.4. A single User may register only one Account with one e-mail address, which means that it is not possible to register more than one Account by providing the e-mail address which is currently ascribed to the Account in the Application.
- 6.5. After a correct Account registration in the Application, the User gains access to the assigned Account.
- 6.6. In order to log in, after Account Registration, the User must complete and submit the login form available in the Application on the User's mobile Device or on the main page of the Website.
- 6.7. A logged in User can:
- a) change the e-mail address assigned to the Account (this requires reactivation of the Account);
  - b) change the Password;
  - c) add and edit the Child's data (the Child's age and user name) in the User Account;
  - d) add a Child's Device to the Account in order to link the User Account in the Application (in particular the Parent Panel) with the Application on the Child's Device;
  - e) change the settings of the Internet browsing control or Application use control;
  - f) monitor the Child's activity on the Child's Devices lined with a given User account, including:
    - time spent using applications and browsing the internet,
    - Internet activity (categories of websites visited),

- application activity (categories of the applications used),
  - associated Devices (the list of the Child's Devices linked with the Parent account),
  - Child's Devices used (the devices used by the child and the current status of the devices (online / offline)),
  - notifications sent from the Application on the Child's Device,
  - S.O.S. notifications,
- g) remove the Account (the Account shall be removed no later than within 3 days after sending a request for removal).
- 6.8. In order to enable the Service Provider the provision of the Services specified herein, the User shall install the Application on his or her Device, on the Child's Device, register a User Account and link the Application on the Child's Device with the User Account. It may be necessary to enable appropriate permissions required by the operating system of the User's Device or Child's Device for the correct functioning of the Services in the Application. If the Application on the Child's Device is linked with the User Account, it is reflected in the Parent Panel.
- 6.9. The User may request a Password reminder. A message with a Password reminder will be sent to the User's email address provided during registration. Resetting and changing the Password requires entering the same Password twice. Changing the Password terminates all User sessions on the Application and logs the User out of the Application.
- 6.10. In order to uninstall the Application, the User will be required to provide the User's login and Password or PIN. Successful uninstallation of the Application on the User's or Child's Device will be confirmed by a standard system message and a push notification in the Parent Panel; however, in the case of using the Application on an iOS device the User is only informed about the uninstallation of the Application on the Child's Device.
- 6.11. Point 6.10 does not apply to Windows, where, instead of a PIN code, system mechanisms of an Administrator account are used, which account is authorised to uninstall the Application.
- 6.12. The User may delete his or her User Account in the Application. In order to do it, it is necessary to log in to the Parent Panel (in the mobile Application or on the Website).
- 6.13. In the event of a lack of activity on the User Account for a period of six months, the Account shall be automatically deleted, which the Application User shall be notified about in advance (3 days before the deletion of the account).
- 6.14. All User data related to the Account will be deleted after the deletion of the Account.

## 7. Intellectual property rights

- 7.1. All intellectual property rights to the Application and the Website shall be owned by the Service Provider or the entities from which the Service Provider acquired the right to include them in the Application or the Website. The User is granted a non-exclusive right to use the Application and the Website under the terms of use specified herein. Copying, reproduction, distribution and other forms of use of the Application or Site for purposes other than non-commercial personal use or in a manner not permitted by law is prohibited.

## 8. Agreement for the provision of Electronic services

- 8.1. These Terms and Conditions constitute an integral part of the agreement for the provision of Electronic services concluded by the Service Provider with the User.
- 8.2. Under the agreement for the provision of Electronic services, the Service Provider agrees to provide free of charge the Services selected by the User and described herein.



- 8.3. The Agreement for the provision of Electronic services shall be concluded for an indefinite period of time at the moment when the User starts to use the Services made available as part of the Application, after Account Registration.
- 8.4. The Agreement for the provision of Electronic services shall be terminated when the User ceases to use of the Services made available as part of the Application, i.e. at the time of Account deletion (automatically, without the need to submit any additional requests), subject to the options indicated in point 8.6. or in the manner specified in point 8.9.
- 8.5. The Service Provider reserves the right to discontinue the provision of the Services (including temporary blocking of the Account) in the following cases:
- violation of the provisions hereof by the User,
  - posting by the User false or unlawful content in the Application or on the Website, which violates the personal interests of third parties or the legitimate interests of the Service Provider,
  - using the Services by the User in a manner contrary to their intended purpose.
- 8.6. The Service Provider reserves the right to terminate the agreement for the provision of Services (including permanent removal of the Account) in the following cases:
- repeated and notorious breaches referred to in point 8.5 hereof,
  - the User's inactivity in the Application (if the User has not logged in for at least 6 months from the activation of the Account or the last Login),
- 8.7. The Service Provider will notify the User about his intention to terminate the agreement for the provision of Services, establishing a 7-day deadline for the User to cease the breaches or remove the consequences thereof.
- 8.8. In the case of termination of the agreement for the provision of Services, the Service Provider has the right to delete the User's data stored in his or her Account.
- 8.9. The User may also terminate the agreement for the provision of Services with immediate effect without specifying the reasons by sending an appropriate declaration by email to: [mochrona@nask.pl](mailto:mochrona@nask.pl).

## 9. Limitation of liability

- 9.1. The Service Provider shall not be held liable for:
- technical problems or limitations in the terminal devices, ICT system or infrastructure used by the User, which prevent the User from using the Application, the Website and the Electronic services correctly;
  - the User's loss of data due to a failure of his or her terminal device, ICT system or infrastructure, or other circumstances and reasons not attributable solely to the Service Provider;
  - the consequences of using the Application or the Website by the User in a manner violating the applicable law, the provisions of these Terms and Conditions or the principles of social co-existence;
  - unavailability of the Application or the Website due to force majeure, temporary maintenance break, or the User's actions or omissions;
  - any damages resulting from discontinuation of the provision of Services, if such discontinuation was due to the User's fault, unauthorised access to the User Account, malicious software, the User's failure to secure the Account, or the User's breach of the provisions of the law or these Terms and Conditions.
- 9.2. The individual content categories (visible to the User in the Application) used for the Internet browsing control and Application use control functionalities have been defined by the Service

Provider and are subject to changes. The categorisation of websites or applications is carried out with due diligence, on the basis of external categorisation databases provided by entities cooperating with the Service Provider. However, it may happen that a website or an application is assigned to an inappropriate category (or incorrectly included or not included in a given category) for reasons beyond the control of the Service Provider or the above-mentioned entity cooperating with the Service Provider. Any noted irregularities in terms of the assignment of websites or applications to appropriate categories should be reported to: [mochrona@nask.pl](mailto:mochrona@nask.pl)

## 10. Consumers

- 10.1. The User, who is a Consumer, has the right to withdraw from the agreement for the provision of Electronic services concluded remotely, within 14 days from its conclusion. The Consumer who wishes to exercise the aforementioned right may use the template attached as Annex 2 hereto by sending a completed declaration to the Service Provider's registered address or by e-mail to: [mochrona@nask.pl](mailto:mochrona@nask.pl)
- 10.2. The Service Provider informs the User who is a Consumer that for certain types of services the Consumer will not be able to exercise the right to withdraw from the agreement in accordance with Art. 38 of the Consumer Rights Act of 30.05.2014. This applies in particular to:
  - a) agreements for the provision of services - in cases when the Service Provider has performed the service in full with the express consent of the Consumer, who was informed in advance that after the provision of the service in question by the Service Provider, the Consumer will lose the right to withdraw from the agreement;
  - b) agreements for the provision of digital content that is not recorded on a tangible medium, if the provision of the service was commenced with the express consent of the Consumer before the end of the deadline for withdrawal from the agreement and after the Service Provider has notified the Consumer of the loss of his or her right to withdraw from the agreement.
- 10.3. The Service Provider would like to inform the Users who are Consumers about the ODR platform, which is a tool created by the EU legislation for amicable and out-of-court settlement of disputes. The platform is available at:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 10.4. Information about the procedure and the list of entities authorised to resolve consumer disputes can be found at:  
[https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).

## 11. Personal data protection

- 11.1. The Users' personal data is processed a part of the Application in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and other provisions of generally applicable law.
- 11.2. Detailed information about: the purpose, manner and scope of processing the Users' personal data via the Application, the Users' rights in connection with the processing of their personal data and the types of cookies used in the Application can be found in the Privacy and Cookies Policy.

## 12. Complaint handling procedure

- 12.1. Complaints concerning Electronic services, in particular concerning irregularities or interruptions in the functioning of the Application or the Website, may be sent to the Service



Provider's e-mail address: [mochrona@nask.pl](mailto:mochrona@nask.pl) within 30 days of the occurrence of the irregularity in question.

- 12.2. A complaint shall include at least the following information: full name of the person submitting the complaint and a description and date of the occurrence of irregularity.
- 12.3. The Service Provider undertakes to process the complaint within 30 days from the date of its submission. If the Service Provider has not responded to the complaint within the deadline referred to in the preceding sentence, it shall be deemed that the complaint has been accepted.
- 12.4. The Service Provider will respond to the complaint by sending a message to the e-mail address from which the complainant was sent, unless the person submitting the complaint requests another available form of notification.

### 13. Changes to the Terms and Conditions

- 13.1. The Service Provider has the right to unilaterally amend the Terms and Conditions for important reasons, including, without limitation:
  - a) when an amendment to the Terms and Conditions is necessary due to a change in the provisions of generally applicable law or if a particular provision of the Terms and Conditions has been declared illegal;
  - b) in the event of a change in the type and scope of the Electronic services and in the principles of their provision;
  - c) in order to fulfil obligations resulting from the generally applicable law, a final court ruling or an administrative decision.
- 13.2. The Service Provider shall notify the User about any changes to the Terms and Conditions 14 days in advance before they are introduced by posting information on the main page of the Website for a period of at least 14 days and by sending a message with the new version of the Terms and Conditions to the User's e-mail address within the indicated period.
- 13.3. The User has the right to terminate the agreement for the provision of Electronic services within 14 days from the date of notification of the changes to the Terms and Conditions. If the User does not exercise the abovementioned right as specified above, the User shall become bound by the provisions of the amended Terms and Conditions.
- 13.4. The User may submit a declaration of withdrawal from the agreement for the provision of Electronic services by sending it to the address of the Service Provider's registered office or by e-mail to: [mochrona@nask.pl](mailto:mochrona@nask.pl)

### 14. Final provisions

- 14.1. All trade names used in the Application or on the Website are trademarks protected by law and may only be used with the Service Provider's consent.
- 14.2. Pursuant to Art. 6.1 of the Act on the provision of Electronic Services, the Service Provider informs that the use of the Application or the Website may involve certain risks typical of electronic services, in particular infection with malicious software by third parties, password mining or any other activity aimed at taking control over the User's identity. At the same time, the Service Provider informs that he has taken all necessary steps to minimise the aforementioned risks.
- 14.3. Should any provision hereof be deemed as invalid or ineffective, it shall not affect the validity of the remaining provisions. The invalid or ineffective provision shall be replaced by another provision, which has an effect as close as possible to that of the replaced provision and the entire Terms and Conditions, and at the same time complies with the provisions of the applicable law.

- 14.4. Any disputes in connection with the provision Electronic services, with Users who are not Consumers, shall be settled by the court with jurisdiction over the seat of the Service Provider.
- 14.5. In matters not covered by these Terms and Conditions and the provisions of the Act on the provision of electronic services, the Civil Code and other mandatory provisions of law shall apply.
- 14.6. These Terms and Conditions become effective from the date of their publication on the Website.

## Annexes

- 1) Annex 1 - Detailed description of the Electronic services
- 2) Annex 2 - Template of the declaration of withdrawal from the agreement for the provision of Electronic services by the consumer

## Annex 1 - Detailed description of the Electronic services

### 1. Internet browsing control

- 1.1. A functionality which ensures the protection of the Child by controlling the selection of websites available to the Child on the basis of predefined categories, the purpose of which is to limit access to content considered by the User to be inappropriate for the Child's age. Categories of websites with harmful content to the Child have been blocked by default.
- 1.2. The Application allows the User to define his or her own website selection policy on the Child's Device, on the basis of a list of categories recognised by the Application.
- 1.3. The configuration of website selection policy may be modified, in particular by means of the blocked page exception lists, i.e. URLs and IP addresses to which the Child does not have access, as well as the unblocked page exception lists, i.e. URLs and IP addresses, which have been marked by the User as trusted.
- 1.4. The User has the possibility to add exceptions to the blocked and unblocked list of websites. The exceptions added to the aforementioned lists override restrictions related to the website category.

### 2. Application use control

- 2.1. A functionality which ensures the protection of the Child by monitoring the software installed on the Child's Device, the purpose of which is to restrict the Child's access to applications considered by the User to be inappropriate for the Child's age. The "Dating" category has been blocked by default.
- 2.2. The Application allows the User to define his or her own access policy to mobile applications on the Child's Device, on the basis of a list of applications recognised by the Application. This functionality is not available for the Windows version of the Application.
- 2.3. The configuration settings of mobile application access policies may be modified, in particular by means of the blocked applications exception list, i.e. a list of applications and their categories to which the Child does not have access, as well as the unblocked applications exception list, i.e. a list of applications and their categories, which have been marked by the User as trusted.

- 2.4. The User has the possibility to add exceptions to the exception list of mobile applications. The exceptions added to the aforementioned lists override restrictions related to the application category.
- 2.5. In addition, the User will be informed each time a new application is installed on the Child's Device and will be able to decide whether to allow the Child access to it. This functionality is not available for the Windows version of the Application.

### 3. Access to educational content

- 3.1. A functionality which is designed to increase Parents' and Children's knowledge in terms of Internet safety.
- 3.2. The educational content will be available in the Application in the form of articles, the extended versions of which will be available on the Service Provider's educational website.
- 3.3. The User will be notified each time new educational content on the topic of child safety on the Internet is added, by means of a push notification in the Application. The User may enable or disable such notifications at any time.

### 4. Parent panel

- 4.1. A functionality which provides a summary of the child's activity and enables the use of all the functionalities of the Application.
- 4.2. Parent Panel is available both in the Application (as part of this Application), as well as in the form of a dedicated website: <https://rodzic-mochrona.ose.gov.pl>. The description of this particular service applies both to the dedicated website and to the Parent Panel available in the Application, as they both contain the same functionalities.
- 4.3. The Parent Panel there offers a summary of the Child's activity, including data (reports) on time spent on browsing websites or using applications. The summary tab contains a set of information that can be filtered by a specific day or time frame. The history covers a maximum of the last 30 days of activity.
- 4.4. The functionality of the summary of the Child's online activity is activated upon the User's request.
- 4.5. It includes the following options:
  - a) Internet activity, which displays the categories of websites visited by the Child. The list of the most frequently visited categories of websites includes a maximum of 10 items;
  - b) Application activity, which displays the categories of applications used by the Child. The list of the most frequently used categories of applications includes a maximum of 10 items.
- 4.6. The Devices Used functionality displays in the Parent Panel information about the Devices used by the Child and their current status (online/offline).
- 4.7. The Associated Devices functionality displays in the Parent Panel a list of devices linked to the Parent account and used by the Child.

### 5. Communication

- 5.1. A functionality which is designed to enable information exchange between the User and the Child.
- 5.2. The Child can use the Application to send a request to the User to be allowed to open a particular website or to install a particular application. The information with the Child's request includes the date and time, as well as the name and category of the website or the application requested.
- 5.3. The Child can send any text message to the User via the Application.

- 5.4. The User can send any text message to the Child or to the other Parent via the Application or the Parent Panel.
- 5.5. The Service Provider can send information, e.g. with educational content or links to educational games, to the User or the Child via the Application.

## 6. S.O.S. button

- 6.1. A functionality in the Application on the Child's Device which allows to Child to send an emergency notification to the Parent Panel. When the Child presses the S.O.S. button, a push notification is sent automatically to the Parent Panel.
- 6.2. The button is located in a dedicated tab that prevents accidental and unintentional activation.
- 6.3. The notification is sent in real time and informs the Parent that the Child is in danger and requires immediate help.
- 6.4. The User can specify and change the list of persons who receive S.O.S. notifications in the Parent Panel.

## 7. Sound and vibration settings

- 7.1. A functionality in the Parent Panel which allows monitoring of sound and vibration settings on the Child's Device. It is only available for Android Devices.
- 7.2. In the Parent Panel, the User can see the current sound settings (sound, vibration, muted) on the Child's Device.

## 8. Battery level

- 8.1. A functionality which allows to check the battery level on the Child's Device (once every hour by default). The battery level is represented by the battery icon, which shows the battery status and the remaining power level.
- 8.2. The User can modify the frequency of checking the battery level on the Child's Device through the Parent Panel.
- 8.3. When the battery level is lower than 20%, an alert is sent to the Parent via a push notification in the Parent Panel.

Annex 2 - Template of the declaration of withdrawal from the agreement for the provision of Electronic services by the consumer

### Declaration of withdrawal from the agreement for the provision of Electronic services

Service provider: Service Naukowa i Akademicka Sieć Komputerowa - Państwowy Instytut Badawczy (the Scientific and Academic Computer Network - National Research Institute) with its registered office at ul. Kolska 12, 01-045 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warszawy XIII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS: 0000012938, REGON: 010464542, NIP: 5210417157.

User: \_\_\_\_\_,

E-mail address: \_\_\_\_\_,

Address: \_\_\_\_\_.

I hereby withdraw from the agreement for the provision of electronic services consisting in

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Comments/Justification (optional):

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Date, signature: \_\_\_\_\_