

Terms of Service

This document is an English translation of the official and binding Polish Terms and Conditions. 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 specify the rules for using 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, Business Statistical Number (REGON): 543011486, e-mail address: support@hetman.app, hereinafter referred to as the "Service Provider".
2. The Terms of Service are directed to all users of the Service, who may only be natural persons, hereinafter referred to as "Users".
3. Before commencing the use of the Service, the User is obliged to read the content of these Terms of Service. Using the Service is equivalent to accepting all its provisions and committing 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":
 - a) the ability to generate and manage email aliases ("Relays"), which forward messages to the email addresses specified by the User ("Destination Addresses");
 - b) and other functionalities offered currently or in the future within the Service.
5. The necessary conditions for using the Service are having:
 - a) an end device with internet access and a web browser;
 - b) an active and functioning email account (Destination Address);
 - c) an up-to-date web browser with JavaScript and cookie support enabled.
6. The Service is directed exclusively to individuals who have reached the age of 18.

§ 2. DEFINITIONS

1. Terms of Service - this document specifying the rules for the provision of the Service.
2. Service - all electronic services and functionalities offered by the Service Provider via the Service, including but not limited to the generation and management of email aliases (Relays) and other functionalities offered currently or in the future through the website available at <https://relay.hetman.app/>.
3. Service Provider - the entity providing the Service, as indicated above in § 1 section.
4. User - a natural person using the Service.
5. User Account - an individual, password-protected space within the Service, created during the Registration process, enabling the use of the Service.
6. Registration - the process of creating a User Account by completing and accepting the registration form available in the Service.
7. Relay - an email alias randomly generated via the Service, which forwards received email messages to a Destination Address.

8. Destination Address - an email address created and added by the User, specified during the configuration of a Relay, to which email messages sent to the Relay address are forwarded.

§ 3. RULES FOR USING THE SERVICE AND REGISTRATION

1. The use of the Service's functionalities requires completing the Registration and creating a User Account.
2. During Registration, the User is obliged to provide data that is true, accurate, and current, and to update it promptly in case of any changes.
3. The User is solely responsible for maintaining the confidentiality of the data used to log in to the User Account (email and password) and for all actions taken using their Account.
4. It is prohibited for the User to share their User Account and generated Relays with third parties.
5. The Service Provider reserves the right to temporarily suspend or permanently delete a User Account in the event of a violation of the provisions of these Terms of Service.

§ 4. RULES OF SERVICE USAGE

1. The User undertakes to use the Service in a manner consistent with the universally binding Polish law, the provisions of these Terms of Service, the principles of social coexistence, and good customs.
2. In particular, the User is prohibited from using the Service for:
 - a) distributing unsolicited commercial messages (spam), chain letters, or other forms of mass communication not requested by recipients;
 - b) activities compromising the security of websites, IT systems, or telecommunications networks (e.g., port scanning, attempted breaches, distribution of malware);
 - c) transmitting, storing, or disseminating content that is:
 - illegal, including that which promotes criminal activity;
 - infringing copyright or related rights;
 - defamatory, slanderous, threatening, obscene, pornographic, or inciting hatred;
 - constituting trade secrets or confidential information of third parties.
 - d) using Relays for purposes related to fraud, scams, phishing, identity theft, or other criminal activity.
 - e) undertaking actions aimed at disrupting the functioning of the Service, including slowing down its operation, preventing its use, or in any way causing limitation to the availability or proper functioning of the Service;
3. The Service Provider reserves the right to monitor traffic related to Relays in order to detect abuses and violations of the Terms of Service.
4. In the event of a justified suspicion that the User is violating the provisions of the Terms of Service, the Service Provider has the right to:
 - a) block or immediately delete the given Relay;
 - b) temporarily suspend access to the User's Account;
 - c) permanently delete the User's Account, without notice.
5. Actions taken by the Service Provider in accordance with section 4 shall not infringe upon its right to seek compensation from the User for damages incurred.

§ 5. REMUNERATION AND PAYMENTS

1. The Service Provider provides the basic Service under the terms of the Free Plan ("Free Service"). Access to additional features and higher service limits is granted after the User purchases a selected Paid Plan ("Paid Service"). "Plan" means a set of specific functionalities and limits 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 the respective Plans (free and paid), is specified in the Price List, available on the main website and in the User Account.
2. Paid Services.
 - a) The condition for using a Paid Service is the conclusion of an agreement for the provision of the Paid Service by selecting and activating the chosen Plan within the Service and paying the due fee.
 - b) The prices for Paid Services are quoted in euros (EUR) and are gross prices (including applicable taxes), unless otherwise stipulated in the Price List.
 - c) Paid Services are provided on a monthly or annual billing cycle basis, in accordance with the User's choice made during Plan activation.
3. Payments and Settlements.

Payments for Paid Services are processed exclusively by the external payment provider Stripe (<https://stripe.com/legal>). By using Paid Services, the User accepts the terms of service and the privacy policy of this provider. All matters related to payment methods, the settlement process, refunds, or debt collection are governed by the terms of this provider, unless otherwise stipulated in these Terms and Conditions. The Service Provider does not store or process the User's full payment data.
4. Cancellation of Paid Services.
 - a) The User may cancel Paid Services at any time. Cancellation is effected solely by disabling the automatic renewal function within the Stripe payment services panel, accessible after logging into the User Account. The Service Provider does not provide any other method for cancelling a Paid Plan.
 - b) Cancellation results in the cessation of fee charges from the end of the current, pre-paid billing cycle.
 - c) The Service Provider does not refund already collected fees, which is a direct consequence of the loss of the right to withdraw from the contract pursuant to Article 38(13) of the Polish Act on Consumer Rights.
 - d) After switching to the Free Service, the User Account will be adjusted to the limits and features of that Plan. The Service Provider shall not be liable for any loss of data or access to features exceeding the limits of the Free Service that may occur in connection with the change of Plan.

§ 6. PERSONAL DATA PROTECTION

1. The controller of the Users' personal data is the Service Provider.
2. Personal data is processed for the purpose of providing the Service, its maintenance and quality improvement, as well as for the purposes indicated in the separate Privacy Policy, which forms an integral part of these Terms and Conditions.
3. The Privacy Policy specifies in detail the purposes, legal bases, and scope of data processing, as well as the 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 and Conditions, 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 within it (with the exception of content submitted by Users), are the property of the Service Provider or entities that have granted it appropriate licenses, and are protected by law, 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 and Conditions. The license is granted on the following terms:
 - a. Gratis License: For the scope corresponding to the Free Service.
 - b. Paid License: For the scope corresponding to the active Paid Service Plan.
3. The User is prohibited from modifying, copying, distributing, or creating derivative works based on the elements of the Service without the express, prior written consent of the Service Provider.

§ 8. LIABILITY

1. The Service Provider exercises due diligence to ensure the Service remains available without interruption. However, it shall not be liable for interruptions in the operation of the Service caused by:
 - a) force majeure;
 - b) failures or maintenance work carried out by external hosting and infrastructure service providers (in particular, Railway, OVH);
 - c) the fault of the User;
 - d) the necessity to introduce unplanned updates or changes to the Service.
2. The Service Provider acts as a provider of content transmission services. It is not liable for the content of messages transmitted via the Relays, including their legality, reliability, truthfulness, or completeness. Liability for the content of messages lies solely with the sender of the original message or the User whose Relay was used.
3. The Service Provider shall not be liable for any damages incurred 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 the use of the Service in a manner contrary to these Terms and Conditions.
4. The User bears full liability towards the Service Provider and third parties for any damages caused by the User's violation of the provisions of these Terms and Conditions or universally binding law.

§ 9. FINAL PROVISIONS

1. The Service Provider reserves the right to unilaterally amend the provisions of these Terms and Conditions for important reasons, in particular due to 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 enter into force, via email or a message displayed in the Service.

3. The User has the right to terminate the agreement within 30 days of receiving the notification, if they do not accept the changes.
4. Failure to terminate the agreement within this period shall be deemed acceptance of the new terms.
5. In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply, in particular the Civil Code and the Act on the Provision of Electronic Services.
6. Any potential disputes arising from the agreement concluded on the basis of these Terms and Conditions may be brought by the consumer before the competent courts of the consumer's country of residence or before the courts of Poland, at the consumer's choice.
7. These Terms and Conditions come into force on 18 September 2025.