

Terms and Conditions of use of the 'ChatMaja' Service provided by the Foundation for Women and Family Planning

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General Provisions

1. The Terms and Conditions define the terms and technical conditions of the service *the SRHR Informant Chatbot*, 'ChatMaja', provided electronically through the website <https://federa.org.pl/> and via Signal communicator, in accordance with Article 8 of the Act of 18 July 2002 on the provision of electronic services.
2. The Terms and Conditions specify in particular: the type and scope of the service provided electronically, terms and conditions of providing the Service, conditions for concluding and terminating an agreement for the provision of electronic services, and complaint procedure.
3. The Terms and Conditions are made available free of charge, electronically, in a form that allows the document to be downloaded, read, recorded, reproduced, and printed.
4. The Service Provider provides the service electronically in accordance with the Terms and Conditions.
5. The Service Provider operates in the territory of the Republic of Poland. The Service is addressed to natural persons residing in the territory of the Republic of Poland and is subject to the provisions of Polish law.

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Definitions

The terms used in the Terms and Conditions shall have the following meanings:

- 1) **Service Provider** - the Foundation for Women and Family Planning with its office registered at 13/15 Nowolipie Street, 00-150 Warsaw, entered into the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, entry number:

KRS 0000919580, NIP 5252875947, REGON 389928249, e-mail:
kontakt@federa.org.pl;

- 2) **Chatbot, Service** – the SRHR Informant Chatbot, ‘ChatMaja’, i.e. a service that constitutes an automatic tool for supporting communication with the Foundation with the use of the option provided on the federa.org.pl website or via the Signal communicator and serves as a means to answer questions related to reproductive health and reproductive rights.
- 3) **Terms and Conditions** – the following Terms and Conditions of using the ‘ChatMaja’ service provided by the Foundation for Women and Family Planning adopted by Resolution No. 1/2025/Z of the Management Board of the Foundation for Women and Family Planning, of 24 February 2025;
- 4) **Privacy Policy of the ‘ChatMaja’ Service** – the Privacy Policy of the ‘ChatMaja’ service provided by the Foundation for Women and Family Planning, adopted by the Resolution No. 2/2025/Z of the Management Board of the Foundation for Women and Family Planning of 24 February 2025, available at: <https://federa.org.pl/pp-czatbotka>;
- 5) **Privacy Policy of the Service Provider** – the Privacy Policy of the Foundation for Women and Family Planning, constituting an attachment to Resolution No. 8/2024/Z of the Management Board of the Foundation for Women and Family Planning of 19 July 2024 on the adoption of the Privacy Policy of the Foundation for Women and Family Planning, available at: <https://federa.org.pl/pp-fundacja>;
- 6) **User** – a natural person who contacts the Service Provider using the Chatbot, has full legal capacity, and in cases provided for by generally applicable law, also a natural person with limited legal capacity;
- 7) **Signal, Signal Communicator** – an internet instant messenger, available as a mobile and desktop application that enables its users to send messages and make voice calls using end-to-end encryption technology. The communicator operates in accordance with the rules described in the Terms and Conditions and Privacy Policy available on the website: <https://signal.org/legal/>.

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Type and Scope of Service

1. The Chatbot stimulates and processes an automated conversation in real-time, according to a programmed path, during which it provides textual answers to the most frequently asked questions in the field of reproductive health and reproductive rights, displays links to the subpages of the website federa.org.pl and other websites administered by the Service Provider, as well as contact details and links to websites of other entities that can provide support to the User in selected areas related to the conversation.
2. The language used in contact with Users is Polish, English, or Ukrainian, relevant to the option chosen by the User.
3. The content presented as part of the Chatbot Service is of an informative and general nature. It constitutes neither legal advice nor medical consultation. It shall not be considered final and binding.

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Terms of Service.

Terms and Conditions

of Conclusion and Termination of the Service Agreement

1. Using the Chatbot is free of charge.
2. To use the Service, it is necessary for the User to:
 - 1) have a computer or other device that enables the User to browse the Internet with the use of one of the standard web browsers, including in particular: Google Chrome, Microsoft Edge, Mozilla Firefox, Safari, or Opera that have the possibility to save cookies and provide JavaScript support;
 - 2) in the case when Signal is used, it is necessary to have a device that enables the User to connect to the Internet and to have a Signal account, as described in the Signal Terms of Service.

3. The Service Provider is not obliged to provide the Service if the User does not meet the technical requirements determined in paragraph 2 above.
4. The User bears the costs related to the use of the Internet or any other costs related to meeting the technical requirements referred to in paragraph 2.
5. When using the Service, it is prohibited to:
 - 1) take any action to interfere with the Chatbot software;
 - 2) undertake IT or other activities aimed at obtaining information not intended for the User;
 - 3) provide illegal content, including content that violates applicable laws, principles of social coexistence, or personal rights of third parties;
 - 4) send unsolicited commercial information to the Chatbot;
 - 5) use discriminatory or violent language.
6. The User agrees to comply with the law applicable in the territory of the Republic of Poland and the provisions of the Terms and Conditions when using the Service.
7. The Service Provider shall have the right to extend, change, limit, or discontinue offering both some functionalities and the entire Service at any time.
8. In order to start using the Service, the User:
 - 1) in the case when the Chatbot is used via a website, clicks on the Chatbot widget on the website: federa.org.pl or on its subpages;
 - 2) in the case when the Chatbot is used via Signal, starts a conversation with the account called 'czatbotkamaja.91';
 - 3) reads the Terms and Conditions, the Privacy Policy of the ChatMaja Service, and the Privacy Policy of the Service Provider that are made available at the links displayed in the chat window on the website: federa.org.pl or in Signal communicator;
 - 4) at the stage of choosing the language of the conversation, declares that has read the documents referred to in point 3 and accepts their content. An agreement for the use of the Service between the User and the Service Provider is concluded when the User selects the language of the conversation.

9. The Service Provider has the right to enable access to the Service through dedicated QR codes, directing the User to the Chatbot on the website: federa.org.pl or to the Signal messenger.
10. When the Chatbot is used via the website: federa.org.pl, the content of the conversation is saved in order to make it possible for it to be continued from the same device at any time later. The User can start a new conversation by clicking the 'Reset' button.
11. When the Chatbot is used via Signal, messages are stored locally on the device from which they were sent or to which they were received. The User can set the time after which the messages received and sent in a conversation with the Chatbot shall be deleted (the so-called 'vanishing messages'), in accordance with the Signal Terms of Service. Setting the vanishing messages by the User makes it necessary to start the conversation with the Chatbot again after the time specified by the User. The Service Provider may set a minimum time during which the conversation with the Chatbot shall be continued despite disappearing messages. After that time, the conversation shall be restarted.
12. The User has the right to stop using the Service at any time by closing the conversation window.
13. Notwithstanding the provisions of sections 11 and 12, the chat history available to the User in the browser or in the Signal application will be deleted automatically after the period set by the Service Provider expires and in accordance with the rules applied by the Service Provider, in order to comply with the provisions of the law on the personal data protection and the Privacy Policy of the 'ChatMaja' Service.
14. The User may terminate the Service agreement at any time by:
 - 1) deleting the browser cache in the case when the Chatbot is used via the website: federa.org.pl;
 - 2) deleting the conversation in the Signal application from all the User's devices in the case when the Chatbot is used via the Signal communicator.
15. Notwithstanding the provisions of section 14, the Administrator shall have the right to process data related to the use of the Service by the User for the period and on the terms described in the Privacy Policy of the 'ChatMaja' Service.

16. The Service Provider has the right to cease to provide the Service to the User and terminate the Service agreement with immediate effect if the Service is used in a way that violates the law applicable in Poland or the provisions of these Terms and Conditions.

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Scope of Liability of the Service Provider

1. The Service Provider shall not be liable for technical limitations, faults, errors, defects, or damage occurring on the hardware or software used by the User and thus preventing or restricting the proper use of the Service in whole or in part.
2. The Service Provider shall not be liable for interruptions and disruptions in the accessibility and use of the Service for reasons beyond the Service Provider's control, in particular, if they are caused by:
 - 1) the need to repair, change, expand, modify, or maintain computer hardware or software;
 - 2) reasons beyond the control of the Service Provider.
3. The Service Provider shall not be liable for using the Service in a manner contrary to the Terms and Conditions.
4. The Service Provider shall not be liable for the decisions made by the User based on the answers and information provided by the Chatbot.
5. The Service Provider shall not be liable for any loss, damage, or other negative consequences resulting from the use of the Service.

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Complaint procedure

1. The User has the right to file complaints regarding the operation of the Chatbot as well as the content of the answers provided by the Chatbot. Complaints should be addressed to the Service Provider in one of the following methods and forms of communication:

- 1) in writing, by regular post to: Foundation for Women and Family Planning, 13/15 Nowolipie Street, 00-150 Warsaw;
 - 2) in the form of an e-mail, by sending a message to the e-mail address: feedback@federa.org.pl.
2. The complaint shall include, in particular, a description of the circumstances and facts constituting the grounds for the notification and the date of their occurrence, an indication of the date when the Service was used, and the desired method of resolving the problem. Additionally, the complaint shall contain the data identifying the person filing the complaint, the relevant correspondence address or e-mail address, and the preferred method of receiving information about the investigation of the complaint and its results.
 3. The Service Provider shall consider the complaint within 14 days from the date of its receipt. When investigating and considering complaints, the Service Provider relies on the applicable provisions of law and the provisions of these Terms and Conditions.
 4. The complaint investigation process shall be undertaken immediately after receiving the complaint and shall be carried out reliably, thoroughly, and on time, with objectivity and respect for the commonly applicable provisions of law and the provisions of these Terms and Conditions.
 5. If the Service Provider has not responded to the complaint filed by the User within the period referred to in point 3, it shall be deemed that the Service Provider has accepted and acknowledged the complaint.

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Personal data

The terms and conditions for the processing of personal data are determined in the Privacy Policy of the Chatbot (Privacy Policy of the 'ChatMaja' Service).

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Final Provisions

1. In matters not covered by these Terms and Conditions, the provisions of Polish law shall apply.

2. Any disputes arising in connection with the provision of the Service shall be resolved by a competent common court.
3. The Service Provider reserves the right to amend the Terms and Conditions. The Service Provider shall inform about changes to the Terms and Conditions by announcing the new Terms and Conditions on the website: federa.org.pl Using the Chatbot implies the acceptance of the content of the Terms and Conditions. In the case when the User does not accept the new Terms and Conditions, the User shall have the right to resign from using the Chatbot and terminate the agreement for the provision of the Service in accordance with § 4 Section 14 of the Terms and Conditions.
4. The Ethical Code of the Foundation for Women and Family Planning adopted and applied by the Service Provider, and which constitutes an appendix to Resolution No. 5/2023/Z of the Management Board of the Foundation for Women and Family Planning of 7 July 2023, is available on the website at: <https://federa.org.pl/kodeks-etyczny>.
5. The Terms and Conditions are available on the website: <https://federa.org.pl/regulamin-czatbotka>, in a form that can be recorded (downloaded) by the User.
6. The Terms and Conditions enter into force on 8 March 2025.