

Privacy Policy

General provisions

§ 1

1. QS Sp. z o.o. ("QS"), REGON number 142422596, NIP number 5242708231, is engaged in, among other things, providing object location services based on GPS technology, using its own signature PRACTIQS GPS system.
2. This privacy policy applies to all GPS locators installed to provide GPS location services within the PRACTIQS GPS system.
3. The Client loses the right of access to the GPS location services within the PRACTIQS GPS system in the following cases:
 1. The GPS device or SIM card in the GPS device is not used in accordance with Regulations, 2. The Client is in arrears with payments to QS, 3. The Client prevents the position of the object from being read by its actions, e.g. as a result of disassembly of the GPS device, taking the SIM card out of the GPS device, or disconnecting the GPS device from power supply.
4. The individual access code and login are made available to the Client after the application is completed and sent electronically to QS by an authorized representative of the Client.
5. QS does not provide object(s) location services within the meaning of securing and protecting property.

Information on the PRACTIQS GPS system

§ 2

1. QS indicates that it has developed its own signature PRACTIQS GPS system, which makes it possible to obtain data from GPS devices.
2. QS grants its Clients a non-exclusive licence to use the PRACTIQS GPS system. The licence includes the ability to read the location of the object in the mobile application.
4. QS declares that it has the right to dispose of all author's economic rights to the PRACTIQS GPS software being the subject of the Agreement.

Data processing, User and access password

§ 3

1. The Client agrees to the processing and authorizes QS to process the information concerning the Client's personal data and data concerning its company obtained on the basis of the QS object location order and authorizes QS to process and transfer to third parties the information concerning the Client's personal data and data concerning its company in order to perform GPS services within the PRACTIQS GPS system.
2. QS hereby notifies that, notwithstanding clause 1, a GPS device enables the collection and processing of telemetric data of objects, which data may be collected by third parties whose services are used by QS, such as Google Maps, Open Street Maps, GSM service providers and others, for purposes which are independent of QS and for which QS does not know the further purpose of collection or processing of the data which are or may be the result of such collection or processing.
3. For the avoidance of doubt, the telemetric data of the object are not personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (OJ EU.L.2016.119.1) and do not allow the identification of a natural person using the object.
4. QS provides the Client with an individual access password and login enabling access to the saved positioning of the object through the Internet.
5. The Client may use the services anonymously or using a pseudonym unless the nature of the service requires the provision of certain personal data.
6. The Client is obliged to keep secret the access password and login received from QS and to protect the password and login from access by third parties.
7. In case the Client enters personal data of other people into the PRACTIQS GPS system, the Client is obliged to obtain the consent of these people to enter such data and inform these people about the fact that the data have been entered into the PRACTIQS GPS system. The Client is responsible for any information obligations imposed by generally applicable law.
8. QS will not be held liable for the loss of the access password by the Client or the use of the access password by persons who received the login and password from the Client, or who came into possession of the login and password as a result of recklessness on the part of the Client.

Protection of intellectual property rights

§ 4

1. QS declares that in connection with the provision of services it provides the Client with content protected by intellectual property rights, in particular copyrighted works and materials bearing trademarks.
2. The Client is obliged to adhere to the provisions of intellectual property law. In particular, any copying, making changes, as well as public reproduction of the content made available without the written consent of QS is prohibited unless this results from separate agreements or mandatory legal regulations.

Miscellaneous

§ 5

1. QS will not be held liable for any unintentional damage caused to the object as a result of the installation of a GPS transmitter.
2. QS may use other persons and entities under the law to provide the services pursuant to this Privacy Policy.
3. QS reserves the right to suspend the access to the PRACTIQS GPS system for the Client if the Client does not make payments for the services within the agreed period of time and for other important reasons, including in particular in case of irregularities in the use of the PRACTIQS GPS system, or the occurrence of circumstances that could expose QS or QS Clients to harm.

4. With reference to Clients, as regards the obligations related to the provision of electronic services by QS, QS liability towards the Client is limited exclusively to harm caused intentionally.
5. All notifications to QS should be made in writing to the following address: 05-110 Jabłonna, Modlińska 175 or email: GPS@QSGROUP.EU
6. Any disputes arising from the provision of GPS location services within the PRACTIQS GPS system will be resolved by a common court having jurisdiction over the registered office of QS.
7. The Client declares that it has read the Privacy Policy and accepts its content.