RentFriends Terms of Service

Effective from 23 October 2026 · https://rentfriends.app/en/terms-of-service

> This English translation is provided for convenience. The Polish version is legally binding and prevails in case of any discrepancy.

§1. GENERAL PROVISIONS

1. These Terms of Service set out the rules and technical conditions for using the RentFriends mobile application and the website available at https://rentfriends.app.
2. The Service Providers are Aleksandra Kaziniec and Marvin Ruciński, natural persons not conducting business activity, e-mail address: kontakt@rentfriends.app, correspondence address: ul. Na Grobli 12 (room 0.21), 50-421 Wrocław, Poland (jointly referred to as the "**Service Provider**").
3. Definitions:
   a) **Application** – the RentFriends mobile application (iOS and Android) and the website available at https://rentfriends.app, made available and operated by the Service Provider, through which the Service Provider provides the services described in these Terms of Service.
   b) **User** – an adult natural person with full legal capacity who uses the Application.
   c) **Registration Form** – the form available in the Application that allows an Account to be created.
   d) **Account** – the User's individual profile in the Application, protected by a password or an external login, giving access to the functions of the Application.
   e) **Service** – the free service provided electronically by the Service Provider to the User through the Application, on the terms set out in these Terms of Service.
   f) **DSA** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services (Digital Services Act).
   g) **Content** – any information, data, texts, photos and messages published or sent by the User through the Application.
   h) **Materials** – photos and other materials (including in particular texts, graphics, logos and source code) that are works within the meaning of the Polish Act of 4 February 1994 on Copyright and Related Rights, placed in the Application and owned by the Service Provider or used by the Service Provider with the consent of the person or third party holding the intellectual property rights to the Materials.
   i) **Privacy Policy** – the document available in the Application and at https://rentfriends.app/privacy-policy that sets out the rules for the processing of personal data by the Service Provider within the Application and fulfils the Service Provider's information obligation under data protection law.
   j) **Newsletter** – information about the Application, including commercial and promotional information, sent electronically to Users who have given separate consent to receive it.
4. The Service Provider makes the Application available free of charge.

5. Any questions and comments about how the Application works should be sent to the e-mail address kontakt@rentfriends.app

§2. USER ACCOUNT

1. To use some of the services provided through the Application, the User must create an Account. Creating an Account is necessary to use some of the services provided through the Application.
2. The User can create an Account by completing the Account Registration Form or by using single sign-on through external identity providers: a Google Account or an Apple Account (Apple ID).
3. When registering and completing their profile, the User must provide data that is factually and legally accurate.
4. An Account in the Application is created for an indefinite period, and holding an Account does not in itself create any financial obligations of the User towards the Service Provider.
5. The User may delete the Account at any time and without giving a reason:
   a) directly from the profile settings in the Application (the "Delete account" option), which irreversibly deletes the profile data,
   b) by sending an Account deletion request to the Service Provider's e-mail address.

§3. RULES FOR USING THE APPLICATION

1. The RentFriends Application is used to search for flatmates and friends with a compatible lifestyle, to build social relationships and to exchange information about available rooms and properties. The Application is not intended for matchmaking purposes or for providing any services of a sexual nature.
2. The User must use the Application in accordance with the law, good practice and the principles of social coexistence, and with respect for the personal rights and intellectual property rights of third parties.
3. The User may not take any action that destabilises the functioning of the Application, in particular:
   a) interfere with the structure, source code, security or visual layer of the Application,
   b) introduce malicious software into the Application (viruses, bots, spyware or data-scraping scripts),
   c) send spam, money-making offers, pyramid schemes or unsolicited commercial communications in private chats,
   d) share personal data, photos or images of third parties through the Application without their explicit consent.
4. A User who posts descriptions and photos of properties or residential premises declares that they hold legal title to dispose of the premises to the extent declared (e.g. the right to sublet, ownership) or act with the consent of the person entitled to dispose of the premises.
5. The User and any other person with access to the Application must refrain from copying, modifying, distributing, decompiling, reprinting or commercially using the Materials placed in the Application without the prior written consent of the Service Provider or the relevant third party, except for permitted use under the Act on Copyright and Related Rights.

6. By posting Content in the Application (including profile photos, descriptions and photos of premises), the User grants the Service Provider a free, non-exclusive licence, territorially limited to the area in which the Service is provided, to use that content solely for the purpose of displaying it correctly in the Application for as long as the User holds an Account.
7. The User is fully liable for any infringement of third-party rights, including copyright in published photos and descriptions, and for any damage caused to the Service Provider as a result of actions contrary to generally applicable law or these Terms of Service.

§4. CONTENT MODERATION AND THE DIGITAL SERVICES ACT (DSA)

1. The Service Provider provides hosting services within the meaning of Article 6 of the DSA. The Service Provider has no legal obligation to generally monitor Users' Content or to actively seek facts indicating illegal activity.
2. It is prohibited to post Content in the Application (in profiles, property offers and private messages) that:
    a) is unlawful, incites hatred, violence or discrimination (on grounds of sex, race, nationality, sexual orientation, religion or disability) or insults other people,
    b) contains profanity, pornographic material, nudity or content of a sexual nature,
    c) infringes copyright or the personal rights of third parties (including publishing other people's photos of flats without consent),
    d) serves to extort money (e.g. fake deposit or booking fee listings), identity theft or fraud,
    e) encourages behaviour dangerous to health or life.
3. A User may report inappropriate content by sending a notice to the e-mail address: kontakt@rentfriends.app.
4. The notice should include: an explanation of why the content is unlawful, information allowing it to be located (e.g. a profile identifier, a screenshot), the name and e-mail address of the person submitting the notice, and a statement that the notice is submitted in good faith.
5. The Service Provider promptly confirms receipt of the notice to the person who submitted it electronically (to the e-mail address given in the notice). The Service Provider handles the notice without undue delay, objectively, without discrimination and with due diligence.
6. The point of contact for Member State authorities, the European Commission and the European Board for Digital Services (Article 11 of the DSA) and for Users (Article 12 of the DSA) is the e-mail address: kontakt@rentfriends.app. Communication may take place in Polish or English.
7. If a breach of the law or these Terms of Service is found, the Service Provider, acting in accordance with the principle of proportionality, may:
    a) remove or disable access to specific User Content (e.g. remove a photo or a property offer),
    b) block the ability to use the chat module,
    c) temporarily suspend access to the Account,
    d) permanently delete the User's Account.

8. The Service Provider sends the User whose content or account has been restricted a clear statement of reasons for the decision to the e-mail address linked to the Account. The Service Provider also notifies the person who submitted the notice of the decision and provides them with the statement of reasons.
9. A User subject to a restriction has the right to submit a free appeal against the Service Provider's decision within 6 months of being notified of the decision. The appeal is reviewed manually by the Service Provider within 14 working days.
10. If a notice is not upheld, the person who submitted it has the right to submit a free appeal within 6 months of receiving notification of the refusal. The appeal is reviewed by the Service Provider within 14 working days.
11. If the Service Provider obtains credible information about a threat to the life or health of Users, it promptly informs the competent law enforcement authorities.
12. The Service Provider is not liable for Users' Content posted in the Application, provided that it:
    a) does not have actual knowledge of illegal activity or illegal User Content,
    b) upon obtaining such knowledge, acts expeditiously to remove or disable access to the illegal content.
13. The Service Provider is not a party to private relationships, tenancy agreements or financial arrangements made directly between Users. The Service Provider is not liable for the course and consequences of in-person meetings arranged by Users.

§5. COMPLAINTS

1. Any complaints about the technical functioning of the Application may be submitted electronically to the e-mail address: kontakt@rentfriends.app.
2. A complaint should include: the e-mail address linked to the Account, the device model, the operating system version (Android/iOS) and a detailed description of the problem.

§6. PERSONAL DATA PROTECTION

1. The Service Provider is the Controller of Users' personal data.
2. As the Controller, the Service Provider processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Polish Act of 10 May 2018 on the Protection of Personal Data and other applicable data protection laws.
3. The User may consent to the Service Provider processing their personal data in order to receive the Newsletter at the e-mail address provided to the Service Provider.
4. All detailed rules for the processing of personal data, including in particular the purposes and legal bases of processing and the rights of Users as data subjects, are set out in the Privacy Policy available in the Application and at https://rentfriends.app/privacy-policy.

§7. FINAL PROVISIONS

1. The Service Provider reserves the right to restrict the use of the Application due to technical servicing, maintenance work or work to improve its functionality. At the same time, the Service Provider undertakes to make every effort to ensure that such restrictions and interruptions take place at night and are as short as possible.
2. The Service Provider reserves the right to amend these Terms of Service. Amendments take effect at the time clearly indicated by the Service Provider, no earlier than 7 days after they are announced, unless the amendments are necessary to ensure compliance with applicable law. The Service Provider informs Users who hold an Account about amendments to the Terms of Service by e-mail to the address linked to the Account or through a notice in the Application. A User who does not accept the amendments to these Terms of Service should stop using the Application and may delete the Account in accordance with §2.
3. Any disputes between the Service Provider and the User will, subject to the consent of both parties, be resolved amicably or with the participation of an independent and impartial mediator.
4. A User who is a consumer may use out-of-court complaint handling and redress procedures referred to in the Polish Act of 23 September 2016 on Out-of-Court Resolution of Consumer Disputes. The entity authorised to conduct out-of-court consumer dispute resolution proceedings, competent for the registered office and place of residence of the Service Provider, is:

   > *Dolnośląski Wojewódzki Inspektor Inspekcji Handlowej we Wrocławiu (Lower Silesian Provincial Inspector of Trade Inspection in Wrocław)*
   > *Address: ul. Ofiar Oświęcimskich 41/43, 50-059 Wrocław, Poland*
   > *E-mail address: sekretariat@wiih.wroclaw.pl*
   > *Website: https://wiih.wroclaw.pl/*

5. If a dispute cannot be resolved amicably, the court with local jurisdiction to hear the dispute will be the court competent under the general rules.
6. Matters not regulated by these Terms of Service are governed by the relevant provisions of generally applicable law, including in particular the Polish Civil Code, the Consumer Rights Act, the Act on Copyright and Related Rights and data protection law.
7. These Terms of Service are effective from 23 October 2026.