# ADCROP SERVICE TERMS AND CONDITIONS

## § 1
## Operator and User

1. The provider of the AdCrop service is Full Stack Experts Sp. z o.o., with its registered office in Łódź, al. Piłsudskiego 87, 92-332 Łódź, KRS 0000804760, NIP 7272838896, hereinafter the "Operator".
2. The service is offered exclusively in professional (business-to-business) trade and is not offered to consumers.
3. The service may be used exclusively by an entrepreneur or a person acting on its behalf, hereinafter the "User". By accepting the Terms and Conditions, the User confirms that it is authorised to link the indicated individual Microsoft Advertising account or manager account with the Operator's manager account (MCC).

## § 2
## Scope of the service

1. AdCrop is a web application used to prepare graphic materials for the formats used in Microsoft Advertising. After preparing the materials, the User may transfer them directly to the linked Microsoft Advertising account or save the results on its own device without transferring them to the account.
2. The agreement for the use of AdCrop is concluded upon acceptance of the Terms and Conditions in the application.
3. The service is provided free of charge, but the use of AdCrop requires linking the selected Microsoft Advertising account with the Operator's manager account (MCC) on the terms set out in § 3. The rules for disconnecting the account from the Operator's manager account (MCC) are set out in § 8.
4. AdCrop performs only the actions initiated by the User or technically necessary to perform the function selected by the User, except for the technical action referred to in § 3. The mere linking of the account does not cause campaigns to be launched automatically, budgets to be changed or payment settings to be changed.

## § 3
## Linking the account with AdCrop and the Operator's MCC

1. In order to use AdCrop, the User chooses to link the application with an individual Microsoft Advertising account or with a manager account. Linking a manager account may cover the advertising accounts located in its hierarchy, in accordance with the account structure in Microsoft Advertising. Where a manager account is linked, the Operator uses the "Standard" permission level and not "Administrative".
2. The link is made using the Microsoft authorisation mechanism by the Operator sending an invitation to link the indicated individual Microsoft Advertising account or manager account with the Operator's manager account (MCC). The invitation must be accepted by the User or by another person authorised to manage the indicated account.
3. In order to use AdCrop, the Operator must have the status of direct manager (MCC) in relation to the selected account and must be the most recently linked entity with that account. Disconnecting the Operator as direct manager, or subsequently linking the account with another entity, will make it impossible to use AdCrop.
4. Linking with AdCrop does not change the entity responsible for the budget or for settlements with Microsoft Advertising. The User, or the entity it represents, remains responsible for payments and advertising spend, and the Operator does not take over media settlements and does not enter into commitments concerning the advertising budget on behalf of the User.
5. The Operator does not require the password to the Microsoft account to be provided in AdCrop. The scope of access results from the Microsoft Advertising authorisation and invitation mechanisms and is limited to the permissions needed for AdCrop to operate and to perform the technical action referred to in this paragraph.
6. For the duration of the link between the account and the Operator's manager account (MCC), in order to meet the requirements of the Microsoft Advertising partner programme, the Operator may, no more often than once per calendar quarter, add to one of the campaigns in each linked advertising account, including accounts in the hierarchy of the linked manager account, a label named in the format "check Q4 2026" (the number of the calendar quarter and the year) and then promptly remove it. The Operator may refrain from adding the label if another change has already been made in the account in the given quarter. This action is purely technical in nature and does not affect ad delivery, budget, bids, targeting or any other campaign parameters. The addition and removal of the label are visible in the account's change history.

## § 4
## Requirements for using the service

1. AdCrop operates in a web browser.
2. The following are required to use AdCrop: a device with Internet access, a current version of a standard web browser that enables file uploads, an active Microsoft account, appropriate permissions to the selected Microsoft Advertising account, and an effective link between that account and the Operator's manager account on the terms set out in § 3.

## § 5
## Microsoft Advertising

1. Using the functions related to Microsoft Advertising requires acceptance of, and compliance with, Microsoft's applicable terms and rules. The User is obliged to read the Microsoft Services Agreement, available at https://www.microsoft.com/servicesagreement/en-oed, and the Microsoft Advertising Terms and Conditions, available at https://ads.microsoft.com/TermsAndConditions/Index.
2. Microsoft may refuse to link an account, restrict its functionality or suspend it in accordance with its own rules. The Operator does not guarantee uninterrupted availability of the account or that Microsoft will maintain the existing integration mechanisms.
3. AdCrop does not include running campaigns, managing the advertising budget, taking over payments to Microsoft, advisory services, optimisation or guarantees of achieving specific advertising results.

## § 6
## User's obligations and rights to materials

1. The User uses AdCrop in accordance with the law, the Terms and Conditions and the Microsoft Advertising rules, and is responsible for the choice of materials, their correctness, their final use and their transfer to the appropriate account.
2. The User declares that it holds the rights or other required authorisations to the materials transferred to AdCrop and that their use does not infringe the rights of third parties.
3. Where the materials contain personal data, in particular the image of persons, names, telephone numbers or registration numbers, the User declares that the controller of that data has a legal basis for processing it, including for entrusting its processing to the Operator in order to perform the selected AdCrop function, and that the persons depicted in the materials have given permission for the dissemination of their image, where required by law.
4. Transferring materials to AdCrop does not transfer copyright or other intellectual property rights to the Operator. The User grants the Operator solely such authorisation for the technical processing of the materials as is necessary to perform the selected AdCrop function.
5. It is prohibited to provide unlawful content and to use AdCrop to attempt to breach the security of systems, to obtain unauthorised access, to distribute malware or spam.

## § 7
## Confidentiality

1. The Operator treats as confidential non-public materials, account data, configurations and other information obtained in connection with the use of AdCrop.
2. This information is used solely to provide and secure the service, to handle requests and to perform legal obligations, and the data of the User's account and of the linked Microsoft Advertising account - also for the Operator's cooperation with Microsoft concerning accounts linked with the Operator's manager account. The materials are used solely to perform the AdCrop function selected by the User.
3. Confidential information may be disclosed only to persons and entities that must have access to it for those purposes, in particular authorised employees, associates, infrastructure providers and Microsoft. The rules for processing personal data are set out in § 10.
4. The Operator obliges persons authorised to access confidential information to keep it secret. The confidentiality obligation also applies after the use of AdCrop has ended.

## § 8
## Access, termination of the service and security

1. Materials transferred to AdCrop are processed solely in the server's working memory, to the extent necessary to perform the function selected by the User. The Operator does not save the materials on disk or in a database. The working copy of the material is deleted automatically upon the end of the session, at the latest after 24 hours of inactivity, and also in the event of a restart or update of the server.
1. During the session, AdCrop reads from the linked Microsoft Advertising account the names of campaigns, ad groups, asset groups and existing ads, and the image assets associated with them, solely in order to enable the User to indicate where the materials are to be transferred. The Operator does not store this information permanently.
2. The Operator may use infrastructure, hosting and other technical service providers necessary for the operation of AdCrop, provided that appropriate confidentiality and security obligations are ensured. With regard to personal data contained in the materials, the use of such providers takes place on the terms set out in the Terms of Entrusting the Processing of Personal Data constituting Annex No. 1 to the Terms and Conditions (the "Data Processing Terms").
3. The User may withdraw or restrict access in accordance with the mechanisms made available by Microsoft. Withdrawal of the required permissions, disconnecting the Operator as direct manager, or loss of the status of the most recently linked entity with the account will make it impossible to use the functions that require the link.
4. The User may at any time end its use of AdCrop and terminate the agreement with effect for the future by sending a message to the address indicated in § 11. Regardless of termination, the User may withdraw the permissions granted through Microsoft in accordance with the mechanisms made available by Microsoft. Withdrawal of permissions makes it impossible to use the functions that require the link, but does not in itself replace notifying the Operator of the termination of the agreement.
5. The Operator may refuse access to AdCrop or terminate the agreement with immediate effect in the event of a breach of the law, the Microsoft Advertising rules or the Terms and Conditions, an infringement of third-party rights, or a threat to the security of systems.
6. The Operator may temporarily restrict the availability of AdCrop in connection with maintenance work, updates, rectification of failures or the need to ensure the security of the service. Functions marked as test or beta may operate unstably and may be changed or withdrawn.

## § 9
## Liability

1. The Operator's liability is limited to actual loss that is in direct connection with the Operator's act or omission. As regards liability for unintentional damage, liability is limited to the amount of PLN 10,000.
2. The Operator is not liable for lost profits, for Microsoft's decisions and failures, for the non-acceptance of material by Microsoft, for materials or data provided by the User, or for the consequences of using AdCrop contrary to the Terms and Conditions or its intended purpose.

## § 10
## Personal data

1. The controller of the User's personal data processed in connection with the conclusion and performance of the agreement for the use of AdCrop is the Operator, within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"). The Operator can be contacted at contact@fullstackexperts.eu or in writing at the Operator's registered office.
2. The Operator processes the following personal data of the User: the Microsoft account identifier, e-mail address, first name and surname or name visible on the Microsoft account, the date of first and last login, the version of the accepted Terms and Conditions together with the date and IP address of acceptance, the number and name of the linked Microsoft Advertising account together with the link status, the User's authorisation token, and the IP address, date and time of the request, the address of the requested page, the HTTP response code and browser information recorded in the server's technical logs. The Operator obtains this data from the User, including through the Microsoft account login mechanism, and the data of the linked account - from Microsoft Advertising.
3. The purposes and legal bases for processing the data referred to above, and the periods for which it is stored, are set out in the table below.

| Purpose of processing | Legal basis | Retention period |
|---|---|---|
| Conclusion and performance of the agreement for the use of AdCrop, including authentication of the User and linking AdCrop with the Microsoft Advertising account. | Article 6(1)(b) GDPR, where the User uses AdCrop on its own behalf, or Article 6(1)(f) GDPR, where it acts on behalf of another entity - the Operator's legitimate interest in performing the agreement concluded with that entity. | For the duration of the agreement for the use of AdCrop and, after its termination, until the data is deleted at the User's request. The User's authorisation token is deleted after logout or after 24 hours of inactivity. |
| Linking the linked account with the Operator's manager account and the Operator's cooperation with Microsoft concerning accounts linked with the MCC. | Article 6(1)(f) GDPR - the Operator's legitimate interest in conducting this cooperation. | For the duration of the link between the account and the Operator's manager account. |
| Demonstrating acceptance of the Terms and Conditions, and establishing, pursuing or defending claims. | Article 6(1)(f) GDPR - the Operator's legitimate interest in demonstrating the conclusion of the agreement and protecting against claims. | Until the limitation period for claims arising from the agreement for the use of AdCrop expires. |
| Ensuring the security and diagnostics of AdCrop, including keeping the server's technical logs. | Article 6(1)(f) GDPR - the Operator's legitimate interest in protecting the application and its users. | Server technical logs: for 30 days from the time they are recorded. |

4. The recipients of the data may be Microsoft - to the extent resulting from the function launched by the User, Google Cloud Platform - as the provider of the infrastructure on which AdCrop operates, and entities providing legal services to the Operator.
5. In view of the IT tools and systems used by the Operator, personal data is or may be processed outside the European Economic Area. If a transfer of personal data to the United States is necessary, it will take place on the basis of the European Commission's decision of 10 July 2023 finding an adequate level of protection of personal data under the EU-US data protection framework.
6. If a transfer of data is necessary to countries that have not been recognised by the European Commission as ensuring an adequate level of protection, or to entities not included on the Data Privacy Framework List, it will take place on the basis provided for in the GDPR, in particular standard contractual clauses. Information about such a transfer, its basis and a copy of the safeguards applied may be obtained by contacting the Operator.
7. The User has the right of access to its data, to rectification, erasure or restriction of processing, the right to data portability of data processed on the basis of Article 6(1)(b) GDPR, as well as the right to object to the processing of data on the basis of Article 6(1)(f) GDPR - on grounds relating to its particular situation. The User also has the right to lodge a complaint with the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych).
8. Providing the data is voluntary, but necessary to use AdCrop, including for authentication and linking with Microsoft Advertising. The Operator does not take decisions concerning the User based solely on automated processing, including profiling, referred to in Article 22 GDPR.
9. The processing of the data described in this paragraph does not constitute entrusting the processing of personal data by the User or by the entity it represents.
10. With regard to personal data contained in the materials, the Operator acts as a processor, solely on the instruction and on behalf of the entity for which the User uses AdCrop. The rules of this processing, including where AdCrop is used by an agency acting on behalf of an advertiser, are set out in the Data Processing Terms.
11. Acceptance of the Terms and Conditions includes conclusion of the Data Processing Terms. A User accepting the Terms and Conditions on behalf of another entity declares that it is authorised to conclude the Data Processing Terms on its behalf as well.

## § 11
## Complaints and contact

1. Questions and complaints concerning AdCrop may be sent to contact@fullstackexperts.eu. A complaint should contain data enabling the identification of the submission and a description of the problem.
2. The Operator considers a complaint without undue delay, no later than within 30 days.

## § 12
## Final provisions

1. Polish law applies to the Terms and Conditions.
2. Any disputes arising from the Terms and Conditions or related to the use of the service will be resolved by the Polish common court having territorial jurisdiction over the Operator's registered office.
3. The Operator may amend the Terms and Conditions for important reasons, in particular due to changes in the law, the Microsoft Advertising rules, the functionality of AdCrop, the manner of integration with Microsoft or security requirements. The amended Terms and Conditions will be presented to the User on the occasion of the next use of the application. Further use of AdCrop will be possible after the amended Terms and Conditions are accepted; failure to accept means resignation from further use of the service and does not affect rights or obligations that arose before the amendment of the Terms and Conditions.
4. If any provision of the Terms and Conditions turns out to be invalid, the remaining provisions remain in force.

**Annexes:**

Annex No. 1 - Terms of Entrusting the Processing of Personal Data.