NEWSLETTER TERMS AND CONDITIONS



Dear Customer,

We are delighted that you have decided to subscribe to our newsletter.

Please review the Newsletter Terms and Conditions below as well as the rules for its delivery and the provision of this service by us.

Also remember that if you have any questions or concerns, you may contact us using the details provided in these Terms and Conditions.

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§1 GENERAL PROVISIONS AND CONTACT DETAILS

- 1. The newsletter service is available at the domain office-samurai.com and its relevant subpages after completing the appropriate Newsletter Subscription Form and is provided by the Service Provider in accordance with the terms set out in these Terms and Conditions.
- 2. In case of complaints regarding the Newsletter, the User should contact the Service Provider using the following:
 - Phone number: +48 533-538-448
 - Email address: contact@office-samurai.com
 - Contact form available on the Website, in accordance with the principles set out later in these Terms and Conditions.
- 3. The User may communicate with the Service Provider via email, contact form, or chat (other online communicator), if available on the Website. These methods ensure written correspondence (documentary form) between the User and the Service Provider, including date and time stamps, fulfilling the requirements of a durable medium and enabling fast and effective communication.
- 4. The principles of using and subscribing to the Newsletter, concluding agreements for the delivery of Digital Content or Digital Services in connection with the Newsletter subscription, and lodging complaints via the Website are governed by these Terms and Conditions.
- 5. The Service Provider makes these Terms and Conditions available to the User free of charge before the User begins using the Newsletter service, especially in the footer of the Website or near the subscription form. The User may store the Terms and Conditions in a convenient way, for example by saving them to a durable medium or printing them.
- 6. The condition for using the Newsletter and concluding an agreement for the delivery of Digital Content or a Digital Service via the Newsletter is acceptance of the provisions of these Terms and Conditions. By accepting them, the User declares that they have read, understood, and accepted the Terms and Conditions and the Privacy Policy, and they agree to comply with them.
- 7. The Service Provider is responsible for the compliance of the service with the agreement.
- 8. The information regarding Digital Content or Digital Services provided on the website, its subpages, or linked landing pages, including descriptions, technical parameters, and prices, does not constitute an offer within the meaning of the Civil Code but is merely an invitation to conclude an agreement in accordance with Article 71 of the Civil Code.
- 9. When using the Website and the Newsletter, it is prohibited to provide unlawful content and, in particular, it is prohibited to: a) send or post spam within the Website; b) provide or transmit content prohibited by law, especially within the Newsletter subscription form and other forms available on the Website.
- 10. The User is obliged to:
 - a) Use the Website and the Newsletter in accordance with these Terms and applicable laws;
 - b) Use the Website and the Newsletter in a manner that does not disrupt their functioning;

- c) Use all content published on the Website and sent through the Newsletter solely for personal use, in accordance with the granted license (if any).
- 11. The User may not use the Newsletter service or purchase the Newsletter service anonymously, under a pseudonym, or using incorrect personal data.
- 12. For the avoidance of doubt, the submission of an Order by the User shall be considered an offer within the meaning of Articles 66 and 661 of the Civil Code, which is supplemented by the provisions of these Terms and Conditions. The Agreement is concluded upon the User receiving the Service Provider's confirmation of Order acceptance.
- 13. Capitalized terms used in these Terms and Conditions have the meanings assigned to them in §2 of the Terms and Conditions.

§2 DEFINITIONS

The terms used in these Terms and Conditions shall mean:

- 1. **Service Provider** Office Samurai sp. z o.o., ul. Wojciecha Weissa 7, 31-339 Kraków, NIP: 6762543127, KRS: 0000713229, REGON: 369232977.
- 2. **User** a natural person, legal person, or an organizational unit without legal personality, which is granted legal capacity by specific legal provisions, using the Newsletter service.
- 3. **Terms and Conditions** this set of Terms and Conditions of the Website.
- 4. **Website** the online service available at https://office-samurai.com/ and its relevant subpages and related landing pages, through which the User may subscribe to the Newsletter.
- 5. **Digital Service** a service that enables the User to create, process, store, or access data in digital form, or to share data in digital form that was provided or created by the consumer or other users of the service, or to interact in other ways through data in digital form
- 6. **Digital Content** data produced and delivered in digital form, particularly information and materials provided as part of the Newsletter service, e.g., email content, tips, guides, including PDF files and other formats.
- 7. **Newsletter Service or Newsletter** a service provided by the Service Provider to the User who has successfully subscribed and given the necessary consent to personal data processing. It consists of one-time and/or recurring delivery of Digital Content and/or Digital Services as part of the Newsletter.
- 8. **Order** an action and declaration of intent made by the User directly aimed at concluding a free or paid agreement for the provision of the Newsletter Service under the conditions specified in these Terms and Conditions.
- 9. **Newsletter Subscription Form** the form available on the Website, its subpages, or landing pages, through which the User may subscribe to the Newsletter service.
- 10. **Payment with Data** the provision of the User's personal data to the Service Provider in exchange for access to the Newsletter service and/or Digital Content and/or Digital Services through the Website without the need for monetary payment.

- 11. **System** a set of cooperating IT devices and software that enables data processing, storage, and transmission through telecommunication networks using appropriate end devices for the type of network (Internet).
- 12. **Digital Environment** computer hardware, software, and network connections used by the User to access or use the Digital Content or Digital Services. The minimum technical requirements are specified by the Service Provider in these Terms and Conditions.
- 13. **Consumer Rights Act** the Act of May 30, 2014, on consumer rights (Journal of Laws of 2023, item 2759, as amended), hereinafter referred to as the Act.
- 14. **Civil Code** the Act of April 23, 1964 (Journal of Laws of 2023, item 1610, as amended), hereinafter referred to as the Civil Code.
- 15. **GDPR** Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation).
- 16. **Personal Data Protection Act** the Act of May 10, 2018, on the protection of personal data (Journal of Laws of 2019, item 1781, as amended).
- 17. **Electronic Services Act** the Act of July 18, 2002, on the provision of services by electronic means (Journal of Laws of 2020, item 344, as amended), hereinafter referred to as the Electronic Services Act.
- 18. **Telecommunications Law** the Act of July 16, 2004, Telecommunications Law (Journal of Laws of 2024, item 34, as amended), hereinafter referred to as the Telecommunications Law.
- 19. **Copyright and Related Rights Act** the Act of February 4, 1994, on copyright and related rights (consolidated text Journal of Laws of 2022, item 2509), hereinafter referred to as the Copyright Act.

§3 MINIMUM TECHNICAL REQUIREMENTS

- The User may use the Newsletter in a manner compliant with the Terms and Conditions and applicable laws, and in a way that does not disrupt the functioning of the Website, the Newsletter Service, or other Users using the Website or the Newsletter.
- 2. In order to use the Newsletter Service through the Website, including placing an Order for the Newsletter, the following are required:
 - a) access to the Internet using a compatible device such as a desktop computer, laptop, or other portable device, including hardware that enables communication and form completion within the Website, e.g., a functional keyboard;
 - b) a properly configured and up-to-date web browser supporting cookies, such as Internet Explorer, Opera, Mozilla Firefox, Safari, or Google Chrome, and capable of displaying web pages;
 - c) an active and properly configured email account (the Service Provider recommends that the User checks whether emails from the Website domain are not being directed to the "spam," "promotions," or any other folder besides the "main/inbox" folder. The Service Provider has no control over this, as it depends on the User's email settings and/or the email provider's configuration).

- 3. The Service Provider ensures technical measures to prevent the acquisition, modification, or distortion of personal data and information by Users and unauthorized third parties.
- 4. The Service Provider takes appropriate actions to ensure the proper functioning of the Website, and therefore the Newsletter Service, including the use of adequate tools and security measures (e.g., SSL protocol), or the services of third-party providers for this purpose.

§4 TERMS OF PROVIDING THE NEWSLETTER SERVICE

- The Service Provider makes every effort to ensure that the Newsletter Service meets the highest standards and is consistent with the Order placed by the User. To this end, the Service Provider takes care of its quality, completeness, functionality, compatibility, interoperability, availability of technical support, accurate and clear description of the Newsletter Service and the Digital Content delivered within it, and ensures updates if required by law, technological advancements, or voluntarily in order to improve its quality.
- 2. The Digital Content delivered by the Service Provider as part of the Newsletter reflects the current state of the Service Provider's knowledge and expertise at the time of its creation.
- 3. The Newsletter may be available for a limited or periodic duration.
- 4. The Service Provider has the right to send electronic messages within the Newsletter Service at a frequency of its own choosing. It may also temporarily or permanently discontinue sending the Newsletter.

§5 NEWSLETTER

- 1. The User may order the Newsletter Service by completing the Newsletter Subscription Form available on the Website or by selecting the appropriate checkbox (consent box) in a registration form made available when signing up for events, trainings, or other activities organized by the Service Provider.
- 2. In order to provide the Newsletter Service, the Service Provider may use the services of an external email delivery system provider. Details on data processing are provided in the Privacy Policy.
- 3. To successfully subscribe to the Newsletter and use the Newsletter Service, the User should follow the steps indicated by the messages displayed on the Website and/or in emails sent to the provided email address.
- 4. To place an Order for the Newsletter Service, the User must provide the following: a. an email address, and select the appropriate consents:
 - a) acceptance of the Newsletter Terms and Conditions and Privacy Policy by ticking the appropriate checkbox. Acceptance is required to place and finalize an Order for the Newsletter Service.
 - b) other consents, if available and indicated (optional).
- 5. Additional data such as name, surname, phone number, or other information provided in registration forms for events or trainings is processed solely for the purpose of handling those events and is not used for sending the Newsletter.

- 6. Submitting an Order in this way constitutes a declaration of the User's intent to subscribe to the Newsletter Service in accordance with these Terms and Conditions.
- 7. The delivery of the Newsletter Service and/or Digital Content within the scope of this Service takes place in exchange for payment with personal data required during the Newsletter Service ordering process and requires consent for receiving commercial and marketing communications.
- 8. In order to add their email address to the Service Provider's subscriber base, the User must confirm their intention to subscribe. Data obtained in this way is added to the mailing list for the purpose of sending the Newsletter.
- 9. Subscription/sign-up means that the User agrees to the Newsletter Terms and Conditions and the Service Provider's Privacy and Cookies Policy and consents to receiving marketing and commercial information via electronic communication means, such as email or SMS, as defined in the Act of July 18, 2002, on the Provision of Electronic Services (Journal of Laws No. 144, item 1204, as amended).
- 10. By subscribing to the Newsletter, the User also agrees to the use of their telecommunications terminal equipment (e.g., phone, tablet, computer) by the Service Provider for the direct marketing of the Service Provider's products and services and for the presentation of commercial information, in accordance with Article 172(1) of the Telecommunications Law (Journal of Laws of 2014, item 243, as amended).
- 11. The above consents are voluntary but necessary for the delivery of the Newsletter, including information about services, new blog posts, products, promotions, and discounts offered by the Service Provider or third-party products recommended by the Service Provider. These consents may be withdrawn at any time, which will result in the discontinuation of the Newsletter delivery in accordance with the rules set forth in these Terms and Conditions.
- 12. The Newsletter Service is provided for an indefinite period from the moment of activation until the consent is withdrawn by the User or the Service Provider ceases the provision of the Newsletter Service. After consent is withdrawn, the User's data may be retained in the newsletter database for up to one year for the purpose of proving the fact of the User's consent to receive the Newsletter, tracking the User's actions (e.g., email open rates), and the moment of consent withdrawal, as well as any related claims. This constitutes the Service Provider's legitimate interest (Article 6(1)(f) of the GDPR).
- 13. The Newsletter delivery may be discontinued if the User shows no activity for a minimum of 2 years from the start of the Newsletter Service or the last email read (delivered Newsletter). In such a case, the Service Provider will remove the User's data from the mailing system (provider). The User will no longer receive any messages from the Service Provider unless they re-subscribe via the Newsletter Subscription Form or contact the Service Provider in another way for this purpose.
- 14. The mailing system used to send the Newsletter records all activity and actions taken by the User related to the emails sent (e.g., date and time of email opening, link clicks, unsubscription, etc.).
- 15. The Service Provider may carry out remarketing activities based on Article 6(1)(f) of the GDPR (legitimate interest of the Service Provider in promoting and advertising its own services). For this purpose, the Service Provider may use Newsletter subscriber data, such as email addresses, to create so-called custom audiences in advertising tools such as Google Ads, LinkedIn Ads, or other similar systems. These data are transferred to external providers in hashed (encrypted) form and used solely for advertising campaigns. After the campaign ends, the data are deleted. Details about the data processing by individual providers are available in their privacy policies.

§6 DELIVERY OF DIGITAL CONTENT OR DIGITAL SERVICES

- 1. The Service Provider shall deliver the Newsletter Service to the User without undue delay after the Order has been placed, unless otherwise explicitly stated in the description or offer of the Newsletter Service. In particular, the Newsletter Service may be delivered on a recurring basis.
- 2. Digital Content is considered delivered at the moment when the Digital Content itself, or a means of accessing or downloading the Digital Content, has been made available to the User or to a physical or virtual device chosen by the User for that purpose, or when the User or such device has gained access to it.
- 3. A Digital Service is considered delivered at the moment when the User or a physical or virtual device chosen by the User for that purpose has gained access to it.
- 4. If the User provides an incorrect or invalid email address, makes a typo, or does not ensure deliverability of email messages in accordance with the Terms and Conditions, the User bears responsibility for the failure to receive the Newsletter Service. It is recommended that the User contacts the Service Provider to clarify the issue and facilitate the delivery of the Newsletter Service.
- 5. The Service Provider informs that the Newsletter may be directed to the "spam" or "other" folder or similar folders. The Service Provider has no control over this. The User should take steps to mark the Service Provider as a trusted sender and add it to their inbox, which may help improve the deliverability of the Newsletter to the inbox. The User is advised to contact an IT specialist who can help properly configure their email inbox.

§7 CHANGES AND UPDATES TO DIGITAL CONTENT OR DIGITAL SERVICES

- 1. Throughout the delivery period of the Newsletter Service, the Service Provider provides the User with updates and informs them of the need to install them. The User should also periodically update the devices they use to ensure access to and proper use of the Digital Content or Digital Services provided by the Service Provider through the Newsletter. The Service Provider shall not be liable for any lack of conformity of the Digital Content or Digital Service with the Order resulting solely from the User's failure to update, if: a) the Service Provider informed the User about the update and the consequences of not installing it; b) the failure to install or improper installation was not due to errors in the installation instructions provided by the Service Provider.
- 2. The Service Provider may change the Digital Content or Digital Service that is not essential to maintain compliance with the Agreement for the following legitimate reasons: a) technological changes related to the Digital Content or Digital Service, b) changes in law or adjustments to Digital Content or Digital Services to comply with the law or legal guidelines, c) stylistic changes that are not substantive but improve the quality of Digital Content or Digital Services, d) changes in the Service Provider's business operations, including the removal or introduction of new services or Digital Content or Digital Services.
- 3. The Service Provider cannot change Digital Content or Digital Services that are delivered as a one-time provision.
- 4. The changes introduced by the Service Provider do not incur any additional costs for the User
- 5. If the changes significantly and negatively affect the User's access to or use of the Digital Content or Digital Services, the Service Provider shall notify the User in advance of the

- nature and effective date of the change and inform them of their right to terminate the Agreement without notice within 30 days from the date the change takes effect or from the date the User was informed about the change (whichever is later).
- 6. The Service Provider may allow the User to retain the Digital Content or Digital Services in an unchanged form at no additional cost.
- 7. The Service Provider shall notify the User clearly and understandably of any changes, usually by sending an email to the address provided when placing the Order, with appropriate advance notice. The User has the right to provide the Service Provider with an alternative email address by contacting them using the contact details provided in these Terms and Conditions.
- 8. The Service Provider delivers the Newsletter Service, including the Digital Content or Digital Services, in accordance with their knowledge and experience, and as current as of the date of preparation.

§8 COMPLAINT PROCEDURE FOR THE NEWSLETTER SERVICE

- 1. The Service Provider is liable for any non-conformity of the Digital Content or Digital Service with the Agreement that existed at the time of their delivery and became apparent within two years of that moment, in accordance with the provisions of the Consumer Rights Act.
- 2. The Service Provider makes every effort to ensure that the Newsletter Service, Digital Content, and Digital Services conform to the Agreement and that the User can use them as agreed. To this end, the Service Provider clearly and understandably informs the User in these Terms and Conditions about all relevant requirements, including those applicable to the User.
- 3. If the Newsletter Service, Digital Content, or Digital Service is not in conformity with the Agreement, the User may request that it be brought into conformity with the Agreement.
- 4. The Service Provider is not liable for non-conformity of the Digital Content or Digital Service with the Agreement if the User's digital environment is incompatible with the technical requirements, which the Service Provider had clearly and understandably communicated before the Agreement was concluded, either in these Terms and Conditions or in the description of the respective Digital Content or Digital Service, or if the User—having been clearly and understandably informed before concluding the Agreement of the obligation to cooperate with the Service Provider within reasonable limits and by using the least burdensome technical means available to the User to determine whether the lack of conformity with the Agreement is due to the characteristics of the User's digital environment—fails to fulfill this obligation.
- 5. A complaint should include sufficient information to identify the User (full name and at least an email address), the subject of the complaint (e.g., the type and date of the non-conformity), and the specific request related to the complaint. If an incomplete complaint is submitted, the Service Provider will request the User to complete it.
- 6. The complaint should be sent to the Service Provider's email address or physical address as provided in these Terms and Conditions.
- 7. The Service Provider will respond to a complete complaint within 14 days of receiving it and will inform the User about the further steps via the email address used to file the complaint or via the same means by which the User contacted the Service Provider, or another method agreed upon with the User.

8. The Service Provider will process the User's personal data for the purpose of handling the complaint in accordance with the Privacy Policy and these Terms and Conditions.

§9 INTELLECTUAL PROPERTY, LICENSE, COPYRIGHT

- 1. The Newsletter Service, and in particular the Digital Content or Digital Services provided by the Service Provider as part of it, may constitute works within the meaning of the Act of February 4, 1994 on Copyright and Related Rights. They are legally protected and constitute the intellectual property of the Service Provider and/or third parties who are their owners/authors, and who have made them available solely for use within the Service, which the User accepts by agreeing to these Terms and Conditions. These Terms and Conditions are also protected under copyright law.
- 2. If the User intends to use the Newsletter, including the Digital Content or Digital Services, or any of the elements mentioned above, in a manner inconsistent with these Terms and Conditions, their intended purpose, or functionality, the User is obliged to obtain written consent from the Service Provider.
- 3. The Service Provider grants the User a non-exclusive, non-transferable license without the right to grant sublicenses to use the Newsletter, including the Digital Content or Digital Services. The User is authorized to use them solely for personal purposes, without territorial limitations, within the following fields of exploitation: a) In terms of recording the work digital recording by digitally processing and saving; b) Printing for personal use of materials in pdf, doc, or docx formats, if this results from the nature of the Digital Content or Digital Services delivered within the Newsletter; c) Digital storage and modifications for personal use within the scope specified in instructions or comments, e.g., on the User's own hard drive or in recommended external programs.
- 4. The license referred to in point 3 is valid for the duration of the User's access to the Digital Content or Digital Services. The access period, and thus the duration of the license, is indicated in the description of the Digital Content or Digital Services. If not stated otherwise, it is granted for 365 days from the date of ordering the Newsletter Service and/or the Digital Content or from the date of sending the respective email Newsletter. The remuneration for granting the license is included in the price paid by the User for the Digital Content or Digital Service (in the case of a paid service), or is free of charge (in the case of providing personal data in exchange for the Newsletter Service).
- 5. The following are strictly prohibited, both in relation to the entire Newsletter and the Digital Content or Digital Services delivered through it, as well as their parts, without the express consent of the Service Provider: a) Sharing or presenting them to third parties; b) Publishing in any form, unless explicitly permitted by the Service Provider; c) Copying or reproducing for purposes other than the User's personal use.
- 6. The User agrees to exercise due diligence to ensure that the Digital Content or Digital Services are not disclosed to unauthorized persons or third parties.
- 7. The Service Provider hereby informs the User that any dissemination of the Digital Content or Digital Services made available within the Newsletter constitutes a violation of the law and may result in civil or criminal liability. The Service Provider may also seek appropriate compensation or redress for material or non-material damages in accordance with applicable regulations.
- 8. The Service Provider is entitled to periodically update the Digital Content or Digital Services delivered within the Newsletter in accordance with the provisions of these Terms and Conditions.

§10 PERSONAL DATA

Pursuant to Article 13(1) and (2) of the GDPR (i.e. 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) and the Act of 10 May 2018 on the protection of personal data, we inform you that:

- 1. The Controller of the User's personal data is the Service Provider. The Controller independently performs the duties of the Data Protection Officer. You can contact the Controller using the following details: email: contact@office-samurai.com, phone number: +48 533-538-448, or in writing to the Controller's address.
- 2. The personal data of the User provided in the Newsletter Service order form will be processed based on the contract concluded between the User and the Controller, concluded by accepting these Terms and Conditions, pursuant to Article 6(1)(b) of the GDPR (necessity for the performance of a contract), in the case of a free service.
- 3. The User's personal data may also be processed for the following purposes and on the following legal bases:
 - a) Establishment, exercise or defense of legal claims pursuant to Article 6(1)(f) GDPR (legitimate interest of the Controller);
 - b) Creation of registers and records required under the GDPR pursuant to Article 6(1)(c) GDPR (legal obligation) and Article 6(1)(f) GDPR (legitimate interest of the Controller);
 - c) For direct marketing purposes pursuant to Article 6(1)(f) GDPR (legitimate interest of the Controller);
 - d) For sending electronic messages in the form of the Newsletter or other free digital content of a marketing or commercial nature pursuant to Article 6(1)(a) GDPR (consent) and Article 6(1)(f) GDPR (legitimate interest of the Controller).
- 4. Providing personal data is voluntary but necessary for the performance of the Newsletter Service and to fulfill the legitimate interests of the Controller. Failure to provide data will make it impossible to conclude and provide the Newsletter Service.
- 5. The User's personal data will be processed for the duration of the service and for the period necessary to secure potential legal claims, in accordance with applicable legal regulations. After this period, the data will be deleted, unless the User continues to use the Controller's services and provides the data on another legal basis and for the specified purpose.
- 6. The User's personal data may be shared with other data recipients, such as entities providing IT and hosting services, email providers, newsletter mailing service providers, subcontractors, and service providers involved in sending the Newsletter.
- 7. Since the Controller uses external service providers such as Meta Platforms Ireland Limited (Facebook and affiliated companies), Google, LinkedIn, Microsoft, etc., the User's data may be transferred to the United States of America (USA) due to storage on US servers (in whole or in part). Google and Meta Platforms Ireland Limited (Facebook and its subsidiaries) have undergone certification under the EU-U.S. Data Privacy Framework, based on the European Commission's adequacy decision of July 10, 2023. Personal data will only be transferred to recipients who guarantee the highest level of data protection and security, for example by: a) Cooperating with entities processing

personal data in countries with an adequacy decision by the European Commission; b) Using standard contractual clauses issued by the European Commission; c) Applying binding corporate rules approved by a relevant supervisory authority; or based on the User's consent to the data transfer.

- 8. The User has the right to access their data, correct it, rectify it, delete it or restrict processing, the right to object to processing, the right to data portability, the right to request access to data, and the right to lodge a complaint with the supervisory authority the President of the Personal Data Protection Office if they believe that their data is being processed unlawfully. The User also has the right to be forgotten if further processing is not required by currently applicable law.
- 9. The User also has the right to withdraw their consent at any time, if the data was provided on the basis of consent. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
- 10. The User's data will not be processed in an automated manner, including profiling within the meaning of the GDPR, meaning the Controller will not make any automated decisions affecting the User's rights and freedoms.
- 11. To ensure the security of Users and data transmission related to the use of the Service, the Service Provider implements technical and organizational measures appropriate to the level of risk, particularly to prevent unauthorized access or modification of personal data.
- 12. Detailed rules for collecting, processing, and storing personal data used for executing orders via the Service, as well as the cookie policy, are described in the Privacy and Cookie Policy, available at: Privacy Policy.

§11 OUT-OF-COURT DISPUTE RESOLUTION AND CLAIM SETTLEMENT METHODS

- 1. The Service Provider agrees to submit any disputes arising in connection with the concluded agreement for the provision of the Newsletter Service to mediation proceedings. The details of such proceedings will be determined by the parties to the dispute.
- 2. The User has the option of using out-of-court methods for handling complaints and pursuing claims. In particular, the User may:
 - a) Submit a request to a permanent consumer arbitration court to resolve a dispute arising from the concluded agreement;
 - b) Submit a request to the regional inspector of the Trade Inspection for the initiation of mediation proceedings aimed at the amicable resolution of the dispute between the User and the Service Provider;
 - c) Take advantage—free of charge—of the assistance of a district (municipal) consumer rights advocate or a consumer protection organization, such as the Consumer Federation or the Polish Consumers Association.
- 3. More detailed information regarding out-of-court complaint and claim settlement methods is available at the website http://www.uokik.gov.pl as well as at the offices and websites of district (municipal) consumer rights advocates, consumer protection organizations, or regional Trade Inspection authorities.

- 4. The User may also use the ODR platform, available at http://ec.europa.eu/consumers/odr. The platform is intended to resolve disputes between consumers and businesses regarding contractual obligations stemming from online sales or service agreements.
- 5. A case may be reviewed by an arbitration court only after the complaint procedure has been completed and only if both parties to the dispute consent to such proceedings. In all other cases, any disputes will be submitted to the courts having jurisdiction in accordance with the provisions of the Code of Civil Procedure and general jurisdiction rules.

§12 FINAL PROVISIONS

- The Newsletter Service is provided in English. Polish law shall apply to this Terms and Conditions document as well as to all matters related to the provision of the Newsletter Service. All disputes related to the provision of the Newsletter Service shall be resolved by the court having jurisdiction over the Service Provider's registered office, subject to the mandatory provisions of consumer protection law.
- 2. The Service Provider reserves the right to amend the Terms and Conditions for important reasons, such as: changes in the law, changes in the method of service delivery—to the extent that these changes affect the implementation of the provisions of these Terms, technological changes, changes in the scope of Services and offerings on the Website, stylistic or editorial corrections that do not materially affect the content of the Terms and the rights or obligations of the User. The new Terms and Conditions come into force on the date of their publication on the Website.
- 3. For Services entered into before the amendment of the Terms and Conditions, the version of the Terms applicable at the time of the conclusion of the Agreement shall apply.
- 4. In the event that any provision of these Terms and Conditions is found to be inconsistent with generally applicable law or detrimental to consumer interests, the Service Provider declares that it shall apply the relevant provision in accordance with the law.
- 5. Any disputes between the Service Provider and the User, who is a consumer within the meaning of Article 221 of the Polish Civil Code or an entrepreneur with consumer rights, shall be resolved by courts with jurisdiction in accordance with the applicable provisions of the Code of Civil Procedure.
- 6. In matters not regulated by these Terms and Conditions, the following generally applicable provisions of Polish law shall apply in particular: the Civil Code, the Consumer Rights Act, the Act on Providing Services by Electronic Means, the Act on Combating Unfair Competition, the Personal Data Protection Act, and the General Data Protection Regulation (GDPR).

Privacy and Cookies Policy link: Privacy Policy

Last updated: 09/04/2025