

## REGULATIONS FOR THE NEWSLETTER SUBSCRIPTION

We provide you with a document constituting the regulations for the provision of services by electronic means within the meaning of the Act of 18<sup>th</sup> July 2002 on the Provision of Services by Electronic Means.

These Regulations are available at <https://kancelariamagnet.pl/> (hereinafter: Website).

Please be advised that the controller of the personal data submitted is: **Kancelaria Magnet Sp. z o.o.** [Magnet Office] with its registered seat in Kraków, ul. Sapalskiego 39, 30-399 Kraków, entered into the Register of Entrepreneurs of the KRS National Court Register under the KRS entry number: 0000611739, NIP Tax Identification number: 6762505368, REGON Statistical Number: 3641803880; share capital: PLN 235,000 (hereinafter: OFFICE).

The Regulations govern the provision of the Newsletter service by the OFFICE, including the method of subscribing and cancelling the service, and the technical requirements necessary to use the same.

### NOTE:

**Before subscribing to the "Newsletter", please read these Regulations carefully.**

Details on the rules for the processing of your personal data and the use of cookies are available at: [www.kancelariamagnet.pl](http://www.kancelariamagnet.pl).

If any of the provisions of the Regulations is unclear or raises your doubts - please contact us via e-mail to the following address: [biuro@kancelariamagnet.pl](mailto:biuro@kancelariamagnet.pl).

### GENERAL PROVISIONS

1. The service is provided by Kancelaria Magnet sp. z o. o. with its registered seat in Kraków, ul. Sapalskiego 39, 30-399 Kraków, entered into the Register of Entrepreneurs of the KRS National Court Register under the KRS entry number: 0000611739, NIP: 6762505368, REGON: 3641803880, share capital: PLN 235,000.
2. The terms used in the Regulations and defined in the Privacy Policy have the same meaning as in this document.
3. Whenever the Regulations refer to:

**Subscriber** – it shall be understood as a natural person concluding an agreement with the OFFICE for the use of the Newsletter service;

**Subscriber's Device** – it shall be understood as a computer or telecommunications device belonging to the Subscriber, mainly in the form of a smart phone, tablet or other mobile device with access to the Internet, intended to be connected directly or indirectly to network ends, i.e. telecommunications terminal equipment within the meaning of Art. 2 point 43 of the Telecommunications Law, through which the Newsletter or the Website is used;

**Newsletter** – it shall be understood as an electronic distribution service made available through the Website, ordered by the Subscriber and provided by the OFFICE via e-mail, which enables interested persons to automatically receive periodic content of subsequent editions of the Newsletter containing information about the offer of the OFFICE, current events, services and information on the latest changes in law and jurisprudence of importance to the OFFICE service users - provided on the terms described therein.

4. If any provisions of the Regulations are inconsistent with the provisions of law regulating the rights of consumers, they shall not be applied, unless it is possible to interpret the same in accordance with the law.

## TECHNICAL REQUIREMENTS

1. The condition for using the Newsletter is:
  - a. the Subscriber's access to the device (Subscriber's Device) with Internet access;
  - b. access to operational and correctly configured e-mail;
  - c. current version of the web browser used;
2. The use of the Newsletter requires the Subscriber to use the data transmission service provided by a third party, available via the mobile telephone network or via the Wifi link. Therefore, it is worth noting that:
  - a) The OFFICE is not a provider of data transmission services, as well as telecommunications services, which are provided by publicly available telecommunications service providers;
  - b) Any connection costs and costs of using the Website, including the Newsletter, related to data transfer via the Internet shall be borne by the person using such data transfer on the basis of separate agreements concluded with telecommunications operators or other Internet access providers;
  - c) The Office is not responsible for the amount of fees charged for the use of data transmission when using the Website and the Newsletter, and recommends monitoring data transfer with the Subscriber's Device.
3. The Office shall not be liable for technical problems or technical limitations arising in connection with the properties or technical condition of the Subscriber's Device and in relation to the telecommunications infrastructure used.
4. For legal or technical reasons and taking into account the applicable regulations, in particular the protection of consumer rights, the Office reserves the right to:
  - a. cease the functioning of the Website or the provision of the Newsletter service;
  - b. suspend the functioning of the Website or the provision of the Newsletter service;- if possible, after prior posting an appropriate notice on the Website.

## SUBSCRIPTION

1. The Newsletter distribution service is provided free of charge and for an indefinite period from the moment of subscription until the Subscriber's resignation or termination or cessation thereof by the OFFICE.
2. To use the Newsletter Service, the Subscriber should:
  - a) order the Newsletter Service via the Newsletter form made available via the Website, i.e. enter the e-mail address to which the content of subsequent editions of the Newsletter is to be sent and click on the "Send" button;
  - b) provide a real e-mail address belonging to the Subscriber - it is not allowed to use e-mail addresses that do not belong to the subscribers.
  - c) confirm that they have read and accepted the content of the Privacy Policy and the Newsletter Regulations;
3. Subscription to the Newsletter service is activated when the Subscriber confirms the willingness to subscribe by clicking on the activation link included in the e-mail from the OFFICE to the e-mail address provided by the Service User.
4. By subscribing, you express your will to receive commercial information from the OFFICE, within the meaning of the Act of 18<sup>th</sup> July 2002 on the Provision of Services by Electronic Means to the indicated e-mail address. This allows the OFFICE to use telecommunications end devices on which you use the Newsletter for direct marketing purposes in accordance with Art. 172 of the Act of 16<sup>th</sup> July 2004, Telecommunications Law.
5. The use of the Newsletter service depends on the fulfilment of the technical conditions specified in the Regulations, including having an active e-mail address by the Subscriber.
6. The Subscriber may at any time, without giving a reason and without incurring any costs (except for possible costs related to the operation of the Subscriber's Device, including data transmission), change the previously indicated e-mail address to which the Newsletter is sent or resign from the Newsletter service. Removal of the Subscriber's data from the Newsletter address database takes place immediately and is signalled with a message confirming the operation.
7. As part of using the Newsletter service, the Subscriber is forbidden to provide and transmit illegal content.

## NOTICE OF TERMINATION

1. The Company may at any time terminate the agreement for the distribution of the Newsletter with one month's notice for the following important reasons:
  - a) amendments of law regulating the provision of services by electronic means affecting the mutual rights and obligations specified in the agreement or amendment to the interpretation of the above law as a result of court judgments, decisions, guidelines or recommendations of competent offices or authorities;
  - b) change in the manner of providing services caused solely by technical or technological reasons (in particular, updating the technical requirements indicated in the Regulations);
  - c) change in the scope or provision of services to which the Regulations apply, by introducing new ones, modifying or withdrawing by the Company the existing functionalities or services covered by the Regulations.
2. The OFFICE shall send its declaration in the scope specified in section 1 to the e-mail address provided by the Subscriber when subscribing to the Newsletter service.
3. The OFFICE may terminate the Subscriber's Agreement for the distribution of the Newsletter without notice if the Subscriber uses the content of the Newsletter in a manner inconsistent with the provisions of applicable law and violating the rights of third parties or the provisions of the Regulations.

The OFFICE is obligated to inform in advance the Subscriber about the cause and date of termination of the service distribution.

## DATA TRANSMISSION AND CYBER-SECURITY

1. As a rule, the use of services provided by electronic means (regardless of the steps taken and taking into account the nature of these services), may involve the risk of, among others:
  - a) the Subscriber receiving spam, i.e. unsolicited advertising (commercial) information provided electronically;
  - b) the Subscriber being affected with malware or sniffer;
  - c) the Subscriber's Device being infected with computer viruses.
2. By accepting the Regulations, the Subscriber declares that they are aware of the risks posed by the use of services provided by electronic means, and nevertheless decides to use the services provided in this way.
3. The OFFICE informs that there are no anti-virus systems that are 100% effective in detecting computer viruses, and therefore to increase security. The OFFICE recommends Subscribers to use up-to-date anti-virus software on each device through which their e-mail services are operated and through which you use the Website.

## COMPLAINTS

1. The OFFICE considers complaints regarding the functioning of the Newsletter within 30 calendar days from the date of their receipt and informs immediately (together with the justification):
  - a. whether it accepts the complaint;
  - b. how it intends to consider the complaint;
  - c. that there are no grounds for accepting the complaint.

2. The OFFICE makes every effort to ensure the correct and uninterrupted operation of the Newsletter and the continuity of the ordered service provision.
3. Complaints related to the functioning of the Website and the Newsletter service may be submitted by the Subscriber via e-mail to the following address: [biuro@kancelariamagnet.pl](mailto:biuro@kancelariamagnet.pl).

## PERSONAL DATA

1. An integral part of the Regulations is the Privacy Policy, which you can access via the "Privacy Policy" tab available at [www.kancelariamagnet.pl](http://www.kancelariamagnet.pl).
2. The OFFICE informs that the personal data of Subscribers will be processed only for the purpose and on the terms specified in the Privacy Policy.

## PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The Subscriber is entitled to use the Website and the Newsletter only for personal purposes.
2. The OFFICE has all intellectual property rights to the Website and the Newsletter (all content contained therein), both in whole and to individual elements, therefore the use of said works in a manner or for purposes inconsistent with the Regulations or the provisions of applicable law is prohibited and gives rise to liability towards the OFFICE.
3. Any photos, videos and descriptions posted on the Website or in the Newsletter may not be used for any purpose without the prior consent of the OFFICE expressed in writing, unless the OFFICE does not have the exclusive right to use the same.
4. The computer program (including the source code) on which the operation of the Website and its interface are based (graphic and functional layer seen on the Subscriber's Device), as well as all graphic, multimedia and creative functional elements of the Website and Newsletter are subject to copyright protection.
5. New versions, modifications, updates, adaptations and other changes of the above-mentioned works are also subject to copyright protection.

## OUT-OF-COURT PROCEDURES FOR DEALING WITH COMPLAINTS AND PURSUING CLAIMS

1. The Subscriber, unless the law provides otherwise, has the right to use out-of-court procedures for dealing with complaints and pursuing claims. These include:
  - a) Mediation - conducted by voivodship inspectorates of the Trade Inspection (WIIH) and their branch offices;
  - b) Permanent consumer arbitration courts operating at WIIH;
  - c) Municipal (powiat) consumer ombudsmen (<https://www.uokik.gov.pl/pomoc.php>);

d) The ODR platform - an access point for consumers and entrepreneurs, used for out-of-court settlement of consumer disputes regarding online transactions, at the URL address <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>;

2. Detailed information on the rules of access to procedures concerning out-of-court methods of dealing with complaints and pursuing claims, have been posted on the website of the Office for Competition and Consumer Protection, at the URL: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php).

## FINAL PROVISIONS

1. The law applicable to the Agreement is the law of the Republic of Poland, and courts, common courts in the Republic of Poland, unless otherwise provided for in applicable provisions of law.
2. The content of the Regulations may be obtained, reproduced and recorded free of charge via the Website ([www.kancelariamagnet.pl](http://www.kancelariamagnet.pl)) at any time.
3. The OFFICE reserves the right to amend these Regulations (hereinafter: Amendments).
4. If an Amendment is made, the OFFICE is obligated to inform about their content and scope at least 14 calendar days before their effective date, in order to enable the Subscriber to unsubscribe if they do not agree to these Amendments.
5. The OFFICE will inform the Subscribers about the Amendments via e-mail to the address used to distribute the Newsletter.
6. Recognising individual provisions of the Regulations in the manner prescribed by law to be invalid or ineffective, does not affect the validity or effectiveness of the remaining provisions.
7. The provisions of the Regulations are applied taking into account the applicable standards governing legal relations with Consumers.
8. The announcement on amendments shall contain the list of amendments and their date.
9. Any amendments to the Regulations shall become effective within 14 days from the date of their publication in the manner described in the preceding sentence, with the proviso that the amended Regulations shall be binding on the Subscriber, unless within 14 days from the date of receipt of information about its amendment they do not declare their resignation from the Newsletter service (in the case of non-acceptance of the new content of the Regulations).
10. The above Regulations of the website shall be effective from 1<sup>st</sup> March 2022.