Terms and conditions of the Newsletter

of the website Philmat

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Article 1 Definitions

Consumer – a Customer who is a natural person who has entered into the Contract or is taking steps to enter into the Contract, without direct connection with his/her business or professional activity.
Consumer Rights Act – the Polish Act of 30 May 2014 on consumer rights.
Contract - contract for delivery of the Newsletter.
Customer - any entity that has entered into the Contract or is taking steps to enter into the Contract.
Newsletter – messages related to the Website, including information about offers, promotions and new products on the Website, provided free of charge to the Customer by the Service Provider under the Contract, which constitute digital content within the meaning of the Consumer Rights Act.
Service Provider – PHILMAT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered seat at ul. Jana Kilińskiego 34/36, 98-220 Zduńska Wola, Poland, entered in the National Court Register - Register of Entrepreneurs by SĄD REJONOWY DLA ŁODZI ŚRÓDMIEŚCIA W ŁODZI, XX WYDZIAŁ GOSPODARCZY KRAJOWEGO REJESTRU SĄDOWEGO, under KRS (National Court Register) number 0001007011, NIP (Tax Identification Number) 8291751300, REGON (National Official Business Register number) 523885887, initial capital PLN 5000,00.
Website - the website “Philmat” operated by the Service Provider at https://philmat.pl/
Terms and Conditions – these terms and conditions.

Article 2 Contact with the Service Provider

1. Postal address: ul. Jana Kilińskiego 34/36, 98-220 Zduńska Wola, Poland
2. Email address: info@philmat.pl
3. Phone: +48 575 579 637
4. The cost of a telephone call or data transmission made by the Customer results from the basic tariff of the telecommunications operator or Internet service provider whose services the Customer uses. The Service Provider stresses that the cost of an international call or international data transmission may be higher than the cost of a domestic call or transmission - depending on the tariff adopted by the telecommunications operator or Internet service provider whose services the Customer uses.

Article 3 Technical requirements

1. In order to use the digital content covered by the Terms and Conditions it is necessary to have:
   - an active e-mail account;
   - a device with access to the Internet;
   - a web browser that supports JavaScript and cookies.

Article 4 Contract

1. The Customer may voluntarily subscribe to the Newsletter.
2. In order to receive the Newsletter, it is necessary to conclude the Contract.
3. Emails within the Contract will be sent to the email address provided by the Customer when entering the Contract.
4. In order to conclude a Contract, the Customers shall provide in the first step, in a designated place on the Website, their email address to which they wish to receive messages sent as part of the Contract. Upon signing up for the Newsletter, the Contract for an indefinite period of time shall be concluded and the Service Provider shall commence performance of the Contract – subject to the next provision.
5. In order to properly perform the Contract, the Customer is obliged to provide their correct email address.
6. The Newsletter is delivered without delay, after the Service Provider creates messages intended for the Customers.
7. Messages sent as part of the Newsletter will include information about the possibility of unsubscribing, as well as a link to unsubscribe.
8. The Customer may unsubscribe from the Newsletter, without giving any reason or incurring any cost, at any time by using the option referred to in the previous provision or by sending a message to the Service Provider's email address provided in Article 2 of the Terms and Conditions.
9. The Customer's use of the link to unsubscribe from the Newsletter or sending a message requesting unsubscription from the Newsletter will result in termination of the Contract without delay.

Article 5 Complaints

I GENERAL PROVISIONS

1. The Service Provider asks to submit complaints regarding the digital content covered by the Terms and Conditions to the postal or electronic address provided in Article 2 of the Terms and Conditions.
2. The Service Provider shall consider the complaint within 14 days of receipt of the complaint - subject to the provisions of Article 9 sec. 3 and 4 of the Terms and Conditions.

II CONSUMERS

1. The Service Provider shall be liable to the Consumer for the conformity of the performance with the Contract as provided for by generally applicable laws, including in particular the provisions of the Consumer Rights Act - subject to the provisions of Article 9 sec. 3 and 4 of the Terms and Conditions.
2. In the event of improper performance of the Contract by the Service Provider, the Consumer may exercise the rights specified in Chapter 5b of the Consumer Rights Act.
3. If the Service Provider has not supplied the digital content covered by the Contract, the Consumer may request the Service Provider to supply it. If, despite the request, the Service Provider fails to supply the digital content covered by the Contract without delay or within an additional period of time expressly agreed between the Consumer and the Service Provider, the Consumer may withdraw from the contract.

4. The Consumer may withdraw from the Contract without requesting the digital content covered by the Contract to be supplied if:
    - it is clear from the Service Provider's notice or from the circumstances that they will not supply the digital content; or
    - the Consumer and the Service Provider have agreed, or it is clear from the circumstances of the conclusion of the Contract, that a specific date for the supply of the digital content was important to the Consumer and the Service Provider has not supplied the digital content within that date.
5. Liability shall be borne by the Service Provider for any non-conformity of the Newsletter with the Contract that - due to the fact that the Newsletter is delivered continuously - occurred or became apparent at the time it was to be delivered in accordance with the Contract, subject to the provisions of Article 9 sec. 3 and 4 of the Terms and Conditions.
6. If the digital content covered by the Terms and Conditions is not in conformity with the Contract, the Consumer may request that it be brought into conformity with the Contract.
7. In case of non-conformity of the digital content covered by the Terms and Conditions with the Contract, the Consumer shall cooperate with the Service Provider, to a reasonable extent and using technical means that are least intrusive for the Consumer, to ascertain whether the lack of conformity of the digital content at the adequate time results from the characteristics of the Consumer’s digital environment.
8. In addition, if the digital content covered by the Terms and Conditions is not in conformity with the Contract, the Consumer may give a notice of withdrawal from the Contract, when:
    a. bringing the digital content into conformity with the Contract is impossible or requires excessive costs to be borne pursuant to Article 43m sec. 2 and 3 of the Consumer Rights Act;
    b. the Service Provider has failed to bring the digital content covered by the Terms and Conditions into conformity with the Contract within a reasonable time from the moment the Service Provider was informed by the Consumer of the lack of conformity with the Contract, and without undue inconvenience to the Consumer, taking into account the nature of the digital content and the purpose for which it is used;
    c. the lack of conformity of the digital content covered by the Terms and Conditions with the Contract continues despite the fact that the Service Provider has attempted to bring the digital content into conformity with the Contract;
    d. the lack of conformity of the digital content covered by the Terms and Conditions with the Contract is so significant that it justifies Contract withdrawal without first having recourse to the remedy set out in Article 43m of the Consumer Rights Act (i.e. requesting that the digital content be brought into conformity with the Contract);
    e. it is clear from the Service Provider's notice or the circumstances that the Service Provider will not bring the digital content covered by the Terms and Conditions into conformity with the Contract within a reasonable time or without undue inconvenience for the Consumer.

Out-of-court complaint and redress methods

1. The Service Provider informs the Consumer about the possibility to use out-of-court procedures for handling complaints and pursuing claims. The rules of access to these procedures are available at the registered offices or on the websites of entities entitled to out-of-court dispute resolution.

   A Consumer may use, among others, the assistance of the relevant European Consumer Centre from the European Consumer Centres Network. The centres provide information on consumer rights and help resolve disputes in the case of cross-border purchases. The assistance of the European Consumer Centres is, in principle, free of charge. For a list of country-specific Consumer Centres, see:

https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en#contact-ecc-net

In addition, the following forms of support are available in the Republic of Poland:

- mediation conducted by the locally competent Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request for mediation should be made. In principle, the procedure is free of charge. A list of inspectorates can be found here: https://uokik.gov.pl/kontakt-inspekcja-handlowa
- the assistance of the competent permanent consumer arbitration court operating at the Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request should be submitted for consideration of the case before the arbitration court. In principle, the procedure is free of charge. The list of inspectorates is available at: https://uokik.gov.pl/kontakt-inspekcja-handlowa

2. The preceding provision is for information purposes only and does not constitute an obligation on the part of the Service Provider to use out-of-court dispute resolution.
3. The use of out-of-court dispute resolution is voluntary for both the Service Provider and the Consumer.
4. A Consumer may additionally use the free assistance of the municipal or district consumer ombudsman in the Republic of Poland.

Article 6 Right to withdraw from the contract

1. The Consumer has the right to withdraw from the Contract concluded with the Service Provider, within 14 days without giving any reason.
2. The time limit for the withdrawal from the Contract expires 14 days after the conclusion of the Contract.
3. In order to exercise the right to withdraw from the Contract, the Consumer must inform the Service Provider, using the contact information provided in Article 2 of the Terms and Conditions, of their decision to withdraw from the Contract by way of an unambiguous statement (for example, a letter sent by post or email).
4. The Consumer may use the model withdrawal form attached at the end of the Terms and Conditions, however, it is not obligatory.
5. In order to observe the time limit for withdrawal, it is sufficient for the Consumer to send information concerning the exercise of their right to withdraw from the Contract before the time limit for withdrawal expires.

Article 7 Personal data

1. The Service Provider is the administrator of the personal data provided by the Customer in connection with the Contract. Detailed information regarding the Service Provider's processing of personal data - including the other purposes and grounds for processing, as well as the recipients of the data, can be found in the privacy policy available on the Website - due to the transparency principle contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) – "**GDPR**".
2. The purpose of the Customer's data processing is:
   - performance of the Contract; the basis of processing of personal data in this case is the Contract or actions taken at the request of the Customer in order to conclude it (Art. 6 sec. 1 (b) of the GDPR);
   - analysis of the effectiveness of the messages sent under the Contract, in order to establish general principles for effective messaging in our business activity; the basis of processing of personal data in this case is the Service Provider's legitimate interest (Art. 6 sec. 1 (f) of the GDPR);
   - establishing, investigating or defending possible claims related to the Contract; the basis of processing of personal data in this case is the Service Provider's legitimate interest (Art. 6 sec. 1 (f) of the GDPR).

3. The provision of data by the Customer is voluntary, but at the same time necessary for the conclusion of the Contract and providing the digital content covered by this Contract. Failure to provide data means that the Contract will not be concluded and the Service Provider will not be able to provide the digital content covered by this Contract.
4. The Customer's data will be processed until:
   - the Contract ceases to be valid;
   - the ability of the Customer or the Service Provider to assert claims related to the Contract ceases;
   - the Customer's objection to the processing of their personal data is accepted - if the processing was based on the Service Provider's legitimate interest

   - depending on what is applicable in each case.
5. The Customer has the right to request:
   - access to their personal data,
   - correction of their personal data,
   - deletion of their personal data,
   - restriction of the processing of their personal data,
   - transfer of their personal data to another controller,

   and the right to:
   - object at any time to the processing of data on grounds relating to the Customer's particular situation - to the processing of their personal data based on Article 6 sec. 1(f) of the GDPR (i.e. on the legitimate interests pursued by the Service Provider).
6. To exercise their rights, the Customer should contact the Service Provider.
7. If the Customer considers that their data is being processed unlawfully, the Customer may lodge a complaint with the competent data protection authority. In Poland, this authority is the President of the Personal Data Protection Office.

Article 8 Change to the Terms and Conditions or the Newsletter

1. The Service Provider reserves the right to amend these Terms and Conditions only for important reasons. An important reason is understood to be the need for amendments to the Terms and Conditions due to:
   a. change in the functionality of the Newsletter, requiring modification of the Terms and Conditions, or
   b. a change in the provisions of law, affecting the execution of the Contract by the Service Provider, or adaptation of services to recommendations, guidelines, orders or prohibitions, rulings, provisions, interpretations or decisions of authorized public authorities or
   c. change of contact or identification data of the Service Provider.
2. Information on planned amendments to the Terms and Conditions shall be sent to the Customer's email address provided at the time of entering into the Contract at least 7 days before the amendments take effect.
3. If the Customer does not object to the planned amendments by the time they take effect, the Customer is deemed to have accepted them, which shall not constitute any obstacle to the termination of the Contract in the future.
4. If the Customer does not accept the planned amendments, the Customer should send a notification to the Service Provider's email address provided in Article 2 of the Terms and Conditions, which shall result in termination of the Contract as soon as the planned changes come into force.
5. The Service Provider may make a change to the Newsletter, which is not necessary for its compliance with the Contract, for the reason indicated in sec. 1 (b) or due to change in the functionality of the Newsletter. The implementation of the change referred to in the preceding sentence will not incur any costs on the part of the Consumer. The provisions of sec. 2-4 shall apply accordingly.

6. If the change referred to in the preceding provision significantly and negatively affects the Consumer's access to or use of the Newsletter, the Service Provider shall send to the Consumer's e-mail address sufficiently in advance, on a durable medium, information about the characteristics and date of the change and the Consumer's rights in connection with the change.

Article 9 Final provisions

1. The Customer shall be prohibited to provide illegal content.
2. The Contract is concluded in English.
3. The Contract entered into on the basis of these Terms and Conditions shall be governed by Polish law, subject to sec. 4.
4. The choice of Polish law for the Contracts concluded with Consumers under the Terms and Conditions shall not waive or limit the rights of Consumers under the mandatory rules of the law applicable to that Consumer in situations where there is no choice of law. This means, in particular, that if national regulations applicable to the Consumer provide for protection that is broader than that provided for under these Terms and Conditions or Polish law, such broader protection shall apply.
5. Subject to sec. 7, in the event of a possible dispute with a Customer who is not a Consumer, connected with the Contract, the competent court shall be the one having jurisdiction over the Service Provider's registered office.
6. None of the provisions of these Terms and Conditions exclude or in any way limit the rights of the Consumer resulting from the provisions of law.
7. A natural person who concludes or takes steps to conclude the Contract that is in direct connection with their business activity, shall be treated as a Consumer and shall be entitled to the same rights as those enjoyed by Consumers, if the Contract is not of a professional nature for that person. The preceding sentence shall not apply to the provisions set out in Article 5 in the subpart “Out-of-court complaint and redress methods” as well as to the provision of sec. 4.
8. Subject to sec. 7, any liability of the Service Provider towards a Customer who is not a Consumer, connected with the Contract, is excluded - to the extent permitted by law.

Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may (but does not have to) use.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

PHILMAT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
ul. Jana Kilińskiego 34/36, 98-220 Zduńska Wola, Poland
e-mail: info@philmat.pl

- I/We (*) ..... hereby give notice that I/We (*) withdraw from my/our (*) contract of for the provision of the following service (*) / for the supply of digital content in the form of(*):

.....

.....

.....

– Ordered on(*)

.....

– Name of Consumer(s):

.....

– Address of Consumer(s):

.....

.....

.....

Signature of Consumer(s)

(only if this form is sent on paper)

Date .....

(*) Delete as appropriate.