

## General Terms for the Provision of Electronic Services

### § 1 General provisions

1. The Service Provider indicates that the Provision of Electronic Services on each Website specified in § 1 (6) of these General Terms for the Provision of Electronic Services (hereinafter: the General Terms) will take place under the terms and conditions set out in these General Terms, and the General Terms document specifies in particular the scope and type of generally Provided Electronic Services, save that for certain Websites or Services the Service Provider may adopt separate regulations, i.e. Specific Terms. The Service Provider provides the User with information and access to the above Specific Terms, as well as the options to record the same, including by downloading, before using the Website or Service. The list of all Specific Terms is attached as Appendix 8 to these General Terms and is available online at: <https://www.lerg.pl/rodo>. Details of the Service Provider, including its address, can be found in Appendix 4 to these General Terms.
2. It is assumed that:
  - a) Any person who has started using the Website indicated in § 1 (6) of these General Terms or a Service should first read the content and accept the provisions of these General Terms and appendices hereto, including any Specific Terms, save that it is not necessary to acknowledge the same by concluding a separate individual contract for the Provision Of Electronic Services, including in writing, unless the provisions of the Specific Terms provide otherwise.
  - b) However, the User of the Website or Service has the right to ask the Service Provider to send them the full content of the provisions on the basis of which they use the Website or Service, including explanations as to the interpretation of the provisions of the General Terms, appendices hereto, including any Specific Terms, including clarifications of the relationship between these regulations.
  - c) At the same time, any person who wants to start using the Website and believes that the provision of Services should take place under conditions other than those described in these General Terms and in appendices hereto, including any Specific Terms, should contact the Service Provider and determine whether this is possible, and if it is not, they should not use the Website or Service.
  - d) In order to avoid instances of using the Website without reading the conditions of providing Services, the Service Provider:
    - deploys an information system consisting in the implementation of a pop up message displayed at the entry to the Website, containing information on the rules for the provision of Services and the rules for the processing of personal data,
    - provides at any time easy access to information on the rules for the provision of Services and the rules for the processing of personal data, including by providing access to documentation from the level of not only the main page but also each subpage by means of an appropriate footer reference.

The provisions of § 6 of these General Terms apply to the exercise of the rights provided for in the preceding sentences, including in particular to the methods of asking the Service Provider for clarifications.
3. These General Terms provide in particular for the following:
  - a) The start and end times of the provision of Services,
  - b) General conditions for the provision of Services,
  - c) Detailed conditions for the provision of Services, including Technical Requirements, as well as:
    - the rights and obligations of the operator of the Website,
    - as well as the rights and obligations of the User,
  - d) complaint procedure,
  - e) miscellaneous provisions,
  - f) provisions regarding the procedure and manner of resolving any disputes.
4. Terms used in these General Terms, and not defined in the dictionary of definitions specified in § 1 (5) of these General Terms, should first be understood as adopted in the provisions of applicable law, and in the absence of relevant provisions, reference should be made to the customary meaning. Specific Terms may define their own definition dictionaries, including the adoption of meaning of terms at variance with that adopted in the General Terms.

5. For the purposes of these General Terms it is assumed that:

- a) **Service Provider** means a natural person, a legal person or an organizational unit without legal personality, which, by way of, even incidental, commercial or professional activity, provides services electronically, save that for the purposes of these General Terms, the service provider is Lerg in accordance with § 1 (6) of these General Terms and Appendix 4 to these General Terms.
- b) **Service Recipient or User** means a natural person, legal person or an organizational unit without legal personality who uses the service, including an electronic service, save that the Service Recipient or User may be a Consumer or an Entity other than a Consumer, unless the provisions of any Specific Terms impose restrictions on a Consumer or an Entity other than a Consumer to use the Service.
- c) **Consumer** means a natural person performing a legal transaction not directly related to their business or professional activity.
- d) **An Entity other than a Consumer** means a natural person, a legal person, an organizational unit, including that without legal personality, who is not a Consumer.
- e) **Specific Terms** mean the regulations, which contain separate and dedicated provisions regarding a given Website or a given Service, save that within the scope of some of the provisions binding on the User the Specific Terms may repeat or refer to the provisions of the General Terms or appendixes hereto; the list of all Specific Terms applied by the Service Provider is attached as Appendix 8 to these General Terms and is available at: <https://www.lerg.pl/rodo>.
- f) **Website** means the websites, operated or provided by the Service Provider, online services, Services provided on these websites or online services or through the same or in connection with their operation, subject to the provisions of § 1 (6) of these General Terms.
- g) **Administrator** means: a natural person, legal person or an organizational unit without legal personality, which, by way of, even incidental, commercial or professional activity, provides services electronically, save that the Administrator of the Website Administrator is the Service Provider, the details of which are given in Appendix 4 to these General Terms and are available at: <https://www.lerg.pl/rodo>.
- h) **Personal Data Controller** means the term defined in § 1 (5) of Appendix 1 to the General Terms, i.e. the General Privacy Policy, save that the Personal Data Controller is the Service Provider, the details of which are given in Appendix 4 to these General Terms and are available at: <https://www.lerg.pl/rodo>.
- i) **Personal Data** means the term defined in § 1 (5) of Appendix 1 to the General Terms, i.e. the General Privacy Policy.
- j) **Personal Data Processing** means the term defined in § 1 (5) of Appendix 1 to the General Terms, i.e. the General Privacy Policy.
- k) **Electronic Service** means the provision of a service provided without the simultaneous presence of the parties (remotely), by transmitting data at the individual request of the User, sent and received using electronic processing devices, including digital compression, and data storage devices, which is fully broadcast, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004 Telecommunications Law, save that the list of all Electronic Services provided by the Service Provider is specified in § 1 (6) of these General Terms and can be found online at: <https://www.lerg.pl/rodo>.
- l) **Service** means an Electronic Service or other Service provided by the Service Provider, save that the list of all Services provided by the Service Provider is specified in § 1 (6) of these General Terms and can be found online at: <https://www.lerg.pl/rodo>.
- m) **General Terms for the Provision of Electronic Services** mean these General Terms, referred to as the General Terms.
- n) **Cookies** mean files whose features, functionality and use are described in Appendixes 1 and 2 to these General Terms, i.e. the General Privacy Policy and Cookies Policy, available online at: <https://www.lerg.pl/rodo>.
- o) **ICT systems** mean a set of hardware and software operated together to ensure processing and storage, as well as sending and receiving data via ICT networks using the end device appropriate for the type of an ICT network, within the meaning of the Act of 16 July 2004 Telecommunications Law (Journal of Laws of 2016 item 1489, as amended).
- p) **Claimant** means a person who has filed a complaint, even if they are not a User or a Service Recipient.

6. The details of the Service Provider as well as the list of Websites operated by the Service Provider

or the list of Services provided by the Service Provider including those on these Websites are attached as Appendix 4 to these General Terms and are available at: <https://www.lerg.pl/rodo>.

7. These General Terms with all appendices are available for free download or recording. It is forbidden to record, store, duplicate or use these Terms in any way and for purposes other than in connection with the intention to use or the use of the Website operated by the Service Provider, or possibly to determine, pursue and defend claims. The above restriction does not apply if the Service Provider has given its written consent or if the action results from an obligation arising from legal provisions or a decision of the appropriate Authority or Court.
8. The Provision of Electronic Services on the Website operated by the Service Provider is subject to the regulations set out in these General Terms, save that if a specific Service provided by the Service Provider is governed by other separate special regulations, i.e. Specific Terms, then these will take precedence over the General Terms to the extent that their provisions may be contrary to the provisions set out in these General Terms. In the event that any provisions of these General Terms or appendices hereto or other Specific Terms or appendices thereto is unclear to the User, the User has the right to inquire with the Service Provider in accordance with § 1 (2) in connection with § 6 of these General Terms.
9. These General Terms are effective from 25 May 2018, until further notice and supersede all previously applicable Terms, Disclaimers, Policies, etc.
10. These General Terms have been adopted in order to unify the standards in force on each Website indicated in § 1 (6) of these General Terms and the standards of Services provided on or via the above Websites.

## **§ 2 The start and end times of the provision of Services**

1. The contract for the Provision of Electronic Services is concluded upon the opening and use of the Website referred to in § 1 (6) of these General Terms, as a result of the User's entering and using the URL of a given Website in a web browser or using a redirection to that Website, i.e. sending a request to the Website server, receiving a response from the Website server in the form of Website content, and at the same time the reading of the content of these General terms and appendices hereto, or the start of using the content of the Website without (despite the existing possibility) reading the content of these General Terms and appendices hereto. If the Service Provider provides Services via mobile applications, the contract for the provision of Electronic Services is concluded upon installation of the Service Provider's application on the end device. The provisions of Specific Terms may shape the start and end times of the provision of the Services otherwise.
2. The User has the right to terminate the use of the Website at any time and thus terminate the contract for the provision of Electronic Services. The use of the Website or Service:
  - a) which does not require logging in, is terminated upon each time leaving the Website or uninstalling the Service or terminating use of the Service,
  - b) which require a subscription (if provided by the Service Provider), is terminated upon withdrawal of consent to continued provision of that Service, i.e. cancellation of the subscription,
  - c) which require logging in or other authorization, is terminated at the time of deleting the User's account.

The Service Provider may specify, by way of Separate Specific Terms, detailed rules for the use of certain Services, which in particular may apply, for example, to the provision of resources, disk space for the purpose of collecting resources, newsletter, user profiles, comparison websites. Specific Terms may contain regulations supplementing the provisions of these General Terms or may adopt separate solutions in terms of determining the start and end times of using the Service. The Service Provider provides the User with information and access to the above Specific Terms, as well as the options to record the same, including by downloading, before the conclusion of the contract for the provision of Electronic Services.

The list of such Specific Terms is attached as Appendix 8 to these General Terms and is available at: <https://www.lerg.pl/rodo>.

The list of all Services provided by the Service Provider to Users forms Appendix 4 to these General Terms and is available at: <https://www.lerg.pl/rodo>.

The list of Services of the Service Provider requiring registration is attached as Appendix 7 to these General Terms and is available at: <https://www.lerg.pl/rodo>.

3. Some Users may enjoy special rights related to the right to withdraw from the contract for the provision of Electronic Services arising from the provisions of applicable law (i.e. Consumers). In order to facilitate the exercise of this right, the Service Provider adopts an auxiliary Model statement of withdrawal from the contract. The Model statement of withdrawal from the contract by the User being a Consumer is attached in Appendix 6 to these General Terms and is available at: <https://www.lerg.pl/rodo>. The User who is a Consumer has the right to withdraw from the contract concluded at a distance or off-premises of the company within 14 days of the conclusion. At the same time, the Service Provider informs the User who is a Consumer that in the case of certain types of services, the Consumer will not be able to exercise the right to withdraw from the contract in accordance with Article 38 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014 item 827, as amended). This applies in particular to two types of situations:
- a) The first case relates to contracts for the provision of Services, if the Service Provider has fully performed the Service with the express consent of the Consumer, who was informed before the start of the provision of the service that after the performance of the service by the company they will lose the right to withdraw from the contract. This case is fulfilled in relation to using in particular the Website of the Service Provider or another Service provided by the Service Provider without the need to register or create User profiles. At the same time, the Service Provider will inform the Consumer User each time about the loss of the right to withdraw from the contract, in particular by referring them to the content of the General Terms.
  - b) The second case relates to contracts for the provision of digital content that is not saved on a tangible medium, if the performance of the service began with the express consent of the Consumer before the expiry of the term to withdraw from the contract and after they were informed by the Service Provider of the loss of the right to withdraw from the contract.

### **§ 3 General Terms of using Services**

1. The Service Provider ensures that the use of the Website is free for any User, unless otherwise stated in the content of separate Specific Terms, save that each time before using the Paid Services, the User will get prior information on:
- a) unit and total cost, price or remuneration, including taxes, and where the nature of the service does not allow, by reasonable judgement, an advance calculation of the same, the manner in which these will be calculated, as well as delivery charges, postal service fees, and any other costs, and where it is not possible to determine the amount of such fees, on the obligation to pay the same; in the event of concluding a contract for an indefinite period or a contract covering a subscription, the Service Provider will inform the User about the total price or remuneration covering all payments for the billing period, as well as all costs that the User is obliged to incur,
  - b) identification details of the Service Provider,
  - c) main features of the service, including the subject of the service, the manner and date of performance,
  - d) method of communicating with the User,
  - e) the Service Provider's liability under the law for the quality of the service, the manner of filing and processing any complaints,
  - f) content of after-sales services and guarantees,
  - g) duration of the contract or, where the contract is concluded for an indefinite period or is to be automatically extended, on the manner and grounds for terminating the contract,
  - i) functionality of digital content and applicable technical means of protection,
  - j) significant interoperability of digital content with computer hardware and software.

The above information may also be provided by presenting the provisions of the regulations or referring to the content of specific editorial units of the regulations, i.e. the General Terms or appendices hereto, including any Specific Terms or appendices thereto. The provisions set out in the above the sentence does not apply to Users who are not Consumers, unless otherwise provided in the Specific Terms, save that Users who are not Consumers, before using the Paid Services, will receive information on the unit and total cost, price, remuneration, including the amount of tax, the main subject of the contract, the identification details of the Service Provider, form of contact with the User, complaint procedure, duration of the contract and the manner of terminating the same.

The Service Provider ensures that Users are not misled as regards its provided Services, including that they are aware of whether the use of the Service is free or not; for this purpose the Service Provider implements appropriate measures, i.e. provides Users with access to the list of the Paid Services provided by the Service Provider, and additionally adopts appropriate tools to keep that list updated and current without misleading the User.

The list of the Paid Services provided by the Service Provider on the Website is available at: <https://www.lerg.pl/rodo> and forms Appendix 7 to these General Terms.

2. The Service Provider informs the User that the User gains access to the Website or Service voluntarily, and if they do not accept its content, they should stop using it.
3. The User may not use the Website in any other way than it follows from the provisions of these General Terms, unless they obtained the consent of the Service Provider (see § 1 (2) (3) of the General Terms), legal regulations and accepted customs; in particular it is forbidden to use the Website in such a way that would lead to a violation of intellectual property law, including copyright and related rights, as well as industrial property rights, economic rights or non-economic rights, save that detailed provisions in this respect are provided for in § 5 of these General Terms.
4. The Service Provider ensures that in order to gain access to each Website, the User, as a rule, will not have to complete any formalities or register. At the same time, the Service Provider reserves that in the event of a need to use the selected Website or Service, it may be necessary to register or sign up or subscribe. In such case, the User will be notified of the need to register, sign up or subscribe. The list of the Websites requiring registration can be found at: <https://www.lerg.pl/rodo> and forms Appendix 7 to these General Terms.
5. If registration on the Website is required, the Service Provider will make available to the User, including for recording, even before registration, any Specific Terms relating to the given Website requiring registration from the User. The list of Specific Terms can be found at: <https://www.lerg.pl/rodo> and forms Appendix 8 to these General Terms.

#### **§ 4 General Terms of using Websites**

1. The Service Provider ensures that it has applied and applies the utmost care to ensure that the use of its operated Website does not entail any risk for the User, who, however, should be aware of the possibility of updating the risk and use the Website in a cautious and prudent manner.
2. The Service Provider emphasizes that in order to use the Website and for interoperability between ICT systems to be possible, the User must meet the minimum technical requirements for the hardware and software used, as well as the quality of Internet access, i.e.
  - 1) the software should meet the following requirements:
    - operating system: Windows, MacOS, Linux, Android, iOS,
    - web browser: Chrome, Firefox, Edge, Safari,
    - program installed:
  - 2) Data transfer should meet the following requirements:
    - upload: min. 2Mbit/s,
    - download: min. 2Mbit/s,
  - 3) End Device with the following parameters: 2GB RAM, network adapter, resolution 1366x768.
3. The Service Provider declares that on any Website the Service Provider may use cookies or other identical systems with similar operation. Detailed information as regard the above is set out in Appendix 1 to these General Terms, i.e. the General Privacy Policy, and in Appendix 2 to these General Terms, i.e. the General Cookies Policy. The content is available at: <https://www.lerg.pl/rodo>.
4. Specific Terms for the Websites or Services may provide for different requirements.
5. Subject to the provisions of mandatory law, the Service Provider will not be liable for damages, including due to the quality of the Service, if the Service is used despite the Service Recipient's failure to meet the minimum technical requirements where the damage occurred solely for that reason or the damage was caused solely as a result of acts or omissions of the User contrary to these General Terms or appendices hereto.
6. The Service Provider may in justified cases, based on an explicit statement, grant the User the right

to automated access to the Website.

## **§ 5 Rights and obligations of the User and the Service Provider**

1. The User is obliged to use the Website in accordance with its intended purpose, the provisions of these General Terms and appendices to these General Terms, the provisions of applicable law, accepted customs. The User is obliged to read the documentation regarding the provision of Services, including the General Terms, Specific Terms, and documentation regarding the processing of personal data
2. When using the Website, the User is aware that:
  - a) they should not provide any content with features that could constitute or be considered to be non-compliant and violate generally applicable law,
  - b) insofar as it is possible for the User to post data on the Website or Service, they should not, in connection with the use of the Website or Service, post on it any content that would be political, pornographic, erotic, violating morality, offending or capable of offending other persons or religious feelings or political views of others,
  - c) insofar as it is possible to post data on the Website, they should not provide untruthful data, in particular false Personal Data, and should not provide data of other persons,
  - d) they should not in any way take actions or activities that would lead or could lead to interference in the operation of the Website, in particular the User may not enter, place any programs or applications or files, as well as their extensions, which may have a negative impact on the operation of the Website software or devices used for its operation, or devices or software of other Users, in particular viruses, Trojans, worms, backdoors and other malicious software;
  - e) they are not allowed to carry out programming or hacking activities, including to make any changes to the source code of the Website or to modify the content of the Website,
  - f) they are not allowed to access the Website using methods that cause or enable automated access, i.e. without the User's interference, in particular from tools such as bots, indexing robots,
  - f) they are not allowed to bypass the security of the Website by using the security vulnerabilities, while they retain the right to inform the Administrator of any suspected vulnerability,
  - g) they are not allowed to use the content posted on the Website in a manner other than for personal use, unless a separate agreement has been concluded with the Service Provider, which provides otherwise.
3. The Service Provider enjoys all rights to any content posted on the Website and it reserves that it is not allowed to disseminate, reproduce, duplicate in any way any content made available on the Website, including in particular its fragments, including page formatting, logo, content, templates, presentations, graphics, audio and video data.
4. The Service Provider informs the User that as part of providing the Services, it processes Users' personal data, including the IP address, information related to cookies, decides about the purposes and methods of processing data, and is the Personal Data Controller. Information about the processing of personal data by the Service Provider is included:
  - a) in the General Privacy Policy, constituting Appendix 1 to the General Terms, containing general information on the processing of personal data, including definitions of relevant concepts, as well as the presentation of rules on the processing of personal data; the document is available at: <https://www.lerg.pl/rodo>,
  - b) in the General Cookies Policy, constituting Appendix 2 to the General Terms, containing general information on the tools used that affect the processing of personal data; the document is available at: <https://www.lerg.pl/rodo>,
  - c) in the General Information Clause, constituting Appendix 5 to the General Terms, containing detailed information on the processing of personal data, including the designation of the Personal Data Controller in relation to a given Website or Service (the data is also included in the content of Appendix 4 to the General Terms); the document is available at: <https://www.lerg.pl/rodo>.

## **§ 6 Provision of information and complaint procedure**

1. The Service Provider provides information on the operation of the Website at the following e-mail address: [lerg@lerg.pl](mailto:lerg@lerg.pl) and by phone at: +48 14 680 62 11, as well as by fax at: +48 14 680 63 00, by post and in person on the Service Provider's premises.

2. The Service Provider adopts the following general complaint procedure, save that specific regulations may be provided for certain Services.
3. Each User has the right to file a complaint about the provision of Services by the Service Provider, including the operation of the Website, both in terms of technical aspects as well as the quality and availability of the Website, the conditions for its provision, by submitting a complaint: in person or in writing or by phone (cost as per ordinary connection to the mobile network) or via e-mail to the Service Provider's address indicated in Appendix 4 to these General Terms, i.e. to the e-mail address: [lerg@lerg.pl](mailto:lerg@lerg.pl), phone: T: +48 14 680 62 11, F: +48 14 680 63 00.
4. The complaint should meet the following formal requirements, i.e.
  - a) Indicate the issue complained about,
  - b) Indicate the date of occurrence of the event giving rise to the complaint, optionally also the time of occurrence of the event giving rise to the complaint,
  - c) Give a brief description of the circumstances of the event,
  - d) Indicate: forename, surname or other designation of the User, as well as the address of the person submitting the complaint (unless it is not necessary to process the complaint), e-mail address (unless it is not necessary to process the complaint, as any response will be sent by written correspondence), optionally also a phone number,
  - d) Where the person submitting the complaint (Claimant) is not a User, indicate also: forename, surname or other designation of the person submitting the complaint (Claimant), as well as the address of the person submitting the complaint (unless it is not necessary to process the complaint), e-mail address (unless it is not necessary to process the complaint, as any response will be sent by written correspondence), optionally also a phone number.
5. After submitting a complaint, the Claimant receives a confirmation of submitting the complaint to the e-mail address provided. If the Claimant has not provided the e-mail address, they may receive a confirmation of submitting the complaint in the form of a text message or in writing.
6. The Service Provider adopts the following time limits for processing complaints
  - if the Claimant is a Consumer and has requested the replacement of items or removal of a defect or has submitted a statement on price reduction, specifying the amount by which the price is to be reduced, the complaint will be processed immediately, not later than within 14 calendar days of receipt by the Service Provider. The Claimant receives information about the result of the Complaint procedure within the above time limit.
  - In other cases, complaints are processed immediately, not later than within 30 calendar days from the date of receipt of the complaint by the Service Provider. The Claimant receives information about the result of the Complaint procedure within the above time limit.
7. In the event that the complaint does not contain all the data listed in § 6 (4) of the General Terms, which would be necessary to process the complaint or clarify the matter, the Claimant is requested (by phone, in writing or via e-mail) to complete the same within 7 calendar days of receipt of the request to complete the missing points. Failure to complete the missing points or completion contrary to the request will result in a decline of the complaint, about which the User is instructed in the request.
8. After processing the complaint, the Service Provider, within the time limit specified in § 6 (6) of the General Terms, informs the User about the negative or positive result of the complaint procedure, including whether it accepts the complaint in whole or in part, and if so indicates in what part. A negative result of the complaint processed is accompanied with justification. The justification includes: a summary of the complaint and other letters of the Claimant submitted in the course of the complaint procedure, the established facts, including evidence on the basis of which the facts were established, legal argumentation with reference to legislation, contractual terms and provisions, regulations, instruction on the possibility of amicable dispute resolution and about institutions where the dispute can be settled amicably, including the ODR platform, a statement of consent to amicable resolution of the dispute.

## **§ 7 Amicable dispute resolution**

1. The Service Provider informs Users who are Consumers about the existence of the ODR platform. It is a tool created by the EU legislator for the amicable and out-of-court resolution of disputes between Consumers and entities other than Consumers by an independent person, i.e. a mediator. The platform is available in all languages of the European Union. ODR internet address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage> .
2. The Service Provider informs Users who are Consumers that the Office of Competition and

Consumer Protection (hereinafter: UOKIK) maintains a register of entities operating for amicable resolution of disputes. The link to UOKIK website containing information on the above entities, as well as general information on amicable dispute resolution with Consumers and on the contact point created by UOKIK to assist Consumers, including in the field of amicable dispute resolution, is available at:

[https://www.uokik.gov.pl/spory\\_konsumenckie\\_faq\\_obowiazki\\_informacyjne.php#faq2923](https://www.uokik.gov.pl/spory_konsumenckie_faq_obowiazki_informacyjne.php#faq2923).

3. The Service Provider indicates its competent entity operating for amicable dispute resolution: Trade Inspection Authority, ul. 8 marca 5 , 35-959 Rzeszów, Web address: [www.wiih.rzeszow.pl](http://www.wiih.rzeszow.pl).

## **§ 8 Miscellaneous.**

1. As and if required, the Service Provider will make amendments to these General Terms, and all changes will be described, and each time the consolidated text of these General Terms will be adopted. Amendments to the General Terms will enter into force after 60 calendar days from the date of adoption of the amendment. The User will be notified of changes within 7 calendar days from the date of adoption, save that the information will be provided in writing or via e-mail (in the case of Users whom the Service Provider can inform individually) or on the Website (in the case of Users whom the Service Provider cannot inform individually due to the lack of relevant personal data e.g. e-mail address). The User who, having read the amendments, has decided to continue using the Website upon entering into force of these changes, acknowledges that such action will be considered as acceptance of the amendments. The User who has reservations about the changes made or would like to ask about the effects of the changes, including in relation to their situation, may contact the Service Provider for clarification or making a complaint. The method of contacting the Service Provider and submitting complaints is described in § 6 of the General Terms. In any case, if the changes shift the User's rights to less favourable, the User has the right to resign from the Website or Service free of charge. In such case, using the forms of contact provided for in § 6 of the General Terms, the User should inform the Service Provider not later than by the last day of the time limit after which the changes will come into force. The information may be provided in the manner indicated in § 6 of the General Terms, save that if Specific Terms provide otherwise, such different regulations should be applied. However, the User will not be notified of such changes to these Regulations or appendices hereto that do not apply to them, i.e. do not apply to the Services they use or ordered, including those consisting in the addition of new Services, changes in existing Services which they did not use.
2. The Service Provider reserves that it is liable for damages related to the provision of Services in accordance with applicable law, within the limits of a normal causal relationship. Subject to applicable law, the Service Provider will not be liable for damages caused solely by the User's use of the Website in breach of the principles of Electronic Service Provision set out in these General Terms and appendices hereto. With regard to Users who are not Consumers, the Service Provider excludes its liability for damages caused by unavailability of the Website, Service, or poor quality of the Services provided, except for the cases where the damage was caused by the Service Provider's intentional fault, save that in such case the liability is limited to the amount of the loss demonstrated by the User other than a Consumer (prepaid remuneration for the service rendered). Subject to the provisions of mandatory law, the Service Provider indicates that it is not liable for any cases, other than caused by the will or reason attributable to the Service Provider, related to the condition of the Internet network, the condition of the devices used by Internet access providers (on the User's side), and the condition of the devices used by the User. The Service Provider is not liable for the costs of data transfer incurred by the Service Recipient. Before using the Services, the Service Recipient should check with their Internet access provider the rules of using such access, including whether the fee for Internet access is the final fee or depends on the size of the data transfer, what transfer level the Service Recipient is entitled to, what the transfer packages are, etc.
3. The Service Provider reserves that as regards the rules for the provision of Electronic Services, which are not specified in these Terms, the provisions of Polish law will apply, unless the provisions of applicable foreign law apply to Consumers under the provisions of applicable law that cannot be modified contractually prior to the conclusion of the contract.
4. With regard to Users who are not Consumers, the Service Provider reserves the jurisdiction of Polish Courts, including the Court competent locally for the registered office of the Service Provider or one of the Common Courts in Dębica, Poland.
5. The appendices to these General Terms are:  
Appendix 1 General Privacy Policy  
Appendix 2 General Cookies Policy  
Appendix 3 Model Notice



Appendix 4 List of the Service Provider's data and operated Websites  
Appendix 5 General Information Clause  
Appendix 6 Model statement of withdrawal,  
Appendix 7 List of the Paid Services or Services Requiring Registration  
Appendix 8 List of Specific Terms  
Appendix 9 Specific Terms for the Customer Area Service  
Appendix 10 Specific Terms for Training Service