

**TERMS OF ELECTRONICALLY SUPPLIED SERVICES
PROVIDED BY "WWW.ESKADRA.PL" WEBSITE
of June 1 2018**

General provisions

§ 1

1. Hereby regulations define the rules for the provision of services within the www.eskadra.pl website available at [http://www.eskadra.pl/](http://www.eskadra.pl).
2. The terms and expressions used hereinafter shall mean:
 - 1) **"Service provider"** – **Grupa Eskadra spółka z ograniczoną odpowiedzialnością** having registered office in Cracow at ul. Jeleniogórska 17, 30-422 Kraków, entered into the Register of Businesses, a part of the National Court Register, maintained by the District Court for Kraków-Śródmieście in Kraków, Division XI (Commercial and National Court Register Cases), under number 0000223980 having Tax Identification Number (NIP): 5262823248, correspondence address of Service provider: ul. Jeleniogórska 17, 30-422 Kraków, e-mail address: eskadra@eskadra.pl;
 - 2) **"Website"** – www.eskadra.pl information website provided by the Service Provider, available at: [http://www.eskadra.pl/](http://www.eskadra.pl);
 - 3) **"User"** – every person who uses the Website;
 - 4) **"Terms of use"** – the hereby Terms of electronically supplied services with Annex No. 1 "Privacy Policy";
 - 5) **"Services"** - all services provided by the Service Provider for Users as part of the Website;
3. Terms of use are available at www.eskadra.pl. Additionally, Users can download the Terms of use in the form of PDF file.

Technical conditions of services

§ 2

According to the nature of the Services, the use of the Website requires:

- 1) Google Chrome, Mozilla Firefox 3.0 or other web browser with similar properties,
- 2) an e-mail address,
- 3) an system e-mail program (e.g., Microsoft Outlook or another with similar properties),
- 4) enabled "cookies".

User

§ 3

1. Users must be adult natural persons having full legal capacity.
2. User ordering the Newsletter service accepts the Regulations when ordering this Service.

Services

§ 4

1. By means of the Website, the Service Provider provides information and promotional services regarding the Service Provider's activities, i.e.:
 - 1) providing information content about the Service Provider's activities,
 - 2) redirecting to the User's e-mail program in order to send an e-mail message to the Service Provider,
 - 3) Newsletter service.
2. Using the Website Services is free of charge.
3. Newsletter service consists in sending by the Service Provider to the e-mail address indicated by the User information about the Service Provider's activities as well as promotional information, including information constituting commercial information as provided for by art. 2 item 1 of the Act of 18 July 2002 on the provision of electronic services.

Intellectual property rights and the use of content on the Website

§5

1. The Service Provider operates in accordance with the policy of protection and respect for intellectual property rights.
2. Unless otherwise expressly stated on the Website, the Service provider is solely entitled to economic copyright and other intellectual property rights to the Website as a whole and its individual parts, regardless of their type and form.
2. It is prohibited without the consent of the Service Provider to copy, reproduce or any other use in whole or in individual parts of the Website, except for the cases of fair use referred to in the Act of 4 February 1994 on copyright and related rights.

Personal data

§ 6

Within the Service the Service Provider processes Users' personal data and other information derived from them, in accordance with the rules set out in Appendix No. 1 to the Terms of use - "Privacy Policy".

Interruption in the operation of the Website

§ 7

The Service Provider shall have the right to periodically conduct maintenance services within the Website, which may result in its temporary unavailability.

Complaints

§ 8

1. Complaints regarding the Services provided within the Website may be submitted electronically at eskadra@eskadra.pl or by post to the address of the Service Provider indicated in §1 section 2 item 1 last sentence.
2. The Service Provider shall handle complaints within thirty business days of their receipt.
3. A response to the complaint shall be sent in the same form in which the complaint was submitted.

Amendments to the Terms of use

§ 9

1. The Service Provider shall inform about the scheduled amendment of the Terms of use by placing relevant information at the home page of the Website for at least 14 days.
2. Users subscribing to the Newsletter shall be informed by the Service Provider about the scheduled amendment of the Terms of use via e-mail.
3. Amendments to the Terms of use enter into force after 7 days of the date of placing on the Website information referred to in section 1.
4. The subsequent use of the Newsletter service requires User's accepting the amendment of the Terms of use. The refusal to accept the amendments to the Terms of use by the User results in the termination of the agreement regarding the provision of services within the Newsletter by the Service Provider.

The duration of the contract and its termination

§10

1. The contract for the provision of electronic services whose content constitute the Terms of use, is concluded for an indefinite period of time.
2. The User may at any time terminate the contract for the provision of the Service by sending a relevant statement to the address eskadra@eskadra.pl or by mail to the address of the Service Provider indicated in §1 section 2 item 1.
3. Users are prohibited from providing unlawful content, including such infringing rights of third parties.

Final provisions

§ 11.

1. With respect to matters not covered by the Terms of use respective laws shall be applicable including but not limited to:
 - 1) Polish Civil Code of 23 April 1964,
 - 2) Act of 18 July 2002 on Electronically Supplied Services,
 - 3) Act of 29 August 1997 on the Protection of Personal Data,
 - 4) 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 (General Data Protection Regulation)
 - 5) Act of 4 February, 1994 on Copyright and Neighbouring Rights.
2. The Terms of use enter into force on June 1 2018
3. An integral part of the Regulations is Appendix No. 1 - "Privacy Policy".

APPENDIX 1 to the Terms of Use of the "www.eskadra.pl" website

PRIVACY POLICY

General rules

§1

1. The Service Provider pays special attention to the protection of Users' privacy and to protection of confidentiality of information provided by them within the Website.
2. The Service Provider shall, in particular, ensure proper protection of personal data provided to it by Users and shall not disclose it to third parties, subject to the circumstances provided for by law, when such disclosure is mandatory.

Acquiring personal data

§2

1. Users are not required to provide personal data in order to use the Website.
2. The use of the Newsletter service requires the User to provide an e-mail address.

Consent to the processing of personal data

§3

1. The User sending a message to the Service Provider ordering the Newsletter consents to the processing of personal data provided by them in order to perform these Services. The Service Provider processes User's personal data based on the contract for the provision of services by electronic means concluded (legal basis: Article 6 section 1 b) of General Data Protection Regulation and Article 23 paragraph 1 item 3 of the Act of 29 August 1997 on the protection of personal data).
2. Providing personal data is voluntary, however necessary to provide the Newsletter Service.

Processing of personal data

§4

1. The controller of personal data is the Service Provider.
2. The Service Provider processes User's personal data only to the extent and for the period necessary to provide the Newsletter Service.
3. By using the appropriate hardware and software security, by providing the utmost care required for this type of services and the type of information processed, the Service Provider protects Users' personal data in particular against access, acquisition and modification of them by unauthorized persons.

4. The Service Provider does not transfer personal data provided by Users to third parties, unless such obligation results from the provisions of applicable law.

User Rights

§5

1. The User has the right to at any time access, rectify, delete their personal data or limit their processing as well as the right to object to the processing of their personal data in cases provided for by law.
2. The User has the right to receive, in a structured, commonly used machine-readable format, their personal data that he provided to the Service Provider and has the right to send this data to another controller, as well as to request the Service Provider to send his personal data to another controller, in accordance with Article 20 of General Data Protection Regulation.
3. The User has the right to lodge a complaint to the supervisory authority in the event of the Service Provider's processing of their personal data in breach of applicable regulations.