

## **RULES OF ELECTRONIC PROVISION OF SERVICES TOGETHER WITH THE COOKIES POLICY**

### **Article 1 General Provisions**

1. The Rules lay down the terms and conditions of using the Service by its Users.
2. As used in the Rules the following terms shall have the following meaning:
  - a) **Cookies** - mean information technology data, especially small text files, saved and stored on devices with the use of which the User uses the Service.
  - b) **Own Cookies** - mean Cookies placed by BEFASZCZOT, and related to the provision of services electronically by BEFASZCZOT via the Service.
  - c) **External Cookies** - mean Cookies placed by third persons via the Service.
  - d) **BEFASZCZOT** - Befaszczot spółka z ograniczoną odpowiedzialnością [limited liability company] with its registered office in Bielsko-Biała (43-300), Poland, at ul. Paderewskiego 7, entered in the Register of Entrepreneurs of the National Court Register (KRS) maintained by the District Court in Bielsko-Biała, 7th Commercial Division of KRS under the number 0000407099, having NIP (Tax Identification Number) 9372661808, REGON (Statistical Identification Number) 000139436: 9372661808, REGON (Statistical Identification Number): 000139436, e-mail: [rodo@befaszczot.com.pl](mailto:rodo@befaszczot.com.pl), tel. no. +48 33 819 00 40.
  - e) **Rules** - these rules.
  - f) **Service** - the website operated at [www.befaszczot.com.pl](http://www.befaszczot.com.pl), and maintained by BEFASZCZOT. In particular, the Service includes information on the BEFASZCZOT Team, the scope of offered goods and services and the contact details.
  - g) **Device** - means an electronic device with the use of which the User gains access to the Service.
  - h) **User** - a person using the Service.

### **Article 2 Services Provided Electronically**

1. BEFASZCZOT shall provide the Users with a possibility of using, free of charge, the following services provided electronically via the Service (within the meaning of the Act on the Provision of Services by Electronic Means of 18 July 2002, consolidated text: Journal of Laws of 2017.1219):
  - a) providing the content of the Service,
  - b) sending BEFASZCZOT messages - with the use of forms made available in the Service.
2. In order to use the above services, the User must have: a device that allows establishing a connection with the Internet and has an operating system, an Internet connection, and required software (a web browser).
3. Conclusion of agreements on the provision of the services, which are referred to in Article 2.1, shall be done by making a relevant, individual request by the User for the transfer of data through a telecommunications network (which may be effected in the case of Article 2.1.a by

opening the website of the Service, and in the case of other services referred to in Article 2.1 – by completing and approving a relevant form in the Service). The agreements in question shall be discharged by performance, and in the case of continuous services – by their termination at any time by one of the Parties. A relevant statement may be sent by the User to BEFASZCZOT by electronic mail to the following address: [rodo@befaszczot.com.pl](mailto:rodo@befaszczot.com.pl).

4. The User undertakes to refrain from using the Service in a manner that disturbs its functioning, in particular by using malware.
5. In the event of being dissatisfied from the Service's operations, the User shall have a possibility of lodging a complaint by electronic mail to the following address: [rodo@befaszczot.com.pl](mailto:rodo@befaszczot.com.pl). The User shall be notified about how the complaint has been handled to the electronic mail address from which it has been sent within 14 days from its receipt by BEFASZCZOT.

### **Article 3**

#### **Personal Data Protection**

1. Further to the provision of the services, which are referred to in Article 2.1, Befaszczot shall collect personal data to the following extent:
  - a) In the event of provision of the content of the Service:
    - i. data is saved in the form of server logs, in which the User is identified as a URL address. Such data comprises: the inquiry incoming time, the response sending time, the customer's station name – identification executed by means of the HTTP protocol, information on errors that have occurred during execution of the HTTP transaction, the URL address of the website previously visited by the User (referrer link) – if the transfer to the Service has been through a reference, the information on the User's web browser, the Information on the IP address.
    - ii. The data is collected for the purpose of administering the server on which the Service is saved, and also for statistical analysis of the traffic in the Service.
    - iii. Provision of data is voluntary, provided, however, that the correct use of the Service is dependent on it.
  - b) In the event of a service of establishing a contact by means of a dedicated form:
    - i. The collected data corresponds to the form's fields and includes: title, first name, surname, business name, address, contact details (telephone number, mobile phone number, fax number, e-mail address), and the data provided in the message body.
    - ii. The data is collected for the purpose of establishing a contact with the User, answering the questions asked, etc.
    - iii. Provision of data is voluntary, provided, however, that the use of the contact form in the Service is dependent on it.
2. The processing of data that is referred to above is based on:
  - a) the Agreement with the User the subject of which is a service provided electronically in the form of making the Service available (Article 6(1)(b) of GDPR), and
  - b) legitimate interest of Befaszczot (Article 6(1)(f) of GDPR) – consisting in a possibility of provision of the Service to third persons, guaranteeing the proper display of the Service, and also a possibility of using all of its functionalities.

3. The personal data of the Users may be made available to third-party entities only in the event whereby Befaszczot shall be obliged or authorised to do so under regulations of law. Recipients of data may especially include:
  - a) persons supporting our infrastructure or information technology systems,
  - b) persons providing data hosting,
  - c) sub-contractors participating in the performance of the agreements concluded with you.
4. The personal data of the Users shall be collected by BEFASZCZOT for the time required to perform the concluded agreements or the term of our legitimate interest in data processing – provided that in each case it shall not be shorter than a period of the visit of the User on the websites of the Service.
5. If the processing of data is based on the legitimate interest, the User shall have a possibility of objecting to our further processing of data.
6. The personal data shall not be processed in a manner that is profiling.
7. The personal data may be transmitted by the Data Control to third states (outside the territory of the European Economic Area). In such event, the data shall be secured in the manner required by generally applicable regulations, especially by applying the so-called standard contractual clauses (SCC).
8. The User has the right to request access to their personal data, its rectification, erasure, or restriction of its processing, the right to object to its processing, as well as the right to data portability. The User shall have the right to object, especially when there are no grounds for data processing or when data is processed for the purposes of direct marketing.
9. If the processing of data is performed in breach of the law, the User shall have the right to lodge a complaint with a supervisory authority – the President of the Data Protection Office.

#### **Article 4** **Cookies Policy**

1. By using Cookies BEFASZCZOT shall store on the User's Device information or obtain access to the information already stored pursuant to the principles specified in the Rule below.
2. BEFASZCZOT shall use the following types of Cookies:
  - a) Session Cookies: which are stored on the User's Device and shall remain there until the end of a given browser session. The saved information is then permanently deleted from the memory of the Device.
  - b) Persistent Cookies: which are stored on the User's Device and shall remain there until they are deleted. They are not deleted from the Device upon ending of the session of a given browser or turning off the Device.
3. The use of Cookies by BEFASZCZOT shall not result in changes in the settings of the User's Device or the software installed on it.
4. The User has a possibility of restricting or disabling access of Cookies to their Device in the settings of the web browser or through the settings of a service - especially, in such way as to block automatic support for Cookies or to be informed each time when Cookies are installed on the User's Device. Detailed information on possibilities and ways of supporting Cookies is available in the settings of software (the web browser). A description of actions required to this end may be found on the websites of producers, e.g.:

- a) Mozilla\_Firefox:  
<https://support.mozilla.org/pl/kb/W%C5%82%C4%85czanie%20i%20wy%C5%82%C4%85czanie%20obs%C5%82ugi%20ciasteczek>
  - b) Google\_Chrome:  
<https://support.google.com/accounts/answer/61416?co=GENIE.Platform%3DDesktop&hl=pl>
  - c) Microsoft Edge: <https://privacy.microsoft.com/pl-pl/windows-10-microsoft-edge-and-privacy>
5. The User may delete Cookies at any time.
  6. Restriction of the use of Cookies or deletion of the existing Cookies may affect certain functionalities available in the Service.
  7. Links to other websites may from time to time appear in the Service. Such websites are operated independently of the Service and are not supervised by Befaszczot in any form whatsoever. Such websites may have their own privacy policies becoming acquainted with which we recommend. Befaszczot shall not be held liable for the manner in which data is handled on such websites.
  8. Befaszczot co-operates with third-party entities that may use cookies or similar technologies to ensure displaying of advertisements and commercials based on activities and interests of Users. Cookies of external entities are also used to prepare statistics the purpose of which is to assist in understanding how the User of the Service uses the website, which contributes to the enhancement of its structure and content. Therefore, while visiting the Service cookies of third-party entities are saved on a hard disk of the User's computer, such as, for example: Google LLC ("Google"), the registered office of which is located at the following address: 1600 Amphitheatre Parkway, Mountain View, CA 94043, US. Google's privacy policy is available at the following address: <https://policies.google.com/privacy/update?h>.

## **Article 5**

### **Final Provisions**

1. The principles of processing done by BEFASZCZOT have been defined in the Privacy Policy – accessible in the Service at the following address: [www.befaszczot.com.pl](http://www.befaszczot.com.pl).
2. BEFASZCZOT shall have the right to amend the provisions of these Rules. Amendments to the Rules shall not be to the detriment of the rights acquired by the Users.