

NEWSLETTER TERMS AND CONDITIONS of 10 September 2018

1. Definitions

The terms used in these Terms and Conditions shall have the following meanings:

- 1.1. **Visitor** – a natural person, a legal person or an organizational unit without legal personality with legal capacity granted under special regulations who uses the Newsletter;
- 1.2. **Terms and Conditions** – these Terms and Conditions for the provision of services via electronic means;
- 1.3. **HemPoland** – HemPoland spółka z ograniczoną odpowiedzialnością with its registered office in Elbląg (82-300) at the following address: ul. Stanisława Sulimy 1, entered into the Register of Entrepreneurs kept by the District Court in Olsztyn, 8th Commercial Division of the National Court Register under the number KRS 0000534517, Tax Identification Number NIP 5783115991, National Business Registry Number REGON 360289332, with share capital amounting to PLN 5,000.00, paid up in full;
- 1.4. **Act on the Protection of Personal Data** – the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018, item 1000);
- 1.5. **Act on Providing Services by Electronic Means** – the Act of 18 July 2002 on Providing Services by Electronic Means (i.e. of 09 June 2017, Journal of Laws of 2017 item 1219 as amended).

2. General provisions

- 2.1. The website operating at HemPoland.eu is run by HemPoland.
- 2.2. These Terms and Conditions are the regulations referred to in Article 8 of the Act on Providing Services by Electronic Means.
- 2.3. The use of the HemPoland.eu website is possible provided that the IT system used by the Visitor meets the following minimum technical requirements: Internet Explorer, Chrome, Firefox, Safari or Opera
- 2.4. In order to use HemPoland.eu website, the Visitor, in its own capacity, should gain access to a computer station or a terminal device with internet connection.
- 2.5. In case of consent to the processing of personal data given in the form on the HemPoland.eu website for marketing purposes of HemPoland, including in particular to receive commercial communication by e-mail (e.g. in the form of a newsletter) or telephone, the Visitor shall be provided with a service consisting in periodical sending of information in the form of an electronic letter (e-mail), hereinafter referred to as the "Newsletter", via e-mail, to the e-mail address provided by the Visitor. The Newsletter service shall be provided free of charge for an indefinite period of time.

- 2.6. The Newsletter contains information about the HemPoland product range, new products, current promotions and other information about HemPoland and its products, including opinions, press materials, links to sites friendly to HemPoland.
- 2.7. The Visitor may at any time, without giving a reason and without incurring costs, change the previously indicated e-mail address to which the Newsletter is sent or resign from the Newsletter service by sending HemPoland an appropriate request to the e-mail address info@hempoland.eu.
- 2.8. Complaints concerning the Newsletter service should be submitted by e-mail to the following address: info@hempoland.eu.
- 2.9. The complaint should include the name, surname, e-mail address of the Visitor, description of the subject of the complaint, including the specification of the request and its justification and the signature of the person lodging the complaint.
- 2.10. Complaints will be considered within 14 days of their receipt by HemPoland. HemPoland will immediately notify the complainant of the decision concerning the complaint via e-mail to the e-mail address provided in the complaint.
- 2.11. The Visitors may access these Terms and Conditions at any time by means of a link placed on the home page of HemPoland.eu. Visitors can also download and print them. Downloads are available via a link at the bottom of the page. The file with the Terms and Conditions is in Portable Document Format (PDF), which can be opened with Adobe Acrobat Reader, available on the website of [Adobe Systems Software](#).

3. Terms of use of HemPoland.eu website

- 3.1. In order to ensure the security of the transfer of messages and data in connection with the services provided on HemPoland.eu website, HemPoland shall take technical and organisational measures appropriate to the level of threat to the security of the services provided, in particular measures to prevent unauthorised collection and modification of personal data transmitted online.
- 3.2. Personal data provided by the Visitor in the online form on HemPoland.eu website are processed in accordance with all regulations governing the processing of personal data, including in particular 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) (Official Journal of the European Union No 119, p. 1), and the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018, item 1000). Details on the processing of personal data may be found in the Information on the processing of personal data by HemPoland spółka z ograniczoną odpowiedzialnością in relation to the use of the contact form at HemPoland.eu .
- 3.3. The Customer shall in particular:

- 3.3.1. not provide or transmit contents that are prohibited by law, e.g. contents that promote violence, defame or infringe on the personal rights and other rights of third parties;
 - 3.3.2. use the form on HemPoland.eu website in a manner which does not interfere with its operation, in particular by using specific software or devices;
 - 3.3.3. refrain from taking such action as sending or placing unsolicited commercial information (spam) in the form on HemPoland.eu website;
 - 3.3.4. use any content posted on HemPoland.eu website solely for own personal use;
 - 3.3.5. use of the Online Store in a manner consistent with the provisions of law applicable in the territory of the Republic of Poland, the provisions of the Terms and Conditions, as well as with the general principles of using the internet.
- 3.4. The Seller uses cookies on its website. The Customer may determine the conditions for storing or accessing cookies in the Customer's web browser.

4. Final provisions

- 4.1. In matters not regulated in these Terms and Conditions the provisions of the Civil Code, the Act on Providing Services by Electronic Means and other relevant provisions of Polish law shall apply.