

NEWSLETTER TERMS AND CONDITIONS

These Terms and Conditions set out the rules for the provision of digital content in exchange for subscription to the Newsletter, including the granting of a discount for subscribing to the Newsletter service, the processing of personal data of individuals using the Newsletter service and the provision of complaints.

I. Definitions

Materials – digital content made available to the Subscriber by the Administrator in exchange for subscribing to the Newsletter service; type and content of the Materials shall result from the description on the Site. Frequency of sending the Newsletter as well as its content shall be determined by the Service Provider.

Newsletter – cyclical information sent by the Service Provider to the Subscribers, about Wamtechnik's offer, news and promotions, marketing content, news concerning Wamtechnik, to the email address provided by the Subscriber, upon the express consent and order of the Subscriber.

Privacy Policy and Cookie Policy – document available at [https:// wamtechnik.pl/](https://wamtechnik.pl/) containing information on the processing of personal data of natural persons, including data of Newsletter Subscribers by the Service Provider.

Entrepreneur – a natural person, a legal person or an organisational unit without legal personality, to which the Act grants legal capacity, conducting in its own name a business or professional activity and concluding with the Service Provider an agreement for provision of services by electronic means or a Sales Agreement, which are directly related to the business or professional activity of that person or unit.

Individual Entrepreneur – a natural person who enters into an agreement with the Service Provider for the provision of electronic services or a Sales Agreement which is directly related to that person's business activity, where the content of that agreement indicates that it is not of a professional nature for that person, arising in particular from the subject of that person's business activity, made available pursuant to the provisions on the Central Register and Information on Business Activity.

Terms and Conditions – these rules governing the Newsletter, including the rights and obligations of the Service Provider and the Subscriber.

Terms of Service – the terms of service belonging to the Service Provider at <https://wamtechnik.pl/>.

RODO – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) of 27 April 2016. (Official Journal of the EU. L No. 119).



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office@wamtechnik.pl
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NIP: PL 522-01-04-603 REGON: 012110050 BDO: 000012821

Registration data:

District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register. KRS: 0000179475. Share capital: PLN 113,143.00

Website – the website operated by the Service Provider and available at <https://wamtechnik.pl/>.

Subscriber – a natural person with full legal capacity, as well as a legal person or an organisational unit without legal personality which is granted legal capacity by law, who has subscribed to the Newsletter.

Service Provider/Administrator/Wamtechnik – Wamtechnik Spółka z ograniczoną odpowiedzialnością with its registered office in Piaseczno (05–500), ul. Techniczna 2 bud. H, Piaseczno, entered into the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division, under KRS number 0000179475, NIP: 5220104603, REGON: 012110050, e-mail address: office@wamtechnik.pl, tel. (+48) 22 701 26 00, which is the owner of the service available at <https://wamtechnik.pl/i> and at the same time the Seller at the online shop <https://b2b.wamtechnik.pl/i> provides the Newsletter service.

User – each person using the Website.

II. General provisions

1. Through the Site, the Service Provider shall enable the User to conclude an agreement for provision of digital content in the form of Materials, for which the User shall not pay any monetary fee, but shall provide the Administrator with his/her personal or business data and consent to sending him/her the Newsletter.
2. The agreement referred to in point 1 above shall be concluded for an indefinite period from the moment of Subscriber's enrolment until the Subscriber resigns or the Newsletter is terminated by the Service Provider.
3. To effectively use the Newsletter, it is necessary to:
 - a. possession of a device such as a laptop, computer, phone, tablet,
 - b. Internet connection,
 - c. software enabling web browsing,
 - d. having an active and correctly configured e-mail account with access.
4. Before agreeing to use the Newsletter service and concluding a contract for the provision of digital content, the Subscriber confirms that he/she has familiarised himself/herself with these Terms and Conditions as well as with the Privacy Policy and Cookie Policy and agrees that the Service Provider may send via the Newsletter commercial information within the meaning of the provisions of the Act of 18 July 2002 on Electronic Service Provision (Journal of Laws of 2020, item 344 and of 2024, item 1222), including direct marketing, to the Subscriber's email address.



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5. The Service Provider may deny the Subscriber the further right to use the Newsletter, as well as may restrict his/her access to the Materials if the Subscriber uses the Newsletter content in a manner contrary to the provisions of the applicable law and in violation of the rights of third parties, the provisions of the Terms and Conditions, as well as the accepted customs and rules of social coexistence.
6. In matters not regulated herein, the provisions of the Terms and Conditions of the Site available at <https://wamtechnik.pl/> and the applicable provisions of law shall apply.

III. Newsletter subscription and cancellation

1. To conclude the agreement referred to in Chapter II, section 1, the following actions should be performed on the Website of the Store:
 - a. Fill in the form correctly, i.e. in the dedicated field enter the e-mail address to which the Materials are to be sent, first name, surname, and company name. The e-mail address entered must belong to or be at the disposal of the person signing up. The use of another person's e-mail address is not permitted.
 - b. Agree to the sending of commercial information by e-mail after reading the Terms and Conditions and the Privacy and Cookie Policy by clicking on the dedicated button e.g. subscribe. Your consent is voluntary but necessary to sign up for the Newsletter.
 - c. A message containing an activation link will be sent to the e-mail address provided in the form to confirm your consent and willingness to subscribe to the Newsletter.
 - d. By clicking on the activation link sent to the email address provided to confirm consent and willingness to subscribe to the Newsletter. From that moment on, the Subscriber will receive emails from the Service Provider sent as part of the Newsletter.
2. The contract shall be deemed concluded as soon as the Newsletter subscription confirmation page is displayed to the Subscriber.
3. The Subscriber has the right to unsubscribe from the Newsletter at any time. The Subscription may be cancelled by clicking on the dedicated link in the footer of each email sent or by sending an email to office@wamtechnik.pl



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IV. Personal data

1. The administrator of the personal data is the Service Provider.
2. The Administrator processes the personal data provided by the Subscriber in the form in order to perform the purpose of concluding and executing the contract for the provision of digital content in the form of Materials between the Service Provider and the Subscriber on the basis of Article 6(1)(b) RODO, until its expiry or termination under the terms indicated in the Terms and Conditions. The transmission of the Materials meets the requirements of Article 398 PKE – the transmission of commercial information to the end user requires prior consent, which is obtained by subscribing to the Newsletter. With the proviso that the data may also be processed after the expiry of the contract for the provision of digital content under the terms and conditions described in the Terms and Conditions, but only if this is permitted under applicable law, e.g.: to assert claims (pursuant to Article 6(1)(f) RODO) – until the statute of limitations for claims, for the purpose of direct marketing (including data analysis and profiling for marketing purposes) of the Service Provider's products and services on the basis of Article 6(1)(f) RODO (legitimate interest of the administrator) until the Subscriber objects to this on the email address indicated in the Terms and Conditions or in writing to the registered office address.
3. The Service Provider processes the Subscriber's personal data necessary for the establishment, formation of the content, amendment, or termination of the contract for the provision of Materials by the Subscriber. In the event that the Service Provider becomes aware of the Subscriber's use of the supplied Materials in a manner contrary to the law, morality or the Terms and Conditions, the Service Provider may process the Subscriber's personal data for the purpose and to the extent necessary to establish the Subscriber's liability.
4. The Service Provider may process, inter alia, the following personal data: name, surname, e-mail address. The provision of personal data is voluntary. The refusal to provide personal data marked as necessary for the delivery of Materials results in the Service Provider's inability to deliver the Materials in full (where there is no e-mail address) or to the extent that the User has not provided the data (where there is no preference).
5. The Service Provider may also process the following data characterising the manner of the Subscriber's use of the Newsletter (exploitation data) signs identifying the telecommunication network termination point or data communication system used by the Subscriber; information on the start, end and scope of each Newsletter use; information on the Subscriber's use of the Shop offer.
6. The Service Provider, as Data Administrator, cares about the security of the personal data provided by the Subscriber. This data is protected from access by unauthorised persons. The Service Provider may, pursuant to Article 31 of the Act of 14 December 2018 on the protection of personal data processed in connection with the prevention and combating of crime (Journal of Laws 2019, item 125, as amended), entrust the processing of the Subscribers' personal data to other entities. Recipients of personal data will



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be external entities providing and supporting the Service Provider's ICT systems, providing services related to the Service Provider's day-to-day operations, under relevant personal data processing entrustment agreements and ensuring that the above entities apply adequate technical and organisational measures to ensure data protection.

7. Each person whose data is processed, within the scope of the law, has the right to access his/her data and to rectify, erase, limit the processing and the right to object to the processing of the data. Each person whose data is processed has the right to lodge a complaint to the supervisory authority, i.e. the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw).
8. Subscribers' data may be processed in an automated manner and be subject to profiling.
9. The Subscriber is obliged to notify the Service Provider of any change in his/her personal data contained in the registration form by sending information to the e-mail address office@wamtechnik.pl
10. The provision of at least an e-mail address in the Newsletter form is voluntary, but without indicating it will not be possible to subscribe to the Newsletter. The provision of the first name and the indication of the categories in which the Subscriber is interested, as described above, is voluntary.
11. For detailed information on the principles of personal data processing and the rights to which the Subscriber is entitled, please refer to the Privacy Policy and Cookie Policy of the Store available at <https://wamtechnik.pl/>.

V. Withdrawal from the contract and complaints

1. An Individual Entrepreneur may withdraw from a contract for the provision of digital content in the form of Materials within 14 days of its conclusion, without giving any reason. An appropriate communication to the Service Provider is sufficient in this respect. Withdrawal from the contract also means resignation from receiving the Newsletter.
2. The Subscriber may unsubscribe from the Newsletter at any time, irrespective of the withdrawal from the contract referred to in Section 1, by clicking on the type of link provided for this purpose in the body of each message sent within the Newsletter.
3. The warranty for defects referred to in the Civil Code is excluded for Subscribers other than the Sole Trader. In the case of a Consumer, the provisions of the Consumer Rights Act shall apply to the liability for the conformity of the Materials with the contract.
4. The Service Provider is obliged to provide the Consumer with the Materials in conformity with the contract. Conformity with the contract shall be assessed in accordance with the provisions of the Consumer Rights Act.



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5. The Service Provider shall be liable for the non-conformity of the Materials with the contract that existed at the time of delivery and became apparent within two years of that time. Any lack of conformity of the Materials with the contract that has become apparent before the expiry of one year from the time of delivery of the Materials shall be presumed to have existed at the time of delivery.
6. If the Materials are not in conformity with the contract, the Individual Entrepreneur may request that they be brought into conformity with the contract.
7. If the Materials are not in conformity with the contract, the Individual Entrepreneur may submit a declaration of withdrawal from the contract when:
 - a. bringing the Materials into conformity with the contract is impossible or requires excessive costs,
 - b. the Service Provider has not brought the Materials into conformity with the contract,
 - c. the lack of conformity of the Materials with the contract persists even though the Service Provider has attempted to bring the Materials into conformity with the contract,
 - d. the lack of conformity of the Materials to the contract is so significant that it justifies withdrawal from the contract without the prior use of the remedy specified in paragraph 6 above,
 - e. it is clear from the Service Provider's statements or circumstances that the Service Provider will not bring the Materials into conformity with the contract within a reasonable time or without undue inconvenience to the Consumer.
8. All complaints should be reported to the Service Provider at – ul. Techniczna 2 bud. H, 05-500 Piaseczno or at office@wamtechnik.pl.
9. The complaint should include the e-mail address provided during registration, the Subscriber's first and last name and/or if the e-mail address provided during registration is different than the Subscriber's e-mail address to which he/she wishes to receive a reply or the mailing address to which the reply to the complaint is to be sent and the preferred method of responding to the complaint (e-mail or postal mail) and a description of the situation giving rise to the complaint. If there is no information on the preferred method of responding to the complaint, the Service Provider will respond in the same way as it received the complaint or as the Subscriber's contact details will enable it to do so. The complaint procedure referred to in the Terms and Conditions shall last 14 days from the day following the day on which the complaint was received. The Subscriber will be notified in the manner indicated by the Subscriber in the complaint.
10. Detailed provisions concerning complaints are set out in the Service Regulations available at <https://wamtechnik.pl/>.



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VI. Out-of-court complaint and claim procedures.

1. The Subscriber, who is an Individual Entrepreneur, may make use of out-of-court ways of handling complaints and pursuing claims. Detailed information on the possibility for the Subscriber who is an Individual Entrepreneur to use out-of-court ways of handling complaints and pursuing claims, as well as rules of access to these procedures are available at:
<https://www.uokik.gov.pl/pozasadowerozwazywaneporowkonsumenckic.php>.
2. In addition, the Customer who is an Individual Entrepreneur has the following examples of out-of-court ways of dealing with complaints and claims:
3. An Individual Entrepreneur is entitled to apply to a permanent amicable consumer court referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (i.e. Journal of Laws of 2020, item 1706) to resolve a dispute arising from the concluded Sales Agreement.
4. An Individual Entrepreneur shall be entitled to apply to the provincial inspector of the Commercial Inspection, pursuant to Article 36 of the Act of 15 December 2000 on Commercial Inspection (i.e. Journal of Laws of 2020, item 1706), with a request to initiate mediation proceedings for out-of-court dispute resolution between the Individual Entrepreneur and the Seller;
5. An individual entrepreneur may obtain free assistance in resolving a dispute between an individual entrepreneur and a Seller, using also the free assistance of a county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. Federation of Consumers, Polish Consumers Association).

VII. Final provisions

1. The Service Provider may terminate the Newsletter service at any time upon one month's notice. The Service Provider shall send a notice of termination to the Subscriber at the email address provided by the Subscriber upon registration for the Newsletter.
2. These Terms and Conditions may be amended in the event of changes in the law or in the Newsletter service terms and conditions. The Service Provider shall inform the Subscriber about the content of the amendments to the Terms and Conditions by posting a message on the Shop website about the amendments to the Terms and Conditions, publishing the amended content of the Terms and Conditions and sending an e-mail to the Subscribers with the information about the amendments. Amendments to the Terms and Conditions will come into effect on the date stated in the information about the amendment, but not earlier than within 14 days of their announcement. The Subscriber may refuse to consent to the change of the Terms and Conditions by informing the Service Provider via a message sent to the address ul. Techniczna 2 bud. H, 05-500 Piaseczno or e-mail office@wamtechnik.pl. Sending the



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message shall be tantamount to resignation from the Newsletter as of the effective date of amended Terms and Conditions.

3. In matters not regulated herein, the provisions of the law in force shall apply, in particular the provisions of the Act of 18 July 2002 on Electronic Service Providing (Journal of Laws 2002 No. 144 item 1204 as amended) and the Act of 23 April 1964 Civil Code (Journal of Laws 1964 No. 16 item 93 as amended).
4. The Regulations shall enter into force on 06.08.2025



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