

REGULATIONS FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

§ 1 Introduction

1. These Regulations for the provision of services by electronic means (hereinafter referred to as "Regulations") define the general conditions, rules and manner of providing services electronically by Armor KW spółka z ograniczoną odpowiedzialnością with its registered office in Małogoszcz (28-366) ul. Osiedle 17 lok. 6, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kielce, X Economic Division of the National Court Register under KRS number 0000959574; NIP 6562345546, REGON 521446793. You can contact the indicated Administrator by letter, e-mail: armorkw@armorkw.pl or telephone: (+48) 781 323 264, hereinafter referred to as the Service Provider.

2. The Rules and Regulations define in particular:

- 1) types and scope of services provided by electronic means;
- 2) the conditions for providing services by electronic means, including:
 - (a) technical requirements necessary for cooperation with the ICT system used by the Service Provider,
 - b) prohibition on the provision of unlawful content by the recipient of the service;
- 3) the conditions for the conclusion and termination of agreements for the provision of services by electronic means;
- 4) the complaint procedure.

3. The administrator of the personal data processed in connection with the implementation of the provisions of these Terms and Conditions is the Service Provider. Information on the terms and conditions of personal data processing and on the cookies used can be found in the Privacy Policy.

4. These Terms and Conditions are available on the website of the Service in a form making it possible to obtain, reproduce and record them (e.g. by printing or saving on a computer disk or other data carrier).

§ 2 Definitions

Terms used in the Terms of Service shall be understood as follows:

- Website - the website published on the Internet by the Service Provider, available at <https://armorkw.pl>.
- Consumer - a natural person making a legal transaction with the Service Provider which is not directly related to his/her economic or professional activity.
- User - an entity using the Service Provider's services, being a natural person, legal person or organisational unit without legal personality, who undertakes to comply with these Regulations. A User is also an entity who orders the provision of certain Services under the terms of these Regulations.

- Contact Form - Service provided by the Service Provider by electronic means, enabling the User to send the Service Provider an electronic message via a form placed on the Website.
- Telecommunications Law - the Act of 16 July 2004. - Telecommunications Law (i.e. Journal of Laws of 2022, item 1648, as amended).
- RODO - 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 [Official Journal of the EU L 119 of 4.05.2016, p. 1, Official Journal of the EU L 127 of 23.05.2018, p. 2 and Official Journal of the EU L 74 of 4.03.2021, p. 35].
- Personal Data - any information that allows the User to be identified directly or indirectly, which includes, but is not limited to, first and last name, location/geolocation data, email address, internet identifier.
- ICT system - a set of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving data via telecommunication networks by means of a terminal device appropriate for a given type of network, within the meaning of the Telecommunications Law.
- Provision of electronic services - performance of the Service by sending and receiving data via ICT systems, at the individual request of the User, without the simultaneous presence of the parties, with the data being transmitted via public networks within the meaning of the Telecommunications Law. - Service - services provided electronically by the Service Provider, - Agreement - an agreement concluded between the Service Provider and the User for the provision of any of the Services electronically, - Act - Act of 18 July 2002 on the provision of electronic services.

§ 3 Terms of providing Services by electronic means

1. Services are provided via the Website 24 hours a day, 7 days a week.
2. The Service Provider is obliged to provide Services electronically in accordance with the Regulations and the Act.
3. The Service Provider reserves the right to discontinue the service at any time.
4. Technical requirements necessary for cooperation with the ICT system used by the Service Provider: (1) computer, laptop or other multimedia device with Internet access; (2) access to e-mail; (3) web browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling the option of saving Cookies and Javascript in the web browser.
5. Using the Website may involve the User incurring the costs of fees for access to the Internet and data transmission, to the extent established by the agreement with the telecommunications operator whose services the User uses.
6. The User who plans to use the Website is obliged to read these Regulations before starting to use the Services and to comply with its provisions throughout the period of using these Services.

7. The User is obliged to consent to the provision of Services on the terms set out in the Regulations and the processing of personal data by selecting the appropriate visible element of the form on the Website.

8. Failure to read the Regulations and failure to accept them prevents the use of the Services.

9. The User is obliged in particular not to provide content prohibited by law, infringing the legally protected personal rights of third parties and the Service Provider, as well as copyrights and the image of third parties, to use the Website in a way that does not interfere with its proper functioning, to use the Services to publish advertisements and any information of a commercial nature, including in particular not taking actions such as sending or posting unsolicited commercial information (spam) on the Website, using the Website in a manner consistent with the law and decency.

10. The following Electronic Services are available on the Website:

1. Contact form - a form available on the Website that allows direct sending of electronic messages to the Service Provider, without the need to log in to e-mail. The Form service is provided free of charge for an indefinite period of time and terminates upon sending a response to the User's inquiry submitted via the Form.

1. The Form is used after providing on the main page of the Website in the section visible on the Website: a) name and surname, telephone number, e-mail address to which the reply is to be sent, c) selecting the mandatory field with the first layer of the information clause and clicking the field with the instruction to send the message. The contract for the provision of the Form service is concluded when the User clicks the field with the command to send a message.

2. The User has the right to resign from the Form service before receiving a response to the submitted inquiry. Resignation from the Form Service consists in sending a statement of resignation from the Form Service to the Service Provider at his above-mentioned address. electronic address (e-mail) from the electronic address (e-mail) provided in the Form.

11. The Service Provider reserves the right to refuse to provide the Service in the event of:

- a) violation by the User of these Regulations or the provisions of generally applicable law,
- b) the User takes actions that interfere with the uninterrupted use of the Website or the Service by other Users,
- c) temporary or permanent cessation of the provision of Services due to maintenance activities.
- d) providing by the User incorrect or untrue data required for the correct subscription to the Service.

12. Both the User and the Service Provider may terminate the contract for the provision of the Service at any time and without giving reasons, subject to the preservation of the rights acquired by the other party before the termination of the above-mentioned. contract.

13. The User who has used the Service terminates the contract for the provision of electronic Services by sending an appropriate declaration of will to the Service Provider using any means of remote communication, e.g. 1 e-mail address, telephone number or in writing to the address of the Service Provider's registered office, enabling the Service Provider to read the User's declaration of will.

§ 4 Responsibility

1. The Service Provider shall not be liable for interruptions in access to the Service resulting from necessary technical and administrative activities, for interruptions in the operation of the Internet, Internet deliveries and interruptions in access to the Services in the event of force majeure, discontinuation of the provision of Services to Users, who have violated these Regulations, damage caused to third parties as a result of the Users using the Service in a manner contrary to the Regulations and the provisions of generally applicable law.
2. If the Service Provider receives an official notification of the unlawful nature of the stored data that was provided to the Service Provider by the User and, as a result, the Service Provider prevents the User from accessing such data, the Service Provider shall not be liable to the User for any damage resulting from the inability to access this data.

§ 5 Complaint procedure

1. Complaints related to the provision of Services by the Service Provider and other complaints related to the operation of the Website may be submitted by the User, for example: - in writing to the following address: ul. Osiedle 17 6, 28-366 Malogoszcz; - in electronic form via e-mail to the following address: armorkw@armorkw.pl;
2. The complaint should contain the following information:
 - a) name and surname of the User,
 - b) the User's electronic address or the User's address for service,
 - c) a description of the circumstances related to the subject of the complaint.
3. Complaints that do not contain the data indicated above will not be considered by the Service Provider.
4. It is recommended that the User provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of irregularity; (2) User requests; and (3) contact details of the complainant - this will facilitate and accelerate the consideration of the complaint by the Service Provider.
5. The Service Provider shall respond to the complaint immediately, not later than within 14 calendar days from the date of its submission.
6. Detailed information on the possibility for the User to use out-of-court methods of dealing with complaints and pursuing claims is available at the headquarters and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodship Inspectorates of the Trade Inspection and on the website website of the Office of Competition and Consumer Protection (<http://www.uokik.gov.pl>).
7. In particular, the User is entitled to request:
 - 1) to a permanent consumer arbitration court operating at the Trade Inspection with a request to settle a dispute arising from the concluded sales contract,

2) to the Provincial Inspector of Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller,

3) to the powiat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection,

4) via the EU ODR (Online Dispute Resolution) internet platform, available at: <http://ec.europa.eu/consumers/odr/> with a complaint regarding out-of-court settlement of disputes arising from online sales contracts or service contracts.

§ 6 Personal data

1. The administrator of Users' personal data is the Service Provider. Contact with the Administrator is possible via the e-mail address indicated in § 1 sec. 1 e-mail address, telephone number or in writing to the address of the Service Provider's registered office.

2. The processing of personal data will take place in order to provide the Services indicated in these Regulations:

a) in order to answer the question asked by the Form via the communication channels that the User indicated in the form, pursuant to art. 6 sec. 1 lit. a GDPR and pursuant to Art. 6 sec. 1 lit. b (contract) GDPR.

b) for the purposes of direct marketing of the Service Provider's products and services and the investigation and defense against claims pursuant to art. 6 sec. 1 lit. f GDPR.

3. The Service Provider declares that personal data will be processed for the period necessary to provide the Service based on the Regulations, until the User resigns from the Service.

4. The User's personal data may be transferred to entities processing personal data at the request of the Service Provider, including: entities providing IT services, where such entities process data on the basis of contracts concluded with the Administrator and only in accordance with his instructions. In addition, the User's personal data may be shared with, among others: entities providing postal services.

5. The Service Provider guarantees that the personal data provided will not be made available to third parties, unless the obligation to provide personal data results from applicable law or when the transfer of data serves the purpose of protecting the rights of the Service Provider or settling disputes.

6. You have the right to access your data and the right to rectify, delete, limit processing, the right to transfer data, the right to raise objections, the right to withdraw consent at any time without affecting the lawfulness of processing, which was made on the basis of consent before her withdrawal.

7. The User has the right to lodge a complaint with the President of the Office for Personal Data Protection when he considers that the processing of personal data concerning the User violates the provisions of the GDPR.

8. User data will not be transferred to third countries and international organizations.

9. Providing data is voluntary, but failure to do so will result in the inability to provide Services by the Service Provider.

10. Users' personal data will not be processed in the form of profiling.

§ 7 Copyright.

1. All rights to the content on the Website are the property of the Service Provider and may not be used in any way without its prior written consent. In case of doubt, the use of the Website does not mean that the User acquires any intangible rights to the works contained therein, the User may use these works only to the extent permitted by the Act on Copyright and Related Rights. The proprietary copyrights to the content on the Website are the property of the Service Provider or have been made available to it by another entity on the basis of an appropriate agreement and are subject to legal protection in accordance with the provisions of the Act on Copyright and Related Rights. Without the written consent of the Service Provider, none of the materials contained in the resources of the Website, as well as those downloaded from the resources of the Website or obtained in any other way, may be used, duplicated, copied, recorded or made available to third parties in any way.

2. The User's use of the Website's services is possible only for the User's own needs, within the scope regulated by these Regulations. The User has no right to use the information contained on the Website for commercial purposes, in particular by making it available to third parties for a fee or free of charge.

§ 8 Final Provisions

1. In matters not covered by these Regulations, the provisions of generally applicable Polish law shall apply.

2. The invalidity of one of the provisions of the Regulations and/or the Privacy Policy, confirmed by a decision of a competent court, does not invalidate the remaining provisions of the Regulations.

3. The court competent to settle disputes arising from the Regulations is the common court competent for the seat of the Service Provider, excluding the situation when the User is a Consumer.

4. The Service Provider reserves the right to amend the Regulations, in particular for reasons including:

a) changes to the Services offered;

b) changes in the methods of providing the Services,

c) when the need to introduce a change will be caused by a change in generally applicable laws;

d) when the need to introduce a change is caused by a final administrative decision or a final court judgment;

e) technical changes related to the functioning of the website, including increasing the functionality of the website;

f) when the change is justified by improving the quality of service provision or increasing the safety of the Service Recipients.

5. The Service Provider also has the right to introduce changes to the content of the Website and Services.
6. Each User will be informed about the content of changes to the Regulations and about significant changes to the content of the Website and Services by posting information about such changes on the Website.
7. For the purposes of these Regulations, it is assumed that a change in the content of the Website or Services is significant in a situation where the amount of content contained in the Services is drastically reduced or the overall nature of the content offered changes to a significant extent.
8. The changes will come into force on the day indicated in the information about the change, but not earlier than after 14 days from the moment of informing about the change.
9. In the event of non-acceptance of the changes, the Service Recipient may terminate the Agreement effective as of the date of entry into force of such a change. If the User does not terminate the Agreement before such change enters into force, the User shall be deemed to have accepted the introduced changes.
10. The Regulations come into force on July 17, 2023.