**Newsletter Terms and Conditions**

**§ 1**

**Introduction**

These terms and conditions set out the rules for using the newsletter and the rules for concluding, performing and terminating agreements between the Service Provider and the Service Recipient, as well as their rights and obligations.

**§ 2**

**Definitions**

The terms listed below shall have the following meanings:

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| 1. **Update**
 | An update to a digital service or digital content. |
| 1. **Electronic address** (**email address**)
 | An information and communication technology system that enables communication by electronic means, in particular by electronic mail. |
| 1. **Consumer**
 | A natural person who performs a legal transaction with the Service Provider that is not directly related to their business or professional activity. |
| 1. **Civil Code**
 | Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2023, item 1610, as amended). |
| 1. **Materials**
 | Digital content and services provided to the Service Recipient by the Service Provider as part of the Newsletter. Digital services shall also constitute electronic services within the meaning of the Act on Providing Services by Electronic Means. |
| 1. **Newsletter**
 | An Electronic Service consisting in the periodic transmission of Materials to the Service Recipient. |
| 1. **Terms**
 | Means these Newsletter Terms and Conditions available on the Website. |
| 1. **GDPR**
 | 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 (OJ EU L of 4 May 2016 — hereinafter: GDPR). |
| 1. **Copyright**
 | Act of 4 February 1994 on copyright and related rights (consolidated text: Journal of Laws of 2022, item 2509). |
| 1. **PNPK**
 | A natural person who concludes a contract with the Service Provider, where the content of the contract indicates that it is not of a professional nature, resulting in particular from the subject of the economic activity made available on the basis of the provisions on the Central Register and Information on Economic Activity |
| 1. **Service**
 | Means the website available at app.getresponse.pl |
| 1. **Electronic means of communication**
 | Technical solutions, including ICT equipment and related software tools enabling individual remote communication using data transmission between ICT systems, in particular electronic mail. |
| 1. **IT systems**
 | A set of cooperating IT devices and software that ensure the processing and storage, as well as the sending and receiving of data via telecommunications networks using a terminal device appropriate for the type of telecommunications network within the meaning of the Act of 16 July 2004. – Telecommunications Law (i.e. Journal of Laws of 2024, item 34). |
| 1. **Digital content**
 | Data produced and delivered in digital form within the meaning of Article 2(5) of the Act on Electronic Services. |
| 1. **Content of the Service Recipient**
 | Content provided or created by the Consumer or PNPK while using digital services. |
| 1. **Agreement**
 | Agreement for the provision of the Newsletter service. |
| 1. **Contract for the Provision of Electronic Services**
 | An agreement under which the Service Provider provides Electronic Services to the Service Recipient. |
| 1. **Digital service**
 | Means a digital service within the meaning of Article 2(5)(a) of the Consumer Rights Act, i.e. a service that allows the Service Recipient to:1. produce, process, store or access data in digital form,
2. share digital data that has been sent or created by the Service Recipient or other users of this service,
3. other forms of interaction using data in digital form.
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| 1. **U**.**p.k**.
 | Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws of 2023, item 2759, as amended). |
| 1. **Service Recipient**
 | A natural person with full legal capacity, a legal person or an organisational unit without legal personality who concludes or intends to conclude a Contract, including a Consumer or PNPK. |
| 1. **Service Provider**
 | Credin Polska Sp. z o.o. with its registered office in Sobótka, at ul. Czysta 6, 55-050 Sobótka, entered in the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number 0000148982, NIP (Tax Identification Number) 8971006452, **,** e-mail address:credin.sobotka@credin.pl . |
| 1. **Electronic Services**
 | Electronic services provided by the Service Provider to the Service Recipients, in particular:1. newsletter.
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| 1. **U.ś.u.d.e.**
 | Act on the provision of electronic services of 18 July 2002 (i.e. Journal of Laws of 2020, item 344). |
| 1. **Work**
 | A manifestation of creative activity of an individual nature, established in any form, regardless of its value, purpose or manner of expression, within the meaning of Article 1 of the Copyright Act. |

**§**

**General**

1. The Service Provider shall make the Materials available to the Service Recipient at the e-mail address provided by the latter.
2. Before concluding the Agreement and the Agreement for the Provision of Electronic Services, the Service Recipient is obliged to read these Terms and Conditions.
3. The Service Provider has made the Terms and Conditions available to the Service Recipient free of charge on the Website in a manner enabling the content of the Terms and Conditions to be obtained, reproduced and recorded using the ICT system used by the Service Recipient.
4. After concluding the Agreement, the Service Provider shall deliver the Terms and Conditions in PDF format to the email address provided by the Service Recipient when placing the order.
5. Acceptance of the Terms and Conditions is voluntary, but constitutes a condition for the provision of the Newsletter (conclusion of the Agreement).
6. In accordance with Article 6(1) of the Act on the provision of electronic services, the Service Provider informs that the use of services provided by electronic means may involve specific risks related to the possibility of loss of availability, confidentiality or integrity of data. In order to minimise the aforementioned risk, the Service Provider recommends that the Service Recipients use organisational and technical measures appropriate to the identified risks, in particular anti-virus software or software protecting identification on the Internet.
7. In order to conclude the Agreement, the Service Recipient is obliged to provide true and complete personal data.
8. The Service Provider can be contacted at the following e-mail address:credin.sobotka@credin.pl .
9. Due to the fact that email programs recognise messages sent from mailing tools as SPAM, please add the Service Provider to your trusted recipients.

**§ 4**

**Technical Conditions**

1. In order to use the Website, including receiving the Newsletter, the Service Recipient must meet all of the following technical conditions:
2. having a device with permanent access to the Internet (e.g. computer, laptop, smartphone);
3. enabling cookies and JavaScript in your web browser;
4. standard operating system;
5. a tool that supports the format in which digital content will be delivered in HTML;
6. installation on the device referred to in point a) of a web browser in the latest version offered by its provider, in particular Google Chrome, Mozilla Firefox, Samsung Internet, Opera, Safari, Internet Explorer, Internet Explorer Mobile in the latest available version;
7. access to electronic mail, i.e. having an active electronic address (e-mail address) during the term of the Agreement or the Agreement for the Provision of Electronic Services, enabling the receipt and sending of messages via electronic means of communication in the form of electronic mail.

**§ 5**

**Prohibition of providing unlawful content**

1. Service Recipients are prohibited from providing unlawful content, in particular:
2. content prohibited by mandatory provisions of law;
3. content contrary to the principles of social coexistence;
4. racist content;
5. inciting violence against people or animals;
6. content that infringes the rights of third parties.

**§ 6**

**Conclusion of the Agreement**

1. Conclusion of the Agreement requires the Service Recipient to meet the following requirements:
2. providing an email address;
3. acceptance of the Newsletter Terms and Conditions;
4. acceptance of the Privacy Policy.
5. The Agreement is concluded for an indefinite period.
6. The Agreement expires upon its performance.
7. Access to the Materials is available free of charge at the discretion of the Service Recipient – by concluding the Agreement, i.e. subscribing to the Newsletter;
8. The free Agreement is concluded upon fulfilment of all the conditions specified in section 1 of this paragraph.
9. The Agreement may be terminated by sending a relevant request to the Service Provider, for example by e-mail to the following address:credin.sobotka@credin.pl .

**§ 7**

**Execution of the Newsletter order**

1. The Newsletter will deliver Materials consisting in particular of information
information about promotions, events and products.
2. If digital content (e.g. e-books, audiovisual materials) is sent as part of the Newsletter, the Service Recipient will be able to access it in the manner indicated in the email (e.g. by downloading the digital content).
3. The Service Provider shall deliver the Materials to the Service Recipient immediately after the conclusion of the Agreement – in the case of a free Agreement.
4. The Materials shall be deemed delivered at the moment when:
	1. the digital content or the means allowing access to the digital content or downloading the digital content has been made available to the Service Recipient or to a physical or virtual device chosen by the Service Recipient for this purpose, or when the Service Recipient or such a device has gained access to it, or;
	2. the Service Recipient or a physical or virtual device chosen by the Service Recipient for this purpose has gained access to the digital service.
5. The Materials shall be delivered in the version valid on the date of delivery. The Service Provider shall not provide Updates unless otherwise specified in the description of the Materials.
6. The Service Provider is entitled to make changes to the Materials that are not necessary to maintain the compliance of the Materials with the Agreement, unless the Materials are delivered on a one-off basis. The change made shall not entail any costs for the Consumer or the PNPK.
7. Changes to the Materials delivered to the Consumer or PNPK shall be made for justified reasons, such as:
	1. a change in the law, its interpretation, or a ruling or decision by a competent court or authority;
	2. changes consisting in the addition, modification or removal of the functionality of the Newsletter or Materials.
8. The Service Provider shall inform the Consumer or PNPK in a clear and understandable manner about the change.
9. If the change to the Materials significantly and negatively affects the Consumer's or PNPK's access to or use of the Materials, the Service Provider shall inform them in advance, within a period of not less than 7 (seven) calendar days, on a durable medium, of the nature and date of the change and their rights.
10. In the case referred to in paragraph 8, the Consumer or PNPK may terminate the Agreement without notice within 30 (thirty) days from the date of the change or notification of the change, if the notification was made later than the change. This right shall not apply if the Service Provider has provided the Consumer or PNPK with the right to retain the Materials at no additional cost in accordance with the Agreement, in an unchanged state.
11. The Service Provider shall be responsible for the performance of the services in accordance with the Agreement.
12. The terms and conditions for exercising the copyrights of the Service Provider to the Materials as works are set out in § 8.

**§ 8**

**Copyright**

1. The Service Provider declares that the Materials, as well as other content available on the Website, may constitute works to which the Service Provider or other authorised entities hold intangible property rights.
2. The Service Provider informs the Customer that the use of the Materials or other protected content without the consent of the Service Provider or another authorised entity, with the exception of use within the scope of permitted personal use, shall constitute an infringement of intangible property rights.

**§ 9**

**Responsibility for the conformity of Digital Services with the Agreement**

1. If the Electronic Services provided by the Service Provider also constitute Digital Services, the provisions of this paragraph shall apply.
2. The warranty for defects in Digital Services referred to in the provisions of the Civil Code is excluded in the case of Contracts concluded by Users other than Consumers or PNPK.
3. Contracts concluded by Consumers or PNPK shall be subject to the provisions on liability for the conformity of Digital Services with the Contract contained in the Consumer Rights Act, taking into account the provisions of these Terms and Conditions.
4. The Service Provider shall be liable to the Consumer and PNPK for the conformity of Digital Services with the Agreement. The conformity of Digital Services with the Agreement shall be assessed in accordance with the provisions of the Consumer Rights Act.
5. In the case of Digital Services:
	* 1. provided once or in parts — the Service Provider shall be liable for any lack of conformity of the Digital Services with the Agreement which existed at the time of delivery and became apparent within two years of that time;
		2. provided on a continuous basis — the Service Provider shall be liable for any lack of conformity of the Digital Services with the Agreement that existed or became apparent during the period in which they were to be provided in accordance with the Agreement.
6. Where the Service Provider provides Digital Services on a continuous basis, the Digital Services shall be in conformity for the duration of their provision in accordance with the Agreement.

**§ 10**

**Bringing Digital Services into conformity with the Agreement and withdrawal from the Agreement**

1. If the Digital Services are not in conformity with the Agreement, the Consumer or PNPK may request that the Digital Services be brought into conformity with the Agreement.
2. If bringing the Digital Services into conformity with the Agreement is impossible or would involve excessive costs for the Service Provider, the Service Provider may refuse to bring the Digital Services into conformity with the Agreement.
3. The Service Provider shall bring the Digital Services into conformity with the Agreement within a reasonable time, not exceeding 21 days, from the moment the Service Provider was informed by the Consumer or the PNPK about the non-compliance of the Digital Services with the Agreement, and without undue inconvenience to the Consumer or the PNPK, taking into account their nature and purpose for which they are used.
4. The costs of bringing the Digital Services into conformity with the Agreement shall be borne by the Service Provider.
5. If the Digital Services are not in conformity with the Contract, the Consumer or PNPK may withdraw from the Contract if:
	1. the Service Provider has refused to bring the Digital Services into conformity with the Agreement
	2. the Service Provider has not brought the Digital Services into conformity with the Agreement;
	3. the Digital Services are still not in conformity with the Agreement, despite the Service Provider's attempts to bring the Digital Services into conformity with the Agreement;
	4. the non-compliance of the Digital Services with the Agreement is so significant that it justifies withdrawal from the Agreement without first using the remedies referred to in § 10(1);
	5. it is clear from the Service Provider's statement or circumstances that it will not bring the Digital Services into compliance with the Agreement within a reasonable time or without undue inconvenience to the Consumer or PNPK.
6. Due to the fact that the User is not obliged to pay for the Digital Services provided, the User is not entitled to submit a statement on price reduction due to the non-compliance of the Digital Services with the Agreement.

**§ 11**

**Withdrawal without giving reasons**

1. The Consumer or PNPK has the right to withdraw from the Agreement concluded via the Website without giving any reason within 14 days of the date of conclusion of the Agreement.
2. In order to withdraw from the Agreement, the Consumer or PNPK must inform the Service Provider of their decision to withdraw from the Agreement by means of an unequivocal statement, for example by letter sent by post or email.
3. The Consumer or PNPK may use the model withdrawal form, but this is not mandatory. The model withdrawal form is attached as Appendix 1 to these Terms and Conditions.
4. In order to meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer or PNPK to send information regarding the exercise of the Consumer's or PNPK's right to withdraw from the Agreement before the deadline for withdrawal from the Agreement.

**§ 12**

**Complaints**

1. The Service Recipient is entitled to lodge a complaint regarding the Electronic Services or Materials:
2. by electronic means of communication to the following e-mail address: credin.sobotka@credin.pl .
3. by telephone at the following number: 71 316 21 24
4. in writing or in person at the Service Provider's registered office, i.e. Credin Polska Sp. z o.o. with its registered office in Sobótka, at ul. Czysta 6, 55-050 Sobótka.
5. The Service Provider recommends that the Service Recipient include the following information in the complaint:
6. first name, surname;
7. contact details;
8. brief description of the situation.
9. The Service Provider shall immediately confirm receipt of the complaint to the email address provided by the Service Recipient.
10. The complaint shall be investigated by the Service Provider within 14 days of its receipt.
11. The Service Recipient shall receive a response to the complaint at the contact details provided when submitting the complaint.
12. If the Service Provider has not delivered the Materials, the Consumer or PNPK may request the Service Provider to deliver them. If, despite the request, the Service Provider does not deliver the Materials immediately or within an additional period agreed between the parties, the Consumer or PNPK may withdraw from the Agreement. The Consumer or PNPK may withdraw from the Agreement without requesting the Service Provider to do so:
13. it is clear from the Service Provider's statement or from the circumstances that the Service Provider will not deliver the Materials;
14. the Parties have agreed or it is clear from the circumstances of the conclusion of the Agreement that the deadline for delivery of the Materials was of significant importance to the Consumer or PNPK, and the Service Provider has not delivered them within that deadline.

**§ 13**

**Out-of-court dispute resolution**

1. The Service Provider informs that the Consumer or PNPK has the right to out-of-court complaint handling and redress.
2. The use of out-of-court complaint handling, as well as the pursuit of claims by the Consumer or PNPK, is possible in particular:
3. before permanent consumer arbitration courts operating at Provincial Inspectorates of Trade Inspection. Detailed information on how to access this mode and the procedures applied can be found on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasądowe\_rozwiazywanie\_sporow\_konsumenckich.php;
4. through mediation conducted by provincial inspectorates of the Trade Inspection Authority and their local branches. The role of mediator in the dispute is then performed by an employee of the inspectorate, who maintains impartiality and integrity. Detailed information on how to access this mode and the procedures applied is available at the offices and on the websites of the individual Provincial Trade Inspection Inspectorates.
5. The consumer or PNPK may also seek assistance from the district consumer ombudsman. District consumer ombudsmen are available at district offices or city halls (in cities with district rights). Detailed information in this regard is available at: https://uokik.gov.pl/rzecznicy.php.
6. Consumers have the right to lodge a complaint via the EU ODR (Online Dispute Resolution) platform available at:https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&amp;lng=EN.

**§ 14**

**Personal**

1. The Service Provider is the administrator of the personal data of Service Users, persons representing them or persons designated by them as contact persons.
2. Detailed information on the processing of personal data and the cookies used can be found in the privacy policy available at: https://www.credin.pl/polityka-prywatnosci/.

**§ 15**

**Contact**

1. The Service Provider can be contacted:
2. by electronic means of communication to the following email address:credin.sobotka@credin.pl .
3. by telephone at the following number: + 48 71 31 62 124
4. in writing or in person at the address of the Service Provider's registered office, i.e. Credin Polska Sp. z o.o. with its registered office in Sobótka, at ul. Czysta 6, 55-050 Sobótka.

**§ 16**

**Amendment**

1. The Service Provider is entitled to amend the Terms and Conditions for important reasons, in particular due to:
2. the need to adapt the Terms and Conditions to changes in the law, recommendations, interpretations or guidelines of competent courts or authorities;
3. the issuance of a ruling by a competent common court or a decision by a competent authority that may affect the rights or obligations of the Service Provider or the Service Recipient.
4. The amended Terms and Conditions will be published on the Website at www.credin.pl. Each version of the Terms and Conditions includes information on when it comes into force.
5. In addition, the Service Provider shall notify the Service Recipient of any planned changes to the Terms and Conditions to the email address provided by the Service Recipient.
6. The amended Terms and Conditions shall become effective within 14 (fourteen) calendar days from the date of notification to the Service Recipient in accordance with paragraph 3, unless a shorter period is necessary due to mandatory provisions or obligations imposed on the Service Provider by a court of law or an official decision.
7. In the event of non-acceptance of the amendment to the Terms and Conditions, the Consumer or PNPK shall inform the Service Provider of their decision in a manner of their choosing.

**§ 17**

**Final provisions**

1. The Terms and Conditions are subject to Polish law and have been drawn up in accordance with Polish law.
2. In matters not covered by the Terms and Conditions, the relevant provisions of Polish law shall apply.
3. Disputes between the Service Provider and a Service Recipient who is not a Consumer or PNPK shall be settled by the common court of law having jurisdiction over the registered office of the Service Provider. In the event of disputes with a Consumer or PNPK, the jurisdiction of the court shall be determined in accordance with general principles.
4. The Terms and Conditions shall enter into force on 01.01.2025.

Sobótka, 15 December 2024

**Appendix 1 to the Terms and Conditions**

**Model statement of withdrawal from the Agreement**

**Service Provider:**

**Credin Polska Sp. z o.o. with its registered office in Sobótka**, at ul. Czysta 6, 55-050 Sobótka.

Service Recipient:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(first name and surname)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(correspondence address)

**DECLARATION OF WITHDRAWAL FROM THE SERVICE PROVISION AGREEMENT**

I, the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (first name and surname), hereby withdraw from the Service Agreement concluded between myself and the Service Provider on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)