

# THE TERMS AND CONDITIONS OF THE WEBSITE [WWW.AMICA-HM.PL](http://www.amica-hm.pl)

of 16 May 2019

## 1. Preliminary Provisions.

1.1. These Terms and Conditions (“**T&Cs**”) set out the rules of providing services on the website at the address <http://www.amica-hm.pl> (hereinafter also referred to as the „**Website**”) by **Amica Handel i Marketing Sp. z o.o.** (private limited liability company), with its registered office in Poznań at the following address: ul. Bułgarska 17, 60-320 Poznań, entered into the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto and Wilda in Poznań, the 8th Commercial Division of the National Court Register under KRS (National Court Register) No. 0000373563, having the share capital of PLN 241,536,000.00, NIP (tax identification number): 527-264-51-62, REGON (statistical identification number): 142740238 (hereinafter also referred to as “**AHIM**” or the “**Company**”), the rules of the use of the Website by natural persons (hereinafter also referred to as the “**User**”) and the use of services offered through the Website, as well as the rules of protecting the personal data of the Users being natural persons.

1.2. The Website shall be used on the basis of these Terms and Conditions. The T&Cs shall apply both to the Website and to particular services offered on the Website unless specific provisions of separate terms and conditions stipulate otherwise. In case a given service is provided on the basis of specific regulations (of separate terms and conditions), the Website will request the User to familiarise himself with those terms and conditions and express his consent thereto before this service is made available to the User for the first time.

1.3. The User is obligated to familiarise himself with the T&Cs before commencing to use the Website. By using the Website in any way, the User represents and confirms that he has familiarised himself with the content of these T&Cs and that he accepts and undertakes to comply with the provisions thereof.

1.4. The T&Cs are made available on the Website free of charge in a form which allows the T&Cs to be obtained, recorded, viewed, and printed with the use of an ICT system.

## 2. Copyright and Other Intangible Property Rights.

2.1. All information, data and materials made available on the Website (including but not limited to names, trademarks, logos, colour schemes, photographs, graphics, website layout, product descriptions, audio-video files, etc.) as well as all intangible property rights related to the contents of the Website shall be vested in the Company or the entities with which the Company has entered into relevant agreements and shall be protected by copyright, trademark rights or other rights.

2.2. The User is authorised to use the resources of the Website exclusively for his own personal purposes. In particular, without the Company’s written authorisation, it is forbidden to distribute, send, modify, place on other sites, link to or use the whole Website or any parts thereof, including the information, data and content referred to in point 2.1, for commercial or public purposes. It is also forbidden to remove information about copyright or other intangible property rights, including but not limited to trademark rights.

## 3. The Kinds and Scope of Services Provided by Electronic Means.

3.1. As part of the Website, the User may use, in particular, the following services:

- a) **The Information Service** – which makes it possible to browse and read the information made available as part of the Website, including information on AMICA products, the Company's operations, promotions, and other services related to AMICA products;

(hereinafter also jointly referred to as “**Services**” and, in the singular, as a “**Service**”).

3.2. An agreement for the provision of the Information Service is concluded the moment the User goes to the page [www.kontakt-hm.pl](http://www.kontakt-hm.pl) or any subpage of the Website, and it is terminated the moment the User leaves all pages of the Website.

3.3. In the case of services other than the service referred to in point 3.1. above, an Agreement for the provision of Services by electronic means is concluded the moment the User commences to use a given Service and terminated the moment the User ceases to use the Service unless the T&Cs provide for another moment of the conclusion or termination of an agreement for the provision of a Service by electronic means.

3.4. The Services referred to in point 3.1. are provided free of charge 24 hours a day, 7 days a week.

3.5. The Company reserves the right to temporarily suspend the Website or particular Services in order to carry out maintenance or make changes to the Website/Services.

#### **4. Technical Requirements**

4.1. The use of the Website and Services provided as part of the Website depends on the following technical requirements being met:

- a. The latest version or the version preceding the latest version of the IE, Firefox, Chrome, Opera browsers;
- operating systems: Windows, Mac OS, Linux, Android, iOS;
- c. JavaScript enabled; Adobe FlashPlayer version 9+ plug-in; HTML5;
- d. Internet access;
- e. Cookies and html5 localStorage enabled.

4.2. If the User uses hardware and software non-compliant with the technical requirements specified in point 4.1 above, **AHIM** does not guarantee the proper functioning of the Website and/or Services.

#### **5. The Information Service.**

5.1. **AHIM** makes it possible for Users to browse, view and read the information and content (including photographs, texts, graphics, data, audio-video content, etc.) made available through the Website, in particular information and content regarding AMICA products, promotions and other services related to Amica products.

5.2. **AHIM** makes efforts ensure that the information presented on the Website, in particular the information concerning AMICA products, is correct and reliable. Nevertheless, all information placed on the Website is for informational purposes only; the User may obtain detailed technical data regarding the products presented on the Website in points of sale. The information placed on the Website does not constitute an offer within the meaning of the provisions of the Polish Civil Code.

5.3. Despite making all efforts, the Company may not guarantee the accuracy of colours in the photographs presented on the Website since the way in which they are displayed depends, i.a., on the settings and resolution of a monitor.

5.4. The Website may contain links to other internet sites, including social networking sites, and also automatically redirect to other sites (e.g., in the case of applying for work), the said sites not being maintained by **AHIM. Amica** shall not be liable for the content of any other internet site to which it redirects or of the sites embedded on the Website and shall not be liable for the consequences of using such sites.

5.5. The Company reserves the right to make changes to all or part of information and content contained in the Website at any time.

## **6. The Use of the Website. The User's Duties.**

6.1. The User is obligated to use the Website and the Services offered as part of it in compliance with the law, the T&Cs and the specification of a given Service, and pursuant to the principles of community life and good practices.

6.2. The User is obligated to refrain from any activities which violate the law, good practices, property or personal interests of third parties and, in particular, from using the data of third parties as the User's own personal data.

6.3. It is forbidden for the User to deliver through the Website illegal or abusive content, misleading information and content which might result in interference with or damage to IT systems.

6.4. It is forbidden for the User to deliver any confidential or legally classified information through the Website.

6.5. The User of the Website and/or particular Services may exclusively be a person of full age and full capacity to make acts in the law. A person who is minor and/or does not have the full capacity to make acts in the law may also be a User of the Website provided that the consent of his parent or another statutory representative is obtained.

6.6. **AHIM** reserves the right to diversify the criteria which qualify for using some parts of the Website / some Services.

## **7. Reservations, Exemptions and Limitations.**

7.1. The Company makes efforts to ensure that the Website is accessible with the aid of different configurations of software and hardware available in the market. However, the Company does not guarantee that each such configuration makes it possible to use the whole Website or each of the Services. Furthermore, the use of the whole or part of the Website or a given Service may require a special configuration of software and hardware.

7.2. The Company shall not be liable for the contents and security of internet sites belonging to other entities the links to which have been placed on the Website or which have been embedded on the Website, or to which the User has been automatically redirected.

7.3. To the extent permitted by law, the Company shall also not be liable for:

- a) any damage sustained by third parties arising from the User's use of the Website or particular Services in a way which violates the T&Cs or applicable provisions of law,
- b) any damage sustained by third parties which are a consequence of the User's providing untrue, inaccurate, incomplete or misleading data,
- c) damage caused in the case of material errors occurring in the configuration of the User's receiving device,
- d) any damage caused in connection with the User's use of data and information from the Website for investment purposes, economic purposes, business purposes, etc.

## **8. Personal Data of the User.**

8.1. The use of some of the Services on the Website or some features of a given Service may require the User to provide his personal data.

8.2. Data controller.

The controllers of your personal data are the following companies from the Amica S.A.'s group (hereinafter also referred to as the "**Group**"):

- a) **Amica Spółka Akcyjna** (public limited company), with its registered office at the following address: ul. Mickiewicza 52, 64-510 Wronki, entered into the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto and Wilda in Poznań, the 9th Commercial Division of the National Court Register under KRS (National Court Register) No. 0000017514, having the fully paid-up share capital of PLN 15,550,546.00, NIP (tax identification number): 7630003498, REGON (statistical identification number): 570107305 - hereinafter referred to as "**AMICA**," and
- b) **Amica Handel i Marketing Sp. z o.o.** (private limited liability company), with its registered office in Poznań at the following address: ul. Mickiewicza 17, 60-320 Wronki, entered into the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto and Wilda in Poznań, the 9th Commercial Division of the National Court Register under KRS (National Court Register) No. 0000373563, having the fully paid-up share capital of PLN 241,536,000.00, NIP (tax identification number): 5272645162, REGON (statistical identification number): 142740238 - hereinafter referred to as "**AMICA**," and
- c) **InTeco Business Solutions Sp. z o.o.** (private limited liability company), with its registered office in Poznań at the following address: ul. Mickiewicza 17, 60-320 Wronki, entered into the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto and Wilda in Poznań, the 9th Commercial Division of the National Court Register under KRS (National Court Register) No. 0000325012, having the fully paid-up share capital of PLN 10,000.00, NIP (tax identification number): 7781461247, REGON (statistical identification number): 301044119 - hereinafter referred to as "**AMICA**," and

Under the agreement for joint control concluded by the Joint Controllers, the Joint Controllers have arranged their respective responsibilities for compliance with the obligations arising from the GDPR and, in particular, they have arranged that:

- The leading company in the joint control model is **AMICA**, which is a producer of household goods and exercises control over personal data processing procedures, identifies the risks involved in processing personal data and, accordingly, sets out security standards which ensure appropriate protection for all personal data processed in the Group.
- **AHiM** is responsible for administering the following internet sites: [www.amica.pl](http://www.amica.pl), [www.amica-hm.pl](http://www.amica-hm.pl), [www.amicaforothers.pl](http://www.amicaforothers.pl), [www.znamysieodkuchni.pl](http://www.znamysieodkuchni.pl). In particular, AHiM is responsible for complying with the information obligation owed to you and for making it possible for you to exercise your rights described below. Irrespective of the above arrangement, you may also exercise your rights vis-à-vis any of the Joint Controllers:
- **INTECO** deals with the provision and maintenance of ICT infrastructure, granting and withdrawing authorisations in respect of the systems used by the Joint Controllers, storing data, implementing technical security measures, maintaining servers and creating backup copies. The company is also responsible for providing the employees of the Group's companies with computer hardware.

#### 11.3. Contact details.

The Joint Controllers have designated one contact point for all issues related to personal data.

If you would like to contact us, please send us an e-mail message to **info.dane@amica.com.pl** or a traditional letter to the following address: Koordynator ds. danych osobowych Amica S.A. (Personal Data Coordinator of Amica S.A.): Mickiewicza 52, 64-510 Wronki, adding a note "Dane osobowe" (personal data).

#### 11.4. The purposes of data processing and the basis therefor.

Users' personal data collected by the Website or shared by Users shall be processed by the Joint Controllers, subject to the respective responsibilities assigned to them, for the following purposes:

- a) in order to provide the Services described in the T&Cs - to the extent and under the conditions, including the purposes and legal basis, each time indicated to the User when he shares his personal data, with the reservation that in the case of the Information Service and the "To Download" Service, the User's data are processed in order to conclude and perform an agreement for the provision of services by electronic means (Art. 6(1)(b) of the GDPR in connection with Art. 18 and 19 of the Act on the Provision of Services by Electronic Means) and sharing personal data for this purpose is voluntary yet necessary for the said Services to be provided correctly;
- b) for the Joint Controllers' marketing purposes - in case the User grants his consent to the processing of personal data for these purposes;
- c) for analytical purposes, i.e. the selection of products and services to meet the needs of the Group's customers, for the purposes of optimising products and services based on customers' feedback; in this case, the basis for the processing of data is a legitimate interest of the controller (Art 6(1)(f) of the GDPR); in respect of this purpose, the User is entitled to object to the processing,

- d) in order to evaluate customers' satisfaction; the legal basis for the processing is in this case a legitimate interest of the controller (Art. 6(1)(f) of the GDPR); you are entitled to object to the processing in respect of this purpose;
- e) furthermore, while the User is using the site amica.pl, his personal data, including the IP address, domain name, browser type, operating system type, interests, information on the age or sex, are automatically collected. These data may be collected by cookie files and the Google Analytics System. The Amica Companies process the User's personal data collected with the use of cookie files for marketing purposes (the use of remarketing through Google Analytics) under the rules specified in the Cookies Policy: [https://www.amica.pl/strona/14-Polityka\\_plikow\\_cookies](https://www.amica.pl/strona/14-Polityka_plikow_cookies). For that purpose, profiling activities are undertaken in order to be able to present offers and promotions matching the User's interests, and the said profiling will have no impact on the User's rights or freedoms, nor will it affect the User in any other similar way. The legal basis for the processing is a legitimate interest of the controller (Art. 6(1)(f) of the GDPR). At the same time, the User may not grant his consent to the use of cookie files (blocking cookie files), which will make it impossible in the future to store cookie files on the User's device, and may also remove the existing cookie files by relevant settings in the web browser used by the User, or may remove cookie files manually.

#### 11.5. What personal data are processed:

The scope of the personal data processed by the Controller includes:

- a) for the purposes of providing Services, including the review of complaints: the User's IP, data provided in the complaint, name, surname, address of residence, e-mail address, telephone number and, possibly, other data indicated (along with the purposes of processing) in the forms, personal data processing information clauses or consent forms dedicated to respective Services,
- b) for analytical purposes in terms of the use of the Website and for the purposes of optimising the User's use of the Website: the User's IP, data provided in the complaint, name, surname, address of residence, e-mail address, telephone number and, possibly, other data indicated (along with the purposes of processing) in the forms, personal data processing information clauses or consent forms dedicated to respective Services,
- c) for marketing purposes: the name, surname, address of residence, e-mail address, telephone number and, possibly, other data indicated (along with the purposes of processing) in the forms dedicated to respective Services, as part of which the User has consented to the processing of data for marketing purposes.

#### 11.6. The User's rights:

- a) If personal data is processed on the basis of the User's consent, this consent may be withdrawn at any time, without affecting the lawfulness of processing which took place before the withdrawal of the consent. A declaration of the withdrawal of the consent shall be sent by e-mail to the following correspondence address of the Controller: info.dane@amica.com.pl.
- b) The User shall at any time have the right to access his data and to have his data rectified (corrected).

- c) The User has also the following rights:
- to erasure of personal data;
  - to restriction of personal data processing;
  - to receive copies of these data or to data portability, with the reservation that this right may not adversely affect the rights and freedoms of other persons (including trade secrets or intellectual property rights) and is exercised to the technically feasible extent;
  - to object to personal data processing when the processing is based on a legitimate interest of the controller or a third party.

The Joint Controllers shall satisfy the abovementioned rights save for the exceptions provided for in the GDPR.

11.7. Personal data storage period

Personal data will be stored:

- d) for the purposes of providing Services, including the review of complaints: until any possible claims related to the provision of the Service expire but no longer than for 10 years - or, alternatively, for the period stated in the personal data processing information clauses dedicated to respective Services, which accompany requests for the consent to personal data processing,
- e) for analytical purposes in respect of the use of the Website and for the purposes of optimising the User's use of the Website: until the consent is withdrawn or processing is objected to,
- f) for marketing purposes: until the consent to personal data processing is withdrawn.

11.8. Personal data recipients:

The recipients of the Users' personal data may be the following:

- a. entities providing the maintenance of or the Joint Controllers' access to ICT systems,
- b. entrepreneurs providing services of the delivery and maintenance of the software used to operate the Website,
- c. or other entities which may be listed in the personal data processing information clauses, which accompany requests for the consent to personal data processing,
- d. Google LLC in connection with the use of Google Analytics, HOTJAR Limited in connection with the use of HotJar tools.

The above entities shall be granted access solely to the data which are indispensable to achieve the purpose for which these data are made accessible to them. If possible, the Joint Controllers apply data anonymisation or pseudonymisation.

11.9. The right to lodge a complaint:

The User shall be entitled to lodge a complaint against personal data processing with a competent supervisory authority - the President of the Personal Data Protection Office.

11.10. Your data will not be transferred outside the European Economic Area.

## **12. Statistics and Cookies.**

12.1. The Website uses cookies, the Google Analytics system and the Web Beacon system for analytical purposes, in particular for the purposes of building the statistics of visits and for the purposes of optimising the User's use of the Website. Detailed information on the cookies used on the Website is contained in the Privacy Policy.

## **13. Complaints**

13.1. In the case of any questions or doubts concerning the use of the Website, the User is kindly requested to contact the following e-mail address: [kontakt@amica-hm.pl](mailto:kontakt@amica-hm.pl).

13.2. The Users of the Website have the right to lodge complaints concerning the use of the Website and particular Services. The User may lodge a complaint by sending the relevant information:

g) by post - address: Amica Handel i Marketing Sp. z o.o., ul. Bułgarska 17, 60-320 Poznań, or

h) by e-mail - to the following address: [kontakt@amica-hm.pl](mailto:kontakt@amica-hm.pl),

no later than within 30 days of the day when the circumstances complained about arose.

13.3. A letter of complaint should contain at least the following:

a) the designation of the person lodging a complaint (name, surname, address of residence, e-mail address - if the User has the e-mail address),

b) a description of the problem giving rise to the complaint.

13.4. The Company shall review complaints within 14 days of receiving them. The Company shall notify the person lodging a complaint of its outcome with no delay, using the address indicated in the complaint. In particularly intricate cases, the above time limit may be extended and if so, the person lodging the complaint shall be notified of the extension of the time limit and of the new time limit set for the review of the complaint.

13.5. Complaints which contain incorrect or incomplete data indicated in point 13.3 or lodged after the lapse of the time limit indicated in point 13.2 shall not be reviewed.

## **14. Final Provisions**

14.1. Amica has the right to amend these Terms and Conditions. Amendments to the T&Cs shall not limit the rights acquired by the Users prior to the amendments.

14.2. Amendments to these T&Cs shall be published in the form of a consolidated text of the T&Cs on the Website and communicated on the home page of the Website with a seven days' notice in an appropriate way that makes it possible to analyse the said amendments.



14.3. All legal relationships arising from the T&Cs shall be governed by Polish law. All disputes shall be resolved by Polish common courts of law.

14.4. These Terms and Conditions shall enter into force as of 16 May 2019.