

Terms of use of Solfinity.pl website

§1 General provisions

1. These Terms of Use define:
 - a. the rules for using the solfinity.pl/en website,
 - b. types and scope of services made available on the solfinity.pl/en website,
 - c. basic principles regarding the protection of personal data of Users; detailed information on the processing of personal data by Solfinity on the Website is contained in the Privacy Policy available at the following link [Solfinity Privacy Policy](#)
 - d. the procedure for reporting errors or inaccuracies in the content published on the Website,
 - e. the procedure for reporting breaches of the copyrights of other legal entities or natural persons.
2. These Terms of Use do not apply to the activities of the B2B Platform, which provides services under separate Terms and Conditions of Solfinity B2B Platform.
3. The Website Data Controller is Solfinity Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw, postal code 03-310, ul. Staniewicka 5, National Court Register no. KRS: 0000789029, tax identification number NIP: 5242567894, statistical number REGON: 140455462, entered into the Register of Entrepreneurs of the National Court Register, for which the Registry Court is the District Court in Warsaw, the 14th Commercial Division of the National Court Register.
4. The Data Controller can be contacted by:
 - a. phone at: +48 22 42 88 777
 - b. e-mail at the following address: sklep@solfinity.pl
 - c. post and in person at the following address: Solfinity sp. z o.o. sp.k. Prologis Park Warsaw II, Hala ul. Staniewicka 5, 03-310 Warszawa.

§2 Definitions

1. **Terms of Use** – these Terms of Use of the solfinity.pl/en Website
2. **Website** - a system of www pages made available on a web server at solfinity.pl/en, constituting a set of static and dynamic documents containing graphic files, scripts and other collection elements connected by mutual relations.
3. **User** – any natural or legal person using the Website.
4. **B2B Platform or Store** - an online B2B sales platform available at solfinity.pl/en, operating under separate Terms and Conditions of Solfinity B2B Platform.
5. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, to which a separate act grants legal capacity - conducting on their own behalf business activity registered in the database of the electronic system of the Central Register and Information on Economic Activity (CEiDG) or the National Court Register (KRS) or the electronic system of the Central Statistical Office (GUS), placing an order on the B2B Platform as part of a professional activity, resulting in particular from the subject of their economic activity.
6. **Services** – electronic services made available by the Data Controller via the B2B Platform.
7. **Personal Data** - information about an identified or identifiable natural person ("data subject"); an identifiable natural person can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
8. **Data Controller** - Solfinity Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw, postal code 03-310, ul. Staniewicka 5, National Court Register no. KRS: 0000789029, tax identification number NIP: 5242567894, statistical number REGON: 140455462, entered into the Register of Entrepreneurs of the National Court Register, for which the Registry Court is the District Court in Warsaw, the 14th Commercial Division of the National Court Register.
9. **Online delivery of services** - performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the User, sent and received using devices for electronic processing, including digital compression and data storage, which is entirely conveyed, received or transmitted via a telecommunications network within the meaning of the Act – Telecommunications Law of 16 July 2004.
10. **Cookies** – files containing data that can be sent from the Website to the User's web browser and then saved in the User's browser. The User can configure the Internet browser settings on their computer in

such a way that it enables cookies or rejects them; detailed information on the use of Cookies on the Website, including the B2B Platform, is available in the Cookies Policy at the following link: [Solfinity Cookies Policy](#).

11. **JavaScript script** – a computer program that facilitates access and proper operation of selected web pages, e.g. the Solfinity Website.

§3 Legal requirements

1. Before using the Website, each User must read these Terms of Use.
2. The Terms of Use in electronic form are available free of charge on the Website's main page.
3. Launching the Website by entering the address of [solfinity.pl/en](#) or the address of any web page of the Website in the address bar of the web browser is tantamount to the User's consent to comply with the rules set out in these Terms of Use.
4. To the extent not regulated in these Terms of Use, the provisions of Polish law shall apply, and the court competent to settle them is the court with jurisdiction for the Data Controller's registered office, subject to the provisions of § 12 (5) and (6).
5. Users shall comply with the applicable provisions of the Polish law and these Terms of Use. In particular, it is forbidden to provide and process content that may constitute a breach of the Polish law and the law in force in the European Union.
6. All prices and commercial information on the Website serve informational purposes only and do not constitute an offer within the meaning of the Civil Code.

§4 Technical requirements

1. In order to effectively use the Website, the User should have computer hardware and software that meet the following minimum requirements:
 - a. Internet connection: required,
 - b. Preferred browser: any,
 - c. Browser plug-ins: none,
 - d. Cookies: information about the user's session
 - e. JavaScript: required,
 - f. Processor: any,
 - g. Operating memory: any,
 - h. Graphics: 640×480,
 - i. Sound card: not required,
 - j. Preferred operating system: any.

§5 Rules for using the Website

1. It is understood that by starting to use the Services, the User accepts these Terms of Use.
2. The User may terminate the use of the Services made available on the Website and leave the Website, subject to the provisions regarding the Newsletter Service.
3. The User shall not interfere with the Website's content, structure, form, graphics or operating mechanism. The contents posted on the Website, such as text, graphics, logos, icons, images, photos, data files, presentations, programs and any other data (hereinafter referred to as "Contents"), are protected by intellectual property rights, in particular copyright and related rights, vested in the Data Controller or entities with whom the Data Controller has concluded an agreement regarding the use of Contents to run the Website. No part of the Contents published on the Website may be reproduced or distributed in any form and in any way without the prior written consent of the Data Controller.

§6 Rules for the provision of Services

1. The Data Controller shall make the following types of Services available free of charge via the Website:
 - a. making the Contents, in particular, such as commercial information, product information, information about manufacturers, training, design information, the information contained in the blog, contact details, etc. available on the Website,

- b. providing forms for submitting inquiries or applications addressed to the Data Controller by Users,
 - c. Newsletter,
 - d. Customer Account - provided under separate Terms of Use of Solfinity B2B Platform,
 - e. Links,
 - f. Plugins,
 - g. Other Services available via the Website.
2. The Data Controller can make changes to the Services at any time without informing the Users about it.
3. The Data Controller may add other Services for the Users without the need to inform Users about this fact.
4. Plug-ins are small tools of social media providers used to enable the User to go directly from a given website to a fan page, the channel of the entity that posts them, in the social media of their choice.
 - a. The Data Controller uses Facebook and LinkedIn plug-ins. The list of social media available via plug-ins may be expanded.
 - b. The User may display the Data Controller's fan page in the selected social network by clicking on the selected plug-in.
 - c. The Data Controller ensures only the placement of plug-ins on the Website. The Data Controller does not decide on how plug-ins operate, and other actions performed with their help through social networks.
 - d. When using the plug-ins, the User should read the Terms of Use and the privacy policy of a given social network and pay special attention to information about obtaining data through Cookies used by means of plug-ins.
 - e. The use of plug-ins takes place only at the moment of clicking on the selected plug-in.
5. The Website contains a link to the B2B Platform and may contain links to other domains. The Website provides only the Service of posting links on its websites. To the most far-reaching extent permitted by law, the Website is in no way responsible for the content published by third parties.
 - a. To the extent that the links lead to other websites and domains of the Data Controller, the Data Controller is not responsible for the content, availability, other data, materials or tools available or used at a given link by third parties.
 - b. The links service consists only of placing links on the Website.
 - c. The use of links takes place only when clicking on a selected link.
6. The newsletter is a service providing the User with Contents in the form of an e-mail message sent to the e-mail address provided by the User.
 - a. To use the newsletter service, you must:
 - fill in the appropriate field of the newsletter order,
 - fill in the declaration of consent to the delivery of the newsletter
 - b. The contract for the provision of the newsletter service is concluded for an indefinite time when the User receives e-mail confirmation from the Data Controller that a newsletter service agreement has been concluded.
 - c. The newsletter service agreement is terminated when the User opts out from the subscription by sending an e-mail to the following address: sklep@solfinity.pl, or the User may unsubscribe from the newsletter at any time, in particular by clicking on the deactivation link in each e-mail sent to the User as part of the newsletter.
 - d. The User may terminate the newsletter service agreement without giving a reason at any time.
7. The Customer Account service is available only to Entrepreneurs and is provided under separate Terms of Use of Solfinity B2B Platform.

§7 Management of Website Contents

1. The Website Data Controller reserves the right to change the Contents published on the Website, also to make changes in all or part of the information presented on the Website, replacing files for downloads and partially or completely withdrawing the published Contents.

§8 Personal data protection and privacy policy

1. In order to provide Services on the Website, the Data Controller processes personal data, in particular:
 1. Data of Users using the newsletter service;
 2. Users' data derived from Cookies;

3. Data of persons submitting complaints.
2. The Data Controller processes personal data in accordance with the provisions of applicable law, in particular, the General Data Protection Regulation (GDPR), and acts with due diligence to ensure adequate protection of processed personal data.
3. The rules for collecting and processing personal data are laid down in the [Solfinity Privacy Policy](#).
4. The rules for using Cookies on the Website are laid down in the [Solfinity Cookies Policy](#).

§9 Protection of intellectual property

1. In accordance with the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws of 1994, No. 24, item 83, as amended), the entity authorised to use proprietary copyrights to the works contained in this Website is Solfinity Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw, postal code 03-310, ul. Staniewicka 5, KRS: 0000789029, NIP: 5242567894, REGON: 140455462, entered into the Register of Entrepreneurs of the National Court Register, for which the Registry Court is the District Court in Warsaw, the 14th Commercial Division of the National Court Register.
2. The owner or entity authorised to use the trade names and trademarks placed on the Website is Solfinity Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw, postal code 03-310, ul. Staniewicka 5, KRS: 0000789029, NIP: 5242567894, REGON: 140455462, entered into the Register of Entrepreneurs of the National Court Register, for which the Registry Court is the District Court in Warsaw, the 14th Commercial Division of the National Court Register, unless another owner is explicitly indicated.
3. All rights to the Website located in the domain: solfinity.pl/en and its elements are reserved to the Data Controller. The use of the Website by the User does not mean obtaining any rights to the Website or its elements.
4. The User has the right to use the Contents posted on the Website for their own use and to send it to other Users, provided that by doing so, the User does not breach the provisions of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No. 90, item 631, as amended), rights resulting from the registration of trademarks held by the Data Controller or used by the Data Controller upon the consent of third parties, and the provisions of the Act - Industrial Property Law of 30 June 2000 (Journal of Laws 119, item 1117, as amended).
5. The right to use is understood in particular as downloading, copying, sending to other Users and printing the contents of the Website.
6. No part of the Website may be used for commercial purposes without the prior written consent of the Website Data Controller.

§10 Complaints regarding the operation of the Website

1. The User may submit a complaint regarding the Services provided, report a bug on the Website or a proposal to change its functionality. The complaint shall be submitted by filling in the form [FORM OF COMPLAINT SERVIS](#) and emailing it to serwis@solfinity.pl.
2. The complaint should contain the following data:
 - a. name and surname of the User,
 - b. contact details: telephone number and e-mail address,
 - c. a description of the problem that is the basis for the complaint.
3. Complaints shall be considered no later than within 14 days from the date the complaint is sent to the e-mail address specified above.

§11 Liability

1. The Data Controller cannot guarantee the continuity of the Website's operation or prevent interruptions in its availability to the User, which may be caused by internal factors related to the Website's expansion or maintenance works or external factors beyond the control of the Data Controller, e.g. interruptions in the availability of the Website due to a force majeure event.
2. The Data Controller shall not be liable for any interruptions in the Website's operation caused by external or internal factors.
3. The Data Controller shall not be liable for any damage sustained by the User caused directly or indirectly by the operation, non-operation or faulty operation of the Website. The Data Controller shall also not be

responsible for the User's loss of profits caused directly or indirectly by the operation, non-operation or faulty operation of the Website.

4. The Data Controller shall not be liable for damages caused by the User's non-compliant or unlawful use of the Website.
5. The Data Controller shall not be liable for interruptions in the operation of the Website resulting from failures caused by malfunctioning equipment, software or telecommunications lines (ICT systems), the maintenance of which is not the responsibility of the Data Controller.

§12 Final provisions

1. These Terms of Use are effective from the date of their publication on the Website and are available in the footer on the Website's main page.
2. The Data Controller may introduce changes into these Terms of Use at any time without the need to additionally notify the User about such fact. In such case, the new Terms of Use shall apply from the moment they are published on the Website unless a different date of entry into force of the new Terms of Use is specified.
3. Amendments to the Terms of Use are binding for Users upon publication.
4. Lack of acceptance of the new or amended Terms of Use by the User is equivalent to the User's withdrawal from the Services provided through the Website.
5. Any disputes arising between the User and the Data Controller concerning the delivery of electronic services shall be settled by a court competent for the Data Controller's registered office. In the case of Users who are consumers within the meaning of the provisions of the Civil Code, any disputes arising between the User and the Data Controller shall be settled by a competent common court.
6. The provisions concerning the consumer shall apply to a natural person concluding a contract related directly to their business activity when the contractual provisions prove it does not have a professional character for the User, resulting in particular from the scope of the User's business activity, made available based on the provisions on the Central Register and Information on Economic Activity.

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