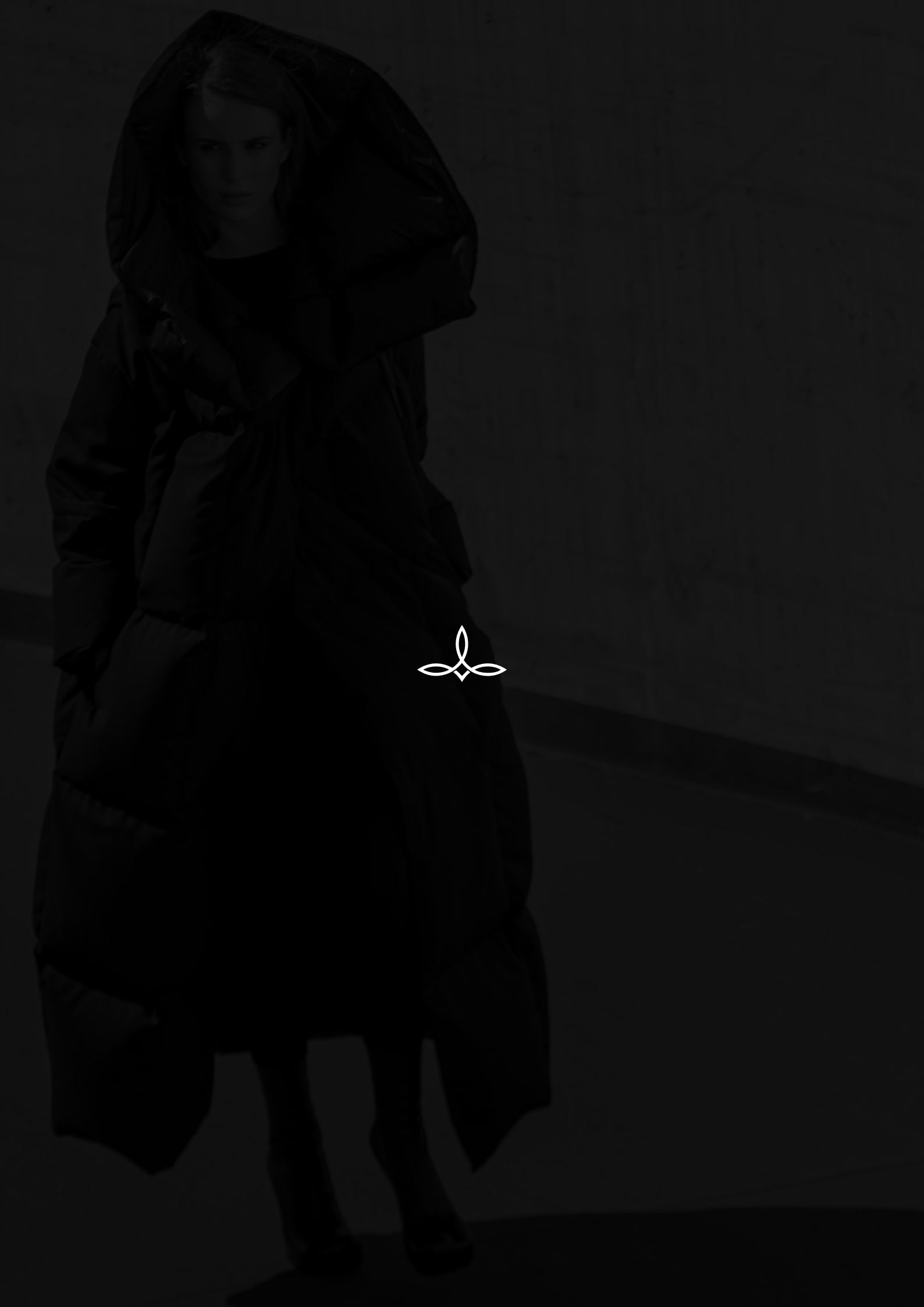




Ania Krzyzanowska

Official Newsletter

Terms and Conditions





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Section 1 DEFINITIONS

Consumer – consumer in the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

Newsletter – a free-of-charge service provided electronically, which allows the Customer to receive previously ordered news relating to the Shop sent by the Service Provider by electronic means. It includes information about offers, discounts and new products in the Shop.

Shop – online store under the name ANIA KRZYŻANOWSKA: OFFICIAL maintained by the Service Provider under the following address: aniakrzyzanowska.com

Service Provider – C'ANA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered seat at ul. Mikołaja Kopernika 13/1, 00-359 Warszawa, Poland, entered into the National Court Register – register of entrepreneurs by SĄD REJONOWY DLA M.ST.WARSZAWY W WARSZAWIE, XII WYDZIAŁ GOSPODARCZY KRAJOWEGO REJESTRU SĄDOWEGO, under KRS no. 0000634303, NIP 5252674226, REGON no. 36529274100000.

Customer – any entity using the Newsletter service.

Section 2 NEWSLETTER

1. The Customer uses the Newsletter service voluntarily.
2. A device with the latest version of a web browser supporting JavaScript and cookie files and with Internet access, as well as an active e-mail account, are required for the use of the Newsletter service.
3. E-mails within the framework of this service will be sent to the Customer's e-mail address provided during Newsletter subscription.
4. In order to conclude the Agreement and subscribe to the Newsletter, in the first step the Customer enters his/her e-mail address in a designated place in the Shop for the purpose of receiving the Newsletter messages. Upon the subscription to the Newsletter, the service agreement is concluded and the Service Provider starts providing the service to the Customer, subject to subsection 5.
5. For the proper provision of the Newsletter service, the Customer is obligated to provide their correct e-mail address.
6. Information about the cancelling of the subscription to the Newsletter and the unsubscribe link will appear in the e-mail correspondence.
7. The Customer may apply to cancel his/her subscription to the Newsletter at any time without giving a reason and incurring any costs by using the option referred to in subs. 6 or by sending an e-mail to the Service Provider's e-mail address: info@aniakrzyzanowska.com.
8. Clicking on the unsubscribe link or sending an e-mail with a request to cancel your subscription will result in immediate termination of the contract for the provision of this service.



Section 3 COMPLAINTS

1. Complaints concerning the Newsletter should be addressed to the following e-mail address: info@aniakrzyzanowska.com.

2. The Service Provider will respond to a complaint within 14 days from its receipt.

OUT-OF-COURT COMPLAINT AND REDRESS MECHANISM

3. In case where the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:

a. assistance of competent European Consumer Centre of the EEC-Net. Centres provide Consumers with information about their rights and assist in solving individual problems with cross border transactions. The assistance of Consumer Centres is free of charge by default. A list of Consumer Centres competent for each country can be found at: <https://konsument.gov.pl/eck-w-europie/>;

b. Online Dispute Resolution (ODR) developed by the European Commission, available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

4. Furthermore, the following support options are available in the Republic of Poland:

a. mediations conducted by the locally competent Regional Trade Inspector, to whom an application for mediation should be directed. The proceedings are free-of-charge by default. A list of Inspectorates can be found at: https://www.uokik.gov.pl/wazne_adresy.php#faq595;

b. assistance of the locally competent permanent consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are free-of-charge by default. The list of courts is available at the following address: https://www.uokik.gov.pl/wazne_adresy.php#faq596;

c. free-of-charge assistance of the municipal or poviast consumer advocate.

Section 4 PERSONAL DATA

1. Controller of personal data provided by the Customer in relation to subscribing to the Newsletter is the Service Provider. Detailed information on the processing of personal data by the Service Provider – including other purposes and grounds for data processing, as well as on data recipients – can be found in the Privacy Policy available in the Shop – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council on data protection – “GDPR”.

2. The Customer’s data is processed in order to send the Newsletter. A basis for processing personal data in this case is a service agreement or activities taken upon request of the Customer aiming at concluding such an agreement (point (b) of Article 6(1) of the GDPR) as well as a legitimate interest of the Service Provider consisting in processing data in order to establish, exercise or defend possible claims (point (f) of Article 6(1) of the GDPR).

3. The provision of data by the Customer is voluntary, but at the same time necessary to provide the Newsletter service. Failure to provide data means that the Service Provider will not be able to provide such a service.



4. The Customer's data will be processed until:

- a. the Customer opts out of the Newsletter;
- b. the Customer or the Service Provider ceases to be able to exercise claims related to the Newsletter;
- c. the Customer's objection to the processing of their personal data is accepted – if the processing was based on the legitimate interest of the Service Provider – depending on what is applicable in a given case and what happens latest.

5. The Customer has the right to request:

- a. access to their personal data,
- b. their rectification,
- c. their deletion,
- d. restriction of processing,
- e. transfer of data to another controller

and the right to:

f. object to processing of data at any time on grounds relating to a specific situation of the Customer – to processing of personal data concerning the data subject, based on point (f) of Article 6(1) of the GDPR (i.e. on legitimate interests pursued by the controller).

6. In order to exercise his/her rights, the Customer should contact the Service Provider.

7. If the Customer considers that their data is processed illegally, he/she may lodge a complaint with the President of the Personal Data Protection Office.

Section 5 FINAL PROVISIONS

1. The Service Provider reserves the right to change these Terms and Conditions only for substantial reasons. A substantial reason is understood as a necessary change in the Terms and Conditions due to: the Newsletter service modernisation or amendments in the provisions of law applicable to the Service Provider's service.

2. Information about the planned changes in Terms and Conditions will be sent to the Customer's e-mail address indicated when subscribing for the Newsletter at least 7 days before the changes enter into force.

3. If the Customer does not object to the planned change by the time it enters into force, he/she will be deemed to have accepted it.

4. If the Customer does not accept the planned changes, he/she should send a notification about that fact to the Service Provider's e-mail address: info@aniakrzyzanowska.com. This will result in termination of the service contract on the date when the planned changes enter into force.

5. The Customer is forbidden to provide content of illegal nature.



6. The agreement on the provision of the Newsletter services is concluded in English.

7. Any dispute arising between the Service Provider and the Customer who is not a Consumer will be submitted to the court competent for the Service Provider's registered office.

