

## **Newsletter Regulations**

**The Newsletter Regulations, hereinafter referred to as "Regulations", define the rights and obligations of the parties to the Newsletter service provided electronically through a telecommunications network.**

The Regulations constitute a model contract within the meaning of Article 384 of the Civil Code of April 23, 1964.

The development of the Regulations is a fulfillment of the obligation indicated in Article 8 paragraph 1 point 1 of the Act of July 18, 2002 on the provision of electronic services.

**Acceptance of the Terms and Conditions signifies your willingness to enter into an agreement with the Administrator under the terms of the Newsletter Terms and Conditions.**

### **Chapter 1 General Provisions**

1. Terms used in the Regulations are given the following meanings:
  - 1) Commercial information - commercial information, within the meaning of the Act of 18 July 2002 on the provision of electronic services
  - 2) Newsletter - a message transmitted by e-mail containing commercial information within the meaning of the Act of 18 July 2002 on the provision of electronic services;
  - 3) Regulations - Newsletter Regulations;
  - 4) Administrator - Forge of Generals online store operated by Data Legal Solutions Sp. z o.o with its registered office at 5 Obrzeźna Street in Warsaw (02-691);
  - 5) User - a person who has signed up for the Newsletter service;
  - 6) Service - Newsletter service.
  - 7) Contract for Services- contract for provision of Newsletter service by electronic means

### **Chapter 2 Types and scope of services provided electronically,**

2. Scope of services
  - 1) The service offered by the Administrator consists in receiving a Newsletter containing marketing information, in particular commercial information about the Administrator's services and its cooperating entities;
  - 2) The administrator may also provide other services by electronic means under the terms of the Rules of the online store
  - 3) The moment the "Sign me up" button is pressed, the acceptance of these Terms and Conditions by the person providing data in the Newsletter subscription form takes place, including conclusion of the agreement on provision of Newsletter services by electronic means . At that moment the Administrator becomes obliged to provide the services specified in these Regulations.

### **Chapter 3 Terms and conditions of providing services electronically**

3. Technical requirements necessary to use the Service.
  - 1) In order to properly use the Service it is necessary to have a device connected to the Internet with software capable of receiving and reading e-mail messages.
4. Risks associated with the provision of Services and data security
  - 1) The systems and applications used by the Administrator ensure a high standard of security and protection of personal data. However, the User should be aware that the use of the Newsletter service

requires the use of a public telecommunications network (Internet), which involves an increased risk of the following risks:

- a. The possibility of receiving spam, that is, unsolicited advertising (commercial) information transmitted electronically;
- b. the presence and operation of malware, including: computer viruses, that is, special software that is able, once launched, to infect files in a self-replicating manner, usually without being noticed by the user; viruses can be more or less harmful to the operating system in which they reside. The carrier of this type of software can be email attachments;
- c. The presence and operation of Internet worms (worms), i.e. malicious software capable of self-replication, in this case, the lack of proper maintenance (software updates) of the computer system by the user can lead to a successful Internet worm attack;
- d. The possibility of spyware, that is, software that spies on a user's online activities, installing itself without the user's knowledge, consent or control;
- e. The possibility of being exposed to cracking (security breaches) or phishing (password fishing);
- f. sniffing - unauthorized eavesdropping, other than those falling under the terms of cracking and phishing, involving the use of a sniffer - a computer program whose task is to intercept and possibly analyze data flowing through the network;
- g. The possibility of being exposed to the actions of other unwanted or "malicious" software, performing actions unintended by the user.

#### **Chapter 4 Conditions for conclusion and termination of contracts for the provision of electronic services**

##### 5. Terms and conditions of the Agreement

- 1) The contract for the Services may be concluded by persons who are 16 years of age or older and who have provided their e-mail address in the Newsletter subscription form, pressed the "Subscribe Me" button including acceptance of these Terms and Conditions and confirmed their e-mail address
- 2) The Newsletter subscription form filled out by the person who intends to use the Service requires a valid and true e-mail address.

##### 6. Conditions for termination of the Agreement

- 1) Termination of the Agreement may occur in particular:
  - a. at the request of the User, at any time, and especially by using the "Unsubscribe" button located in the footer of each Newsletter;
  - b. on the Administrator's initiative, in the event of the User's failure to comply with the obligations required by the Regulations, or in the event of the User's inactivity (e.g., opening a message or clicking on links contained therein) for at least one year after the last activity.
  - c. By filing an objection to the processing of personal data;
- 2) The Administrator reserves the right to terminate the provision of the Service without stating reasons with prior notice to Users.

#### **Chapter 5 Personal data protection and confidentiality**

##### 7. Data protection

- 1) The Administrator is the controller of the personal data collected for the purpose of implementing the Service.
- 2) Personal data will be processed for the purpose of performing the contract for the provision of services by electronic means pursuant to Article 6(1)(b) of the GDPR, in particular the dispatch of the Newsletter.
- 3) Provision of personal data is voluntary, however, failure to do so will prevent the provision of services.
- 4) The transferred data will be processed for the period of limitation of claims arising from non-performance or improper performance of this Agreement, as well as the rights referred to in Article

19(2) of the Act of July 18, 2002 on the provision of electronic services. This period will be calculated from the date of termination of this Agreement.

- 5) Provision by the user of an identifying e-mail address will be considered an order for commercial information in accordance with Article 10(2) of the Law on Provision of Electronic Services.
- 6) Individuals whose data is processed for the above purpose have the following rights related to the processing of personal data:
  - a) The right to access and rectify personal data;
  - b) The right to request deletion of personal data;
  - c) The right to request restrictions on the processing of personal data;
  - d) The right to portability of personal data,
  - e) The right to object to data processing;
  - f) The right to lodge a complaint with an authority - the data subject also has the right to lodge a complaint with the supervisory authority dealing with personal data protection, i.e. the President of the Office for Personal Data Protection.

## **Chapter 6 Complaint procedure, contacts with the user, information and advertising messages, amendments to the Regulations**

### 8. Complaint procedure

- 1) The Administrator undertakes to remove, within a technically reasonable period of time, irregularities in the operation of the Service if the User reports such irregularities by sending a message to the e-mail address: [newsletter@forgeofgenerals.eu](mailto:newsletter@forgeofgenerals.eu)
- 2) Any news regarding the Service should be sent to the email address [newsletter@forgeofgenerals.eu](mailto:newsletter@forgeofgenerals.eu)
- 3) The user has the option of using an out-of-court procedure for handling complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection in Warsaw. Information on how to access the aforementioned dispute resolution mode and procedures, can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), under the "Consumer Dispute Resolution" tab.
- 4) The user has the right to use out-of-court means of complaint handling and redress. For this purpose, he or she may file a complaint through the EU online ODR platform available at: <http://ec.europa.eu/consumers/odr/>.

### 9. The procedure for amending the Regulations

- 1) The Administrator reserves the right to change the Regulations.
- 2) Information on changes to the Terms and Conditions will be communicated to Users through an individual electronic mail addressed directly to such person.
- 3) The Regulations and their amendments shall come into force on the date of their publication on the Administrator's website.

## **Chapter 7 Final Provisions**

### 10. Law and court of jurisdiction

The law applicable to all legal relations arising from these Terms and Conditions is Polish law. Any disputes shall be resolved by the Polish common courts of competent jurisdiction.

### 11. Interpretation of the Regulations

- 1) Chapter titles are for informational purposes only and do not affect the interpretation of the Regulations.
- 2) Regulations of the portal as of: June 5, 2022.

