

## TERMS OF SERVICE

### Definitions

1. **Newsletter Service Form** – form available on the Website to be filled in by Customers wishing to subscribe to the Newsletter Service;
2. **Galeria Katowicka** – shopping center in Katowice (address: ul. 3 Maja 30, 40-097 Katowice);
3. **Privacy Policy** – Attachment 1 to these Terms of Service;
4. **Terms of Service** – this document, setting out the rules for Website usage and Services provision;
5. **Website** – the Service Provider's website at [galeriakatowicka.eu](http://galeriakatowicka.eu);
6. **Newsletter Service** – the Service whereby a newsletter of Galeria Katowicka is distributed free of charge to subscribers;
7. **Services** – online services provided by the Service Provider to Customers in accordance with these Terms of Service, including in particular the Newsletter Service;
8. **Customer** – a natural or legal person or an organizational unit lacking legal personality status using the Website and/or the Services;
9. **Service Provider** – Projekt Katowice spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (address: Aleja Jana Pawła II 22, 00-133 Warsaw) entered in the register of entrepreneurs of the National Court Register kept by the District Court for Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under no. KRS 0000330592.

### General

1. These Terms of Service lay down:
  - the rules for using the Website;
  - the manner of Services provision by the Service Provider, and
  - the rules for Services usage by Customers.
2. Customers shall use the Website and/or Services in accordance with the rules set out in these Terms of Service.
3. The Service Provider shall provide the Services in accordance with these Terms of Service. If any of the Services shall require the Customer to accept any additional or amended Terms of Service, the Service Provider shall notify the Customer thereof before providing the Service at issue to the given Customer.
4. The Terms of Service and information about any changes made to the Terms of Service shall be provided to Customers on the Website free of any charge, in downloadable, printable and savable form. The Customer shall be bound by the Terms of Service made available in this manner.
5. Customers are required to review the Terms of Service before commencing to use the Website and/or Services and comply with them thereafter.
6. Commencement of the use of the Website and/or Services shall be tantamount to the acceptance of these Terms of Service.

### The Services

1. The Service Provider provides the Services to Customers. In particular, the Service Provider provides the Newsletter Service to Customers.
2. The Newsletter Service shall be provided in accordance with these Terms of Service.

3. The Service Provider may also decide to provide other Services, in which case it shall present the terms of each new Service to the Customers.

### **Newsletter Service**

1. As part of the Newsletter Service, the Service Provider shall email newsletters to Customers to the addresses indicated by them. The newsletter shall contain, in particular, information about promotion campaigns currently conducted in Galeria Katowicka, new stores opening in Galeria Katowicka, events to take place in Galeria Katowicka and other news concerning Galeria Katowicka.
2. The Newsletter Service shall be provided free of charge and for an indefinite period.
3. The newsletter shall be distributed no more frequently than every seven days.
4. Each newsletter shall contain:
  - information about its sender;
  - a description of its subject matter;
  - information about how to cancel the Newsletter Service subscription.
5. The Newsletter Service shall be subscribed to by:
  - filling in the Newsletter Service Form available on the Website;
  - accepting the Terms of Service;
  - consenting to the processing of the data disclosed in the Newsletter Service Form for the purposes of providing the Newsletter Service, and
  - clicking the "Sign In" button.
6. The Customer must provide an e-mail address to receive the Newsletter Service.

### **Services Provision Terms**

1. The Service Provider reserves the right to modify its Services or the operation of the Website. If any such modification shall require an amendment to the Terms of Service, the Customer shall be notified thereof in the manner stipulated in the Terms of Service.
2. The Service Provider reserves the right to refuse to provide or discontinue providing the Services if the Customer breaches the provisions of these Terms of Service.

### **Services Use Terms**

1. The Website and/or Services may not be used in any manner that shall be unlawful, in breach of these Terms of Service or infringing upon the legitimate interests of the Service Provider.
2. No action may be taken potentially hindering or preventing the operation of the Website and/or Services.
3. The Service Provider holds copyrights to the entire content of the Website and materials provided as part of the Services, including, but not limited to, graphic material, articles and photographs.
4. Access to the Website and the Services requires Customers to have:
  - an Internet connection and
  - a web browser capable of displaying HTML documents and enabling cookie files.

### **Agreement**

1. The Newsletter Service agreement is entered into by properly filling out the Newsletter Service Form.

### **Rights and Obligations of the Service Provider**

1. The Service Provider undertakes to provide the Services to the Customers.
2. The Service Provider shall endeavor to operate the Website without interruptions, although breaks may occur in the operation of the Website or provision of the Services if these shall be required to update data, eliminate errors or carry out maintenance. The Service Provider shall issue advance notice of any planned breaks in the operation of the Website or provision of the Services.

### **Personal Data Protection**

1. The Service Provider shall be the controller of the Customers' personal data processed in connection with the use of the Website and/or provision of the Services.
2. The Service Provider shall process the Customers' personal data to the extent necessary to enter into, agree the content of, amend or terminate the agreement for the provision of Services by the Service Provider, and exclusively for the purposes of proper provision of the Services in accordance with these Terms of Service and the Act on the Provision of Services by Electronic Means of 18 July 2002 (consolidated text in Journal of Laws of 2017, item 1219). The Service Provider shall process the Customers' personal data in accordance with the Act on Personal Data Protection of 29 August 1997 (consolidated text in Journal of Laws of 2016, item 922).
3. The Service Provider will indicate the data in the Newsletter Service Form that must be provided in order to enter into the Newsletter Service provision agreement. Personal data shall be disclosed on a voluntary basis. Failure to provide personal data may prevent the Service Provider from providing the Newsletter Service.
4. Customers filling in the Newsletter Service Form shall thereby also consent to the processing of their personal data.
5. The Service Provider, in its capacity as data controller, shall ensure security of the personal data disclosed by the Customers, and shall apply all the personal data security measures required under the applicable laws.
6. Customers shall have the right to review their personal data, to amend, update and correct this data, as well as to demand that the processing of this data be discontinued, in which case Customers shall be deemed to accept that the cessation of processing of their data may prevent the provision of the relevant Services.

### **Termination of the Agreement**

1. The Services provision agreement may be terminated by either party thereto.
2. Customers may terminate their Newsletter Service agreement by emailing a termination notice to the address: [www@galeriakatowicka.eu](mailto:www@galeriakatowicka.eu) or by clicking on link that terminates the Newsletter Service agreement – the link is available below the newsletter.

### **Complaints**

1. Customers shall have the right to file complaints concerning the use of the Website or the provision of the Services.
2. The complaints shall be reviewed by the Service Provider.
3. Customers may file their complaints:
  - using the contact form available on the Website;
  - by post, addressing their correspondence to: Galeria Katowicka, ul. 3 Maja 30, 40-097 Katowice;
  - by email to: [www@galeriakatowicka.eu](mailto:www@galeriakatowicka.eu).

4. Customers sending in their complaints must provide their given and family name, their email or postal address (depending on how they file the complaint), state their complaint and explain the reasons for filing it.
5. The Service Provider shall review each complaint within 14 days of its receipt.
6. Complaints shall be reviewed based on the provisions in these Terms of Service.
7. The Service Provider shall communicate its decision to Customers using the same means of communication that were used to submit the complaint.
8. Complaints reviewed by the Service Provider in compliance with these Terms of Service shall not be subject to re-examination.

#### **Contact Data for the Service Provider**

1. Customers may contact the Service Provider concerning matters other than complaints, such as when they have questions, opinions or suggestions with regard to the operation of the Website of the Services:
  - using the contact form available on the Website;
  - by post, addressing their correspondence to: Galeria Katowicka, ul. 3 Maja 30, 40-097 Katowice;
  - by email to: [www@galeriakatowicka.eu](mailto:www@galeriakatowicka.eu).

#### **Miscellaneous**

1. The Service Provider shall have the right to amend these Terms of Service. Any amendments made to these Terms of Service shall be notified to Customers by email to the addresses provided in the Newsletter Service Form at least 14 calendar days before the amended Terms of Service are due to come into force.
2. The date of the given version of the Terms of Service coming into force is listed at the beginning of the document. Amendments to the Terms of Service shall enter into force on the date indicated in the notice distributed to Customers, which shall be at least 14 calendar days after the date of notification of amendments to the Terms of Service. The amended Terms of Service shall be binding upon the Customer if the Customer does not notify the Service Provider of the cancellation of its Services subscription within 14 days of having been notified of the amendment of the Terms of Service.
3. The relevant provisions of the Civil Code, the Act on Personal Data Protection, and the Act on the Provision of Services by Electronic Means shall apply to all matters not regulated herein.

## PRIVACY POLICY OF THE WEBSITE

### ATTACHMENT 1

This Privacy Policy sets out the rules for processing and protecting personal data of Customers using the [www.galeriakatowicka.eu](http://www.galeriakatowicka.eu) website owned by Projekt Katowice spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (Aleja Jana Pawła II 22, 00-133 Warsaw).

Our goal is to provide adequate protection of the privacy of Customers using our Website and/or our Services, as required under the Act on the Provision of Services by Electronic Means of 18 July 2002 (consolidated text in Journal of Laws of 2017, item 1219, as amended). The Service Provider shall process the Customers' personal data in accordance with the Act on Personal Data Protection of 29 August 1997 (consolidated text in Journal of Laws of 2016, item 922, as amended).

The Website may provide links to other websites. The Service Provider shall not be liable for the privacy policies applied by the administrators of these other websites.

#### **Personal data controller**

Projekt Katowice spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (address: Aleja Jana Pawła II 22, 00-133 Warsaw) entered in the register of entrepreneurs of the National Court Register kept by the District Court for Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under no. KRS 0000330592, shall be the controller of the personal data of Customers processed in connection with their use of the Website and/or Services.

#### **Data collection**

1. The Website automatically collects data concerning the Website usage by Customers, the IP addresses of terminal equipment, the browser and operating system, dates and duration of visits to the Website, number of log-ons, number of subpages of the Website visited, and the content browsed.
2. Access to some functionalities of the Website and/or Services may require Customers to provide their personal data. Failure to provide this data may restrict the availability of some of the functionalities of the Website and/or Services.
3. A contact form and the Newsletter Service Form are posted on the Website. Customers filling out these forms are required to provide certain of their personal data.

#### **Data processing**

1. Customers wishing to subscribe to the Newsletter Service shall be requested to provide the following data: their given and family names, email address, phone number, gender, postal code and residence address.
2. If consent is granted for the use of the Newsletter Service, the newsletter shall be emailed to address provided by the Customer. Detailed rules for distribution of the newsletter are set out in the Terms of Service.
3. Information provided by Customers in the Newsletter Service Form shall be used to adjust the newsletter content to the Customers' needs and interests.
4. Personal data shall be processed subject to the consent of the data subjects. Customers grant their consent in this regard by checking the relevant box in the Newsletter Service Form.
5. Data provided by Customers in the contact form shall be used to respond to the questions posed using this form.

6. Personal data provided in the contact form shall be processed subject to consent of the relevant data subjects. Customers grant their consent in this regard by ticking the relevant box in the contact form.

### **Customers' Rights**

1. Customers shall have the right to review their personal data, to amend, update and correct this data, as well as to demand that the processing of this data be discontinued, in which case Customers shall be deemed to accept that the cessation of processing of their data may prevent the provision of the relevant Services.
2. Customers may cancel their Newsletter Service subscription at any time in the manner set out in the Terms of Service.

### **Cookie files**

1. The Website providing the Services uses cookie files, or cookies, in accordance with this Privacy Policy. The Website does not automatically collect any information than the information contained in the cookies.
2. The Website uses cookies, being IT data, especially text files, stored on the Customer's device (computer, phone or other device used by the Customer to access the Website), as the Website is being browsed. The cookie make it possible to identify the Customer's device the next time the Customer visits the Website.
3. Cookies are used:
  - to adjust the websites' content to Customer preferences and optimize Customer experience; in particular, cookies serve to identify the Customer's device and adequately display the website in line with the Customer's individual needs;
  - to produce statistics which allow us to understand how the Website visitors use individual pages, making it possible to improve their structure and content.
4. There are two basic types of cookies being used by the Website:
  - session cookies – temporary files which are stored on a Customer's device until logging out, leaving the website or closing the browser, and
  - persistent cookies – remain on a Customer's device for the period of time specified in the cookie or until the Customer deletes them.
5. The following kinds of cookies are used by the Website:
  - "strictly necessary" cookies which make it possible to use the services available as part of the Website;
  - cookies which are supposed to ensure user safety, e.g. by detecting any authentication breaches;
  - "performance" cookies which monitor the use of the Website;
  - "functionality" cookies which record information about choices made by the Customer and remember personalized interface settings, including the language, region, font size and display options;
  - "targeting" cookies which allow advertisements to be tailored to the Customers' areas of interest.
6. Many web browsers enable cookies on terminal devices by default. Customer may change cookie settings at any time, such as to disable automatic cookie handling in the browser settings or to be notified each time any cookies are downloaded onto the Customer's device. Further information about cookie handling is available in the web browser settings.

7. Cookie limitations might affect some functions offered by the Website.
8. Cookies stored on the Customer's device can also be used by advertisers and partners cooperating with the Website's operator.
9. More information about cookies is available in the "Help" section of the web browser menu.