

## TERMS AND CONDITIONS FOR ELECTRONICALLY SUPPLIED SERVICES

The Terms and Conditions for Electronically Supplied Services are established and published by Marshal Lion Group Sp. z o.o. with its registered seat in Warsaw, acting pursuant to Article 8 section 1 of the Act on Provision of Services by Electronic Means dated 18 July 2002 (Polish Journal of Laws of 2019, no 123 as amended).

### § 1. Definitions

The terms used in these Terms and Conditions shall have the following meaning:

- a) **Controller/Service Provider** – Marshal Lion Group Sp. z o.o. with its registered seat in Warsaw (02-541) at ul. L. Narbutta 30, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under the KRS number 0000750861, Tax Identification Number (NIP) 7010868821, National Official Business Register Number (REGON) 381416403, with a share capital: PLN 200,000.00 (paid in full);
- b) **Cookies** – computerized data, including, but not limited to text files that are stored on a terminal device of the Website User and intended for using the Website;
- c) **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- d) **Agreement** – agreement on the provision of electronically supplied services concluded by and between the Service Provider and the User subject to the terms set forth in these Terms and Conditions;
- e) **Service** – the service provided by the Service Provider via the Website and using the ICT system, which consists in enabling the User to use a contact form in accordance with these Terms and Conditions;
- f) **User** – a natural person, a legal person or a business unit without legal personality using the Service provided by the Service Provider via the Website or visiting the Website;
- g) **Terms and Conditions** – these “Terms and conditions for electronically supplied services”;
- h) **Website** – the website managed and operated by the Service Provider, available at [www.marshallion.pl](http://www.marshallion.pl).

### § 2. General provisions

1. These Terms and Conditions set forth the mode, scope and terms for the Service Provider providing the Service by electronic means via the Website available on the Internet, the terms

for concluding and terminating Agreements, the mode of claim handling proceedings, Website User personal data protection policy and Cookies information.

2. The contents of the Terms and Conditions may be recorded by the User by printing out, recording on a durable medium or downloading it from the Website at any time.
3. The Website User is required to review the contents of the Terms and Conditions before using the Service and to abide by the provisions hereof.

### **§ 3. Electronically supplied services**

1. As part of the Service, the Service Provider shall provide the User with the Service that consists in enabling the User to contact the Service Provider free of charge via a contact form.
2. The contact form may be used by every Website User after filling out the contact form's fields and consenting to the processing of personal data contained in this form for the purposes of contacting the User, as well as granting the appropriate consent, depending on the choice of the communication channel.
3. The User may withdraw all or only the selected consents at any time. Withdrawing consent shall not affect the lawfulness of processing carried out prior to the withdrawal based on the consent granted.
4. The User may at any time object to the processing of their personal data by the Service Provider for marketing purposes by sending an e-mail to: [biuro@marshallion.pl](mailto:biuro@marshallion.pl).
5. The Service rendered by the Service Provider entails responding to the User's message by sending an e-mail to the e-mail address provided by the User or calling the User at the contact number provided by them.
6. By using the contact form, the User accepts the terms of Service set forth in these Terms and Conditions.

### **§4. Terms for the provision of the Service by electronic means**

1. The Service Provider shall provide the Users with access to the Website free of charge for an unspecified period of time, 24 hours a day, every day of the week.
2. Access to the Website shall not be dependent upon the User fulfilling any special requirements. This access shall especially not require the User to register in the Website system nor to log into the Website.
3. Use of the Website requires Internet access and a web browser with Cookies enabled, and if the User wants to receive information from the Service Provider by e-mail, it is necessary for them to have at least one active e-mail account.
4. To use the Service properly, the User should have hardware enabling them to use the Website (e.g. computer, smartphone or tablet), where this hardware has Internet access as of the moment of accessing the Website, as well as software meeting the following minimum requirements, e.g.: Internet Explorer browser, version at least 7.0 or newer or Firefox, version at least 3.0 or newer with Cookies enabled.

5. The User shall cover the costs of Internet access and data transmission charges related to using the Website.
6. The Website User shall:
  - a) abstain from sending to the Service Provider any content that is offending, unlawful, infringing on personal rights of third parties protected by law, copyrights and third party's reputation;
  - b) not use the Service in a manner that is unlawful, contradicts the rules of social conduct or infringes the personal rights of the Service Provider;
  - c) abstain from using the Service to send to the Service Provider advertisements and any commercial information, including, without limitation, by sending unsolicited commercial information;
  - d) not conduct any activities that may hinder or disrupt the Website's operation.

### **§ 5. Execution and termination of the Agreement**

1. The Service is rendered by the Service Provider free of charge. The Service has been made available to the Website User under the "Contact" tab.
2. The parties to the Agreement are the User and the Service Provider.
3. The Agreement is concluded for an specified period of time as of the moment when the User starts using the Service and shall be terminated when the Service Provider responds to the User's inquiry sent by means of the contact form or calls the User.
4. The Agreement shall be concluded when the User clicks the "Send" button after properly filling out fields in the contact form that can be found under the "Contact" tab.
5. When the User uses the contact form by performing the activities mentioned under section 4 above, this shall be interpreted as the User granting consent for the Service Provider to render the Service.
6. The User may opt out from the Service before being contacted by the Service Provider. To opt out from the service, it is necessary to send a Service opt-out statement via e-mail to the Service Provider at [biuro@marshallion.pl](mailto:biuro@marshallion.pl) using the e-mail address indicated by the User in the contact form.

### **§ 6. Intellectual Property Rights**

1. The Website includes information and materials (e.g. texts, graphics, logotype, photos, audio files, video files, data files, presentations, etc.) protected by copyrights and/or industrial property rights.
2. All rights to the information and materials mentioned under section 1 belong to the Service Provider.
3. The User may use the information and materials mentioned under section 1 above that have been posted on the Website only for personal use. Using the information and materials for different purposes than mentioned under the sentence above shall require the Service Provider's consent.

### § 7. Personal Data

1. Marshal Lion Group Sp. z o.o. with its registered seat in Warsaw (02-541) at ul. L. Narbutta 30, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under the KRS number 0000750861, Tax Identification Number (NIP) 7010868821, National Official Business Register Number (REGON) 381416403, with a share capital: PLN 200,000.00 (paid in full), shall be the Data Controller for the User's personal data, as defined in the GDPR.
2. The Data Controller will directly collect and process personal data of the User including: name, surname, e-mail address, contact telephone number and, in case of complaint proceedings mentioned under § 8 of the Terms and Conditions, company name, address of residence and/or registered address.
3. Personal data of the User will be processed by the Data Controller pursuant to voluntary consent, in accordance with Article 6(1)(a) of the GDPR, to be able to provide the best service via Internet, as well as to the extent and in order to:
  - a) perform the Agreement in accordance with Article 6(1)(b) of the GDPR;
  - b) conduct direct marketing to pursue the legitimate interests of the Data Controller in accordance with Article 6(1)(f) of the GDPR;
  - c) send commercial information by electronic means in the form of e-mail and use the provided e-mail address and phone number to conduct direct marketing via e-mail and telephone, to implement the legitimate interest of the Data Controller in accordance with Article 6(1)(f) of the GDPR;
  - d) fulfil the Data Controller's legal obligations to maintain compliance with the Polish law, in accordance with Article 6(1)(c) of the GDPR;
  - e) determine, investigate or defend against claims related to the provision of services or the processing of personal data – the processing of data is necessary to implement the legitimate interest of the Data Controller in accordance with Article 6(1)(f) of the GDPR, which consists in being able to establish, investigate or defend against claims.
4. The data of the User shall be processed in an automated manner, including in the form of profiling.
5. Recipients of the User's data may include entities authorized to receive them pursuant to separate documents, e.g. contracts, such as subcontractors and external entities providing the following services to the Data Controller: mail and shipments delivery, archiving, destruction of records, printing, IT and telecommunication services, accounting and financial services, legal services, audit, control and debt collection services.
6. The Data Controller will share personal data of the User with the entities indicated in section 5 above, only if it is necessary to perform the obligations and rights of the Data Controller resulting, inter alia, from applicable legal regulations.

7. Provision of personal data by the User is voluntary, but necessary for the Data Controller to fulfill their obligations related to the Website's functionality and the performance of the Contract.
8. Personal data of the User shall be processed for the period necessary to achieve the purpose of processing, i.e. in the scope of:
  - a) performing the Agreement – until termination of the Agreement, performance of all the obligations arising from the Agreement by both parties;
  - b) direct marketing – until the User submits an objection;
  - c) sending commercial information in an electronic form by e-mail and using the e-mail address and telephone number provided to conduct direct marketing via e-mail and telephone – until the User submits an objection;
  - d) fulfilling legal obligations of the Data Controller – until the expiry of the obligations to process data resulting from the provisions of law;
  - e) establishing, investigating or defending against claims – until the time when the claims related to the provision of services under the Contract or claims related to the processing of personal data are time-barred, or until the User submits an objection.
9. The Data Controller represents that in order to protect personal data, they apply security measures that meet the requirements of applicable law, including the requirements set out in the GDPR.
10. The Data Controller represents that they will not share, sell, rent or disclose personal data of the User in a different way than described in this paragraph, unless such obligation will result from the law.
11. Due to the fact that the personal data of the User may be transmitted via e-mail, the Data Controller informs the User about a possible intention to transfer personal data to a third country (outside the European Economic Area – EEA) in a situation where the e-mail server is located outside the European Union.
12. In case of processing data outside of the EEA, the Data Controller will secure cross-border data processing using appropriate security measures.
13. The Data Controller agrees to:
  - a) protect the personal data of the User through the use of appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risks associated with the processing of the User's personal data mentioned under Articles 32-36 of the GDPR;
  - b) exercise due diligence in the processing of the entrusted personal data.
14. The Data Controller will document any personal data breaches, including the circumstances of a personal data breach, its effects and the remedial actions taken to counter any further violations.
15. The Data Controller agrees to inform the User about any personal data protection breach, if the personal data protection breach could cause a risk of violating their rights and/or freedoms.
16. After withdrawing consent to the processing of personal data or after the User has filed an objection, the Data Controller undertakes to remove or return all personal data entrusted to them to the User without retaining any copies. This obligation does not apply to copies of documents covered by proceedings pending before law enforcement and judicial authorities, and will not apply

if the generally applicable provisions of law impose on the Data Controller an obligation to further process such personal data.

17. As a User, you will have the right to:
  - a) access your data,
  - b) correct your data,
  - c) request us to delete your data,
  - d) request us to limit the processing of your data,
  - e) transfer your data,
  - f) submit an objection against personal data processing,
  - g) withdraw your consent at any time, without affecting the lawfulness of the processing (based on the consent granted) carried out prior to the withdrawal.
18. The User also has the right to file a complaint with the President of the Personal Data Protection Office.  
(address: ul. Stawki 2, 00-193 Warsaw), if they believe that the processing of personal data by the Data Controller violates the applicable laws.

### § 8. Complaints

1. Website Users have the right to file a complaint in matters related to the provision of the Service covered by these Terms and Conditions.
2. The User may file a complaint electronically by sending it to the Service Provider's e-mail address: [biuro@marsallion.pl](mailto:biuro@marsallion.pl) or in writing by sending it to the registered address of the Service Provider: Marshal Lion Group Sp. z o.o., ul. L. Narbutta 30, 02-541 Warsaw, with the note: "Complaint".
3. The User's complaint shall include at least the data of the User, such as the name and surname and/or company name, address of residence/registered address, e-mail address and complaint description.
4. The Service Provider shall consider the complaint immediately after it is received, but not later than within thirty (30) days from the day the User's complaint was received.
5. The Service Provider shall submit a reply to the User's complaint using the same communication channel that was used by the User, unless the User clearly indicates that they want to receive a reply to the complaint through a different channel, indicating the type of such a channel.
6. A list of institutions dealing with out-of-court resolution of consumer disputes and information on the type of issues handled by the individual bodies is available at the Office of Competition and Consumer Protection's (UOKIK) website at [www.uokik.gov.pl](http://www.uokik.gov.pl)
7. The Provider informs that the President of UOKIK operates a contact point providing information on amicable dispute resolution. The User, as a consumer pursuant to the provisions of Article 22<sup>1</sup> of the Civil Code, may contact the point mentioned above:
  - a) via e-mail, by sending a message to [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or



- b) by phone – calling: (22) 55 60,332 or (22) 55 60,333  
[https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php)
8. The User mentioned under section 7 above, is entitled to use out-of-court complaint procedures, e.g.:
- a) request the voivodship Trade Inspection inspector to initiate proceedings concerning out-of-court resolution of dispute between the User and the Provider by providing mediation between the parties in order for them to resolve the dispute amicably or presenting the parties with a proposal for dispute resolution,
  - b) request the permanent arbitration board operated by the Trade Inspection to resolve the dispute,
  - c) use the EU ODR internet platform available at <http://ec.europa.eu/consumers/odr/>.

### § 9. Cookie Policy

1. The website uses Cookies and other technology from third parties, such as Google Inc., whose privacy policy can be found at <https://policies.google.com/privacy?hl=pl&gl=pl>.
2. By using functionalities of the Website the User gives consent for Cookies to be saved on the User's end device.
3. Cookies typically include the name of their originating webpage, storage time at the User's end device and a unique number.
4. The entity saving Cookies on the User's end device and accessing them is the Data Controller.
5. The Data Controller hereby informs that when the User connects to the Website, information on the number (including IP) and type of the User's or another natural person's end device, from which the User connects to the Website, is presented in the Website's system log files.
6. Cookies are used to:
  - a) tailor Website contents to User's preferences and optimize use of the Website, in particular the files allow to identify the User's device and appropriately tailor the Website to individual User's device needs,
  - b) create statistics helpful in understanding the User's use of the Website, allowing for improving structure and contents of the Website, in particular using Google Analytics tool.
7. The Website uses the following types of Cookies:
  - a) "strictly necessary" – Cookies allowing to use the services available as part of the Website, e.g. authentication Cookies used for services requiring authentication on the Website; these are necessary to ensure the Website's functioning and may not be disabled. These are usually used in response to User's actions connected with service request (setting User privacy preferences, logging in, filling in form etc.),
  - b) "functional" – Cookies allowing to "remember" selected Website User settings and personalize the interface, e.g. in terms of selection of language or region, font size, Website appearance etc.,

- c) “analytical” – Cookies allowing for counting visits and sources of traffic and measuring and improving Website efficiency. These show which elements of the Website are least and most popular and how the User navigates the Website; information collected from those Cookies will be used in creation of reports and charts; the Website uses the following analytical Cookies (from Google Analytics):

Name	Expiration time	Description
__utma	2 years from saving/updating	Cookie used to distinguish users and sessions. Created e.g. when no _utma cookies exist. The cookie is updated every time data is sent to Google Analytics.
__utmb	30 mins from saving/updating	Cookie used to determine new User sessions/visits. Is updated every time data is sent to Google Analytics.
__utmc	End of the browser session	Cookie operated in conjunction with _utmb cookie to determine whether the user was in a new session/visit.
__utmz	6 months from saving/updating	The cookie stores the User traffic source or campaign on the Website. Is updated every time data is sent to Google Analytics.
__utmv	2 years from saving/updating	Cookie used to store User-level custom variable data. Is updated every time data is sent to Google Analytics.

8. In many cases the software used to view webpages (web browser) allows storage of Cookies on the User’s end device by default. The User may change the Cookies settings at any time. Changes in the settings may include, but not be limited to blocking automatic processing of Cookies in web browser settings or information on every new cookie on the Website User’s end device.
9. The User may at any time revoke consent for Cookies to be saved on the User’s end device, by turning off Cookies download according to the instructions for the User’s web browser.
10. Detailed information on options for and methods of handling Cookies is available in software (web browser) settings. Methods for turning off Cookies in the most popular web browsers are presented below:
  - a) Firefox – <https://support.mozilla.org/pl/kb/W%C5%82%C4%85czanie%20i%20wy%C5%82%C4%85czanie%20obs%C5%82ugi%20ciasteczek>,
  - b) Internet Explorer <https://support.microsoft.com/pl-pl/help/17442/windows-internet-explorer-delete-manage-Cookiess>.
11. The Data Controller informs that limiting the use of Cookies may interfere with some of the Website’s functionalities, appearance of the Website’s contents or their readability.



12. The Data Controller undertakes to take measures to ensure high level of User safety regarding use of the Website, by using adequate administrative, technical and physical protections of data against accidental or illegal destruction, loss, unauthorized disclosure or sharing.

#### **§10. Final Provisions**

1. If specific services other than the Service available on the Website have their separate terms and conditions, those terms and conditions will be published on service-specific webpages.
2. The Terms and Conditions shall be governed by Polish law.
3. The Terms and Conditions enter into force as of 3 June 2019.