

TERMS AND CONDITIONS OF THE NEWSLETTER SERVICE OF BLACHPROFIL 2 SP. Z O.O.

§ 1

General terms and conditions

1. The Terms and Conditions of the Newsletter Service, hereinafter referred to as the "Terms and Conditions", set out the rules for the provision of the service of delivering the content of our Newsletter by electronic mail (hereinafter referred to as the "Newsletter Service") by the Service Operator.
2. The Terms and Conditions have been established pursuant to Article 8(1)(1) of the Act of 18 July 2002 on Providing Services by Electronic Means.
3. The Service Operator is Blachprofil 2 Sp. z o.o. with its registered office in Kraków (30-527), Nadwiślańska 11/139, registered in the Register of Entrepreneurs of the National Court Register under KRS number: 00000369912, whose registration files are kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, Tax Identification Number (NIP): 6762431701.
4. This Newsletter Service requires Internet access and possession of an e-mail address (hereinafter referred to as the "e-mail"), but it is not necessary to meet specific technical requirements apart from having a standard operating system and a standard web browser.

§ 2

Definitions

E-MAIL ADDRESS - designation of an ICT system enabling communication by electronic means.

PERSONAL DATA - all information concerning an identified or identifiable natural person processed by the Service Provider in order to deliver the Services specified in the Terms and Conditions as well as for statistical purposes related to the operation of the website: **www.bp2.eu**.

NEWSLETTER – newsletter of Blachprofil 2 Sp. z o.o. sent to the Service Recipient, constituting a service provided by electronic means, within the meaning of Article 2(4) of the Act of 18 July 2002 on Providing Services by Electronic Means.

SERVICE OPERATOR (SERVICE PROVIDER) - Blachprofil 2 Sp. z o.o. with its registered office in Kraków (30-527), Nadwiślańska 11/139, registered in the Register of Entrepreneurs of the National Court Register under KRS number: 00000369912, whose registration files are kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, Tax Identification Number (NIP): 6762431701.

TERMS AND CONDITIONS - this document defines the rules for using the service.

ICT SYSTEM - a set of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving data through telecommunication networks by means of a terminal device appropriate for a given type of network, as defined in the Act of 16 July 2004 on Telecommunications Law.

ICT COMMUNICATION MEANS - technical solutions, including ICT devices and software tools working with them, which enable individual and remote communication, using data transmission between ICT Systems, especially an e-mail.



SERVICE RECIPIENT (CLIENT) - a natural or legal person who uses the service provided electronically under the rules specified in the Terms and Conditions.

§ 3

Subject matter of the service

1. The Newsletter Service consists in sending by the Service Operator to the e-mail address (e-mail) provided by the Client messages containing information on the Operator's offer (including promotions and special campaigns) available in the domain **www.bp2.eu** as well as events related to the marketing of products offered by Blachprofil 2 Sp. z o.o.
2. By concluding the Newsletter Agreement with the Service Provider, the Service Recipient shall make available his/her e-mail, provided in the registration form to receive messages referred to in the aforesaid provisions.

§ 4

Terms and conditions of use

1. The Newsletter Service is **free of charge**.
2. The Newsletter Service may be used by any person who, in the Newsletter section of the **www.bp2.eu** domain, will:
 - a) provide his/her e-mail address,
 - b) choose one of the given fields: 1) I am a roofer; 2) I am a distributor; 3) I am an individual client,
 - c) agree to process his/her personal data for marketing purposes,
 - d) click "Subscribe Newsletter" button.
3. Clicking the button referred to in § 4(2)(d) results in:
 - a) acceptance of the provisions of the Terms and Conditions,
 - b) sending the provided e-mail address to the Service Provider,
 - c) launching the Newsletter Service.
4. The Client using the Newsletter Service is obliged to refrain from providing illegal content, particularly in the scope of giving someone else's data without the permission of authorised persons.
5. Individual messages sent as part of the Newsletter Service constitute works within the meaning of copyright law and are subject to the protection specified by legal provisions. Any copying, modification and use in a manner inconsistent with the intended purpose or without the consent of the Service Operator may constitute a legal violation.

§ 5

Service duration

1. The Newsletter Service Agreement is concluded for an indefinite period of time.



2. The Service Recipient has the right to terminate the Newsletter Service Agreement with immediate effect.
3. A person using the Newsletter Service terminates the usage agreement by sending a statement to the e-mail pkudzia@bp2.pl or by regular mail to the Service Operator's address specified in § 1 of the Terms and Conditions.
4. The Service Operator may suspend or terminate the Newsletter Service after prior notification sent to the e-mail addresses provided by the Clients.
5. The Service Operator has the right to remove an incorrectly provided or non-existent Client's e-mail address.

§ 6

Personal data

1. The Service Operator is the administrator of personal data processed for the purpose of providing the Newsletter Service.
2. Blachprofil 2 Sp. z o.o., based on 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) – hereinafter referred to as "GDPR", and in connection with the Act on Providing Services by Electronic Means is, as a data administrator, entitled to process the Service Recipient's personal data in order to:
 - a) send the Newsletter containing the above-mentioned commercial and marketing information,
 - b) carry out the subscription of the Newsletter Service by electronic means, possible claims in this respect (i.e. under the agreement on providing services by electronic means) and to ensure the security of using the service provided by electronic means within the legitimate interest of Blachprofil 2 Sp. z o.o.,
 - c) fulfil a legally justified interest in securing information in the event of a legitimate need to prove facts, possible findings, investigation, or defence against claims,
 - d) perform an analysis and statistical research for: better selection of our products and services to meet the needs of the Operator's Clients, general optimisation of our products, improvement of service processes and building knowledge about clients in pursuance of our legitimate interest,
 - e) exercise the rights and complaints, update the data, and maintain the database of subscribers in pursuance of our legitimate interest.
3. Personal data will be processed based on the indication of an e-mail for the Newsletter Service.
4. Personal data shall be processed by the Service Provider in accordance with regulations of law and exclusively for the purposes related to the Newsletter Service (information on products and services available in the offer).
5. Providing personal data is voluntary yet necessary for the execution of the Newsletter Service.
6. Personal data shall be stored until the withdrawal of consent to receive the Newsletter Service and, after this period, on the basis of the Administrator's legitimate interest (e.g. defence against claims).



7. The Service Operator shall ensure that each person whose personal data it processes will be able to execute his/her rights in accordance with the law, including the right to access, correct, modify, delete or transfer his/her own personal data as well as the right to demand a restriction of personal data processing and to object to such processing under the terms of the relevant regulations. Every person whose data is processed is also entitled to lodge a complaint with the President of the Personal Data Protection Office.
8. Personal data concerning the Participants shall be protected by the Service Operator against any unauthorised access, as well as against other cases of their disclosure or loss or unauthorised modification of the indicated data and information by applying appropriate technical and organisational safeguards.
9. In matters concerning the processing of personal data reported while providing the Newsletter service not regulated in the Terms and Conditions, the relevant provisions of the Privacy Policy, whose content is available at www.bp2.eu, shall apply.

§ 7 Complaints

1. Complaints concerning the Newsletter Service should be sent to the following e-mail address pkudzia@bp2.pl or via post to the Operator's address.
2. For properly lodging a complaint regarding the service, the Service Recipient should provide at least the following personal data: given name, surname, correspondence address (if you want to receive a reply to the complaint in writing) or e-mail address (if you want to receive a reply to the complaint by e-mail), as well as a description of the irregularities in the Newsletter Service and the expectations regarding a customer complaint resolution.
3. The Service Provider shall consider the complaint within 14 days of its receipt.

§ 8 Final provisions

1. Copyright to the contents of the Newsletter belongs to Blachprofil 2 Sp. z o.o. and is protected in accordance with the provisions of the Act of 4 February 1994 on Copyright and Related Rights.
2. The Terms and Conditions shall apply from 30 July 2020.
3. The Terms and Conditions in force are available to the Service Recipient at **www.bp2.eu**.
4. The Service Provider undertakes to inform the Service Recipient of any changes made to the Terms and Conditions by uploading the consolidated text of the Terms and Conditions at **www.bp2.eu**.
5. Blachprofil 2 Sp. z o.o. has the right to change the provisions of the Terms and Conditions or introduce a new one. The Service Recipient will be informed about the change of the provisions of the Terms and Conditions or the introduction of a new one by e-mail sent to the address provided by him/her.
6. The new Terms and Conditions or amendments to the existing ones shall come into force 14 days after the date of notification to the Service Recipient. If the Service Recipient does not accept the amendments to the Terms and Conditions or the new Terms and Conditions, he/she shall have the right to terminate the Newsletter Service Agreement in the manner provided for in the Terms and Conditions.
7. The law applicable to all legal relations arising from the Terms and Conditions shall be Polish Law.



