

TERMS AND CONDITIONS OF NEWSLETTER PROVISION

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§ 1.

General

1. These Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") define the terms and conditions for the delivery of the Newsletter along with information about the launch of the Application, sent by the "NeoCode Studio" website, operating at the <https://neocode.studio/> Internet address (hereinafter referred to as the "**Website**").
2. The Terms and Conditions are the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (hereinafter referred to as the "**Electronic Services Act**").
3. The provider of the Newsletter is Łukasz Szarpak, conducting business activity under the name: NeoCode Łukasz Szarpak (address of permanent place of business: 28 Czeremchowa Street, 05 -501 Piaseczno), entered into the Central Register of Information on Economic Activity kept by the minister competent for the economy, with NIP: 1231498489, REGON number: 389653143 (hereinafter: "**Newsletter Provider**").
4. The Newsletter Provider can be contacted via:
 - 1) e-mail – at the following address: lukasz.szarpak@neocode.studio
 - 2) traditional post office – at the address: 28 Czeremchowa Street, 05-501 Piaseczno;
 - 3) phone number – at: 0048 668 538 173
5. Before subscribing to the Newsletter, the Subscriber is obliged to read the Terms and Conditions and the Privacy Policy.

§ 2.

Definitions

Capitalized words used in the Terms and Conditions shall have the following meanings:

- 1) **Application** – AI website builder app;
- 2) **Newsletter Provider** - term defined in § 1 section 3 of the Terms and Conditions;
- 3) **Consumer** - a natural person who enters into a legal transaction with the Newsletter Provider that is not directly related to his or her business or professional activity;
- 4) **Newsletter** – digital content within the meaning of the provisions of the Consumer Rights Act, including commercial information on the current operations of the Newsletter Provider (including information about new products and promotions available on the Website);
- 5) **Non-compliance** – it is understood as non-compliance of the Newsletter with the Newsletter Provision Agreement (the criteria for assessing the Newsletter's compliance with the Newsletter Provision Agreement are set out in Article 43k(1)-(2) of the Consumer Rights Act);

- 6) **Privacy Policy** - a document containing information on the processing of Subscribers' personal data by the Newsletter Provider;
- 7) **Entrepreneur** - a natural person, a legal person or an organizational unit without legal personality, to which special regulations grant legal capacity, conducting business or professional activity on its own behalf;
- 8) **Entrepreneur with Consumer rights** - a natural person conducting business or professional activity on their own behalf, who has concluded an Agreement with the Newsletter Provider directly related to their business activity, but which is not of a professional nature for that person, resulting in particular from the subject of their business activity;
- 9) **Terms and Conditions** – term defined in § 1 section 1 of the Terms and Conditions;
- 10) **Terms and Conditions of the Website** – term defined in § 1 section 6 of the Terms and Conditions;
- 11) **Website** - term defined in § 1 section 1 of the Terms and Conditions;
- 12) **Subscriber** – a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer rights, who has concluded a Newsletter Provision Agreement with the Newsletter Provider or has taken steps to conclude it;
- 13) **Newsletter Provision Agreement** – an agreement for the delivery of the Newsletter within the meaning of the provisions of the Consumer Rights Act, under which the Newsletter Provider undertakes to provide the Newsletter to the Subscriber free of charge for an indefinite period of time, and the Subscriber undertakes to provide the Newsletter Provider with personal data;
- 14) **Consumer Rights Act** – the Act of 30 May 2014 on consumer rights;
- 15) **Electronic Services Act** – term defined in § 1 section 2 of the Regulations.

§ 3.

Technical requirements

1. In order to receive the Newsletter, it is necessary to:
 - 1) connection to the Internet;
 - 2) having devices that allow you to use the resources of the Internet;
 - 3) use of a web browser that allows you to display hypertext documents on the screen of the device, linked to the Internet by a web service, and that supports the JavaScript programming language, and also accepts cookies;
 - 4) having an active email account.
2. As part of the Website, it is forbidden for Subscribers to use viruses, bots, worms or other computer codes, files or programs (in particular those automating the processes of scripts and applications or other codes, files or tools).
3. The Newsletter Provider informs that it uses cryptographic protection of electronic transfer and the Newsletter by applying appropriate logical, organizational and technical measures, in particular to prevent access to data by third parties, including SSL encryption, the use of access passwords and anti-virus or anti-unwanted software programs.
4. The Newsletter Provider informs that despite the application of the safeguards referred to in paragraph 3 above, the use of the Internet and services provided electronically may be at risk of malware getting into the ICT system and the Subscriber's device or gaining access to the data on this device by third parties. In order to minimize this threat, the Newsletter Provider recommends the use of anti-virus programs or means to protect identification on the Internet.

§ 4.

General Rules

1. The Subscriber is obliged to use the Newsletter in a manner consistent with the provisions of generally applicable law, the provisions of the Terms and Conditions, as well as with good practice.
2. The Subscriber's provision of unlawful content is prohibited.

§ 5.

Newsletter Provision Agreement

1. To conclude the Newsletter Provision Agreement, the Subscriber should provide the Newsletter Provider with an e-mail address and submit a declaration of consent to receive the Newsletter, reading the Terms and Conditions and Privacy Policy and accepting their provisions.
2. The activities referred to in paragraph 1 above may be performed in any way, in particular by filling in the electronic form made available on the Website by the Subscriber.
3. The Newsletter Provision Agreement is concluded for an indefinite period of time.
4. The Newsletter Provider informs and the Subscriber acknowledges that:
 - 1) the delivered Newsletter is not subject to subsequent updates;
 - 2) the frequency and timing of Newsletters are not predetermined and depend on the current situation of the Newsletter Provider.
5. The Newsletter is delivered by e-mail to the e-mail address provided by the Subscriber.
6. The Subscriber may terminate the Newsletter Agreement at any time and without giving any reason with immediate effect. In addition, pursuant to Article 27 et seq. of the Consumer Rights Act, a Subscriber who is a Consumer or an Entrepreneur with Consumer rights may withdraw from the Newsletter Agreement without giving a reason, within 14 (fourteen) days from the date of its conclusion.
7. Withdrawal from the Newsletter Provision Agreement or its termination, regardless of the basis for this action, requires the Subscriber to submit an appropriate statement to the Newsletter Provider. The statement referred to in the preceding sentence may be made by:
 - 1) clicking by the Subscriber on the link enabling the Subscriber to unsubscribe from receiving the Newsletter, which is sent with each Newsletter;
 - 2) sending the Newsletter Provider by the Subscriber a statement of withdrawal from the Newsletter Provision Agreement or its termination by e-mail. The statement referred to in this point 2 may also be submitted on the form constituting Appendix 2 to the Consumer Rights Act.
8. The Newsletter Provider shall suspend the delivery of the Newsletter to the Subscriber immediately after the Subscriber has performed one of the actions indicated in section 7 above.

§ 6.

Complaints about the Newsletter

1. The provisions of this § 6 apply only to Subscribers who are Consumers or Entrepreneurs with Consumer rights.
2. The Newsletter delivered to the Subscriber by the Newsletter Provider must comply with the Newsletter Provision Agreement at the time of its delivery.
3. The Newsletter Provider shall be liable for any Non-Conformity existing at the time of delivery of the Newsletter and disclosed within 2 (two) years from that time.
4. In the event of disclosure of Non-Compliance, the Subscriber may file a complaint requesting that the Newsletter be brought into compliance with the Newsletter Provision Agreement.
5. The complaint shall be submitted by e-mail to the address indicated in § 1 section 4 point 1 of the Regulations.
6. The complaint should include:
 - 1) Subscriber's name;
 - 2) e-mail address;
 - 3) a description of the Disclosure;
 - 4) request that the Newsletter be brought into compliance with the Newsletter Provision Agreement.
7. The Newsletter Provider may refuse to bring the Newsletter into compliance with the Newsletter Provision Agreement if this is impossible or would require the Newsletter Provider to incur excessive costs.
8. After considering the complaint, the Newsletter Provider shall provide the Subscriber with a

response to the complaint in which:

- 1) acknowledges the complaint and indicates the planned date of bringing the Newsletter into compliance with the Newsletter Provision Agreement;
 - 2) refuses to bring the Newsletter into compliance with the Newsletter Provision Agreement for the reasons set out in section 7 above;
 - 3) rejects the complaint on the ground that it is unfounded.
9. The Newsletter Provider shall respond to the complaint by e-mail within 14 (fourteen) days from the date of its receipt.
10. If the complaint is accepted, the Newsletter Provider shall, at its own expense, bring the Newsletter into compliance with the Newsletter Provision Agreement within a reasonable time from the date of receipt of the complaint and without undue inconvenience to the Subscriber, taking into account the nature of the Newsletter and the purpose for which it is used. The planned date of bringing the Newsletter into compliance with the Newsletter Provision Agreement is indicated by the Newsletter Provider in the response to the complaint.
11. In the event of disclosure of Non-Conformities, the Subscriber may submit a statement of withdrawal from the Agreement to the Newsletter Provider when:
- 1) bringing the Newsletter into compliance with the Newsletter Provision Agreement is impossible or requires excessive costs;
 - 2) The Newsletter Provider has not brought the Newsletter into compliance with the Newsletter Provision Agreement in accordance with section 10 above;
 - 3) The non-compliance persists despite the fact that the Newsletter Provider has tried to bring the Newsletter into compliance with the Newsletter Provision Agreement;
 - 4) The non-compliance is so significant that it justifies withdrawal from the Newsletter Provision Agreement without prior request from the Newsletter Provider to bring the Newsletter into compliance with the Newsletter Provision Agreement;
 - 5) it is clear from the Newsletter Provider's statement or circumstances that the Newsletter Provider will not bring the Newsletter into compliance with the Newsletter Provision Agreement within a reasonable time or without undue inconvenience to the Subscriber.
12. A statement of withdrawal from the Agreement may be submitted by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions.
13. The statement of withdrawal from the Agreement should include:
- 1) Subscriber's name;
 - 2) e-mail address;
 - 3) the date of delivery of the Newsletter;
 - 4) a description of the Disclosure;
 - 5) indication of the reason for submitting the statement, selected from among the reasons indicated in section 11 above;
 - 6) declaration of withdrawal from the Agreement.
14. The Subscriber may not withdraw from the Newsletter Provision Agreement if the Non-Compliance is insignificant.
15. If the Subscriber withdraws from the Newsletter Provision Agreement, the Newsletter Provider shall suspend the delivery of the Newsletter immediately upon receipt of the statement of withdrawal from the Newsletter Provision Agreement.

§ 7.

Processing of personal data

Information on the processing of personal data by the Newsletter Provider can be found in the Privacy Policy available at: https://neocode.studio/privacy_policy.pdf.

§ 8.

Out-of-court dispute resolution

1. The provisions of this § 8 apply only to Subscribers who are Consumers.
2. The Subscriber may use out-of-court methods of handling complaints and pursuing claims.
3. Detailed information on the possibility of using out-of-court complaint and redress procedures by the Subscriber and the rules of access to these procedures are available at the registered offices and on the following websites:
 - 1) district (municipal) consumer ombudsmen and social organizations whose statutory tasks include consumer protection;
 - 2) Provincial Trade Inspection Inspectorates;
 - 3) Office of Competition and Consumer Protection.
4. You may also use the Online Dispute Resolution (ODR) platform available at <http://ec.europa.eu/consumers/odr/>.
5. The Newsletter Provider informs that unless such an obligation arises from mandatory provisions of law, it does not use out-of-court methods of handling complaints and pursuing claims. In addition, the Newsletter Provider does not undertake to use the ODR platform referred to in section 4 above.

§ 9.

Amendment of the Terms and Conditions

1. The Newsletter Provider may amend the Terms and Conditions in the following cases:
 - 1) changes to the Newsletter Provider's details;
 - 2) changes in the Newsletter Provider's business activity;
 - 3) commencement of the provision of new services by the Newsletter Provider, modification of existing services or cessation of their provision;
 - 4) make technical modifications to the Newsletter requiring the provisions of the Terms and Conditions to be adapted to it;
 - 5) legal obligation to make changes, including the obligation to adapt the Terms and Conditions to the current legal status.
2. Subscribers shall be informed of the amendment to the Terms and Conditions by publishing the amended version on the Website. At the same time, the amended version of the Terms and Conditions will be sent to the Subscribers by e-mail.
3. The Subscriber who does not agree to the amendment of the Terms and Conditions may terminate the Newsletter Provision Agreement with immediate effect within 7 (seven) days from the date of receipt of the amended version of the Terms and Conditions by e-mail. Lack of notice shall be deemed to be consent to the amendment of the Terms and Conditions.
4. The Newsletter Provision Agreement shall be terminated by the Subscriber submitting to the Newsletter Provider a statement of termination of the Newsletter Provision Agreement. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Regulations.
5. Immediately upon receipt of the statement referred to in section 4 above, the Newsletter Provider shall suspend the delivery of the Newsletter.

§ 10.

Final provisions

1. The law applicable to the Terms and Conditions and the Newsletter Provision Agreement is Polish law. However, the choice of Polish law made in the preceding sentence does not deprive the Consumer of the protection resulting from the provisions of foreign law, which cannot be excluded by contract and which would apply in the absence of the choice of Polish law made in the preceding sentence.
2. The current version of the Terms and Conditions is effective from 12.03.2024.