



# Regulations of the Portal

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**SELF Internet**

**2010-03-23**

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## Article 1. INTRODUCTORY INFORMATION



- 1.1. According to the Polish Act of 18 July 2002 on providing electronic services (the Journal of Law 2002.144.1204 with amendments) and according to the law of the Republic of Poland, the regulations of the Portal define: definitions in use, technical conditions, rules of using the Portal, privacy protection, finances, rules concerning cancellation of the contract and suspension of the account, parties' liability, security principles, claims, duties of the service provider concerning providing electronic services, principles of the exclusion of responsibility of the service provider for the provision of electronic services, the principles of personal data security of body persons using electronic service, final regulations, annexes.
- 1.2. Each User, during registration or before purchasing any services, is obliged to read the content of the Regulations and its annexes.
- 1.3. During the detailed verification and while completing the order for services provided by the Partner, detailed regulations are applied of the Partner providing the service.

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## Article 2. DEFINITIONS



- 2.1. **Portal** – a webpage of tourist, leisure and cultural character, which has an arranged IT platform connected to the Internet. The owner of the Portal is the firm SELF Internet with its seat in Olesnica. It enables the Users using IT procedures, the content created by SELF Internet and other Internet resources. It also enables commercial transactions available via certified connections. The Portal has its own reserved logo, concept and regulations.
- 2.2. **Logo of the Portal** – the graphic design of the firm protected by law regulations.
- 2.3. **Concept of the Portal** – an idea of acting and working whose author is SELF Internet.
- 2.4. **Privacy Protection** – the set of undertakings aiming at personal data protection of the Partners, Users, Institutions and Co-workers.
- 2.5. **Regulations** – the present document, whose aim is to regulate the points of law and the scope of duties both of the Partners and the Portal Service.
- 2.6. **Contract** – voluntary agreement of the parties made between the Portal and the Partner or the User, regulating their rights and duties.
- 2.7. **Registration** – a voluntary act of transferring the necessary registration data by the User or the Institution expressing the will of using the Portal services.
- 2.8. **Registration Form** – an application used to introduce necessary registration data identifying the User or the Institution in order to execute the civil law contract made between the Partners and the Portal.
- 2.9. **Username** – an individual and free name given by the Partner, or User while making the registration.
- 2.10. **Status** – the legal position or condition of a person, institution or organization.
- 2.11. **Password** – a compound and secret group of signs (letters or numbers) introduced while making the registration.
- 2.12. **Account** – a special application which enables introducing and administrating data and taking advantage of the product assigned to the disposal of the Partner or User intra vires.
- 2.13. **Verification** – actions aiming at confirming data authenticity - the e-mail address introduced while making the registration.
- 2.14. **Service** – a group of people administrating and operating the Portal, i.e. the group of co-workers joined with the same aim, which is executing the terms of the present regulations and fulfilling the offer of the Portal.
- 2.15. **Partner** - an entity or a person related to the Portal and accomplishing on behalf of the Portal strictly determined tasks ensuing from the bilateral, legally binding contract.
- 2.16. **User** - a body or legal person having the capacity of making legal transactions and using the service provided via e-mail by the Portal.
- 2.17. **Institution** – a subject, firm, company, tourist agency, travel agency, association, organization, foundation, etc.
- 2.18. **Product** – a single or multiple Portal proposal of the character of an offer, at the disposal of a User, which enables accomplishing a specific task or providing a certain range of services.

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- 2.19. **Service** – performance via e-mail to the benefit of a Partner or User subsequent from the range of products.
- 2.20. **Additional Service** – an exceeding range of services provided to the benefit of the User who has made a registration.
- 2.21. **Data base** – an amount of information, private data, detailed information concerning offers and photos stored in the system, which have been voluntarily transferred by the Partner.
- 2.22. **Partner Program** – a system of recommending the Portal products.
- 2.23. **Advertisement** – electronically transformed information containing an offer, contact data and photos, issued as a part of services provided within the Portal.
- 2.24. **Commercial information** – each message aimed at promoting products, services or image.
- 2.25. **Accommodation** – an object providing paid lodging services which does not have a hotel status and which according to the Polish standards, has at the disposal at least 10 rooms and which after reaching the required standard, provides short-term paid lodging services.
- 2.26. **Object** – (hotel object) – any tourist and recreation establishment whose function is strictly connected with the Portal character.
- 2.27. **Hotel** – an object which according to the Polish standards, has at the disposal at least 10 rooms and after reaching the required standard, provides short-term lodging services.
- 2.28. **Motel** – a hotel establishment located on the side of a road, providing accommodation and parking services.
- 2.29. **Boarding house** – a hotel establishment which has at least 7 rooms and offers board and accommodation services.
- 2.30. **Campsite** – a guarded area with a special zone for parking campers and caravans or with special space for putting up tents, preparing meals and providing any other services connected with the tourist stay. Within the area of the campsite there can also be chalets of permanent character.
- 2.31. **Excursion house** – an establishment offering at least 30 lodgings, providing a minimum range of services connected with their stay.
- 2.32. **Youth hostel** – an establishment aimed at individual or group youth tourism with prevailing self-service.
- 2.33. **School youth hostel** – an establishment of educational character which enables broadening interests and talents and taking advantage of different forms of recreation and time management.
- 2.34. **Tourist hostel** – an establishment offering collective accommodation located along tourist routes, providing a minimum range of service connected with the client's stay.
- 2.35. **Camp field** – an establishment which is not guarded, with a special zone for putting up tents, providing minimum range of services connected with the client's stay.
- 2.36. **Hostel** – a place offering temporary and cheap accommodation with multi-bed rooms, frequently furnished with bunk beds. It's an object characterized by a common part of equipment and premises available for guests.
- 2.37. **Resort hotel** – a health care establishment located in the resort, which makes use of natural treatment resources and which provides accommodation services.

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- 2.38. **Tour** – a tourist recreation or leisure trip of package or non-package character. It may be a single or multiple holiday offers, which is arranged in a fixed place and time and within a range defined in the detailed specification.
- 2.39. **Event ticket** – a document confirming someone’s rights to use a specific service, e.g. a concert, match, performance which is already paid for.
- 2.40. **Couch ticket** – a document confirming someone’s rights to use a vehicular means of transport in fixed time and on a fixed route according to the specification made in transport documents.
- 2.41. **Plane ticket** – a traditional or electronic document confirming someone’s right to use services provided by airlines in fixed time and on a fixed air route according to the specification made in transport documents.

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### Article 3. TECHNICAL CONDITIONS



- 3.1. The owner of the Portal is the firm SELF Internet with the seat in Oleśnica, in Klonowa Street 12A/12, 56-400 Oleśnica.
- |            |   |                           |
|------------|---|---------------------------|
| - Web page | - | Selfinternet.com,         |
| - E-mail   | - | contact@selfinternet.com, |
| - Tel. no  | - | (+48) 71 72 321 59,       |
| - Fax      | - | (+48) 71 72 321 69.       |
- 3.2. The Portal is an electronic medium, where via connections and applications owned by the firm SELF Internet, tourist, holiday and cultural advertisements are issued and varied transport and service offers are displayed.
- 3.3. The authors of the information in the displayed advertisements and the disposers of all the displayed offers are only these Partners, who have signed an affiliation contract with the Portal and only these Partners decide on the time of issuing the advertisements and are responsible for the way of performing and the quality of provided service.
- 3.4. The Portal gives their Partners access to IT tools, search engines and advertising space and in no way does it take part in the process of performing the services nor does it take responsibility for the quality or performance of the service.
- 3.5. In order to use all the services, the Portal, the User and the Partner should have at their disposal appliances giving access to the Internet, e-mail account and appropriate software used for searching the resources of the Internet System. In some cases, to use all the functions, it may be necessary to activate, in the search engine, the record of safe transmission of data SSL, services Java Script, Java, Flash and cookies.

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## Article 4. USING THE PORTAL



- 4.1. It is unacceptable to use the Portal in an improper manner or inconsistent with its intended purpose.
- 4.2. It is forbidden to distribute pornographic and sexually explicit content, it is also forbidden to publish the idea of violating law, including, in particular affecting moral habits, depicting violence and promoting any discrimination and hatred. It is also not allowed to post content that infringes upon the personal interests of third parties, including the publication of the image and data of these individuals, their individual and group photographs, as well as any information regarding names, functions and positions. Furthermore, it is unacceptable to place content that infringes the copyrights and the use of words generally considered offensive. It is also prohibited to edit advertisements of competing operators, including in particular the placement of links leading to the portals of a similar profile.
- 4.3. The Portal reserves the right to remove images and content that it deems inconsistent with the rules or improper or inappropriate.
- 4.4. A user who is interested in the Portal's offer can search its resources via power-tools, and after the acceptance of the Rules of Procedure and its attachments may also use additional services.
- 4.5. The User acknowledges that the use of additional Portal services results in an automatic installation of an Account, to which the user has instant access and at any time may modify or remove it. Detailed data to log on concerning the www. Accounts will be forwarded to the address provided by the User when they use the additional services of the Portal for the first time.
- 4.6. The Users who already has an account can register by completing a registration form, and thus gain access to other services.
- 4.7. The User who has not used the services of the Portal yet, can immediately register, leaving out the phase of installing the account referred to in point 4.5 and thereby shortens the verification process.
- 4.8. The registration process is the act of concluding the contract for an indefinite period between the Partner and/or the User and the Portal and it results in installing an account with enhanced performance and increased capabilities. The installation of the account and using it is voluntary.
- 4.9. The User, during the registration, must introduce true data, whose scope and content is defined in the Registration Form and make acceptance of the Rules, together with its annexes.
- 4.10. The User can have only one Account. Installation of more than one User Account is possible after the Portal acceptance.
- 4.11. The account is assigned to only one relevant Partner, and it is prohibited to give access to the Account to third parties, as well as not being allowed to use the Account of other Partners.
- 4.12. The User acknowledges the following: the execution of all the activities collectively and separately, as contained in paragraphs 4.9., which is tantamount to the following declaration:

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"I have read the Regulations and I accept all its provisions, as well as the Privacy Protection rules included in that document. The data contained in the registration form, which I introduced myself during the Registration are true, and their transfer was voluntary. I also agree to process my personal data in accordance with the Act of August 29, 1997 on the Protection of Personal Data (final text: the Journal of Law of 2002, No 101, item. 926, with amendments) and I acknowledge the possibility of storing by the Portal Service, the information concerning hardware and software which I use now, as well as data on the IP address, browser type, internet address, date, time and number of views and inputs, and the record of operating system parameters, which will be used while browsing the Portal web pages."

- 4.13. A person authorised to represent the Institution acknowledges the following: the execution of all activities collectively and separately, as contained in paragraphs 4.9., which is tantamount to the following declaration:

"I have read the Regulations and on my behalf and on the behalf of the institution which I represent, I accept all its provisions, as well as the Privacy Protection rules included in that document."

The data included in the registration form, which were introduced during registration are true and consistent with the fact that their transfer was voluntary. At the same time, I express my consent for processing my personal data as well as the data of the Institution I represent according to the Act of August 29, 1997 on the protection of personal data (final text the Journal of Law of 2002, No 101, item . 926, with amendments.) and I acknowledge the fact that the Portal may store information on hardware and software, which is used by myself and by the institution which I represent, as well as the data concerning an IP address, browser type, internet address, date, time and the number of views, and entries and record of the parameters of an operating system, which will be used while browsing the Portal pages."

- 4.14. The User, joining the Portal community, expresses the will to refrain from any actions which would violate the privacy of other Users and third parties, and above all from the proceedings involving collection, processing and dissemination of information and personal data, also the User declares they will refrain from any actions which could impede or disrupt the operation of the Portal, and the actions which could hinder other users' access to the Portal as well as from unauthorised modification of data, destruction, damaging and removing accounts and taking any actions detrimental to the Portal, its Partners and Users.
- 4.15. Illegal activities are also those not mentioned in point. 4.1. and 4.2. and 4.9.-4.14. and which could lead to destabilisation of the balance of operating system and functioning of the Portal. If the Portal Service find any such illegal practices performed by the Partner or the User, in order to prevent continuation of the practices, they will take appropriate steps resulting in blocking or suspension of such account and initiate efforts to compensate for any losses incurred by the Portal, other Users, Partners or Co-workers.
- 4.16. If a Partner or a User insert in their advertisement contact data and other information and photos – under the reservation of paragraph 4.2. – they express consent to view the content by other Partners and Users, as well as defined by the Act of 4 February 1994 on copyright and related rights (final text: the Journal of Laws of 2006, No 90, pos. 631 with amendments.), waive any claims against the Portal in case of gratuitous use of the content and copying pictures for purposes related to the activities of the Portal, as well as in case of their removal.
- 4.17. A Partner or every User expresses commitment to respect copyright and property rights and rights ensuing from the registration of trademarks, utility and industrial designs of other Partners as well as of the Portal and its associates.

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- 4.18. Copying, processing, dissemination and use of the Portal content in whole or in part for commercial and any other purposes without the written permission of the Portal is prohibited and constitutes copyright infringement.
  - 4.19. The names, the concept of functioning and the layout of the Portal, as well as software and database are protected by law.
  - 4.20. The Portal Service reserves the right to intervene in the structure of the Panel (Account), in order to make corrections of irregularities in the work of applications and to take measures to remove distortions or problems in functioning, as well as to make upgrades.
  - 4.21. A Partner or any User acknowledges that in the moment of performing activities referred to in point 4.20. there may be distortions of the Panel (Account), or the operation could be completely blocked.

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## Article 5. PRIVACY PROTECTION

- 5.1. At the time of using the Portal services in accordance with paragraph. 4.5. and 4.7., an Internet user receives the status of the User and thereby agrees to insert and process their personal data by the Portal Service and by the Partners who have signed an affiliation agreement with SELF Internet in accordance with the conditions defined in Annex 1 to this set of Regulations.
- 5.2. The Portal makes the processing of personal data of their Users in accordance with the Act of August 29, 1997 Personal Data Protection (final text: the Journal of Laws of 2002, No 101, item. 926, with amendments) and the Act of July 18, 2002 of providing electronic services (unified text: the Journal of Laws of 2002, No. 144, item. 1204, with amendments).
- 5.3. Personal data and additional contact information provided or updated during registration later on will be used to make correct identification and to establish quick contact with the User by the Portal Service. The given access to personal information is required when placing an order, during the participation in the Affiliate Program and at the time of answering questions about functioning of the Portal. In addition, the Portal will use the resulting data to ensure a high level of service.
- 5.4. The Portal Service reserves the right to verify the identity and the veracity of information and makes the possibility of using the Portal by the Partner dependable on prior confirmation of veracity of the introduced data referred to in point. 4.6., via controlling the voluntarily sent copy of a relevant document by the proper user.
- 5.5. If copies of the documents referred to in paragraph. 5.4. are not delivered within 14 days from the date of notification, the portal may refuse to continue providing services and thus block access to accounts with immediate effect.
- 5.6. In the case of obtaining reasonable suspicions of outdated, unreliability or incompatibility with the truth of any data provided during registration or subsequent updates, the Portal Service get the power to call for the immediate removal of inaccuracies by the User and, in extreme cases, become entitled to immediate blocking access to the Account.
- 5.7. Each User via the Panel (Account) has the ability to update data, under the reservation of paragraph 5.8. and is obliged to correct the information if this is necessary or may require removal of these data in accordance with the Act of August 29, 1997 on the Protection of Personal Data (final text: the Journal of Laws of 2002, No 101, item. 926 with amendments).
- 5.8. There is no possibility of changing: name, surname and ID number related to it, as well as social security number and Tax Identification Number - if the data has been transmitted. Other data can be changed and modified in accordance with the Act of August 29, 1997 on the Protection of Personal Data (final text: the Journal of Laws of 2002, No 101, item. 926, with amendments).
- 5.9. The exception is the case of changing personal data such as name and / or surname, confirmed by the decision of competent institutions and proved with an appropriate letter, a copy of which must be sent via e-mail: [contact@selfinternet.com](mailto:contact@selfinternet.com) or fax: (+48) 71 72 321 69.
- 5.10. Users' personal data made available to the Portal voluntarily will not be revealed to any third parties or Institutions except situations defined in paragraph 5.11.
- 5.11. The Portal Service may be legally required to disclose the User's personal data in accordance with the Act of August 29, 1997 on the Protection of Personal Data (final text: the Journal of

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Laws of 2002, No 101, item. 926, with amendments), or may do so acting in good faith submitting to the requirements and judgments of court proceedings in progress, as well as in order to protect and defend their rights and property and the rights and properties of their Partners and Co-workers.

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## Article 6. FINANCES



- 6.1. Paid services will be provided by the Portal to Users only after the instruction and payment of a fee, according to the price list.
- 6.2. All the prices of the Portal services are gross i.e. include VAT on goods and services.
- 6.3. For the use of paid services of the Portal and at the request of the User, a VAT invoice is issued.
- 6.4. In case of self-delete of the Account caused by the User, the User is not entitled to a refund for the unused period.
- 6.5. If a lack of services would be the result of suspension of the Portal, or would ensue from extended, ongoing maintenance work over 7 days, then at their request, the User is entitled to a refund of the paid amount in proportion to the unused period.
- 6.6. The Portal does not provide for the possibility of individual negotiation of the amount of refund referred to in point. 6.5.

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## Article 7. CANCELLATION OF THE CONTRACT AND SUSPENSION OF THE ACCOUNT



- 7.1. The Portal Service reserves the right to immediate suspension of the operation of the Account without previous warning or to cancellation and blocking access to the Panel if they consider the actions of the User to be inconsistent with the content of these Regulations, or if they get conviction that the User's procedure may be harmful both with reference to the Portal as well as to other Partners and Users.
- 7.2. The Portal Service also reserve the right to cancel the subscription contract with the User, or to refuse the renewal of the contract for a further accrual period without giving any reasons, but observing the seven days' period of notice.
- 7.3. At any time the User may cancel the contract with immediate effect - without giving any reason.
- 7.4. The cancellation of the contract by the User consists in removing all the data from the User Control Panel. The removal is performed by the User.
- 7.5. The cancellation of the contract by the Portal consists in removing the User's Account and sending the notification by email.
- 7.6. In case of blocking or removing the Account referred to in point. 7.1., unblocking occurs at the request of the User after a previous removal of the cause of blocking, and installing a new Account after receiving the consent of the Portal.

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## Article 8. LIABILITY



- 8.1. The Portal is willing to provide services at the highest level and will declare a permanent and continuous maintenance of that level.
- 8.2. The Portal is not responsible for disruptions caused by circumstances outside their control, such as, but not restricted to: hardware failure or improper interference of Users and third parties, even if the adverse actions result in the loss of data, in incurring a loss or any other negative effects, and the Portal is not responsible for a temporary lack of Portal services, resulting from modification and maintenance of the system. The Users will be informed about these intervals and their duration.
- 8.3. The Portal is not liable for information published by the Partners, but the Portal reserve the right to change or even remove content prohibited by law and inconsistent with these Regulations, as well as any content which is deemed vulgar, abusive, insulting, or otherwise violating the principle of coexistence and good taste.
- 8.4. The Partner who publishes the prohibited content may suffer the consequences of criminal and civil liability in respect of all victims.
- 8.5. The Portal is not responsible for the behaviour of the Partners, or for services offered by them. The Portal is not responsible for the quality, safety, accuracy and reliability of the description, the ability of the Partner to implement the provisions of the bid. The Portal, according to its capacities, tries to verify data concerning the proposal and take necessary action to eliminate actions which are illegal or inconsistent with the rules of action.
- 8.6. The Portal does not have the possibility or legal instruments to check, monitor and verify the correctness of transactions entered via the application available on the Portal as well as to track the final result.
- 8.7. The Portal Service is not responsible for any transactions entered through the Portal, including, among others any claims related to services offered by Partners, including those concerning the incompatibility of the facts as described.

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## Article 9. SECURITY



- 9.1. The User acknowledges that the Username (e-mail) they have chosen can be changed depending on needs, as well as the Password which must contain between 5-12 large or small letters or numbers, without diacritics and special signs. At the same time the User understands the need for keeping this data in secret, and declares their willingness not to disclose it to anyone.
- 9.2. The User will change their password at least once every 30 days.
- 9.3. The Portal is not responsible for the unauthorised acts of third parties, including the illegal transfer of personal data and does not include any claims made by the victim User especially if the illegal acquisition was the result of burglary to the Panel (Account), because of failure to comply with paragraphs. 9.1. and 9.2.
- 9.4. The Portal is not responsible for the illegal use of stolen data of the Partners and Users, and any other negative effects of this action.
- 9.5. In case of claims made to the Portal by people who consider themselves victims in connection with the publication of photographs or personal data, and in particular, demands included in the paragraph 8.5., the Portal does not take any steps, and in particular, is not involved in the transmission of the demands to Partners responsible for the publications. Responsibility is taken only by those Partners who are authors of the content in question or those responsible for their emissions and the person who considers themselves victim should apply to those Partners with their claims.

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## Article 10. CLAIMS



- 10.1. The Partners and the Users can and should report on the disruption of the functioning of the Portal to the Portal Service via special application called "error" or by sending an e-mail message with the description of the problem to e-mail address: [contact@selfinternet.com](mailto:contact@selfinternet.com).
- 10.2. Claims will be considered by the Portal Service, and within 14 days from the moment of receiving them, an answer will be sent to the correct email address. At the same time there will be no response to the claims which are result of ignorance of the provisions of these Regulations or are result of a mistake or dissatisfaction with the level of services provided by a third party who is not the co-worker of the Portal.
- 10.3. The Portal Service has no obligation to send the complaint to the Entity appropriate for its consideration.

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## Article 11. FINAL REGULATIONS



- 11.1. These Regulations are available at: [www.us.regulationsterms.com](http://www.us.regulationsterms.com).
- 11.2. The Portal reserves the right to change the content of these Regulations and the Portal at any time without giving any reason.
- 11.3. These regulations come into force on the day of their publication on the Portal website.
- 11.4. In case of cancellation or amendment of any articles of these Regulations, made on the ground of a valid decision, the other provisions remain in force.
- 11.5. The Portal may, without informing the User, suspend all operations for reasons beyond their control.

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## **Annex 1 - PROTECTION OF PRIVACY**

We declare our willingness to respect the privacy of our Customers. Searching for offers and browsing proposals does not require any personal data. However, if the viewer wishes to participate in the program prepared by us, or wishes to use other services, in such cases, personal data is necessary for the proper and fair implementation of the provided services, and the following statement on Privacy Protection explains the circumstances and procedures of storing and processing these personal data.

### **Collection of personal data**

SELF Internet with Partner Companies, i.e.: METEOR PPHI U. Sp. Ltd., esky Sp. z oo, Poland TICKET Online Ltd, Voyager.com Sp. Ltd. is politely asking all potential customers to send their data voluntarily in order to make the correct identification or in order to establish quick contact. The delivery of personal data is required for placing orders or at the time of answering questions on the functioning of the Portal. In most cases, the scope of necessary personal information is limited to giving the e-mail address. However, in order to make the correct identification or when there is a need to place data in invoices and bills, it may be necessary to receive a wider range of information. SELF Internet reserves the right to gather and store information about hardware and software which is used by the Internet user, data for IP address, browser type, and internet address. They may hold the date and time of visits, number of page views and inputs, and they may also record the operating system parameters. This information will be used, while striving to improve the operation of the Portal, to maintain its high functionality and in order to keep statistics on page visits. SELF Internet may disclose contact information in the following situations:

- subordination to judgements and complying with the requirements of the court proceedings in progress;
- protection and defence of our rights and property, and of the rights and property of our Co-workers and Users

### **Control of personal data**

Personal data collected by us will not be shared under any circumstances to third parties and will not be used for any purposes other than marketing operations, such as information about special offers and promotions, and completing data while issuing VAT invoices or bills for the services listed in our offer. The data published on tickets or other receipts of sale will not be protected because we do not have the technical capacity of their security.

### **Access to personal data**

Each client has the ability to update their own data, to correct or remove it under the Act of August 29, 1997 on the Protection of Personal Data (final text: the Journal of Laws of 2002, No 101, item. 926 with amendments) and the Act of 18 July 2002 on electronic services (final text: the Journal of Laws of 2002, No 144, pos. 1204, with amendments).

### **Security of personal data**

We declare the commitment to ensuring the safety and commit ourselves to not disclose personal information. Helpful to this intention will be the latest technology which we have available to our disposal.

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## **Annex 2 - QUALITY POLICY**

We would like to gain (in agreement with our new Customers) and to keep (in agreement with our regular Customers) the conviction of our solidity and reliability. With this in mind, we will continue to maintain our standards of commitment to provide our Portal services at the highest possible level.

At the same time we declare that all controversial matters relating to the operation which are not clearly specified or are not defined in the binding regulations of the Polish law will be interpreted to our Customers' advantage.

Moreover, we express a readiness to change, when appropriate to do so, the appearance, character and operation of our Portal according to the hints, suggestions and needs of our Customers.

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