

## **Terms of using the <http://www.seryzgoliszewa.pl> website**

Using the <http://www.seryzgoliszewa.pl> website can only occur under circumstances specified in the following regulations. By visiting the <http://www.seryzgoliszewa.pl> website (further referred to as „Ceko website”, „website” or „site”) you are agreeing with the following terms (further referred to as “Legal Declaration”). In case you do not agree with the following terms, you are not authorized to use the website and are thus asked to leave it immediately. In case of breaking any rules written in the following Legal Declaration, your authorization to use the website will be immediately terminated. In case of violating any conditions in the Legal Declaration the authorization allowing the use of the site is immediately revoked.

Ceko Ltd. (further referred to as „Ceko”, „company” or „we”), with consideration of the agreements of pt. 7 below, is entitled to changing the conditions listed in the Legal Declaration at any time and upon its own discretion. Using the information posted on the website occurs under the most recent version of the Legal Declaration posted on the site.

### **1. Copyright laws**

The contents, graphic layout, source code as well as the resources posted on the website are under legal protection, especially in terms of copyright laws, and under certain conditions in terms of protection of industrial property. These laws apply to Ceko directly or based on a license. With reservation of exceptions resulting directly from the current law, any use of the contents, graphic layout and source code present on the Site is only allowed after being granted written permission from Ceko. Any unauthorized use of the contents and other protected elements of the Website, especially their duplication and distribution, can constitute as violation of the aforementioned laws, which can serve as ground for Ceko Ltd. to take legal action in order to protect the company’s rights. The contents of the Site can be used by you only in terms of permitted personal use. Using the Website as a whole or any of its parts for other purposes, especially – commercial, including copying, public display, sharing with third parties in any other way, can only occur after being granted a written permission from Ceko, and under condition dictated by Ceko. In order to receive permission to use the contents of the Site, one must contact Ceko by using the contact form available in the Contact tab (<http://www.seryzgoliszewa.pl/kontakt>). Using the resources published on the Website with an intent other than personal use, including copying, duplicating, using in other publications as a whole or in parts without written permission from Ceko is prohibited and is subordinate of civil law liability and criminal responsibility, as a result of the laws from the act from February 4<sup>th</sup> 1994 about copyright law and related laws (j.t. Dz. U. z 2006 r. Nr 90, poz. 631 ze zm.).

### **2. Protection of trademarks (service-related)**

Trademarks, logos, and service marks (further referred to as „Trademarks”) posted on the Site are registered trademarks belonging to Ceko or relevant entities. Being granted access to the Website cannot be interpreted as granting, by presumption, exclusion or in another way, of a license or the right to use the trademarks present on the Website without being granted permission from Ceko or another entity entitled to those trademarks.

### **3. The usage of links to other websites**

The following Website could contain links to websites of third parties, that do not fall under the control of Ceko. Ceko is not responsible for any website, that could be accessed via this Website. Ceko provides links to other websites solely for your comfort and for information purposes. Posting such links does not mean recommendation or any responsibility for the contents or usage of the websites belonging to third parties. Ceko especially doesn't bear any responsibility for the accuracy, timeliness, certainty, order or completeness of any information, data, opinions, advice or statements available on such websites.

#### **4. Changes and updates to the Website. Technical issues**

The resources and contents of the Website are auxiliary and informal, unless it is stated otherwise directly in the contents. Ceko will make informal commitment so that the resources on the Website are accurate and up to date, however Ceko does not exclude the possibility, that the Website could contain some errors due to technical issues or otherwise, uncertainties, typographic mistakes or contents that are out of date. And as consequence:

- Ceko reserves the right to change the contents, layout or services on the Website, including the descriptions of any products that are listed on it, at any time and without notice;
- Contents and resources posted on the website, if they were not confirmed to any user via e-mail or in writing as an element of pre-offer documentation, part of the offer or part of the agreement, cannot be base for any of the user's claims. Keeping the Website active subjects the decision of Ceko, which can a tany moment and without notice terminate the Website or start maintenance. Neither Ceko or any of the contractors that have taken part in the making, producting or delivering any content of the Site will not be held responsible for any direct, indirect, accidental, particular, resultant or criminal detriments, the loss of profits or losses being the result of a hiatus in the work of the website, coming from using or being unable to use the Site, even if Ceko was informed of the possibility of such losses taking place. The User using the Website is obliged to having an updated and complex antivirus protection. Ceko is doing everything in terms of virus monitoring on the Site, however will not be held responsible for any damage caused by viruses, that could damage computer devices or any other belognings in connection or as a result of using or having access to the Website.

#### **5. Sending resources via electronic mail**

In case of sending data (including messages, documents and files) to Ceko via electronic mail or the contact forms available on the Website, you are confirming, that:

- The resources sent by you do not contain anything against the law or things that are cannot be published for any other reasons; as well as those violating the rights of other people, especially copyrights,
- You are going to do what you can to search and delete any viruses and other elements from your messages, that could worken the quality or damage the message you are sending.

## **6. Personal data protection**

Ceko is paying great attention to personal data protection and any confidential information, that are delivered to the Company. Such information are used by us solely for purposes connected to efficient processing of your queries or materials as well as the personalization of the services offered by us.

What information do we ask for and how do we use it?

If you are contacting us wanting to access information, it could happen, that we ask you to state your name and last name and your contact details. It could happen that giving specific information about your query will also be necessary. The information is essential for us to determinate, which one of our employees is the most qualified to answer your question and send your important information or advice.

What information could be processed due to the usage of the Website?

- According to the decisions of the act from July 18th 2002 about provision of online services we can process the following data specifying the way you use online services (pt. 7 below – supplies):
- numbers identifying the end of the telecommunications network or the data communications you are using;
- information about the beginning, end and the range of each use of online services services;
- information about your use of online services.

Are there any concerns about data protection?

- Ceko has no control over the Internet or the elements of the Internet responsible for sending your queries or any other information to Ceko. That is why you are solely responsible for the protection of your own personal data, until those appear on the Ceko server.
- All personal and confidential information is stored by Ceko in a safe system protected with a special password. The access to this system is only granted to authorized employees of the Company. Moreover, Ceko is using technical and organizational means to ensure the protection of personal information in suitable for the threat and categories of personal data under protection according to the requirements stated in the current laws.

Is the information sent to a third party?

- No personal data or confidential information is given to third parties outside of the company. With a few exceptions being the result of the applicable laws czy, you have the right to to access your information to correcting it or demanding its deletion.

## **7. Online services agreement**

1. Due to using the Website (further referred to as „Website”) and as part of using it, Ceko is offering online services to its users. By online services, for the purpose of these regulations, we mean services like:

- sharing with clients/potential clients the catalogue for products distributed by Ceko (on the website: <http://www.seryzgoliszewa.pl/dlabiznesu>);
- sharing with clients/potential clients the information and advice in the “Blog” tab (on the website: <http://www.seryzgoliszewa.pl/blog>).

2. The online services agreement (further referred to as ‘agreement’) is made the moment, when the Client views any of the webpages (or subpages) on the Website, specified in pt. 2.
3. Online services are free to use and provided by Ceko solely in the range necessary to present the products offered by Ceko, as well as to share information and advice about the products of Ceko with the clients.
4. The agreement is made for indefinite period of time.
5. The Client has the right to end the agreement at any time by leaving the Website.
6. The products catalogue, according to art. 71 of the Civil Code, is not an offer, but solely an invitation for the Client to make an offer or start negotiating. Ceko reserves the right to change the contents of the catalogue of products and services at any time, in any way, and to withdrawing specific products.
7. A technical requirement necessary to use the online services is having installed an internet browser, e. g. Internet Explorer 8.0 (or newer), Mozilla FireFox 9.0, Opera 8.0, Chrome 10.0.
8. The provision of online services happens on terms specified in this point and according to the applicable law. Using those services happens anonymously and does not require any registration, however submitting a query about a product/service might require giving specific personal information, that are going to be processed on terms specified in the data processing agreement.
9. Ceko can terminate the Website at any given moment and with that end the agreement or change it’s contents in any way. Because of that the Clients have no right to make claims.
10. Contents of the Website, as well as its specific elements, e. g. written texts, photographs, graphics etc. and the articles posted on the „Blog” are using general rules or protection due to the copyright and related rights from February 4th 1994 (j.t. Dz. U. z 2006 r. Nr 90, poz. 631 ze zm.). Every Client is required to respect the copyright under the civil and criminal liability being a result of the act.
11. Contents of the Website can be used by the Clients solely under the permitted personal use. Using the Website as a whole or any of its parts for other purposes, especially – commercial, including copying, public display, sharing with third parties in any other way, can only occur after being granted a written permission from Ceko, and under condition dictated by Ceko. In order to receive permission to use the contents of the Website, one must contact Ceko via the contact form in the Contact tab.
12. Using the contents of the Website with a purpose different than personal use, that being copying, duplicating, using in other publications as a whole or in part without written permission from Ceko is prohibited and will lead to civil and criminal liability according to the law specified in pt. 10.
13. The agreement mentioned in pt. 7 is subject to the Polish law.
14. All disputes arising due to the execution of the aforementioned in pt. 8 agreement, as well as all disputes arising due to the Legal Declaration, including legal disputes against Ceko will be set only in the Polish court local for the Ceko Headquarters.

## **Cookies Policy**

The website („Website”) is supported by Ceko. The privacy policy specifies the rules of storing and access to the information on the User's devices via Cookies, serving to execute the online services agreement by CekoFser. Please read the following terms carefully before using the Website. By using the Website you are confirming that you accept these terms no matter if you will decide to give you personal information needed to use certain services (e.g. submitting a query) that will be used on terms specified in the agreement to process personal data. In case of any queries, comments or propositions concerning the following privacy protection policy and Cookies, please contact us via the address given below.

### **§ 1 Definitions**

1. Administrator - CEKO Ltd. based in Goliszew 3A, 62-817 Żelazków, signed by the Poznań District Court IX Economic Department of the National Court Register into the Register of Entrepreneurs of the National Court Register under nr KRS 0000271027, having the basic capital of 4 800 000 zł and NIP 618-004-81-63 and REGON 003342994,
2. Cookies – IT data, especially small text files, saved and stored on devices from which the User uses the Website
3. Administrator's Cookies – Cookies placed by the Administrator, connected to providing online services by the Administrator via the Website.
4. External Cookies – Cookies places by the partners of the Administrator, via the Website.
5. Website – a webpage, on which the Administrator offers online services, working under <http://www.seryzgoliszewa.pl/>
6. Device – electronic device used by the User to access the Website.
7. User - subject, for whom online services can be offered according to the regulations, or with whom an Agreement to perform online services has been signed.

### **§ 2. The kinds of Cookies used**

1. Cookies used by the Administrator are safe for the User's Device. Through this channel it is impossible for viruses, malware and unwanted software to access the device. wirusów lub innego niechcianego oprogramowania lub oprogramowania złośliwego. Those files help identify software used by the User and adjust the Website individually to every User. Cookies usually contain the name of the domain they come from, the time of keeping them on the Device and the assigned value.
2. The Administrator uses two types of Cookies:
  1. Session Cookies: stored on the User's Device and stay there until the end of the browser's session. Information stored in them is then permanently erased from the Device's memory. The mechanism of Session Cookies does not allow downloading any personal data or confidential information from the Device;
  2. Permanent Cookies: stored in the User's Device and stay there until deletion. Ending the browser's session or turning off the Device does not cause deleting the Cookies from the User's Device. The permanent Cookies Mechanism does not allow downloading any personal data or confidential information from the Device;
  3. The User can limit or turn off the access of Cookies to the Device. In case of using that option using the Website will be possible, aside from the services that due to their nature need Cookies.

Purposes for which Cookies are used:

1. The Administrator uses Own Cookies for the following purposes:

- a) Website configuration – adjusting the content of the Website to the User's preferences and optimizing the use of the Website;
- b) analysis and research and viewing audit – collecting general and anonymous statistic data, creating anonymous statistics via statistics tools, which help understand the ways Users are using the Website, which helps better its structure and contents;
- c) providing commercial services – presenting advertising messages adjusted to the User's preferences;

2. Administrator of the service uses External Cookies for the following purposes:

- a) Website configuration – adjusting the contents of the Website to the User's preferences and optimizing the usage of the Website, analysis, research and viewing audit – collecting general and anonymous statistic data via analytic tools Google Analytics – Cookies administrator: Google Inc. Based in USA,
- b) providing advertisement services – presenting advertising messages adjusted to the User's preferences with the use Google Adwords – administrator Cookies: Google Inc. based in USA, Adpilot Ltd. based in Warsaw
- c) sending e-mails to Users registered on the Website (if registration has taken place).

### **§ 3. Possibilities of defining the conditions of storing or getting access via Cookies**

- 1. The User can at any time and independently change the Cookies settings, defining the conditions or their storage and accessing the User's Device by Cookies. The aforementioned changes can be done by the User via the settings of their browser or by configuring the service. These settings can be changed in a way that blocks automatic Cookies support in the browser or informing of their presence everytime they are put on the User's Device. Detailed information about the options and way of supporting Cookies are available in the software's (internet browser's) settings.
- 2. The User can delete Cookies at any time by using the available functions of the browser they are using.
- 3. Limiting the use of Cookies can affect some functions available on the Website.