



TERMS AND CONDITIONS OF SERVICE

www.qbl-systems.com

CHAPTER 1. GENERAL PROVISIONS AND DEFINITIONS

- The Terms and Conditions define the terms and conditions of the provision of electronic services within the Website operating at www.qbl-systems.com, including the rights, obligations and conditions of liability of the Service Provider and the User. The Terms and Conditions also contain information that the Consumer is required to provide and Privileged Entrepreneur on the rights of a consumer the Service Provider is obliged in accordance with the applicable regulations, including the Act of 30 May 2014 on consumer rights (Journal of Law 2020.287, as amended).
- Basic definitions:
 - Terms & Conditions: these Terms of Service www.qbl-systems.com;
 - Service Provider: Wojciech Śliwka, conducting business activity under the name QBL Wojciech Śliwka, 17 Przemysłowa Street, 43-440 Golezów, Poland, entered into the Central Register of Economic Activity, NIP 5482074820, REGON 072926365;
 - Customer or User: a natural person, a legal person or an organizational unit without legal personality, but able to acquire rights and incur liabilities on its own behalf, using the Website. A Customer or a User is also a Consumer, if there are no separate provisions in relation to the Consumer in a given matter;
 - Consumer: A Client who is a natural person concluding a legal transaction with the Service Provider, not directly related to his or her business or professional activity;
 - Website: IT and information platform, available at www.qbl-systems.com, including the Information Service and offering access to the Electronic Services;
 - Electronic Service – a service within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2020.344, as amended), provided remotely, electronically by the Service Provider to the Client via the Website;
 - Contact Form – a script constituting a means of electronic communication available on the Website, enabling contact with the Service Provider;
 - Application Form – a script constituting a means of electronic communication available on the Website, enabling contact with the Service Provider in the event of ongoing technical requests or initiation of a complaint or warranty procedure
 - Newsletter – a free Electronic Service, an electronic distribution service provided by the Service Provider via e-mail, which enables all Clients using it to automatically receive from the Service Provider cyclical content of subsequent editions of the newsletter, containing information about the Website, including news on the Website;
 - Force majeure – is a sudden, unforeseeable event beyond the control of the parties, preventing the performance of the contract in whole or in part at all or for a certain period of time, which could not have been prevented or counteracted by due diligence (e.g. war, strikes, layoffs, shortages of raw materials or energy supplies, disruptions in the operation of factories, road blockades, extraordinary natural phenomena, epidemics, states of emergency);
 - A privileged entrepreneur with consumer rights - **natural person** concluding an Agreement directly related to its business activity, when it follows from the content of the Agreement that it is not of a professional nature for it, resulting in particular from the subject matter of its business activity, resulting from the CEIDG.
- The Terms and Conditions are available on the Website in a way that allows the User to obtain, reproduce and record its content. At the User's request, the Terms and Conditions are also made available in such a way that it is possible to obtain, reproduce and record its content using the ICT system used by the User (e.g. by e-mail).
- The User should read the Terms and Conditions.

CHAPTER 2: BASIC AND TECHNICAL INFORMATION

§ 1. Information for all Users

- Contact details of the Service Provider: address: 17 Przemysłowa Street, 43-440 Golezów, Poland, e-mail address: office@qbl-systems.com, phone number: +48 33 8544032. The Service Provider also provides another form of online communication, i.e. Contact Form available at www.qbl-systems.com.
- The Service Provider provides services in accordance with the Terms and Conditions.
- The Service Provider offers the following types of services provided electronically:
 - Information service;
 - Newsletter;
 - Contact.
- Technical requirements necessary to cooperate with the ICT system used by the Service Provider are a computer, laptop or other multimedia device with Internet access; access to e-mail; A web browser that allows you to display hypertext (HTML) documents for PCs, such as Internet Explorer, on a computer screen. Firefox; Chrome; Opera, Netscape, and for MAC OS: Safari; The recommended minimum screen resolution on a desktop computer is: 1024×768; enabling the possibility of saving cookies and Javascript in the web browser, it is recommended to use up-to-date software.
- The use of the Website may be associated with threats typical for the use of the Internet, such as spam, viruses, hacker attacks. The Service Provider takes steps to counteract these threats, but points out that the public nature of the Internet and the use of services provided electronically may be



associated with the risk of obtaining or modifying Users' data by unauthorized persons, therefore Users should use appropriate technical measures to minimize the above-mentioned threats, including anti-virus programs and programs protecting the identity of Internet users.

6. An agreement for the provision of free Electronic Services is concluded via the Website via the Internet. The User may terminate the use of free Electronic Services at any time by leaving the Website or resigning from the Newsletter. In such a case, the contract for the provision of free Electronic Services shall be terminated.
7. The use of the Website is voluntary.
8. It is forbidden for the User to provide illegal content.

§ 2. Additional Information for Consumers

1. The contract is not concluded for an indefinite period of time and will not be subject to automatic renewal.
2. The minimum duration of the Consumer's obligations under the agreement is the time of the Consumer's use of the Website.
3. The use of the Website by the Consumer does not entail the obligation to make a deposit or provide other financial guarantees.
4. The Service Provider is not obliged and does not apply the Code of Good Practice referred to in Article 2(5) of the Act of 23 August 2007 on Counteracting Unfair Market Practices (Journal of Laws 2017.2070, as amended).
5. It is possible to use out-of-court methods of handling complaints and pursuing claims in legal relations with Consumers, including the possibility of resolving disputes electronically using the ODR (online dispute resolution) platform, available at <http://ec.europa.eu/consumers/odr/>.

CHAPTER 3. CONTACT AND APPLICATION FORM

1. The User may use the Contact or Application Form at www.qbl-systems.com in order to contact the Service Provider, including directing an inquiry to the Service Provider or providing information to the Service Provider.
2. The use of the Contact Form is free of charge and requires the provision of specific data, the submission of statements and clicking on the "Send" field.
3. A message confirming receipt of the application will be sent to the User's e-mail address (provided by the User).
4. The Service Provider will take actions appropriate to the content of the message from the User received via the Contact and/or Application Form.

CHAPTER 4. NEWSLETTER

1. The purpose of the Newsletter service is to provide the User with the requested information.
2. The use of the Newsletter is free of charge and requires providing an e-mail address and submitting statements.
3. A link confirming the subscription to the Newsletter will be sent to the User's e-mail address. The use of the Newsletter is conditioned by the User having an active and correctly configured e-mail account.
4. The Newsletter Electronic Service is provided free of charge for an indefinite period of time.
5. The Client may resign from the Newsletter at any time by the option to resign from the Newsletter, sending an appropriate request to the Service Provider by e-mail to the following address: office@qbl-systems.com or in writing to the address of the Service Provider.

CHAPTER 5: NEWS SERVICE

1. The User has the right to use the Information Service in a manner consistent with its intended purpose, with the Terms and Conditions and with the relevant provisions of law, including by browsing the database of materials (texts, photos, etc.) constituting the content of the Information Service.
2. The use of the Information Service may take place to the extent permitted by applicable law, including the Act of 4 February 1994 on Copyright and Related Rights (OJ 2022.2509, as amended.). In particular, except for the cases specified in the provisions of the above-mentioned Act, it is forbidden to copy the materials or their parts, as well as to make them available to the public.
3. The Service Provider agrees to the use of the Information Service by the User on the terms set out in the Terms and Conditions.

CHAPTER 6. LIABILITY

1. The Service Provider shall be liable on general terms resulting from the relevant provisions of law. Liability under the warranty is excluded in legal relations with Customers who are entrepreneurs.
2. Subject to separate provisions concerning Consumers and Entrepreneurs privileged on consumer rights, the Service Provider shall not be liable:
 - a) for any damage resulting from the use of the Website by Users in a manner inconsistent with the law or the Terms and Conditions;
 - b) for any damage resulting from the cessation of the provision of Services or the deletion of the User's account, if this occurred for reasons attributable to the User or due to a breach of the law or the Terms and Conditions.
3. The Service Provider is not responsible for the content posted on websites placed in domains other than the www.qbl-systems.com to which links are provided on the Website.



CHAPTER 7: COMPLAINT PROCEDURE

1. Complaints regarding the Website and Electronic Services should be sent to the Service Provider's address in writing or via the Complaint/Contact Form.
2. The complaint should contain a detailed description of the subject of the complaint and the User's request.
3. The Service Provider undertakes to respond to the User's complaint within 30 days, and to the complaint of a Consumer or a Privileged Entrepreneur with consumer rights within 14 days. If the Service Provider does not respond to the complaint of the Consumer or Entrepreneur privileged on consumer rights within 14 days, it is considered justified by the Service Provider. The response to the complaint should be provided to the Consumer or Privileged Entrepreneur on the basis of consumer rights on paper or other durable medium. This disclaimer does not apply to a User who is a business.
4. If the complaint is accepted, the Service Provider will take appropriate action.

CHAPTER 8. PERSONAL DATA

1. The Service Provider processes the personal data provided by the Users in accordance with applicable law, including 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). L 119, 4.5.2016, hereinafter referred to as 'the Regulation').
2. The Service Provider ensures that this data is:
 - a) processed lawfully, fairly and in a transparent manner for Users and other data subjects;
 - b) collected for specific, explicit and legitimate purposes and not further processed in a manner incompatible with those purposes;
 - c) adequate, relevant and limited to what is necessary for the purposes for which they are processed;
 - d) correct and updated as necessary;
 - e) stored in a form that permits identification of the data subject for no longer than is necessary for the purposes for which the data are processed;
 - f) processed in a manner that ensures adequate security of personal data, including protection against unauthorised or unlawful processing and accidental loss, destruction or damage, by means of appropriate technical or organisational measures.
3. The Service Provider applies appropriate technical and organizational measures to ensure the protection of the personal data being processed, appropriate to the nature, scope, context and purposes of the processing and the risk of violation of the rights and freedoms of natural persons.
4. The Service Provider provides access to personal data and the exercise of other rights to Users and other data subjects, in accordance with applicable law.
5. The basis for the processing of personal data is the consent of the Users or the occurrence of another premise entitling to the processing of personal data in accordance with the Regulation.
6. The Service Provider guarantees the exercise of the rights of persons whose personal data are processed on the terms resulting from the relevant regulations, including the following rights:
 - a) the right to withdraw your consent to the processing of your personal data;
 - b) the right to information about their personal data;
 - c) the right to control the processing of data, including their supplementation, updating, rectification, deletion;
 - d) the right to object to processing or to restriction of processing;
 - e) the right to lodge a complaint with a supervisory authority and to use other legal means to protect your rights.
7. A person having access to personal data processes them only on the basis of the Service Provider's authorization or personal data processing agreement and only on the Service Provider's instructions.
8. The Service Provider assures that it does not make personal data available to entities other than those authorized under the relevant provisions of law, unless it is required by the European Union or Polish law.
9. In connection with its business activity, the Service Provider uses the services of other entities, including for the purpose of performing contracts. Personal data may be transferred:
 - a) hosting company,
 - b) providers of software to operate the Website,
 - c) Internet Service Providers (ISPs)
 - d) companies providing courier or postal services,
 - e) providers of electronic payment platforms,
 - f) invoicing software providers,
 - g) entities providing accounting services.



CHAPTER 9. INTELLECTUAL PROPERTY

1. The rights to the Website and the content contained therein belong to the Service Provider, unless otherwise provided for in the Website.
2. The address of the Website, where the Website is available, as well as the content of the website, are www.qbl-systems.com subject to copyright and are protected by copyright, industrial property law and intellectual property law.
3. All logos, proper names, graphic designs, videos, texts, forms, scripts, source codes, slogans, trademarks, service marks, etc. are registered trademarks and are the property of their respective owners. Downloading, copying, modifying, reproducing, transmitting or distributing any content from the www.qbl-systems.com site without the permission of the owner is prohibited.
4. The use of the Website does not imply the acquisition by the User of any rights, including rights to intangible goods, to the works contained therein. The User may use these works only to the extent permitted by the provisions of the Act of 4 February 1994 on Copyright and Related Rights (OJ 2022.2509 i.e. as amended).

CHAPTER 10. FINAL PROVISIONS

1. In matters not regulated by the Terms and Conditions, the relevant provisions of generally applicable law shall apply.
2. Any deviation from the Terms and Conditions must be made in writing, otherwise it will be null and void.
3. The court competent to settle the dispute between the Service Provider and the Client shall be the court competent for the registered office of the Service Provider. The court competent to settle the dispute between the Service Provider and the Consumer:
 - a) at the Service Provider's request will be the court having jurisdiction according to the general rules (the court of the Consumer's place of residence or stay),
 - b) at the request of the Consumer, the court competent for the place of residence of the Consumer (but this does not apply to cases in which the jurisdiction of the court is exclusive), the court competent according to the general rules (the court of the place of the Service Provider's registered office) or another court more convenient for the Consumer (according to Articles 31-37 of the Code of Civil Procedure). In the event of a dispute with an Entrepreneur privileged with consumer rights, the competent court is the court with territorial jurisdiction in accordance with the provisions of generally applicable law.
4. The Terms and Conditions may be amended by the Service Provider for important reasons, which include, in particular, changes in the provisions of generally applicable law, changes in the Service Provider's business profile or the Service Provider's offer, changes in the functionality of the Website.
5. The Terms and Conditions shall be in force from the date of publication on the Website, with the proviso that they do not infringe the acquired rights of the Users.
6. The Service Provider shall notify the User with whom a continuous agreement is concluded (e.g. subscribed to the Newsletter) of the amendment of the Terms and Conditions about the content of the amendments to the Terms and Conditions. The notification will be made by posting information on the Website and by the Service Provider's statement submitted electronically. If you do not accept the changes, you may exercise your right to cancel within 14 days. In the absence of a declaration, the change will take effect after 14 days from the date of notification.