



Przekrój.pl Terms of Use

I. Definitions

- 1. Przekrój Magazine** – the quarterly “Przekrój”.
- 2. User Account** – a functionality that enables access to services available on the Website, listed in the Terms of Use.
- 3. Newsletter** – an Electronic Service provided by Przekrój via electronic mail consisting of regular distribution of commercial information to Customers.
- 4. Subscription Period** – the term of the Digital Subscription.
- 5. Auto-Renewable Subscription** – a form of Digital Subscription provided at the User's request for subsequent automatically renewed Subscription Periods.
- 6. Digital Subscription** – in principle paid service provided electronically by Przekrój (within the meaning of the Act of 18 July 2002 on provision of electronic services; consolidated text in Dz.U.2017.1219) of making the content of Przekrój Magazine and the Website available.
- 7. Przekrój** – Fundacja Przekrój with its registered office in Warsaw, Aleja Róż 10/12, 00-556 Warszawa, entered in the Commercial Register of the Polish Court Register under KRS number: 0000750752, NIP: 7010868991, REGON: 381419318; the Website operator and publisher.
- 8. Terms of Use** – these Terms of Use.
- 9. Website** – the website with sub-pages in the domain www.przekroj.pl.
- 10. User or you** – a person using the Website.

II. Basic provisions

- 1. Services made available on the Website are payable or free of charge. In addition, the use of specific Website services, such as the Newsletter or access to the paid Website parts, may require a user registration.**
- 2. Offering the use of the Website is a service provided electronically by Przekrój to Users, within the meaning of the Act of 18 July 2002 on provision of electronic services (consolidated text in Dz.U.2017.1219), under an agreement between the User and Przekrój and on the basis of the Terms of Use.**
- 3. These Terms of Use apply to all Services provided on the Website, except for services regulated by separate terms and conditions. Przekrój identifies on the Website types of services that are provided on the basis of separate terms and conditions.**
- 4. Users should read these Terms of Use before using the Website. If you start using the Website within the scope not requiring registration, this will mean that you accept the terms and conditions of the Terms of Use in full. If it is necessary to register, the user who registers by ticking the appropriate box declares that he has read the Terms of Use, fully accepts and agrees to comply with them, which is voluntary, but necessary to use Services requiring registration.**

5. Personal data contained in registration forms and personal data collected automatically are processed in compliance with 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, GDPR). Consumers have the rights granted to them in the GDPR and Act of 18 July 2002 on provision of electronic services (consolidated text in Dz.U.2017.1219). For detailed information on the protection of personal data and privacy of Website users please refer to the "Privacy Policy".

III. Technical requirements and safety

1. In order to fully enjoy the Przekrój Website, including the Online Shop and Electronic Services, it is recommended to meet the following technical requirements:

a) an Internet connection (wired or wireless);

b) use of a web browser: Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Opera or Safari, or other compatible browsers, in the latest stable version made available by the browser's provider;

c) Javascript and Cookies storage enabled;

d) use of a minimum screen width of 300 px.

2. Failure to comply with the requirements indicated in point 3.1. does not prevent the use of the Przekrój Website, however, it may be the cause of its malfunctioning.

3. Disabling or interfering with JavaScript and Cookies (e.g. by using add-ons, overlays, custom settings and similar solutions) does not block your use of the Website, but may cause difficulties in connection with it and in using the Services. For detailed information on cookies, please refer to our Privacy Policy.

4. The use of Electronic Services may involve risks inherent in Internet activity.

IV. Website (content)

1. The purpose of the Website is to provide Internet users with access to materials distributed in the Przekrój Magazine and on the Website, including materials published in printed editions of the Przekrój Magazine, entered in the press register under the number Pr 18003 and access to other services provided electronically, in particular the digital edition of Przekrój magazine and Przekrój's archives.

2. All rights to the Website belong to Przekrój, and rights to particular elements of its content (i.e. texts, graphics, photographs, software and other legally protected elements) to Przekrój or to parties whose materials are lawfully made available by Przekrój on the Website.

3. The Website as a whole, as well as individual elements of its content, are subject to the protection provided for by the provisions of law, in particular the Act on Copyright and Related Rights of 4 February 1994 (consolidated text in Dz.U.2006.90.631); the Act on Database Protection of 27 July 2001 (Dz.U.2001.128.1402); Act on Combating Unfair Competition of 16 April 1993 (consolidated text in Dz.U.2003.153.1503).

4. The use of the Website and the materials distributed on the Website by its users is possible only within the scope of permitted by the Copyright and Related Rights Act and the Database Protection Act.

5. Any other use of the Website and/or its individual elements without Przekrój's written consent or without the written consent of other right holders is prohibited. This means that it is prohibited to copy, reproduce, put into circulation, or distribute in any form the Website and/or its individual elements, including a prohibition of distributing current articles available on the Website on political, economic or religious topics. Unlawful use of the Website and/or its elements will be subject to penalties under civil and criminal law.

6. For information on how to obtain a license to use specific legally protected materials published on the Website, please contact us by sending an e-mail: internet@przekroj.pl.

1. Newsletter – an agreement for the provision of Newsletter service shall be concluded upon:

a) subscription for the Newsletter by entering the e-mail address in the box to be found in the footer of the Przekrój Website – www.przekroj.pl – entitled “Newsletter” or by agreeing to receive the Newsletter while filling in the Account form by ticking the appropriate box;

b) the expression of consent to:

i. processing of personal data for direct marketing purposes by the Controller;

ii. sending information electronically in accordance with the Act of 18 July 2002 on provision of electronic services (consolidated text in Dz.U.2017.1219) in accordance with the Terms of Use for the provision of electronic services;

iii. using telecommunications terminal equipment for direct marketing purposes in accordance with the Telecommunications Law of 16 July 2004 (Dz.U.2018.1954); we will then ask you to confirm your consent.

iv. processing of personal data for third party marketing purposes;

c) choosing the method of providing the Newsletter service, i.e:

– by e-mail to an e-mail address; or

2. In order to receive the Newsletter, you must give the consents mentioned in points V.1.b.i to V.1.b.iii.

3. Your consent mentioned in point V.1.b.iv is optional.

4. The Electronic Newsletter Service is provided free of charge for an indefinite period of time. The Customer may at any time and without giving any reason unsubscribe from the Newsletter by sending an appropriate request to Przekrój, in particular by e-mail to: internet@przekroj.pl or in writing to the following address: Fundacja Przekrój, Aleja Róż 10/12, 00-556 Warszawa. After the cancellation, your e-mail address will be deleted unless you have expressly consented to the continued use of your personal data for other purposes or the continued use of your data is reserved by Przekrój in the cases permitted by law - in which case Przekrój will inform you immediately.

VI. Traditional mail advertising and your right to object

We reserve the right to process your name and postal address for our own advertising purposes, e.g. sending the latest offers and information about our Products by post. This is to safeguard our legitimate interest in contacting customers for advertising purposes. Advertising communications will be delivered by a data processing services provider contracted by Przekrój, to whom we transfer data entrusted to the Przekrój for this purpose. The Customer has the right to object at any time to the storage and use of the Customer's data by sending an email to: internet@przekroj.pl or in writing to the address: Fundacja Przekrój, Aleja Róż 10/12, 00-556 Warszawa.

VII. Digital Subscription – Basic provisions

1. Subscription is a service of making the content of the Przekrój Magazine and the content of the Website available during the Subscription Period, with the Auto-Renewable Content Subscription being made available in successive Subscription Periods.

2. The use of the Digital Subscription is not limited territorially.

3. The Digital Subscription Service is provided exclusively to Users who:

a) have an Account (an Account will be created for a User who does not have an Account after providing an e-mail address: in the process of buying the Digital Subscription through the Website;

b) accept the Terms of Use;

c) buy Digital Subscription or gain access to it under other terms and conditions provided for by Przekrój;

d) meet the technical requirement specified in point II.6 of the Terms of Use.

4. The Digital Subscription Service is provided by Przekrój.

Contact details:

Address: Fundacja Przekrój, Aleja Róż 10/12, 00- 556 Warszawa;

E-mail address: internet@przekroj.pl

**VIII. How to buy Digital Subscription**

1. To buy Digital Subscription via the Website, you must place an order on the Website (by clicking the “Add to Cart” icon, then clicking “Go to Cart and Place Order”, then fill in the "Order and Pay" form) and pay the price indicated on the Website. The User making the purchase should be at least 18 years of age.
2. The User who purchased the Package chooses the method of payment from among those indicated on the Website, i.e.: payment via PayU or PayPal. The User should submit a payment order within 14 days of the date of placing the order. If the User fails to pay within this period, the order will be cancelled and the agreement for access to the Digital Subscription expires.
3. The Digital Subscription purchased via the Website will be made available to the User after 14 days from the date of placing an order (i.e. after the expiry of the deadline for withdrawal from the contract), provided that the price is paid. At the User's request, the Digital Subscription will be made available to the User before the lapse of 14 days - after Przekrój receives a payment confirmation (a payment confirmation is sent to Przekrój via the Payment Operator generally no later than 15 minutes after the payment). The User who is a consumer, to whom the Package has been made available at his or her request before the expiry of 14 days for withdrawal does not lose the right to withdraw, but in the case of withdrawal the amount returned to him will be reduced proportionally from the day of making the Package available to the day of withdrawal.
4. The Digital Subscription Service in the form of a Auto-Renewable Subscription is provided if the User selects the option of self-renewal at the time of purchase. By checking the auto-renewal option, the User consents to Przekrój charging the price for subsequent Subscription Periods via PayU or PayPal in the amount indicated in the submitted order.
5. Payments for subsequent Subscription Periods under Auto-Renewable Subscription is made by collecting the price for the next Subscription Period by Przekrój. The price for the next Subscription Period is charged no earlier than 48 hours and no later than 24 hours before the start of the next Subscription Period.
6. You may at any time cancel auto-renewal by unchecking the auto-renewal option in you Account no later than 48 hours before the start of the next Subscription Period.
7. After placing an order and prior to the commencement of the service, Przekrój confirms order acceptance to the e-mail address provided by the User (being the Account ID).

IX. Right of withdrawal

1. Only Users who are consumers have the right to withdraw from the contract.
2. Within 14 days from the date of concluding the contract (i.e., also from the date of placing an order) for the Digital Subscription, the User may withdraw from the contract without giving any reason. The period for withdrawal from the contract expires after 14 days from the date of the contract execution.
3. In order to exercise the right of withdrawal, you must notify Przekrój of you decision to withdraw from the contract by way of of an unequivocal notice. A notice of withdrawal should be sent to the following e-mail address: internet@przekroj.pl or to the postal address of the Fundacja Przekrój, Aleja Róż 10/12, 00- 556 Warszawa.
4. The notice of withdrawal may be submitted on the form attached as Appendix no. 1 to the Terms of Use, but it is not obligatory.
5. In order to comply with the withdrawal period, it is sufficient to send information on the exercise of the right of withdrawal before the expiry of the withdrawal period to one of the addresses indicated above.
6. Subject to clause 7 below, in the event of withdrawal, the price paid for the Digital Subscription will be refunded to the User immediately and no later than within 14 days pf the date on which Przekrój was notified of the User's decision to withdraw. The refund will be made using the same payment methods that was used by the User in the original transaction. Under no circumstances will you be required to make any payments in connection with such refund.

7. If the Digital Subscription was made available at your request before the expiry of the 14-day withdrawal period, the amount paid by you will be refunded in proportion to the period of making the Package available to the User.

X. Final provisions

1. Przekrój will make every effort to ensure proper operation of the Website and particular services available on the Website, however, it is not responsible any interruptions in the operation of the Website or services available on the Website in the event of technical problems independent of Przekrój.

2. Przekrój reserves the right to temporarily shut down the Website in whole or in part due to technical interruptions, and to introduce new functional solutions, including those improving the safety and quality of the Website's operations.

3. Complaints, if any, regarding the operation of the Website, including those related to the use of the Digital Subscription, purchase, payment, etc. should be reported to: internet@przekroj.pl or to the postal address of the Fundacja Przekrój, Aleja Róż 10/12, 00- 556 Warszawa and should contain the following data: name of the person filing a complaint - first and last name, or corporate name (for institutions); subject of the complaint. Complaints will be reviewed by Przekrój within 14 days of the date of receipt of a complaint (containing the data referred to in the preceding sentence). A response to the complaint will be sent to the e-mail address indicated by the User, and in the case of a complaint submitted by traditional mail - to the address indicated by the User.

4. Detailed information on how a User who is a consumer may use out-of-court complaint and claim handling procedures and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, consumer protection organisations, Voivodship Trade Inspection Office and at the following web addresses of the Office of Competition and Consumer Protection:

<https://www.uokik.gov.pl/home.php>.

http://www.uokik.gov.pl/spory_konsumenckie.php;

http://www.uokik.gov.pl/sprawy_indywidualne.php;

http://www.uokik.gov.pl/wazne_adresy.php.

(files in Polish)

5. A User who is a consumer has, for instance, the following possibilities of out-of-court complaint handling and claim enforcement.

a) The User has the right to approach the permanent arbitration consumer tribunal, referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Dz.U.2001.25 as amended) for settlement of a dispute arising from the Purchase Agreement concluded by that User. The rules of the organisation and of permanent arbitration consumer tribunals are laid down in the Regulation of the Minister of Justice of 25 September 2001 on the rules of organisation and operation of permanent arbitration consumer tribunals. (Dz.U.2001.113.1214).

b) The User has the right to apply to the Voivodship Trade Inspection Officer, in accordance with Article 36 of the Act of 15 December 2000 on Trade Inspection (Dz.U.2001.4.25 as amended), for the initiation of mediation proceedings for an amicable settlement of a dispute between the User and the Seller. Information on the principles and procedure of mediation conducted by the Voivodship Trade Inspection Officer is available at its offices and on the websites of individual Voivodship Trade Inspection Offices.

c) The User may obtain free aid in resolving a dispute between the User and the Seller, using also free aid of a powiat (municipal) consumer ombudsman or consumer protection organizations (e.g. Consumer Federation, Association of Polish Consumers). Advice is provided by the Consumers' Federation at porady@dlakonsumentow.pl and by the Polish Consumers' Association at the free consumer helpline 800 889 866.

6. The online dispute resolution platform between consumers and traders at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and traders seeking out-of-court settlement of a dispute concerning contractual obligations arising from an online sales or service contract.

7. Any questions or comments regarding the Website operation should be reported to the administrator at internet@przekroj.pl

8. These Terms of Use will be effective from the moment they are made available on the Website, i.e. from 22.05.2019.

9. Przekrój reserves the right to make changes to the Terms of Use at any time. Changes will be effective from the moment they are made available in the Terms of Use on the Website.

APPENDIX no. 1 - FORM OF NOTICE OF WITHDRAWAL

Addressee: Fundacja Przekrój, Aleja Róż 10/12, 00-556 Warszawa;

E-mail address: internet@przekroj.pl

I/We hereby inform you of my/our withdrawal from the Digital Subscription Service Agreement,

Order date.....

First and last name(s) of the consumer(s)

Address of consumer(s)

e-mail address of the consumer to which the service was purchased....

Signature of consumer(s) (only if the form is sent on paper)

Date

Rules of the "PUZZLES" Contest

§1 General provisions

1. These Rules define the terms and conditions of the "Puzzles" Contest (hereinafter: "Contest"), which begins on March 20, 2019 and will continue until May 14, 2019 (hereinafter: "Period of the Contest").
2. The Contest is organized by the Przekrój Foundation with its registered office in Warsaw, Aleja Róż 10/12, 00-556 Warszawa, entered in the Commercial Register of the Polish Court Register under KRS number: 0000750752, NIP: 7010868991, REGON: 381419318 (hereinafter: Organizer).
3. The Contest is conducted in the territory of the Republic of Poland.

§2 Participants of the Contest

1. The Contest Participant (hereinafter: "Participant") may be any legal person with full legal capacity, excluding persons specified in point. 2.
2. Employees of the Organizer and persons employed by him on the basis of civil law contracts as well as family members of employees and co-workers may not participate in the Contest.

§3 The Contest procedure

1. In order to take part in the Contest, one should, during the Period of the Contest, properly resolve the puzzles published in issue 2 (3565) / 19 of the Przekrój quarterly: "Krzyżówka", "Wytęż wzrok" and "Rysudoku", and then send it by post to the following address: Przekrój przegr. poczt. nr 16, 00-902 Warszawa 133, with the note "Łamigłówki".
2. The prize (hereinafter: "Prize") will be received:
 - a) by each of the ten Participants who will first, by post mark date, send the correct solution, and
 - b) by each of the other Participants who will send the correct solution with the same date, by post mark date, as the date of the shipment of the last of the ten Participants indicated in point 1 above.
3. The list of names of the winners will be published in the No. 3 (3566)/19 quarterly Przekrój

§4 Awards

1. The Prize in the "Puzzles" Contest is a cup of the "Przekrój" quarterly and other gadgets selected by the Organizer.
2. The prizes will be sent by mail or courier to the Winners at the address provided by the Winners by 1 July 2019.
3. In case of non-collection of the parcel by the winners the parcel will be returned to the headquarters of the Organizer – Fundacja Przekrój, aleja Róż 10/12, 00- 556 Warszawa, from where the winners will be able to collect it in person.

§5 Correctness of the Contest procedure



1. Correctness of the Contest procedure is controlled by the Organizer.
2. In case of violation of the provisions of these Rules, the Participant is excluded from participation in the Contest.

§6 Complaint procedure

1. Complaints regarding the manner of conducting the Contest can be reported to the Organizer at the address: Fundacja Przekrój, aleja Róż 10/12, 00- 556 Warszawa, with the note "Łamigłówek".
2. The complaint should contain data allowing unambiguous identification and contact with the person lodging the complaint, such as name and surname, mailing address or telephone number, as well as a description of the circumstances constituting the basis for lodging the complaint.
3. Complaints are considered by the Organizer within 14 days from the date of receipt of the complaint. The participant will be notified about the complaint being considered by the Organizer to the address indicated by the Participant.

§7 Personal data

1. Sending the solution to the Organizer (also incorrect) means that the Participant agrees to the processing of his personal data.
2. The administrator of personal data collected during the Period of the Contest is Fundacja Przekrój z siedzibą w Warszawie, aleja Róż 10/12, 00- 556 Warszawa.
3. Categories of participants' personal data being processed: name, surname, mailing address.
4. The given data will be processed solely for the purpose of verifying the Participant, issuing the Winner's Prize, publicly mentioning the name in the Winners' personal list published in issue 3 (3566) / 19 quarterly Przekrój and for the purpose of considering the complaint. Providing personal data by the Participant is voluntary, although necessary for the proper conduct of the Contest and consideration of the complaint.
5. The personal data of the Participant will be kept for the period necessary for the statute of limitations for claims for participation in the Contest.
6. Due to the cross-sectional processing of the Participant's personal data, the Participant has the right to access their data (Article 15 of the GDPR), rectification (Article 16 of the GDPR), removal (Article 17 of the GDPR), processing restrictions (Article 18 of the RODO), transfer (Article 20 of the GDPR) and object to their processing (Article 21 of the RODO). Participation of the indicated rights by the Participant is possible by contacting the e-mail address iod@przekroj.pl.
7. The participant has the right to lodge complaints with the supervisory body competent for the protection of personal data - the President of the Office for Personal Data Protection.

§8 Final provisions

1. The Competition Rules are available on the website www.przekroj.pl.
2. The organizer reserves the right to change the provisions of the Rules in the event of changes in legal regulations or for another important reason.
3. The provisions of Polish law shall apply to all matters concerning the Contest and not governed by the Rules.

Online Store

www.przekroj.pl/sklep/kiosk

Terms and Conditions

Sale Agreement

1.1 Sale Agreement – an agreement on the sale of Products within the meaning of the Civil Code concluded by means of remote communication between the Customer and Przekrój via the Online Store.

1.2 Electronic Service – all services provided electronically by Przekrój, in particular, presenting Przekrój's current offer to the Customers, including prices and availability of individual products and making it possible for Customers to buy products, as well as to place an Order and conclude a Sale Agreement for Products.

1.3 Order - a declaration of intent made by a Customer through an Order Form made with a direct purpose of concluding a Sale Agreement.

1.4 Pre-Sale – A Sales Agreement with an extended delivery date. Every Item with an extended delivery date is classified as Pre-Sale.

2. ELECTRONIC SERVICES

2.1 Przekrój provides Electronic Services free of charge, in accordance with the Terms and Conditions, for an indefinite period of time. Przekrój uses its best efforts to provide uninterrupted, top quality and problem-free Services.

3. CONTRACT OF SALE OF PRODUCTS

3.1 Through its Website Przekrój presents the Products, their prices and descriptions, invites the Customer to conclude a Sale Agreement and enables the conclusion of such agreement.

3.2 For the avoidance of doubt, announcements, advertisements, price lists and other information published in the Online Store shall not be considered as an offer but as an invitation to conclude a contract. Neither do they constitute any warranties by Przekrój.

3.3 Photos and descriptions of Products placed in the Online Store are indicative and are intended only to present the Products to the Customer and create a general impression of the appearance and properties of the Products. In particular, the appearance of the Products on photographs presented in the Online Store may differ slightly from the external appearance of Products delivered to the Customer, which differences may result from other settings of the Customer's monitor, lighting conditions and other factors related to the parameters of equipment on which Przekrój Website is displayed. For the avoidance of doubt, this provision does not limit Przekrój's liability towards Customers.

3.4 An Order can be placed 24 hours a day, 7 days a week.

3.5 Placing an Order constitutes a declaration of will (offer) by the Customer expressing a direct intent to conclude a Distance Selling Agreement via the Online Store.

3.6 An Order is successfully placed, leading to the conclusion and performance of a Sale Agreement, after all of the following stages have been completed:

(a) The Customer chooses Products offered in the Online Store and adds them to an electronic cart;

(b) The Customer fills in the mandatory fields, i.e. first and last name, full address - street, house/apartment number, postcode, city, country, e-mail address; in order to facilitate communication, customers may also provide their phone numbers and add comments to the order;

(c) The Customer accepts the Terms and Conditions, chooses a delivery method and a payment method (PayU or PayPal service); to complete the Order, the Customer clicks on the "Order and Pay" box (before clicking on the "Order and Pay" functionality, Customers may still change Orders themselves);

(d) after selecting "Order and Pay" the Customer will be redirected to the selected payment services platform to pay for the Products;

(e) after the payment the Customer is redirected back to the Online Store.

(f) in response to an Order Przekrój sends a message to the e-mail address given by the Customer as an Order confirmation and acceptance of the offer submitted by the Customer, as well as confirmation of all material elements of the Order, or a message that it is not possible to accept it;

(g) The agreement will be concluded upon receipt by the Customer of the e-mail message referred to in point f. above.

3.7 The Sale Agreement is concluded by means of remote communication, i.e. the Internet through the Online Store.

3.8 The Sale Agreement is concluded in Polish.

4. PRICE AND PROMOTIONS OF PRODUCTS

4.1 Przekrój reserves the right to update prices of the Products offered in the Online Store, however, the price offered at the time of placing the Order, before making any changes, will be binding for the Customer.

4.2 Prices of the Products offered in the Online Store is given in Polish zlotys (PLN) and includes all applicable taxes. The price of the Products does not include information about shipping costs and custom duties if any. The Customer may find information about shipping costs separate on the Online Store website. Przekrój does not give information about possible customs duties. The Customer is informed about the total price of the Products including taxes.

4.3 Information about the total cost of the Order of Products is presented to the Customer after the Customer chooses the method of delivery and form of payment.

4.4 Promotions in the Online Store for the sale of Products may not be combined unless the rules of a given promotion do provide otherwise.

4.5 Promotions in the Online Store for the sale of Products are available as long as the stocks last.

5. PAYMENTS

5.1 Przekrój provides the Customer with two electronic payment systems:

(a) by PayU using one of the four available options: 1) by online or regular transfer; 2) debit or credit card; 3) BLIK – payment by code from Customer’s bank application; 4) electronic wallets of Google Pay, Visa Checkout, Masterpass; more information about PayU payment methods at <https://corporate.payu.com/> and https://static.payu.com/sites/terms/files/payu_terms_of_service_single_transaction_pl_pl.pdf (in Polish).

(b) by PayPal.

5.2 The provider of the PayU electronic payment system is PayU S.A. and of the PayPal system is PayPal Polska sp. z o.o.).

5.3 To use the selected electronic payment system, you must first read and accept terms and conditions made available to the Customer by a given electronic payment service provider before making the payment, as well as comply with these terms and conditions.

5.4 Customers must make a payment within 7 days of the date of conclusion of the Sale Agreement. After the expiry of the 7-day deadline, the Przekrój sets an additional 7-day deadline. After the expiry of the prescribed period, the Sale Agreement terminates without separate notices by the Customer or Przekrój.

6. DELIVERY

6.1 Delivery of the Products to the Customer is subject to payment unless the Sale Agreement provides otherwise.

6.2 Przekrój delivers Products as per the Customer's choice made when placing the Order via Poczta Polska - Pocztex or a domestic postal parcel or by courier service via DHL Parcel Polska. The costs of delivery of the Products are each time indicated in the Order Form.

6.3 Products may be delivered to the address indicated by the Customer, both in Poland and abroad.

6.4 The time of execution of the Sale Agreement by Przekrój is counted from the moment of crediting Przekrój’s bank account or settlement account (posting the payment), preparing Products for shipment until the moment of delivery of the Products to the carrier. The indicated period does not take into account the time of delivery of the Products by the carrier, i.e. from the moment of handover of the Products to the carrier until the moment of their delivery to the Customer by the carrier.

6.5 Items classified as Pre-Sale have an extended delivery date of 90 Business Days counted from the date of receipt of the payment by *Przekrój Magazine* (crediting *Przekrój Magazine’s* bank account with the payment) and having the Item prepared for shipping, to the moment the Item is handed over to the carrier. The time specified above does not include the time required for shipping, i.e. the time between collecting the Item for shipping to the moment of delivery to the Client by the carrier.

6.6 The provisions of the Sale Agreement will be fixed, secured, made available and confirmed to the Customer by sending to the Customer’s e-mail address and by attaching a printout of the confirmation to the shipment containing the Product or Products.

7. COMPLAINT PROCEDURE

7.1 Przekrój is obliged to deliver the Products to the Customer and to provide Electronic Services without defects.

7.2 If it is found that a Product or Digital Service has a physical or legal defect, the Customer is entitled to rights under an implied warranty (Polish: rękojmia) as provided for in art. 556-576 of the Civil Code. Przekrój is responsible for physical defects of the Product or Digital Service if this is found out within two years of the date of delivery of the merchandise to the Customer - then the Customer should make a complaint within one year of the date of discovery of the defect.

7.3 The Customer has the right to file a complaint:

(a) in writing to the following address: Fundacja Przekrój, Aleja Róż 10/12, 00-556 Warszawa;

(b) electronically to the e-mail address: internet@przekroj.pl;

7.4 In order to make it easier to consider a complaint, it is recommended to include the following in its description:

(a) Customer data;

(b) information and circumstances concerning the subject matter of the complaint, in particular the type and date of the irregularity;

(c) the Customer’s demand;

(d) information about the form of receiving a response to the complaint;

(e) contact details of the complainant - this will facilitate and speed up the processing of the complaint by the Service Provider. The requirements indicated in points (a) to (e) are recommendations only - their absence does not affect the effectiveness of the complaint.

7.5 Przekrój will respond to the Customer's complaint immediately, not later than within 30 calendar days of its submission. If Przekrój does not respond within the above period, this will mean that the complaint was accepted.

7.6 Customers who exercise rights under an implied warranty (Polish: rękojmia) are required to deliver the defective Products at Przekrój’s expense to the following address: Fundacja Przekrój Aleja Róż 10/12, 00-556 Warszawa.

8. THE RIGHT TO WITHDRAW FROM A CONTRACT OF SALE

8.1 A consumer who has concluded a distance selling contract has the right to withdraw from it within 14 calendar days without giving any reason and without incurring any costs. In order to meet the deadline, it is sufficient for the Customer to send a notice to Przekrój before its expiry. The notice of withdrawal from the Sale Agreement may be made:

(a) in writing to the following address: Fundacja Przekrój, Aleja Róż 10/12, 00-556 Warszawa;

(b) in an electronic form to the e-mail address: internet@przekroj.pl

8.2 Such a declaration may be made using a form of notice of withdrawal from the Sale Agreement (in accordance with the statutory form referred to in Article 30(1) of the Act on Consumer Rights), constituting (Appendix No. 1) to these Terms and Conditions. This does not limit the Consumer's right to submit any other clear statement to inform about his/her decision to withdraw from the Sale Agreement.

8.3 The period for withdrawal from the contract expires after 14 days from the date of delivery of the Products to the Consumer or a third party indicated by him/her, other than the carrier.

8.4 In the event of withdrawal from a distance selling contract, the contract shall be deemed not to have been concluded.

8.5 Przekrój is obliged to immediately, no later than within 14 calendar days of the date of receipt of the Consumer's notice of withdrawal, return all payments made by the Consumer, including the costs of delivery of the Products (except for additional costs resulting from the method of delivery chosen by the Customer other than the cheapest ordinary method of delivery available in the Online Store). Przekrój will make the refund by the same means of payment as used by the Consumer unless the Consumer has expressly agreed to another method of refund which does not involve any costs for the Consumer.

8.6 Przekrój may withhold the return of payments received from the Consumer until the receipt of the Products or until the receipt of proof of return of the Products by the Consumer, depending on which of the events occurs earlier, unless Przekrój has proposed the personal collection of the Products from the Consumer.

8.7 No later than 14 calendar days after withdrawal from the contract, the Consumer is obliged to return the Products to Przekrój or hand them over to a person authorized by Przekrój to collect them unless Przekrój has offered to collect the Product itself. In order to meet the deadline it is sufficient to send the Products back before its expiry. The Consumer may return the Product to the address: Fundacja Przekrój, Aleja Róż 10/12, 00-556 Warszawa.

8.8 The Consumer shall only be liable for any diminished value of the Products as a result of using them in a manner beyond what is necessary to determine the nature, characteristics and functioning of the Products.

8.9 Consumer may not exercise their right of withdrawal from a distance contract in the case of contracts: (1) for the provision of services if Przekrój has fully performed the services with the express consent of the consumer, who has been informed prior to the commencement of the services that after the Seller's performance he will lose the right to withdraw from the contract; (2) for the provision of the Product not manufactured, manufactured to the consumer's specifications or to meet his individual needs; (3) for the provision of Products which, after delivery, due to their nature, are inseparably combined with other items; (4) where the performance involves audio or visual recordings or computer software delivered in a sealed package if the package has been opened after delivery; (5) for the delivery of newspapers, periodicals or magazines, except for a subscription agreement; (6) concluded by a public auction; (7) for the delivery of digital content which is not recorded on a tangible medium if the performance commenced with the express consent of the consumer before the expiry of the withdrawal period and after the Seller has informed the consumer of the loss of the right to withdraw from the contract.

9. OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES AND RULES OF ACCESS TO THESE PROCEDURES

9.1 Detailed information on how a Customer who is a Consumer may use out-of-court complaint and claim handling procedures and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, consumer protection organizations, Voivodship Trade Inspection Office and at the following web addresses of the Office of Competition and Consumer Protection: <https://www.uokik.gov.pl/home.php>.

http://www.uokik.gov.pl/spory_konsumenckie.php; http://www.uokik.gov.pl/sprawy_indywidualne.php; <http://www.uokik.gov.pl/wazne> (files in Polish)

9.2 A Customer who is a Consumer has, for instance, the following possibilities of out-of-court complaint handling and claim enforcement.

9.2.1 The Customer has the right to approach the permanent arbitration consumer tribunal, referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Dz.U.2001.25 as amended) for settlement of a dispute arising from the Services agreement. The regulations on the organization and operation of permanent arbitration courts at Voivodship trade inspection officers are laid down in the Regulation of the Minister of Justice of 6 July 2017 on the rules of organization and operation of permanent arbitration consumer tribunals at Voivodship trade inspection officers (Journal of Laws of 2017, item 1356).

9.2.2 The Customer has the right to apply to the Voivodship Trade Inspection Officer, in accordance with Article 36 of the Act of 15 December 2000 on Trade Inspection (Dz.U.2001.4.25 as amended), for the initiation of mediation proceedings for an amicable settlement of a dispute between the Customer and Przekrój. Information on the principles and procedure of mediation conducted by the Voivodship Trade Inspection Officer is available at its offices and on the websites of individual Voivodship Trade Inspection Offices.

9.2.3 The Customer may obtain free aid in resolving a dispute between the Customer and Przekrój, using also free aid of a powiat (municipal) consumer ombudsman or consumer protection organizations (e.g. Consumer Federation, Association of Polish Consumers). Advice is provided by the Consumers' Federation at porady@dlakonsumentow.pl and by the Polish Consumers' Association and the Consumers' Foundation at the free consumer helpline 800 889 866.

9.3 The online dispute resolution platform between consumers and traders at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and traders seeking out-of-court settlement of a dispute concerning contractual obligations arising from an online sale or service contract.

10. PROVISIONS RELATING TO BUSINESS UNDERTAKINGS

10.1 This section of the Terms and Conditions and the provisions contained here apply only to Customers who are not Consumers, i.e. business undertakings.

10.2 Przekrój shall have the right to withdraw from the Sale Agreement concluded with a Customer who is not a Consumer within 14 calendar days from the date of its conclusion - in which case the withdrawal from the Sale Agreement may take place without giving a reason and shall not give rise to any claims against the Customer who is not a Consumer in relation to Przekrój.

10.3 In the case of Customers who are not Consumers, Przekrój has the right to limit the available payment methods, including requiring prepayment in full or in part, regardless of the method of payment chosen by the Customer and the fact of concluding the Sale Agreement.

10.4 As soon as the Products are handed over to the carrier by the Seller, all benefits and burdens associated with the Products and the danger of accidental loss or damage to the Products shall pass to the Customer who is not a Consumer. In such a case, Przekrój shall not be liable for loss, decrement or damage to the Products, which occurred from the moment of accepting the Products for transport until the handover of the Products to a Customer who is not a Consumer, and for the delay in transport of the shipment.

10.5 Pursuant to Article 558.1 of the Polish Civil Code, Przekrój's liability under the an implied warranty (Polish: rękojmia) for the Products towards a Customer who is not a consumer is excluded.

10.6 In the case of Customers who are not Consumers who use Electronic Services, Przekrój may terminate the contract for the provision of an Electronic Service with immediate effect and without indicating the reasons, by sending a relevant statement to the Customer who is not a Consumer.

10.7 Przekrój's liability towards a Customer who is not a consumer, regardless of whether he uses an Electronic Service or concludes a Sale Agreement and regardless of its legal basis, shall be limited both within the scope of a single claim, as well as for all claims in total - to the amount of the price paid and delivery costs under the Sale Agreement. Przekrój shall be liable towards a Customer who is not a Consumer only for typical damages foreseeable at the time of conclusion of the contract and shall not be liable for lost profits towards a Customer who is not a Consumer.

10.8 Any disputes arising between Przekrój and a Customer who is not a consumer shall be settled by the court having jurisdiction over the registered office of Przekrój, and the law applicable to agreements concluded with Customers who are not consumers, i.e. business undertakings, shall be Polish law.

11. PERSONAL DATA PROTECTION

11.1 Personal data is processed in accordance with the Act of 10 May 2018 on personal data protection (Dz.U.2018.1000), and GDPR – 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) (EU Official Journal L 119, p. 1), as well as other legal acts supplementing or replacing the above mentioned regulations.

11.2 Personal data controller

The controller of personal data is Przekrój Foundation with its registered office in Warsaw, Aleja Róż 10/12, 00-556 Warsaw.

11.3 Purpose of personal data processing

The data is processed for the purpose of the conclusion and performance of the Sale Agreement and provision of Electronic Services by Przekrój.

11.4 Acquisition of data by Przekrój

Personal data is collected directly from the User.

11.5 Type of data to be processed

(a) first and last name;

(b) mailing address;

(c) the e-mail address to which messages will be sent;

(d) contact number (if any);

(e) Internet behavior data - time spent on the Controller's websites and visits to particular websites.

11.6 Detailed rules for the processing of personal data and the use of Cookies are described in the Privacy Policy available on the Przekrój Website at "COOKIES AND PRIVACY POLICY".

12. FINAL PROVISIONS

12.1 The content of the Terms and Conditions is free of charge, without any time limits, made available to Customers at the following address: www.przekrojj/shop/regulamin. You may also print out the Terms and Conditions.

12.2 When using the Online Store the Customer must comply with law and good practices, having regards to personal rights, copyrights, and intellectual property rights made available on the Przekrój Website and of third parties, must not provide unlawful content. The Customer is obliged to enter data in accordance with the actual state of affairs.

12.3 The court competent to settle disputes arising from the Electronic Service or the Sale Agreement shall be a common court of substantive and local jurisdiction unless otherwise required by law.

12.4 The law applicable to the conclusion of the Sale Agreement is Polish law.

12.5 Agreements concluded through the Online Store are concluded in Polish.

12.6 The choice of Polish law on the basis of these Terms and Conditions does not deprive the Customer of the protection granted to him under the provisions which cannot be excluded by agreement between Przekrój and the Customer, and which could be applicable.

12.7 Przekrój reserves the right to modify the Terms and Conditions by making changes or additions in situations necessary to maintain the safety of the concluded Sale Agreements in the Online Store, in the event of changes affecting the implementation of the provisions of the Terms and Conditions, changes in legal regulations, changes in the method of payment or delivery and in the event of a change in the offer of the Online Store affecting its functioning.

12.8 The Przekrój shall inform the Customers about the planned change of the Terms and Conditions by providing relevant information on the main page of the Online Store and its maintenance for a period of at least 14 calendar days, while the Customers holding an Account shall also be notified about the planned changes via e-mail to the e-mail address indicated by the Customer.

12.9 The Customer is not obliged to accept the updated Terms and Conditions, however, the condition of using Electronic Services and the possibility of concluding a Sale Agreement is the acceptance of the Terms and Conditions of the Online Store.

12.10 In the event of concluding, on the basis of these Terms and Conditions, contracts of a continuous nature, the amended Terms and Conditions shall be binding on the Customer provided that the requirements specified in Article 384 and Article 384¹ of the Civil Code have been observed, i.e. the Customer has been properly notified of the changes and has not terminated the contract within 14 calendar days from the date of notification. However, the Customer who is a Consumer has the right to withdraw from the contract in the event that the change in the Regulations results in the introduction of any new fees or increase in the current ones.

12.11 In the event of concluding contracts of a different nature than continuous contracts on the basis of these Terms and Conditions (e.g. Sale Agreement), amendments to the Terms and Conditions shall in no way infringe the rights of acquired Customers who were Consumers before the date of entry into force of amendments to the Terms and Conditions, in particular amendments to the Terms and Conditions shall have no impact on Orders already placed or submitted and Sale Agreements concluded, executed or performed.

12.12 In the event that a particular provision of the Regulations is deemed invalid or ineffective, the invalidity or ineffectiveness of that provision shall not affect the validity or effectiveness of the remaining provisions of the Regulations. Przekrój will endeavor to replace an invalid or ineffective provision with a new, legally non-defective provision.

12.13 The Regulations shall enter into force on 13.11.2019.

Appendix no 1

FORM OF NOTICE OF WITHDRAWAL FOR THE TERMS AND CONDITIONS OF PRZEKRÓJ ONLINE STORE

(this form must be completed and returned only if you wish to withdraw from the contract)

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Addressee [here the business undertaking's name, full postal address and, where available, fax number and e-mail address should be GIVEN].

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I/We(*) hereby inform you(*) of my/our withdrawal from the contract of sale of the following products(*) from the contract of delivery of the following products(*) from the contract to perform a specific task(*)/provide the following services(*)

-

Date of contract execution(*)/collection(*)

-

Name of consumer(s)

-

Address of consumer(s)-

Signature of consumer(s) (only if the form is sent on paper)

-Date

(*) Delete as appropriate.

Enter your e-mail address

The administrator of your data is PRZEKRÓJ Foundation, registered in Warsaw, aleja Róż 10/12, 00-556 Warsaw, e-mail: fundacja@przekroj.pl. The administrator has appointed a Data Protection Officer, who can be contacted at the following e-mail address: iod@przekroj.pl. Please read the [Privacy Policy](#) for more information about our data policy.