

TERMS AND CONDITIONS OF THE "eSIGN" ONLINE SERVICE

The internet service available at <https://world.esign.pl/> is maintained by Super Savers Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, Aleje Jerozolimskie 204, 02 – 486 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the KRS (National Court Register) under the number: 000071131, with share capital of 10,000.00 PLN(paid in full), entered into the relevant records:NIP [Tax Identification Number]:5223111029, REGON (National Business Registry Number):369295914, phone: + 48 888 969 758, email address: biuro@esign.pl The Terms and Conditions define the types and scope of services provided electronically via the website, the rules for the provision of these services, the conditions for concluding and terminating the contract for providing electronic services and the complaint procedure.

§ 1 Definitions

1. "Website" - the website located on the Internet network and maintained by the Company at the address: <https://world.esign.pl/> and all functions and tools available through it;
2. "Terms and Conditions" - these Terms and Conditions, which define the types and scope of the services provided electronically via the Website;
3. "Service Provider" or "Company" - SUPER SAVERS Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (02 – 486), Aleje Jerozolimskie 204, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the KRS under the number:000071131, entered in the relevant records:NIP:5223111029, REGON:369295914;
4. "Service" - the service provided electronically by the Service Provider to the User via the Website;
5. "User" - a natural person, a legal person, an organizational unit without legal personality or any other entity using the resources of the Website in any way;
6. "Contact Form" - the form available on the Website which allows to submit an enquiry about the Service Provider's offer.

§ 2 The purpose of the Website

The Website enables Users to access information about the Company in the scope relating in particular to: information about the Company, information about the services provided by the Company, terms of cooperation and sales offered by the Company as well as the Company's contact details.

§ 3 Rules of using the Website

1. The Service Provider undertakes to provide services to the User in the scope and under the rules specified in the Terms and Conditions.
2. The User undertakes to use the Website in accordance with applicable laws and principles of social coexistence.
3. The Service Provider adheres to the rules of protection of Users' personal data, defined in particular by the provisions of the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws 2018.1000 dated 24 May 2018) and the Regulation of the European Parliament and Council (EU) 2016/679 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 the repeal of Directive 95/46/EC.
4. The Company processes personal data in accordance with the Privacy Policy set out in a separate document. The current content of the **Privacy Policy** can be found on the Website.
5. During registration, the User may voluntarily agree to receive commercial information sent by the Service Provider to the User's email address registered on the Website or by phone at the telephone number voluntarily provided by the User. The User will also be entitled to agree voluntarily to receive commercial information about the Service Provider when purchasing services (products) offered by the Company. In addition, the User may consent to receive commercial information by email from entities cooperating with the Service Provider.
6. The Service Provider, as part of its business activities, provides information about its products, new products and promotions to those Users who are interested in the Service Provider's offer - in the form of a newsletter subscription. During registration, the User may voluntarily agree to receive commercial information by email from entities cooperating with the Service Provider. The User's consent to the processing of the User's personal data by the Company is the condition for receiving the newsletter.
7. For the User to be able to use the services provided by the Company the following are indispensable:
 - 1) Device with access to the Internet,
 - 2) Internet browser that supports cookies,
 - 3) Access to electronic mail.
8. The User himself/herself pays the fees for the access to the network and data transmission, according to their internet service provider rates.

§ 4 General conditions for the provision of services

1. The Service Provider provides electronic services via the Website. These services consist in:
 - a) enabling the completion of the Contact Form in order to receive the Service Provider's offer,
 - b) enabling the completion of the Contact Form in order to obtain an answer to the question posed by the User in the contact form,
 - c) allowing to place an order for a free e-book

2. The contract for the provision of electronic services in the form of enabling the completion of the Contact Form in order to receive the Service Provider's offer is concluded for a definite period of time at the moment the User begins to fill out the Contact Form and it is terminated upon sending the completed Contact Form to the Service Provider or withdrawing from completing the Contact Form by the User.
3. Completing and sending the Contact Form is tantamount to having read and understood the Service Provider's Privacy Policy and constitutes consent to the processing of personal data in the scope necessary for the correct performance of the service by the Service Provider.
4. The contract for the provision of electronic services in the form of enabling the completion of the contact form in order to receive an answer to the question posed by the User in the contact form is concluded for a definite period of time at the moment the User begins to fill out the form and it is terminated upon sending the completed form to the Service Provider or withdrawing from completing the form by the User.
5. The contract for the provision of electronic services in the form of enabling the ordering of a free e-book is concluded for a definite period of time at the moment the User begins to make an order and it is terminated upon placing an order or withdrawing from placing an order,
6. The services referred to in point 1 are provided free of charge,
7. All prices provided on the Website are net prices, to which VAT tax (23%) should be added.

§ 5 Expression of interest in the electronic signature

1. The User interested in the Service Provider's offer for the sale of the Electronic Signature fills out the Contact Form available on the Website.
2. In filling out the Contact Form, the User indicates the parameters of the selected order and provides the necessary contact details (name and surname, email address, telephone number, voivodeship and city of residence),
3. After receiving the completed Contact Form, the Service Provider contacts the User in order to present a detailed offer along with a quote.
4. After the User has accepted the presented conditions, a decision is made as to where the person indicated by the Service Provider will travel in order to conclude the contract for the sale of the Electronic Signature with the User.
5. The contract for the sale of the Electronic Signature is concluded in the presence of both parties off the premises of the entrepreneur t), off the premises of the Service Provider and at a place located in Poland as indicated by the User,
6. Detailed terms and conditions of the sale of the Electronic Signature, the payment methods and the rights and obligations of the parties will be specified in the contract presented to the User at the place referred to in point 5.

§ 6 Withdrawal from the contract and complaint procedures

1. A user who is a consumer in the sense of art. 22 (1) of the Civil Code has the right to withdraw from a contract concluded remotely or off the premises of the entrepreneur within 14 days from the date of concluding the Contract.
2. Withdrawal from the contract may be effected by submitting a statement to the Service Provider via email to the following address: biuro@eisgn.pl or in writing by post to the address of the Service Provider.
3. In the event of withdrawal from the contract, the Service Provider will return the payment to the User within 14 days of receipt of information about withdrawal from the contract.
4. After activating the security certificate, the User, in accordance with art. 38 point 1, point 6, point 9 and point 13 of the Consumer Rights Act of 30 May 2014, has no right to withdraw from the contract due to the fact that the security certificate has been assigned to a specific User, which is an irreversible process resulting in the lack of possibility to resell or transfer this security certificate by the Service Provider to a third party.
5. In the event of non-performance or improper performance by the Service Provider of the services provided via the Website, the User is entitled to submit a complaint by email to the following address: biuro@eisgn.pl.
6. A correctly submitted complaint should contain the User's identifying information (name and surname or company name, home address or company address and email address), subject of the complaint and circumstances justifying the submission of complaint. If incomplete data is provided, the Service Provider may call on the User to complete the data within 7 days.
7. The complaint should be submitted within 12 months from the day on which the service was not performed by the Service Provider or within 12 months from the date on which the service was improperly performed by the Company.
8. The Service Provider shall consider the complaint within 14 days of its receipt.
9. If the time limit specified in point 6 is exceeded, the complaint will not be considered. The Service Provider shall immediately notify the User of the reason for not considering the complaint.

§ 7 Intellectual property

1. The content of the Website pages is the property of the Company.
2. All personal and property rights to any elements of the Website (graphic, text, page layout, etc.) are reserved. The Website and all its elements are protected by law, in particular the Act of 4 February 1994 on Copyright and Related Rights and the Act of 16 April 1993 on Combating Unfair Competition.
3. The mark "*eSIGN.pl*" and the figurative mark of the Company used on the Website are trademarks protected by the provisions of the Act of 16 April 1993 on Combating Unfair Competition.

§ 8 Payment service

The operator of payment cards used to pay for the services provided by the Company, including the services provided using the Website, is PayPro S.A., Agent Rozliczeniowy (settlement agent), ul. Kanclerska 15, 60-327 Poznań, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register.

§ 9 Information

1. The information contained on the Website may be updated with some delay.
2. The Company is not responsible for the content of external information and advertisements placed on the Website.

I. FINAL PROVISIONS

1. Using the Website is tantamount to the acceptance of the Terms and Conditions and the obligation to comply with them.
2. Understanding the Terms and Conditions is necessary for appropriate use of the Website and the services provided by the Company. Any complaints arising from not being familiar with this document will be rejected.
3. The User assures that he/she will use the Website (both in terms of receiving and transferring information) solely in accordance with the current law, principles of social coexistence and good manners as well as with respect for intellectual property rights.
4. The Company shall not be liable for the Website's technical issues that are beyond the Company's control as well as interruptions in the availability of the Website.
5. In no event shall the Company be liable for any direct or indirect damage resulting from the use of the Website.
6. The use of the Website is free of charge.
7. The Company reserves the right to introduce changes to the Terms and Conditions.
8. Amendments to the Terms and Conditions are made by placing new content of the Terms and Conditions on the Website. The changes are effective from the moment they are introduced.
9. The Company reserves the right to the final interpretation of the Terms and Conditions and this interpretation will be binding.
10. These Terms and Conditions are available to Users free of charge.
11. Annexes to the Terms and Conditions constitute an integral part thereof.
12. The Terms and Conditions come into force on 1st March 2019.