

WEBSITE REGULATIONS

DATA-PAL.EU

ABOUT US

The sole owner of this website available at the address: www.data-pal.eu (hereinafter referred to as: "**the Website**") is the company **DATA PAL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** (limited liability company) based in Cracow, Poland, registered in the register of entrepreneurs of National Court Registry under the number: 0001040916; register court which holds the company's documentation: District Court for Krakow – Śródmieście in Krakow, XI Commercial Department of National Court Registry; HQ address and office address: Lipowa 3D, 30-702 Cracow, Poland; share capital in the amount of: 5 000,00 PLN; tax ID no. NIP/VAT UE: PL6793268946, National Economy Register No. REGON 525518963; e-mail address: contact@data-pal.eu and telephone number: +48 514 005 859 (hereinafter referred to as: „**Owner**” or „**Controller**”).

We invite you to read the Regulations of our website. We are at your disposal!

You are welcome to read the terms and conditions of our Website. We are here to help you!

How to quickly contact us:

- General inquiries: contact@data-pal.eu
- Privacy inquiries: privacy@data-pal.eu
- Phone: +48 514 005 859 (the call is charged as for a regular phone call, according to the Owner's tariff package)

LEGAL DISCLAIMER

This Website is for information purposes and allows you to learn about the products and services of the Website Owner and contact him, among others: by submitting an inquiry using the contact form / booking an online meeting using the calendar available on the Website. A newsletter may also be available on the Website, the subject of which will be information about the activities of the Website Owner, news and new products and services of the Website Owner. The law applicable to the Website, these Regulations and contracts concluded on their basis is Polish law.

The Website is not an Website, and it is not possible to conclude a service agreement, a license agreement, or a sales contract through it (this means, among others, that advertisements, price lists and other information about products and services posted on the Website should not be treated as an offer, and possibly just as an initial invitation to conclude a contract). The conclusion of a sales contract may take place, among others, as a result of a request for an offer addressed to the Website Owner and only after the parties have agreed on the detailed terms and conditions of such a contract - however, the conclusion and terms of such a contract are regulated by a separate contract for the provision of services or separate general terms and conditions for the provision of services by the Website Owner, which will be shared by him.

PERSONAL DATA

The Owner is the Controller of personal data processed on the Website. Personal data is processed for the purposes, in the periods and on the basis of rules indicated in the **privacy policy** published on the Website. The privacy policy contains primarily rules for the processing of personal data on the Website by the Controller, including the basis, purposes, and periods of the processing of personal data and the rights of persons to whom the personal data refers, as well as information on the use of Cookie files and analytical tools in the Website. Using the Website is voluntary. Similarly, the provision of personal data by the service user is voluntary, subject to the exceptions indicated in the privacy policy (i.e., use of electronic services of the Website and Owner's statutory obligations).

USE OF THE WEBSITE

The Website is available for all Internet users. On the Website, the Owner provides information about his business activities and the products and services he provides.

For proper use of the Website, following requirements shall be met:

- A computer, a laptop, or other media device with an Internet access.
- Up-to-date version of web browser: Mozilla Firefox, Opera, Google Chrome, Safari, or Microsoft Edge.
- Recommended minimum screen resolution – 1024x768.

Use of the Website is free of charge. Use of the Website should be in conformity with the law, good manners, respect for personal goods, protection of personal data, the rights of the Controller and other people using the Website as well as third parties, including copyrights and intellectual property rights. Any illegal activities resulting in impeding the functioning of the Website are forbidden. Providing illegal contents is forbidden. You can stop using the Website at any time by closing the Website or the browser.

All information and data sent by users via the Website should be reliable and contain accurate information. It is prohibited to send content that violates the rules of netiquette and contains information that is offensive or illegally harms the reputation of the Owner or that may mislead the Owner or other persons. The User is prohibited from using the Website to disseminate unsolicited commercial information (spam).

The use of the Website involves standard threats occurring on the Internet. The basic threat to every Internet user is the possibility of "infecting" the IT system with various types of malicious software created mainly to cause damage or gain unauthorized access to user data. To avoid the risks associated with this, the Owner recommends that each user equip their device used to connect to the Internet with an antivirus program and constantly update it by installing the latest versions, as well as keep the web browser and operating system of their end device up to date.

If you have any problems, complaints or questions related to the use of the Website or other questions, please contact the Website Owner, for example by using the following methods:

- mail: contact@data-pal.eu
- phone: +48 514 005 859 (the call is charged as for a regular phone call, according to the Owner's tariff package)
- in writing or in person at the following address: Lipowa 3D, 30-702 Kraków

In the description of your report, please provide (1) information and circumstances regarding the subject matter of your report; and (2) the contact details of the applicant. We will respond to your request within 14 calendar days.

ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE

In addition to the ability to view information and other content on the Website, the following electronic services are also available: **contact form, blog, and newsletter.**

1) Contact form:

The contact form allows you to arrange an online meeting with the Owner. Sending a request does not create any obligation on the part of the user or the Website Owner, it is only a way of contacting the Website Owner.

The use of the contact form begins when the "Get in touch" button is clicked on the Website. The user is then redirected to the contact form page on the calendly.com website. Sending an inquiry about the possibility of arranging an online meeting takes place when you complete a total of two subsequent steps on the calendly.com website – (1) filling in the contact form with the data indicated as mandatory and (2) clicking the "**Schedule Event**" field under the form after filling in the quote form – until that moment it is possible to modify the entered data on your own. In the contact form, it is necessary to provide the contact details of the person filling out the form: name and surname/company name, e-mail address, name/link to the LinkedIn profile and the topics of the meeting.

The electronic contact form service is provided free of charge and is of a one-time nature and ends when the user sends a contact inquiry via it or when the user stops formulating a contact inquiry via it. The contact form is provided by the calendly.com website. The use of the calendly.com website is subject to the terms and conditions (available at: <https://calendly.com/legal/customer-terms-conditions>) and the privacy policy of this website (available at: <https://calendly.com/legal/privacy-notice>).

2) Blog

The Owner may run a blog on the Website. In this case, the use of the blog is possible after going to the appropriate tab with news/blog on the Website. The Blog is available to all visitors to the Website without the need to provide any data or perform other activities. The blog allows you to read the content of articles and news published by the Owner in relation to the subject of the Website and its services and products.

The blog electronic service is provided free of charge. The user may stop using the blog at any time and without giving a reason by closing the web browser or leaving the Website.

3) Newsletter

The Owner may enable subscription to the newsletter on the Website. In this case, the subject of the newsletter is to inform about the Website Owner's business, including the Website Owner's products or services, as well as to publish advice and news related to the business activity.

Subscription to the newsletter takes place after a user provides his e-mail address to which subsequent editions of the newsletter are to be sent in the newsletter tab/field visible on the Website and clicks the action field, and then confirms the willingness to subscribe to the newsletter by clicking on the link received at the e-mail address provided.

The newsletter electronic service is provided free of charge for an indefinite period of time. The service user has the option, at any time and without giving a reason, to unsubscribe from the newsletter by sending an appropriate request to the Website Owner, in particular via e-mail to the following address: contact@data-pal.eu or using the unsubscribe option available among the contents of the message received as part of the newsletter.

COPYRIGHTS

Copyrights and intellectual property rights to the Website as a whole as well as its contents, graphics, works, designs and trademarks available on the Website belong to the Owner or to authorized third parties and are therefore protected by copyrights and other provisions of applicable law. Only personal, non-commercial use of the contents of the Website is permitted without restrictions. Use of the contents of the Website for other reasons requires Controller's or authorized third parties' consent.

PROVISIONS REGARDING ILLEGAL CONTENT

Illegal content is any information that, in itself or in relation to an activity, including the sale of products or the provision of services, is not in compliance with European Union law or the law of any EU Member State which is in compliance with European Union law, irrespective of the precise subject matter or nature of that law.

The regulation on illegal content is included, among others, in Digital Services Act – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act) (L 277, 27.10.2022, p. 1–102) (hereinafter: '**Digital Services Act**').

This section of the Regulations contains provisions arising from the Digital Services Act to the extent that they concern the Website and the Owner. The user of the Website (the service user) is generally not obliged to provide content when using it. However, the Website User may be able to provide content when filling in the contact form or adding a comment on the Website using the tools made available for this purpose by the Owner. In each case of providing content by the Website user, he is obliged to comply with the rules contained in the regulations.

CONTACT POINT - The Owner designates the email contact@data-pal.eu as the single point of contact. The contact point enables direct communication between the Owner and the authorities of the EU Member States, the European Commission, and the European Board for Digital Services, and at the same time enables the Users of the service (including service users) to communicate directly, quickly and in a friendly manner with the Owner electronically, for the purposes of applying the Digital Services Act. The Owner designates Polish and English languages for the purpose of communication with its contact point.

Illegal Content notice and action mechanisms as required by Article 16 of the Digital Services Act:

1. To the e-mail address contact@data-pal.eu, any person or entity may report to the Owner the presence of certain information that the person or entity considers to be Illegal Content.
2. The notification should be sufficiently precise and adequately substantiated. To this end, the Owner enables and facilitates submitting – to the e-mail address provided above – reports containing the following elements: (1) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content; (2) a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of service; (3) the name and email address of the individual or entity submitting the notice, except in the

case of information involving one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; (4) a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.

3. The notice referred to above shall be considered to give rise to actual knowledge or awareness for the purposes of Article 6 in respect of the specific item of information concerned where they allow Owner, acting diligently, to identify the illegality of the relevant activity or information without a detailed legal examination.
4. If the report contains electronic contact details of the person or entity that made the report, the Owner shall, without undue delay, send such person or entity a confirmation of receipt of the report. The Owner shall also notify such person or entity of its decision with respect to the information to which the report relates, providing information on the possibility of appealing the decision.
5. The Owner shall process any notices that they receive under the mechanisms referred to in paragraph 1 and take their decisions in respect of the information to which the notices relate, in a timely, diligent, non-arbitrary and objective manner. Where the Owner uses automated means for that processing or decision-making, they shall include information on such use in the notification referred to in the previous paragraph.

Information on the restrictions imposed by the Owner in connection with the use of the Website, in relation to the information provided by service users:

1. The service user is bound by the following rules in the case of providing any content within the Website:
 - a. the obligation to use the Website, including to post content (e.g. as part of reviews or comments), in accordance with its intended use, these Regulations and in a manner consistent with the law and good practice, taking into account the respect for personal rights and copyrights and intellectual property of the Owner and third parties.
 - b. the obligation to provide content that is factually accurate and not misleading.
 - c. prohibition on the provision of illegal content, including the prohibition on the provision of Illegal Content.
 - d. prohibition of sending unsolicited commercial information (spam) via the Website.
 - e. prohibition of providing content that violates the generally accepted rules of netiquette, including content that is vulgar or offensive.
 - f. the obligation to have – if necessary – all required rights and permissions to provide such content on the pages of the Website, in particular copyrights or required licenses, permits and consents for their use, distribution, sharing or publication, in particular the right to publish and distribute in the Website (when necessary) and the right to use and disseminate the image or personal data in the case of content, which includes the image or personal data of third parties.
 - g. the obligation to use the Website in a manner that does not pose a threat to the security of the Owner's ICT system, the Website or third parties.
2. The Owner reserves the right to moderate content provided by the service users to the Website. Moderation is carried out in good faith and with due diligence and on the Owner's own initiative or on the received notification in order to detect, identify and remove Illegal Content or other content that does not comply with the Regulations or to prevent access to them or to take the necessary measures to comply with the requirements of European Union law and the law of any EU Member State which is in compliance with European Union law, including the requirements set out in the DSA, or the requirements contained in the Regulations.
3. The moderation process may be carried out manually by a human or be based on automated or partially automated tools to help the Owner identify Illegal Content or other content that does not comply with the Regulations. After identifying such content, the Owner makes a decision as to whether to remove or disable access to the content, or otherwise limit its visibility or take other actions that it deems necessary (e.g. contacts the claimant to clarify objections and change the content). The Owner shall inform the service user who provided the content (if we have their contact details) in a clear and easily understandable manner about its decision, the reasons for making it and the available options to appeal against this decision.
4. act in a diligent, objective and proportionate manner, with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of the service users enshrined in the Charter of Fundamental Rights of the European Union, such as the freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms.

Any comments, claims, complaints, appeals or objections regarding the decision or other actions or lack of action by the Owner on the basis of the received notice or the Owner's decision made in accordance with the provisions of these Regulations may be submitted in a procedure analogous to the complaint procedure indicated above in the Regulations in the section regarding use of the Website. This procedure is free of charge and allows you to submit complaints electronically to the e-mail address provided. The use of the notice and action mechanisms is without prejudice to the right of the person or entity concerned to bring proceedings before a court and does not affect its other rights.

The Owner shall consider any comments, claims, complaints, appeals or objections regarding the decision or other actions or lack of action by the Owner on the basis of the received notice or the Owner's decision in a timely, non-discriminatory, objective, and non-arbitrary manner. If the complaint or other report contains sufficient reasons for the Owner to believe that their decision not to take action in response to the complaint is unjustified or that the relevant information is not illegal and inconsistent with the Regulations, or contains information indicating that the complainant's action does not justify the measure taken, the Owner shall, without undue delay, revoke or amend its decision as to whether to remove or disable access to the content or otherwise reduce their visibility or take any other action it deems necessary.

Persons or entities who have reported Illegal Content, to whom the Owner's decisions regarding Illegal Content or content inconsistent with the Regulations are addressed, have the right to choose any out-of-court dispute resolution body certified by the Digital Services Coordinator of the EU Member State to resolve disputes regarding these decisions, including in relation to complaints that have not been resolved within the Owner's internal complaints resolution system.

EXTERNAL LINKS

The website may contain links to other websites. The Controller encourages you to read the Regulations and privacy policy established there after going to other websites. These Regulations apply only to this Website.

CONTACT US

In case of any issues or questions regarding the use of our Website or any other questions, please contact the Owner of the Website:

- General inquiries: contact@data-pal.eu
- Privacy inquiries: privacy@data-pal.eu
- phone: +48 514 005 859 (the call is charged as for a regular phone call, according to the Owner's tariff package)