

REGULATIONS OF RENDERING ELECTRONIC SERVICES
IN SOFTWARE PRESS SP. Z O.O. SPÓŁKA KOMANDYTOWA

1. GENERAL:

- a) These Regulations are based on the act of 18 July 2002 on rendering electronic services (Journal of Laws 2002, No. 144, item 1204).
- b) The Regulations define the principles and technical conditions of rendering electronic services defined in paragraph 2 of these Regulations, by Software Press sp. z o.o. sp. komandytowa.
- c) Submission of an order for services provided by the company Software Press sp. z o.o. sp. komandytowa by e-mail constitutes full acceptance of these Regulations.
- d) Services defined in paragraph 2 of these Regulations are rendered by the company **Software Press sp. z o.o. sp. komandytowa** with registered office in Warsaw (02 – 682) ul. Bokserska 1, registered by the Regional Court for the capital city Warsaw in Warsaw, XIII Economic Division of the National Court Register under number **KRS 0000327578**, **NIP 9512279582**, **REGON 141804060**, hereinafter called „the Company”
- e) The recipient of the services rendered by the Company is every interested person, hereinafter called „User”

2. TYPES AND SCOPE OF THE RENDERED SERVICES:

Software Press sp. z o.o. sp. komandytowa renders the following electronic services:

- a) Provision in electronic form of the magazines published by the Company;
- b) Provision of articles placed by the Company and third persons;
- c) Provision of place for the placement of the content defined by the Company;
- d) Sale of advertising surface,
- e) newsletters
- f) access to the webpage resources (forum, galleries, files for download)
- g) use of the resources named in item e above,

3. CONDITIONS OF RENDERING SERVICES:

- a) For the use of the electronic services rendered by Software Press sp. z o.o. sp. komandytowa the User has to have:
 - 1. connection with the internet network,
 - 2. devices compatible with the internet network

- b) It is forbidden for the User to provide illegal content, in particular:
1. pornographic and erotic contents,
 2. contents promoting computer piracy,
 3. contents inconsistent with the applicable copyrights,
 4. contents related with the use of violation against people and animals,
 5. contents which can be used for slander
 6. contents calling for spread of hatred among nations and for racism,
 7. contents having harmful character for the good image of the company Software – Press sp. z o.o. sp. komandytowa
- c) Software Press sp. z o.o. sp. komandytowa reserves the right to carry out maintenance works of the teleinformatic system, which can result in disturbance or breaks in using the services.
- d) Software Press sp. z o.o. sp. komandytowa reserves the right for temporary cessation or limitation of services any time without notice in special cases which affect system security.

4. CONDITIONS OF CONCLUDING AND TERMINATING CONTRACTS FOR ELECTRONIC SERVICES

- a) Contract for services rendered by the company Software Press sp. z o.o. sp. komandytowa is concluded upon:
- Logging-in by the User on the list of the newsletter recipients and activation of an account enabling receipt of the newsletter,
 - Registration by the User in order to download the file made available;
 - Logging-in in portals (forum, galleries, initiation of file download)
- b) Contract for services can be terminated any time, respectively:
- Upon submission of resignation from the newsletter by sending declaration of resignation from the e-mail of the logged-in User, or by clicking the link enclosed to the newsletter resulting in termination of receiving the newsletter,
 - Upon submission of a declaration of resignation from access to the portal resources by sending of the declaration of resignation from the e-mail of the logged-in User
- c) The terms of payment for the services are defined in the price list published on the webpage of the company Software – Press sp. z o.o. sp. komandytowa.
- d) Prices for goods quoted in the price list are expressed in Polish zloty and include VAT.
- e) Software Press sp. z o.o. sp. komandytowa reserves the right to change the prices for specific offered services without prior notice. Price change does not concern orders already accepted for execution.

- f) VAT invoice is issued exclusively at a written demand of the User, in conformity with Art. 106 item 4 of the act of 11 March 2004 on tax on goods and services.
- g) Payment for the ordered goods can be made in one of the following ways:
 - Payment on the basis of the pro-forma invoice – transfer, cash payment into the account indicated in the invoice,
 - payment card,
 - by Paypal.

5. PERSONAL DATA PROCESSING

- a) Software Press sp. z o.o. sp. komandytowa can process User's personal data necessary for the performance of the concluded contract, including, in particular:
 - First name and surname,
 - Address of registered residence,
 - address for correspondence,
 - e-mail address,
 - telephone number.
- b) Software Press sp. z o.o. sp. komandytowa is the administrator of the data collected with the use of the forms available on the internet pages of the company Software – Press sp. z o.o. sp. komandytowa.
- c) User has the right to review his/her data, to correct them and the right to demand their removal from the database.
- d) In the case when data are necessary for rendering of a specific service, submission of the declaration as mentioned in item c by the User constitutes a declaration of termination of the contract for services.
- e) User gives consent for the processing of his/her data by Software Press sp. z o.o. sp. komandytowa for the purposes of advertising, marketing, market research, Users' preferences obtained in order to improve the quality of the rendered services and for the delivery of such data to third entities with which the Company cooperates on the basis of separate contracts.
- f) User gives consent for the reception, at the e-mail address provided during registration, of commercial information of the Company and its commercial partners.

6. FINAL PROVISIONS

- a) These Regulations are effective since 1 February 2011.
- b) Software Press sp. z o.o. sp. komandytowa has the right to amend these Regulations

unilaterally. The amendments become effective on the date of their publishing on the webpage of the company Software – Press sp. z o.o. sp. komandytowa.

- c) User has the right to submit written complaints relating the rendered services. Complaints will be received at the address of the registered office of the company Software – Press sp. z o.o. sp. komandytowa (02 – 682 Warszawa, ul. Bokszerska 1) and will be resolved within 14 days from the date of their reception at the registered office of the Company. User will be informed immediately about the results of the complaint.
- d) In case of any matters not regulated by these Regulations relevant provisions of the Civil Code and the Act on some rights of the consumers and on liability for harm done by a dangerous product shall apply.
- e) Issues related to the electronic services rendered by the company Software – Press sp. z o.o. sp. komandytowa are governed by the Polish law.
- f) Any disputes resulting from the Regulations shall be subject to the common court in Warsaw – having jurisdiction over the registered office of the company Software – Press sp. z o.o. sp. komandytowa.