

ELAPSE NEWSLETTER TERMS AND CONDITIONS

Dear Customer,

We are delighted that you have decided to subscribe to our Newsletter.

Please read these Newsletter Terms and Conditions carefully. They explain the rules governing subscription to the Newsletter, its delivery and the provision of this service by us.

If you have any questions or concerns, you can contact us using the contact details provided in these Terms and Conditions.

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§1 GENERAL PROVISIONS AND CONTACT DETAILS

1. The Newsletter service is available through the domain www.elapse.pl and the relevant subpages of the Service following registration through the appropriate Newsletter Form and is provided by the Service Provider in accordance with these Terms and Conditions.

2. In the event of any complaint concerning the Newsletter, the User may contact the Service Provider using:
 - email: contact@elapse.pl;
 - the contact form available through the Service; or
 - the chat function, in accordance with the rules set out later in these Terms and Conditions.
3. The User may communicate with the Service Provider by email, contact form or chat, including another online messaging tool made available through the Service. These communication methods enable correspondence between the User and the Service Provider to be recorded and retained, including the date and time of communication, satisfy the requirements applicable to a durable medium and allow the User to contact the Service Provider quickly and effectively.
4. These Terms and Conditions govern the use of and subscription to the Newsletter, the conclusion of agreements for the supply of Digital Content or Digital Services in connection with the Newsletter subscription, and the submission and handling of complaints within the Service.
5. The Service Provider makes these Terms and Conditions available to the User free of charge before the User begins using the Newsletter Service, in particular through the footer of the Service or next to the Newsletter subscription form. The User may save the Terms and Conditions in any convenient manner, including by storing them on a durable medium or printing them.
6. Acceptance of these Terms and Conditions is required in order to use the Newsletter and conclude an agreement for the supply of Digital Content or a Digital Service as part of the Newsletter. By accepting these Terms and Conditions, the User confirms that they have read and understood these Terms and Conditions and the Privacy Policy, fully accept their provisions and agree to comply with them.
7. The Service Provider is responsible for ensuring that the service provided complies with the agreement.
8. Information concerning Digital Content or Digital Services provided on the websites, subpages or related pages of the Service, including landing pages, in particular descriptions, technical parameters and prices, does not constitute an offer within the meaning of the Polish Civil Code, but merely an invitation to enter into an agreement within the meaning of Article 71 of the Polish Civil Code.
9. When using the Service and the Newsletter, the User must not provide unlawful content or information. In particular, the User must not:
 - a. send or publish spam within the Service;
 - b. provide or transmit content prohibited by applicable law, including through the Newsletter Form or any other Forms available within the Service.
10. The User is required to:

- a. use the Service and the Newsletter in accordance with these Terms and Conditions and applicable law;
 - b. use the Service and the Newsletter in a manner that does not interfere with their operation;
 - c. use any content made available through the Service or sent through the Newsletter solely for personal use.
11. The User is required to provide the data marked as mandatory in the Newsletter Form, in particular a valid email address enabling subscription to and receipt of the Newsletter. The User must not provide false data or Personal Data relating to a third party without an appropriate legal basis.
 12. The rules governing the use of other services or Digital Content, as well as the purchase of other goods, where available through the Service, are set out in the Sales Terms and Conditions available through the link provided in the footer of the Service.
 13. For the avoidance of doubt, the submission of an Order by the User constitutes an offer within the meaning of Articles 66 and 66¹ of the Polish Civil Code, supplemented by the provisions of these Terms and Conditions. The Agreement is concluded when the User receives the Service Provider's declaration accepting the Order.
 14. Capitalised terms used in these Terms and Conditions shall have the meanings assigned to them in §2.

§2 DEFINITIONS

The following terms used in these Terms and Conditions shall have the meanings set out below:

1. **Service Provider** – ELAPSE Sp. z o.o., with its registered office in Białystok, 15-540, ul. Żurawia 71, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0001145202, Tax Identification Number (NIP): 9662200599, National Business Registry Number (REGON): 540468682, with a share capital of PLN 5,000, in accordance with the information contained in the current extract from the Register of Entrepreneurs available through the Central Information Office of the National Court Register, represented by Urszula Kiliç – Member of the Management Board.
2. **User** – a natural person, legal person or organisational unit without legal personality to which specific provisions grant legal capacity, using the Newsletter Service.
3. **Terms and Conditions** – these Newsletter Terms and Conditions.
4. **Service** – the online service available at www.elapse.pl, together with its relevant subpages and related landing pages, through which the User may subscribe to the Newsletter.
5. **Digital Service** – a service that allows the User to: create, process, store or access data in digital form; share data in digital form that has been uploaded or created by the consumer or other users of that service; or otherwise interact with data in digital form.

6. **Digital Content** – data created and supplied in digital form, including in particular information and materials supplied as part of the Newsletter Service, such as email content, guidance, guides, PDF materials and other digital materials.
7. **Newsletter Service or Newsletter** – a service provided electronically by the Service Provider to the Newsletter User via the email address provided by the User, where the User has successfully subscribed to the Newsletter and given the relevant consents to the processing of Personal Data. Where the User gives separate and voluntary Consent, the Newsletter may also be provided via SMS messages or telephone contact to the telephone number provided.
8. **Order** – an action or declaration of intent by the User aimed directly at entering into a free or paid agreement for the provision of the Newsletter Service under the terms specified in these Terms and Conditions.
9. **Newsletter Form** – a form available through the Service, its relevant subpages or related landing pages, through which the User may subscribe to and use the Newsletter Service.
10. **System** – a set of interconnected IT devices and software enabling the processing, storage, transmission and receipt of data through telecommunications networks using terminal equipment appropriate for the relevant type of network, including the Internet.
11. **Digital Environment** – computer hardware, software and network connections used by the User to access or use Digital Content or a Digital Service. The minimum technical requirements are specified by the Service Provider in these Terms and Conditions.
12. **Consumer Rights Act** – the Polish Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2023, item 2759, as amended), hereinafter referred to as the “Act”.
13. **Civil Code** – the Polish Act of 23 April 1964 – Civil Code (Journal of Laws of 2023, item 1610, as amended), hereinafter referred to as the “Civil Code”.
14. **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).
15. **Personal Data Protection Act** – the Polish Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2019, item 1781, as amended).
16. **Act on the Provision of Electronic Services** – the Polish Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2020, item 344, as amended), hereinafter referred to as the “Electronic Services Act”.
17. **Electronic Communications Law** – the Polish Act of 12 July 2024 – Electronic Communications Law (Journal of Laws of 2024, item 1221, as amended), hereinafter referred to as the “Electronic Communications Law”.
18. **Copyright and Related Rights Act** – the Polish Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2025, item 24, as amended), hereinafter referred to as the “Copyright Act”.

§3 MINIMUM TECHNICAL REQUIREMENTS

1. The User may use the Newsletter in accordance with these Terms and Conditions and applicable law, and in a manner that does not interfere with the functioning of the Service, the Newsletter Service or the use of the Service or Newsletter by other Users.
2. In order to use the Newsletter Service within the Service, including to place an Order for the Newsletter, the User must have:
 - a. access to the Internet through a suitable device, such as a desktop computer, laptop or other portable device, including equipment enabling communication and completion of the necessary forms within the Service, such as a functioning keyboard;
 - b. a properly configured and up-to-date web browser supporting, among other things, cookies and enabling websites to be displayed correctly, such as Microsoft Edge, Opera, Mozilla Firefox, Safari or Google Chrome;
 - c. an active and properly configured email account. The Service Provider recommends that the User check whether emails sent from the Service's domain are being directed to folders such as "Spam", "Promotions" or any folder other than the primary inbox. The Service Provider has no control over this, as it depends on the User's email settings and/or email service provider.
3. The Service Provider applies appropriate technical measures designed to prevent unauthorised acquisition, modification or distortion of Personal Data and other information by Users or unauthorised third parties.
4. The Service Provider takes appropriate measures to ensure the proper functioning of the Service and, consequently, the Newsletter Service, including through the use of suitable security tools and technologies, such as SSL encryption, or services provided by third parties.

§4 RULES FOR THE PROVISION OF THE NEWSLETTER SERVICE

1. The Service Provider makes reasonable efforts to ensure that the Newsletter Service meets high-quality standards and complies with the Order placed by the User. For this purpose, the Service Provider takes care of its quality, completeness, functionality, compatibility, interoperability, availability of technical support and the accuracy and clarity of descriptions of the Newsletter Service and Digital Content supplied through it. The Service Provider may also provide updates where necessary or required by applicable law, technological developments or in order to improve the quality of the Newsletter Service.
2. Digital Content provided by the Service Provider through the Newsletter is current according to the Service Provider's knowledge and experience as at the date on which such content is prepared.
3. The Newsletter may be available on a temporary or periodic basis.

4. The Service Provider may send electronic communications as part of the Newsletter Service at intervals determined by the Service Provider. The Service Provider may also temporarily suspend or permanently discontinue the Newsletter.
5. The Service Provider informs Users that Digital Content supplied through the Newsletter may be generated, co-created or edited with the support of artificial intelligence systems (AI). The Service Provider retains control over the content creation process and remains responsible for the quality of the Digital Content supplied in accordance with these Terms and Conditions.

§5 PLACING AND FULFILLING AN ORDER FOR THE NEWSLETTER SERVICE

1. The User may order the Newsletter Service by completing the Newsletter Subscription Form available through the Service or, where available, by selecting the relevant consent checkbox during the purchasing process in the Service Provider's Online Store.
2. For the purpose of providing the Newsletter Service, the Service Provider uses the services of SendinBlue (Brevo).
3. In order to successfully subscribe to and use the Newsletter Service, the User should follow the steps indicated in the messages displayed through the Service and/or in electronic messages sent to the email address provided by the User.
4. In order to place an Order for the Newsletter Service, the User is required to provide the following Data:
 - a. first name;
 - b. telephone number (optional);
 - c. email address;

and provide the relevant confirmations or consents:

- a. acceptance of the Newsletter Terms and Conditions and the Privacy Policy by selecting the relevant checkbox. Acceptance is required in order to place and complete an Order for the Newsletter Service;
 - b. any additional consents indicated as optional, where available.
5. Submission of the Order by the User in the manner described above constitutes the User's declaration of intent to order the Newsletter Service in accordance with these Terms and Conditions.
6. In order for the User's email address to be added to the Service Provider's subscriber database, the User must confirm their intention to subscribe. Data obtained in this manner is added to the mailing list for the purpose of sending the Newsletter.
7. Subscription to the Newsletter means that the User accepts these Newsletter Terms and Conditions and the Service Provider's Privacy and Cookie Policy and gives Consent to receive marketing and commercial information by electronic means, such as email or, where separately agreed, SMS.

8. By subscribing to the Newsletter, the User may also give Consent to the use by the Service Provider of the User's telecommunications terminal equipment, such as a telephone, tablet or computer, for the purposes of direct marketing of the Service Provider's products and services and for presenting commercial information to the User, where such Consent is required under applicable law.
9. The above Consents are voluntary but, where required, necessary for the delivery of the Newsletter, including for the purpose of informing the User about services, new blog posts, products, promotions and discounts offered by the Service Provider or products of third parties recommended by the Service Provider. Consent may be withdrawn at any time, which will result in discontinuation of the Newsletter in accordance with these Terms and Conditions.
10. The Newsletter Service is provided for an indefinite period, from the moment of activation until the User withdraws Consent or the Service Provider discontinues the Newsletter Service. Following withdrawal of Consent, the User's Data may remain stored in the Newsletter database for a period of up to 2 years in order to demonstrate that the User gave Consent to receive Newsletter communications, document the User's activity relating to the Newsletter, such as email opens, record the time of withdrawal of Consent and establish, pursue or defend against any related claims. Such processing is based on the Service Provider's legitimate interest pursuant to Article 6(1)(f) GDPR.
11. The Service Provider may discontinue delivery of the Newsletter where the User has shown no activity for at least 6 months from the commencement of the Newsletter Service or from the date on which the User last opened a Newsletter email. In such a case, the Service Provider will remove the User's Data from the Newsletter distribution system operated by the relevant service provider. The User will no longer receive Newsletter communications from the Service Provider unless they subscribe again through the Newsletter Subscription Form or contact the Service Provider by another available method.
12. The mailing system used to distribute the Newsletter records certain activities performed by the User in relation to emails sent to them, including the date and time an email was opened, links clicked, the date of unsubscribing and similar information.
13. The Service Provider may also conduct remarketing activities based on Article 6(1)(f) GDPR, i.e. the Service Provider's legitimate interest in promoting and advertising its services to persons subscribed to the Newsletter.

For this purpose, email addresses provided by Users may be uploaded to marketing tools offered by Meta Platforms Ireland Limited, including Meta Ads Manager, and advertisements created by the Service Provider or authorised persons may subsequently be displayed to such Users through the Service Provider's advertising account, provided that the relevant Newsletter Users also use Meta platforms, such as Facebook.

Data used for a particular advertising campaign is deleted after the campaign has ended. Where another advertising campaign is carried out, an updated User database may be uploaded to the relevant marketing tool.

Detailed information concerning Custom Audiences, the hashing of Data and the processing of such Data is available in Meta's applicable documentation:

<https://www.facebook.com/legal/terms/customaudience>

<https://www.facebook.com/legal/terms/dataprocessing>

The Service Provider recommends that each User and subscriber familiarise themselves with these rules.

§6 SUPPLY OF DIGITAL CONTENT OR DIGITAL SERVICES

1. The Service Provider supplies the Newsletter Service to the User without undue delay after the Order has been placed, unless otherwise expressly stated in the description or offer relating to the Newsletter Service. In particular, the Newsletter Service may be supplied on a recurring basis.
2. Digital Content shall be deemed to have been supplied when the Digital Content, or the means allowing access to or downloading of the Digital Content, has been made available to the User or to a physical or virtual device selected by the User for that purpose, or when the User or such device has gained access to it.
3. A Digital Service shall be deemed to have been supplied when the User, or a physical or virtual device selected by the User for that purpose, has gained access to it.
4. Where the User provides an incorrect email address, enters it incorrectly or fails to ensure the conditions necessary for email delivery in accordance with these Terms and Conditions, the User shall be responsible for the resulting failure to deliver the Newsletter Service. In such a case, the User is advised to contact the Service Provider in order to clarify the matter and enable delivery of the Newsletter Service.
5. The Service Provider informs the User that Newsletter messages may be delivered to folders such as "Spam", "Promotions", "Other" or similar folders. The Service Provider has no control over the classification of messages by the User's email provider.

The User is advised to add the Service Provider's email address or domain to their trusted senders or safe sender list, where such functionality is available, in order to improve deliverability of Newsletter messages.

§7 CHANGES AND UPDATES TO DIGITAL CONTENT OR DIGITAL SERVICES

1. For the duration of the Newsletter Service, the Service Provider shall provide the User with any updates required to maintain compliance of the Digital Content or Digital Service with the Agreement and shall inform the User of the need to install such updates.

The User should also keep the devices and software used to access Digital Content or Digital Services up to date.

The Service Provider shall not be liable for a lack of conformity of the Digital Content or Digital Service with the Agreement resulting solely from the User's failure to install a relevant update where:

- a. the Service Provider informed the User of the availability of the update and the consequences of failing to install it; and
 - b. the User's failure to install the update, or incorrect installation of the update, was not caused by errors in the installation instructions supplied by the Service Provider.
2. The Service Provider may make changes to Digital Content or a Digital Service which are not necessary to maintain conformity with the Agreement where such changes are justified by, among other things:
 - a. technological developments relating to the Digital Content or Digital Service;
 - b. changes in applicable law or the need to adapt Digital Content or Digital Services to applicable laws, regulations or related guidelines;
 - c. stylistic or editorial changes which do not materially alter the substance of the Digital Content or Digital Service but improve its quality;
 - d. changes in the scope of the Service Provider's business activities, including the withdrawal of existing services or Digital Content or Digital Services, or the introduction of new ones.
3. The Service Provider may not modify Digital Content supplied on a one-off basis where such modification would be contrary to applicable law.
4. Changes introduced by the Service Provider shall not result in any additional costs for the User.
5. Where a change materially and adversely affects the User's access to or use of Digital Content or a Digital Service, the Service Provider shall inform the User, within a reasonable period in advance, of the nature and timing of the change and of the User's right to terminate the Agreement without notice within 30 days from the date on which the change is made or the User is informed of the change, whichever occurs later.
6. The Service Provider may allow the User to retain access, without additional cost, to the Digital Content or Digital Service in its unchanged form.
7. The Service Provider shall inform the User of changes in a clear and understandable manner, usually by sending an email to the email address provided by the User when placing the Order and with reasonable advance notice.

The User may provide a different email address by contacting the Service Provider using the contact details specified in these Terms and Conditions.

8. The Service Provider provides the Newsletter Service, including any Digital Content or Digital Services supplied through it, in accordance with the Service Provider's knowledge and experience as at the date on which the relevant content is prepared.

§8 COMPLAINT PROCEDURE FOR THE NEWSLETTER SERVICE

1. The Service Provider is liable for any lack of conformity of Digital Content or a Digital Service with the Agreement which existed at the time of supply and became apparent within two years from that time, in accordance with the applicable provisions of the Consumer Rights Act.
2. The Service Provider makes reasonable efforts to ensure that the Newsletter Service, Digital Content and Digital Services comply with the Agreement and that the User is able to use them in accordance with the Agreement. For this purpose, the Service Provider informs the User in a clear and understandable manner of all material requirements, including requirements relating to the User, in these Terms and Conditions.
3. Where the Newsletter Service, Digital Content or Digital Service does not comply with the Agreement, the User may request that it be brought into conformity with the Agreement.
4. The Service Provider shall not be liable for a lack of conformity of Digital Content or a Digital Service with the Agreement where:
 - a. the User's Digital Environment is not compatible with the technical requirements of which the Service Provider informed the User in a clear and understandable manner before the Agreement was concluded, whether in these Terms and Conditions or in the description of the relevant Digital Content or Digital Service; or
 - b. the User, having been informed in a clear and understandable manner before conclusion of the Agreement of their obligation to cooperate with the Service Provider to a reasonable extent and using the least intrusive technical means available, fails to cooperate for the purpose of determining whether the lack of conformity of the Newsletter, Digital Content or Digital Service results from the characteristics of the User's Digital Environment.
5. A complaint should contain information sufficient to identify the User, including at least the User's name and email address, together with the subject matter of the complaint, including, where applicable, the type and date of the lack of conformity; and the User's request relating to the complaint. Where a complaint is incomplete, the Service Provider may request that the User provide the missing information necessary to process it.
6. Complaints should be submitted to the email address or postal address of the Service Provider specified in these Terms and Conditions.
7. The Service Provider shall respond to a complete complaint within 14 days of receiving it and shall inform the User of the further procedure by email, using the same method by which the User contacted the Service Provider, or by another method agreed with the User.
8. The Service Provider shall process the User's Personal Data for the purpose of handling the complaint in accordance with the Privacy Policy and these Terms and Conditions.

§9 INTELLECTUAL PROPERTY, LICENCE AND COPYRIGHT

1. The Newsletter Service and, in particular, Digital Content or Digital Services supplied by the Service Provider as part of the Newsletter may constitute works within the meaning of the Polish Act of 4 February 1994 on Copyright and Related Rights. Such materials are protected by law and constitute the intellectual property of the Service Provider and/or third parties who are their respective owners or authors and have been made available solely for use within the scope of the Service. By accepting these Terms and Conditions, the User acknowledges the above. These Terms and Conditions are also protected by copyright.
2. Where the User intends to use the Newsletter, including Digital Content or Digital Services, or any of the above-mentioned elements in a manner inconsistent with these Terms and Conditions, their intended purpose or functionality, the User must obtain the Service Provider's prior written Consent.
3. The Service Provider grants the User a non-exclusive, non-transferable licence, without the right to grant sublicences, to use the Newsletter, including Digital Content or Digital Services supplied through it. The User may use such materials solely for their own personal purposes, without territorial limitation, in the following fields of exploitation:
 - a. recording and storing the work in digital form, including by means of digital processing;
 - b. printing materials in PDF, DOC or DOCX format for the User's own personal use, where this is consistent with the nature of the Digital Content or Digital Service supplied through the Newsletter;
 - c. storing materials digitally and making modifications for the User's own purposes to the extent expressly permitted in the relevant instructions or comments, including by storing them on the User's own hard drive or using recommended third-party software.
4. The licence referred to in paragraph 3 is granted for an indefinite period with respect to Digital Content supplied to the User as part of the Newsletter, unless the description of the relevant Digital Content or Digital Service expressly specifies a different period of use.

Where particular Digital Content or a Digital Service is made available to the User only for a specified period, the applicable access period will be indicated in its description or in the message through which it is made available.

Unsubscribing from the Newsletter or termination of the Newsletter Service does not affect the User's right to continue using, for their own personal purposes, Digital Content that was previously supplied to them, unless otherwise expressly stated in the terms applicable to the relevant Digital Content.

Where Digital Content or a Digital Service is supplied for a fee, the remuneration for the licence is included in the price paid by the User. Where Digital Content or a Digital Service is supplied free of charge, the licence is granted free of charge.

5. The Service Provider may periodically update Digital Content or Digital Services supplied through the Newsletter in accordance with these Terms and Conditions.

§10 PERSONAL DATA

Pursuant to Article 13(1) and (2) of the GDPR, i.e. 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, as well as the Polish Act of 10 May 2018 on the Protection of Personal Data, the Service Provider informs the User as follows:

1. The Controller of the User's Personal Data is the Service Provider. The Controller has not appointed a Data Protection Officer. The User may contact the Controller by email at contact@elapse.pl or in writing at the Controller's registered office address.
2. Personal Data provided by the User in connection with an Order for the Newsletter Service is processed for the purpose of concluding and performing the agreement for the provision of the Newsletter Service pursuant to Article 6(1)(b) GDPR.
 - a. The User's Personal Data may also be processed for the following purposes and on the following legal bases:
 - b. handling complaints relating to the Newsletter Service – pursuant to Article 6(1)(b) GDPR, where processing is necessary for the performance of the Agreement;
 - c. establishing, pursuing or defending against claims – pursuant to Article 6(1)(f) GDPR, on the basis of the Controller's legitimate interest;
 - d. maintaining records and documentation required under the GDPR and other applicable laws – pursuant to Article 6(1)(c) GDPR and, where applicable, Article 6(1)(f) GDPR;
 - e. archival and evidentiary purposes, including preserving information that may be necessary to demonstrate relevant facts – pursuant to Article 6(1)(f) GDPR, on the basis of the Controller's legitimate interest;
 - f. direct marketing of the Controller's own products or services – pursuant to Article 6(1)(f) GDPR, where such processing is permitted under applicable law;
 - g. sending the Newsletter and other electronic communications containing marketing or commercial information – pursuant to Article 6(1)(a) GDPR, on the basis of the User's Consent and in accordance with the applicable electronic communications legislation.
4. Providing Personal Data is voluntary. However, providing the Data indicated as mandatory is necessary in order to subscribe to and use the Newsletter Service. Failure to provide such Data will make it impossible to conclude and perform the Agreement for the provision of the Newsletter Service.
5. The User's Personal Data will be retained for the duration of the Newsletter Service. Following termination of the Newsletter Service or withdrawal of Consent, certain Data

may continue to be retained where necessary to demonstrate that Consent was validly obtained or withdrawn, or to establish, pursue or defend against potential claims, for the applicable limitation period. The Data will subsequently be deleted or anonymised unless further processing is required or permitted on another legal basis.

6. The User's Personal Data may be disclosed or entrusted to recipients involved in the provision and operation of the Newsletter Service, including in particular: hosting and IT service providers; email service providers; Newsletter and mailing service providers, including Brevo; contractors and subcontractors supporting the Service Provider in the operation and distribution of the Newsletter; legal, accounting or other professional advisers where access to such Data is necessary.
7. As the Controller uses external service providers, including providers whose corporate groups or infrastructure may be located outside the European Economic Area, the User's Personal Data may in certain cases be transferred to third countries, including the United States of America. Where Personal Data is transferred outside the European Economic Area, the Controller ensures that an appropriate legal mechanism for such transfer is used, which may include:
 - a. an adequacy decision adopted by the European Commission, including, where applicable, the EU-U.S. Data Privacy Framework;
 - b. Standard Contractual Clauses (SCCs) adopted by the European Commission;
 - c. Binding Corporate Rules approved by the competent supervisory authority;
 - d. additional technical and organisational safeguards, such as encryption or pseudonymisation;
 - e. another transfer mechanism permitted under the GDPR.

Where required by law, the transfer may also take place on the basis of the User's explicit Consent.

8. The User has the rights provided for under the GDPR, including, where applicable:
 - a. the right of access to their Personal Data;
 - b. the right to rectification of inaccurate or incomplete Personal Data;
 - c. the right to erasure of Personal Data;
 - d. the right to restriction of processing;
 - e. the right to object to processing based on the Controller's legitimate interests;
 - f. the right to data portability;
 - g. the right to withdraw Consent at any time where processing is based on Consent;
 - h. the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office – if the User considers that the processing of their Personal Data infringes applicable data protection law.

9. Withdrawal of Consent does not affect the lawfulness of processing carried out on the basis of Consent before its withdrawal.
10. The User's Personal Data may be subject to profiling for purposes such as analysing the effectiveness of Newsletter communications, measuring User engagement or tailoring marketing content to the User's interests. However, the Controller does not use the User's Personal Data for solely automated decision-making, including profiling, which produces legal effects concerning the User or similarly significantly affects the User within the meaning of Article 22 GDPR.
11. The Service Provider implements appropriate technical and organisational measures taking into account the nature, scope, context and purposes of processing and the risks to the rights and freedoms of Users. Such measures are intended, in particular, to protect Personal Data against unauthorised access, disclosure, alteration, loss or destruction.
12. Detailed information concerning the collection, processing, retention and protection of Personal Data, as well as the use of cookies and similar technologies, is provided in the Privacy and Cookie Policy, available at: <https://elapse.pl/en/privacy>

§11 OUT-OF-COURT DISPUTE RESOLUTION AND REDRESS

1. The Service Provider agrees that disputes arising in connection with an Agreement for the provision of the Newsletter Service may be resolved through mediation where both parties agree to use such a procedure. The detailed terms of mediation shall be agreed between the parties.
2. A User who is a consumer may use available out-of-court complaint handling and redress procedures. In particular, the User may:
 - a) apply to a competent permanent consumer arbitration court for resolution of a dispute arising from the Agreement;
 - b) request that the competent Provincial Inspectorate of Trade Inspection initiate mediation proceedings aimed at the amicable resolution of a dispute between the User and the Service Provider;
 - c) obtain free assistance from a district or municipal consumer ombudsman or from a consumer organisation whose statutory activities include consumer protection.
3. Further information concerning available out-of-court complaint handling and redress procedures can be found on the website of the Polish Office of Competition and Consumer Protection (UOKiK): <https://www.uokik.gov.pl> as well as through district and municipal consumer ombudsmen, consumer organisations and Provincial Inspectorates of Trade Inspection.
4. A dispute may be submitted to an arbitration court only after the complaint procedure has been completed and where both parties agree to such proceedings. In all other cases, disputes shall be resolved by the competent courts in accordance with the applicable provisions governing jurisdiction.

§12 FINAL PROVISIONS

1. The Newsletter Service is provided in Polish and English and is governed by Polish law.
2. The Service Provider reserves the right to amend these Terms and Conditions for valid reasons, including in particular: changes in applicable law; changes in the manner in which the Newsletter Service is provided, to the extent that such changes affect the implementation of these Terms and Conditions; technological developments; changes in the scope of services or products available through the Service; stylistic, editorial or corrective changes that do not materially affect the content of these Terms and Conditions or the rights and obligations of the User. The amended Terms and Conditions shall enter into force on the date specified by the Service Provider and shall be made available through the Service.
3. Agreements concluded before an amendment to these Terms and Conditions shall remain subject to the version of the Terms and Conditions applicable on the date on which the relevant Agreement was concluded, unless applicable law provides otherwise.
4. If any provision of these Terms and Conditions is found to be contrary to generally applicable law or to unlawfully infringe the rights or interests of consumers, such provision shall not be applied to the extent of such inconsistency, and the relevant provisions of applicable law shall apply instead.
5. Any disputes between the Service Provider and a User who is a consumer within the meaning of Article 22¹ of the Polish Civil Code, or an entrepreneur enjoying consumer rights under applicable law, shall be submitted to the courts having jurisdiction in accordance with the applicable provisions of the Polish Code of Civil Procedure.
6. Matters not regulated by these Terms and Conditions shall be governed by generally applicable provisions of Polish law, including in particular the Civil Code, the Consumer Rights Act, the Act on the Provision of Electronic Services, the Act on Combating Unfair Competition, the Personal Data Protection Act, the GDPR and the Electronic Communications Law.

Privacy and Cookie Policy: <https://elapse.pl/en/privacy>

Last updated: 15 September 2026