

DUTY TO PROVIDE INFORMATION

IN ACCORDANCE WITH ART. 13 UST. 1 AND LAWS. 2 OF THE GENERAL DATA PROTECTION REGULATION OF 27 APRIL 2016. (OJEU.L.2016.119.1) (HEREINAFTER REFERRED TO AS "RODO") I HEREBY INFORM THAT:

1. THE ADMINISTRATOR OF YOUR PERSONAL DATA IS BLUE CREATION - PIOTR LINK WITH THE REGISTERED OFFICE IN THE PLACE WHERE THE WILL HAS BEEN REMOVED, ADDRESS: UL. LAZUROWA 67, ENTERED IN THE REGISTER KEPT BY THE MAYOR OF GRODZISK MAZOWIECKI UNDER THE BUSINESS ACTIVITY NUMBER 11243, NIP: 5291645499 (HEREINAFTER "ADMINISTRATOR");
2. YOUR PERSONAL DATA WILL BE PROCESSED FOR THE PURPOSE OF HANDLING YOUR INQUIRY ON THE BASIS OF YOUR CONSENT.
3. THE RECIPIENT OF YOUR PERSONAL DATA WILL BE EXTERNAL ENTITIES PROCESSING THE DATA ON BEHALF OF THE CONTROLLER ON THE BASIS OF ENTRUSTMENT AGREEMENTS (E.G. HOSTISOR) AND POSSIBLY COMPETENT AUTHORITIES ON THE BASIS OF LEGAL REGULATIONS.
4. YOUR PERSONAL DATA WILL NOT BE TRANSFERRED TO A THIRD COUNTRY / INTERNATIONAL ORGANIZATION;
5. YOUR PERSONAL DATA WILL BE STORED FOR THE PERIOD NECESSARY TO PROCESS THE REQUEST.
6. IN CONNECTION WITH THE PROCESSING OF YOUR PERSONAL DATA BY THE CONTROLLER, YOU HAVE CERTAIN RIGHTS:
 - A. YOU HAVE THE RIGHT TO INFORMATION ON WHAT PERSONAL DATA CONCERNING YOU ARE BEING PROCESSED BY THE CONTROLLER AND TO RECEIVE A COPY OF THIS DATA (SO-CALLED ACCESS RIGHT). THE FIRST COPY OF THE DATA IS FREE OF CHARGE, THE NEXT CONTROLLER MAY CHARGE A FEE;
 - B. IF THE PROCESSED DATA BECOMES OUTDATED OR INCOMPLETE (OR OTHERWISE INCORRECT), YOU HAVE THE RIGHT TO REQUEST THEIR RECTIFICATION;
 - C. IN CERTAIN SITUATIONS YOU MAY ASK THE CONTROLLER TO DELETE YOUR PERSONAL DATA, I.E. C. IN SOME SITUATIONS YOU MAY ASK THE CONTROLLER TO DELETE YOUR PERSONAL DATA, I.E. WHEN THE DATA IS NO LONGER NEEDED BY THE CONTROLLER FOR THE PURPOSES YOU HAVE BEEN INFORMED ABOUT; WHEN YOU REVOKE YOUR CONSENT TO THE PROCESSING OF THE DATA (UNLESS THE CONTROLLER HAS THE RIGHT TO PROCESS THE DATA ON ANOTHER LEGAL BASIS); IF THE PROCESSING WOULD BE UNLAWFUL, OR IF THE NEED TO DELETE THE DATA RESULTS FROM THE LEGAL OBLIGATION OF THE CONTROLLER;
 - D. IF YOUR PERSONAL DATA ARE PROCESSED BY THE CONTROLLER ON THE BASIS OF YOUR CONSENT TO THE PROCESSING OR FOR THE PURPOSE OF PERFORMING THE CONTRACT CONCLUDED WITH THE CONTROLLER, YOU HAVE THE RIGHT TO TRANSFER YOUR DATA TO ANOTHER CONTROLLER;
 - E. THE ADMINISTRATOR PROCESSES YOUR PERSONAL DATA, AMONG OTHERS E. THE ADMINISTRATOR PROCESSES YOUR PERSONAL DATA IN ORDER TO CARRY OUT MARKETING ACTIVITIES CONCERNING ITS PRODUCTS AND SERVICES. THE BASIS FOR SUCH PROCESSING IS THE SO CALLED "DATA PROCESSING". THE BASIS FOR SUCH PROCESSING IS THE SO-CALLED "LEGALLY JUSTIFIED INTEREST OF THE CONTROLLER". IN CASE OF SUCH PROCESSING YOU HAVE THE POSSIBILITY TO OBJECT. AS A CONSEQUENCE, THE ADMINISTRATOR WILL STOP PROCESSING YOUR PERSONAL DATA FOR THE PURPOSE DESCRIBED ABOVE;
 - F. IN ORDER TO PROCESS THE DATA FOR CERTAIN PURPOSES RELATED TO ITS ACTIVITIES, THE CONTROLLER HAS ASKED YOUR CONSENT. THIS CONSENT MAY BE REVOKED AT ANY TIME IN AN EMAIL SENT TO THE CONTROLLER. THIS WILL HAVE THE EFFECT THAT THE PROCESSING THAT WAS CARRIED OUT BEFORE THE WITHDRAWAL OF CONSENT WILL NOT CEASE TO BE LAWFUL, WHILE AFTER THE WITHDRAWAL OF CONSENT THE CONTROLLER WILL NOT PROCESS THE DATA FOR THE PURPOSES FOR WHICH THE CONSENT WAS GIVEN;
 - G. IF YOU CONSIDER THAT THE PERSONAL DATA PROCESSED IS INCORRECT, THAT THE PROCESSING IS UNLAWFUL OR THAT THE CONTROLLER NO LONGER NEEDS CERTAIN DATA, OR IF YOU OBJECT TO THE PROCESSING, YOU MAY ALSO REQUEST THAT FOR A CERTAIN PERIOD OF TIME (E.G., TO VERIFY THE CORRECTNESS OF THE DATA OR TO ASSERT CLAIMS) THE CONTROLLER DOES NOT CARRY OUT ANY OPERATIONS ON THE DATA, BUT ONLY STORES THEM;
 7. YOU HAVE THE RIGHT TO LODGE A COMPLAINT WITH THE PRESIDENT OF THE DATA PROTECTION AUTHORITY IF YOU BELIEVE THAT THE PROCESSING

OF YOUR PERSONAL DATA VIOLATES THE PROVISIONS OF THE LAW;
8. THE PROVISION OF PERSONAL DATA BY YOU IS A PREREQUISITE FOR THE HANDLING OF THE REQUEST.
REGULATIONS

1. GENERAL PROVISIONS

- 1.1. 12PM.PL IS A WEBSITE OWNED BY A PIRATE RUNNING BUSINESS ACTIVITY UNDER THE BLUE CREATION COMPANY, HEREINAFTER REFERRED TO AS "12PM".
- 1.2. EACH PERSON WHO JOINS THE 12PM.PL WEBSITE THUS ACKNOWLEDGES AND ACCEPTS THE TERMS OF THESE RULES.
- 1.3. 12PM IS A WEBSITE CONTAINING INFORMATION ABOUT SERVICES OFFERED BY 12PM.
- 1.4. 12PM RESERVES THE RIGHT TO REMOVE OR CHANGE OR UPDATE THE SITE OR ITS CONTENT AT ANY TIME WITHOUT NOTICE.

2. USER RESPONSIBILITY

- 2.1. THE USER USES ALL THE INFORMATION AVAILABLE ON THE 12PM WEBSITE AT HIS/HER OWN RISK.
- 2.2. USE OF 12PM IS SUBJECT TO RESTRICTIONS RESULTING FROM POLISH LAW AND GENERALLY ACCEPTED RULES OF CONDUCT RELATING TO ALL INTERNET USERS, WHICH ARE AIMED AT PROTECTING THEIR INTERESTS AND THOSE OF THIRD PARTIES.
- 2.3. THE RESPONSIBILITY FOR THE USE OF THE INFORMATION CONTAINED IN 12PM AND THE DECISIONS MADE ON ITS BASIS RESTS SOLELY WITH THE USER.
- 2.4. THE USER UNDERTAKES TO COVER ALL LOSSES AND DAMAGES RESULTING FROM HIS CULPABLE ACTIONS OR OMISSIONS, AND SATISFY CLAIMS OF THIRD PARTIES, INCLUDING THOSE PURSUED BEFORE THE COURT, AGAINST 12PM, AND RELATED TO HIS CONDUCT INCONSISTENT WITH THESE RULES OR OTHERWISE REPREHENSIBLE.

3. 12PM LIABILITY

- 3.1. IN THE CASE OF RECEIVING REASONABLE INFORMATION THAT THE 12PM WEBSITE CONTAINS CONTENT AND MATERIALS THAT VIOLATE THE LAW OR LEGITIMATE INTERESTS OR PERSONAL RIGHTS OF THIRD PARTIES, 12PM WILL TAKE APPROPRIATE ACTIONS TO RESTORE THE STATE IN ACCORDANCE WITH THE LAW, RULES OF SOCIAL LIFE AND MORALITY. IN PARTICULAR, THE BASIS FOR TAKING SUCH ACTIONS IS TO MAKE SUCH CIRCUMSTANCES PLAUSIBLE TO A SIGNIFICANT EXTENT OR A FINAL JUDGMENT OF A COMPETENT COURT.
- 3.2. 12PM IS NOT OBLIGED TO STORE BACKUP COPIES CONTAINING ANY MATERIALS SENT OR PUBLISHED ON THE WEBSITE.
- 3.3. 12PM MAKES EVERY EFFORT TO ENSURE THAT THE INFORMATION CONTAINED ON THE WEBSITE IS RELIABLE AND UP-TO-DATE, HOWEVER, IT DOES NOT TAKE RESPONSIBILITY FOR SUCH INFORMATION.
- 3.4. 12PM IS NOT RESPONSIBLE FOR THE CONTENT DISTRIBUTED BY USERS OR OTHERS ANYWHERE ON THE 12PM SITES OR FOR USERS' ACTIONS VIOLATING COPYRIGHT OR ANY RIGHTS OF THIRD PARTIES.
- 3.5. 12PM IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM ANY EVENTS THAT ARE BEYOND THE CONTROL OF 12PM.COM.
- 3.6. 12PM HAS THE RIGHT TO CORRECT THE CONTENT OF THE WEBSITE AT ANY TIME WITHOUT NOTIFYING USERS. 12PM IS NOT RESPONSIBLE FOR ANY DELAYS, ERRORS OR INCOMPLETENESS OF INFORMATION, AS WELL AS FOR ANY DISRUPTION OF THE WEBSITE.
- 3.7. 12PM IS NOT RESPONSIBLE FOR DECISIONS MADE ON THE BASIS OF INFORMATION CONTAINED ON THE WEBSITE, OR FOR THEIR USE BY THIRD PARTIES.

4. TECHNICAL RESERVATIONS

- 4.1. DUE TO TECHNICAL LIMITATIONS 12PM CANNOT GUARANTEE THAT THE INFORMATION TRANSMITTED OVER THE INTERNET WILL REACH YOU IN AN ERROR-FREE, COMPLETE AND COMPLETE FORM. 12PM CAN ALSO NOT GUARANTEE THAT BROWSING ON THE PORTAL WILL TAKE PLACE WITHOUT INTERRUPTIONS, TECHNICAL DEFECTS, AND THAT THE USER WILL GET EXACTLY THE INFORMATION HE WAS LOOKING FOR.
- 4.2. SUBJECT TO APPLICABLE LAWS AND THESE TERMS AND CONDITIONS, 12PM IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MALFUNCTIONING OF THE TRANSMISSION SYSTEM, INCLUDING EQUIPMENT FAILURES, DELAYS AND INTERRUPTIONS IN THE TRANSMISSION OF INFORMATION.
- 4.3. 12PM WILL MAKE EVERY EFFORT TO ENSURE THAT ANY DATA TRANSMISSION OVER THE INTERNET IS SECURE, I.E. 12PM WILL MAKE EVERY

EFFORT TO ENSURE THAT ANY DATA TRANSMISSION OVER THE INTERNET IS SECURE, I.E., THAT THE INFORMATION TRANSMITTED IS TRANSMITTED IN CONFIDENCE, IN ITS ENTIRETY AND COMPLETENESS, BUT DOES NOT GUARANTEE THAT SUCH TRANSMISSION WILL BE SECURE.
4.4. 12PM DOES NOT GUARANTEE THE SECURITY OF THE INFORMATION SENT TO IT. THEREFORE, ANY SUCH TRANSMISSIONS ARE CARRIED OUT AT THE SOLE RISK OF THE PERSON SENDING THE INFORMATION.

5. COPYRIGHTS

- 5.1. BOTH THE LAYOUT OF THE CONTENT CONTAINED ON THE 12PM WEBSITE AND ITS INDIVIDUAL PARTS, SUCH AS WRITTEN MATERIALS, PHOTOS, GRAPHICS AND OTHERS, BENEFIT FROM THE PROTECTION GRANTED BY COPYRIGHT LAW ON GENERAL TERMS. EACH USER IS OBLIGED TO RESPECT THE COPYRIGHT.
- 5.2. THE CONTENT OF THE 12PM WEBSITE MAY BE USED BY USERS ONLY FOR PERSONAL USE. USE FOR OTHER PURPOSES, AND IN PARTICULAR - COMMERCIAL, INCLUDING COPYING, PUBLIC PERFORMANCE, OR MAKING IT AVAILABLE TO THIRD PARTIES IN ANY OTHER WAY, MAY ONLY TAKE PLACE SUBJECT TO EXPRESS WRITTEN PERMISSION FROM 12PM AND WITHIN THE PURPOSE SPECIFIED BY 12PM. TO OBTAIN PERMISSION TO USE THE CONTENT OF THE SITE, CONTACT 12PM AT HELLO@12PM.PL.
- 5.3. USE THE MATERIALS PUBLISHED ON THE SITE 12PM FOR PURPOSES OTHER THAN PERSONAL USE, I.E. TO COPY, REPRODUCE, USE IN OTHER PUBLICATIONS IN WHOLE OR IN PART IS SUBJECT TO GENERAL PRESS AND COPYRIGHT LAW.
- 5.4. ALL TRADEMARKS, TRADE MARKS, COMPANY NAMES THAT APPEAR ON THE 12PM.PL WEBSITE. ARE SUBJECT TO LEGAL PROTECTION UNDER THE RULES PROVIDED FOR IN RELEVANT REGULATIONS.
- 5.5. IN CASE OF DAMAGE DUE TO VIOLATION OF ANY OF THE ABOVE RULES BY THE USER, HE/SHE SHALL BE OBLIGED TO REPAIR THE DAMAGE TO 12PM UNDER GENERAL RULES.

6. PERSONAL DATA PROTECTION

- 6.1 BY CONTACTING US, YOU HAVE CONSENTED TO THE PROCESSING OF YOUR PERSONAL DATA FOR THE PURPOSE OF 12PM PROVIDING SERVICES OR RECEIVING COMMERCIAL INFORMATION FROM 12PM.
- 6.2. 12PM IS THE ADMINISTRATOR OF YOUR PERSONAL DATA.
- 6.3. YOUR PERSONAL DATA IS COLLECTED AND PROCESSED FOR THE PURPOSES RELATED TO THE ACTIVITIES OF 12PM IN THE FIELD OF INFORMATION, SALES AND MARKETING OF 12PM'S OWN SERVICES, IN ACCORDANCE WITH THE ACT OF AUGUST 29, 1997 ON THE PROTECTION OF PERSONAL DATA (JOURNAL OF LAWS 2002 NO. 101, ITEM. 926, AS AMENDED). PROVIDING PERSONAL DATA IS VOLUNTARY, HOWEVER, NECESSARY FOR 12PM TO PERFORM ITS SERVICES.
- 6.4. YOU HAVE THE RIGHT TO ACCESS YOUR PERSONAL DATA, CORRECT THEM, IN PARTICULAR, COMPLETE, UPDATE, CORRECT, AND OBTAIN INFORMATION ABOUT THE PURPOSE, SCOPE AND MANNER OF PROCESSING. YOU ALSO HAVE THE RIGHT TO REQUEST TEMPORARY OR PERMANENT SUSPENSION OF PROCESSING OR DELETION OF YOUR PERSONAL DATA.
- 6.5. IF YOU HAVE CONSENTED TO RECEIVE COMMERCIAL INFORMATION BY ELECTRONIC MEANS, IN ACCORDANCE WITH THE ACT OF 26 AUGUST 2002 ON THE PROVISION OF SERVICES BY ELECTRONIC MEANS (JOURNAL OF LAWS OF 2002, NO. 144, ITEM 1204, AS AMENDED), WE INFORM YOU THAT THIS CONSENT MAY BE REVOKED AT ANY TIME BY SENDING INFORMATION TO HELLO@12PM.PL.
- 6.6. IF YOU DO NOT AGREE TO FURTHER PROCESSING OF YOUR PERSONAL DATA FOR THE PURPOSE OF PROVIDING SERVICES BY 12PM OR FOR MARKETING PURPOSES, INCLUDING RECEIVING INFORMATION BY E-MAIL, PLEASE SEND A "RESIGNATION" MESSAGE TO HELLO@12PM.PL.
- 6.7. IF YOU WOULD LIKE TO COMPLETE, UPDATE OR CORRECT YOUR PERSONAL DATA, AS WELL AS RECEIVE INFORMATION ABOUT THE PURPOSE, SCOPE AND MANNER OF THEIR PROCESSING, PLEASE SEND AN EMAIL TO HELLO@12PM.PL.

7. PROVISION OF SERVICES BY ELECTRONIC MEANS

- 7.1. THE USER, IN CONNECTION WITH THE PROVISION OF SERVICES BY 12PM BY ELECTRONIC MEANS, CONSENTS TO THE SENDING BY 12PM, BY ELECTRONIC MEANS OF COMMUNICATION, IN PARTICULAR ELECTRONIC MAIL, DIRECTED TO THE USER OF COMMERCIAL INFORMATION WITHIN THE MEANING OF THE PROVISION OF ARTICLE. 2 POINT 2 OF THE ACT OF 18 JULY 2002. ON THE PROVISION OF SERVICES BY ELECTRONIC MEANS (JOURNAL OF

- LAWS NO. 144, ITEM 1204, AS AMENDED).
- 7.2. THE USER MAY FILE A COMPLAINT RELATED TO THE PROVISION OF SERVICES BY ELECTRONIC MEANS BY 12PM.
- 7.3. THE COMPLAINT IS SENT BY THE USER TO 12PM AT THE E-MAIL ADDRESS: HELLO@12PM.PL.
- 7.4. 12PM CONSIDERS THE COMPLAINT WITHIN 21 DAYS FROM THE DATE OF ITS SENDING BY THE USER.
- 7.5. AFTER CONSIDERING A COMPLAINT, 12PM SENDS A USER INFORMATION ABOUT THE OUTCOME OF THE COMPLAINT PROCEDURE TO THE E-MAIL ADDRESS PROVIDED BY THE USER.
- 7.6. BY PROVIDING AN ELECTRONIC ADDRESS, A USER EXPRESSES CONSENT TO 12PM SENDING COMMERCIAL INFORMATION WITHIN THE MEANING OF ART. 2 POINT 2 OF THE ACT REFERRED TO IN POINT 2.1. VIII.1, IN RESPONSE TO A COMPLAINT LODGED BY THE USER.
8. FINAL PROVISIONS
- 8.1. ALL DISPUTES RELATED TO THE IMPLEMENTATION OF THESE REGULATIONS SHALL BE SETTLED BY THE COMPETENT COMMON COURTS.
- 8.2. 12PM RETAINS THE RIGHT TO CHANGE THE CONTENT OF THESE REGULATIONS. ANY CHANGES WILL BE POSTED ON THE 12PM WEBSITE AND COME INTO FORCE ON THE DATE OF PUBLICATION.