

Regulations of the datasystem.pl online store

1 General provisions

1. These Regulations define the rules of using the online store datasystem.pl operated by Data System spółka z o.o. (limited liability company LLC) with its registered office in Poznań, ul. abpa. A. Baraniaka 88b, 61-131 Poznań, NIP (Tax Id. Number): 7792361331, Regon(National Official Business Register Number): 301171094 entered into the register of entrepreneurs kept by the District Court for Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register: 00001005427 (hereinafter referred to as Data System), placing an order for products available at the Online Store named datasystem.pl, delivery of ordered products to the Customer, payment by the Customer of the purchase price of the products and services rendered, as well as rules for submitting and processing of complaints.
2. In order to use the datasystem.pl online store, including placing orders for products available in the store, the following conditions shall be necessary:
 - a) a computer/phone/portable device with access to the Internet and the latest version of a web browser (e.g. Internet Explorer, Google Chrome, Opera, Safari, Mozilla Firefox), b) e-mail account.
3. The Customer shall be obliged to use the datasystem.pl Online Store in accordance with its purpose, including to refrain from any activity that could cause malfunction of the datasystem.pl Online Store.
4. The Customer shall be obliged to read the content of these Regulations before placing an order and to comply with the provisions of the Regulations.
5. Data System shall be not liable for disruptions and interruptions in the functioning of the datasystem.pl Online Store caused by force majeure, prohibited acts of the Customer or third parties or in case of incompatibility of the datasystem.pl Online Store with the Customer's technical infrastructure.
6. These Regulations have been issued based on Article 384(1) of the Civil Code and provisions of the Electronic Services Act.
7. In connection with the use of the datasystem.pl Online Store, the Customer declares and confirms that he or she received these Regulations and Regulations on providing services, lease (or sale) before concluding the Agreement, read and understood their content, accepts them and undertakes to comply with them.
8. These Regulations as well as the Regulations on the provision of services, lease (or sale) of DSLOCATE are available in paper form, at the Data System headquarters and in electronic form, on the website www.datasystem.pl. The Regulations are available in pdf. format, which enables their storage on the Customer's device and multiple reproduction.

2 Definitions

Terms used in these Regulations have the following meaning:

Data System - Data System spółka z o.o. (limited liability company LLC) with its registered office in Poznań, ul. abpa. A. Baraniaka 88b, 61-131 Poznań, entered into the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register: 00001005427, with the share capital of PLN 1 000 000,00.

Store, datasystem.pl Online Store - an online store operated by Data System, under the domain www.datasystem.pl.

Customer - any legal person or organizational unit without legal personality, which is granted legal capacity by the relevant act and natural person conducting business or professional activity on their own behalf, making purchases in datasystem.pl Online Store in connection with conducted business activity.

Agreement - agreement for the sale of the Product together with the provision of location services, at the Customer's choice, concluded remotely through the Online Store in connection with the parties' business activities.

The Agreement shall be concluded at the moment of confirmation of crediting Data System's bank account with the price indicated in the Order.

Order - a statement made electronically by the Customer of his or her desire to conclude an Agreement on the form available at www.datasystem.pl.

Transaction - any payment made through the Store and TPay.

Business Day - every day from Monday to Friday, excluding public holidays.

Regulations - these Regulations.

GDPR- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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).

3 Preliminary provisions

1. The condition of using the Store is to have a device communicating with the Internet, equipped with a web browser.
2. The Customer shall be obliged to read the Regulations in detail before using the Store, including ordering. If the Customer does not agree with the provisions of the Rules, he/she shall cease to use the Store.
3. The Customer shall be obliged to enter the required data for the Order in accordance with the facts, law and morality. The data provided may not violate personal rights or property rights of third parties.
4. Data System is a VAT payer and VAT shall be added to each sale of a product/service.

4 Product/Service Information

1. Presented information on products / services available in the datasystem.pl Online Store constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.
2. Prices of products / services provided on the website of the datasystem.pl Online Store:
 - a) shall not include VAT and shall be given in PLN,
 - b) shall not include delivery costs.
3. The total cost of the Order shall be presented in the summary of the Order, before its confirmation by the Customer (conclusion of the Agreement).
4. Data System reserves the right to make changes to the prices of products and services on an ongoing basis. The right mentioned in the previous sentence shall not affect orders placed and confirmed before the date of product price change.

5 Order, terms of execution of the Order

1. datasystem.pl Online Store executes orders with shipment to Poland and other EU countries. In case of orders to foreign countries, shipping terms, especially costs and delivery time shall be agreed individually.
2. Before placing an Order, the Customer should acquaint himself/herself with these Regulations and with the Regulations on service provision, lease or sale regulating, among other things, quality guarantee issues. The fact of delivery of the content of the Regulations, familiarization with them and acceptance of all provisions of the Regulations shall be confirmed openly by the Customer before final confirmation of the Order. The Order form shall not be forwarded for execution in the absence of confirmation of receipt of the Regulations.
3. The Order may be placed electronically 24 hours a day , 7 days a week.
4. The Customer may place an Order by choosing a product, service and their quantity.
5. To place an Order the Customer shall:
 - a) select the product(s);
 - b) go to "shopping cart",
 - c) select an available method of delivery, choose a method of payment,
 - d) fill in the necessary fields of the purchase form,

- e) make a statement regarding the delivery of these Regulations and the Regulation on the provision of location, rental (or sale) services before concluding the Agreement;
6. The Customer, after making payment, shall receive an e-mail with confirmation of the Order transaction, which constitutes confirmation of the conclusion of the Agreement. The Agreement shall be concluded when the Customer receives the confirmation referred to in the preceding sentence.
 7. Processing of the Order (preparation and dispatch of the products) by Data System takes place after confirmation of the Order and receipt by Data System of payment of the Order price to the bank account indicated in the Order.
 8. In case of products in stock the Order shall be sent for execution no later than 3 working days, counting from the date set forth in point 7 above.
 9. In most cases Orders shall be delivered for execution within 24 hours from the date specified in item 7 above.
 10. At the moment of handing over the product by Data System to the carrier, the benefits and burdens associated with the product and the danger of accidental loss or damage to the product shall be transferred to the Customer. In this case, Data System shall not be liable for loss, damage or impairment of the product occurring from the acceptance of the product for transportation until its release to the Customer and for delay in transportation.
 11. If the Product is sent to the Customer via a carrier, the Customer shall be obliged to examine the shipment at the time and in the manner usual for shipments of this type. If the Customer finds that during transport there was a loss or damage to the Product, he/she shall be obliged to take all necessary steps to determine the liability of the carrier.
 12. Data System's liability to the Customer, regardless of its legal basis, shall be limited - both for a single claim as well as for all claims in total - to the amount of the paid price and delivery costs under the Agreement, but no more than the amount of one thousand zlotys (PLN 1000). Data System shall only be liable to the Customer for typical damages foreseeable at the time of conclusion of the Agreement and shall not be liable for lost profits.
 13. The purchase of each product shall be confirmed by a VAT invoice sent by Data System to the Customer to the e-mail address provided in the purchase form no later than within 3 business days from the date of confirmation of the transaction. In the same period Data System sends to the Customer in electronic form the login to log into DSLocate application.
 14. Pursuant to Article 106n (1) of the VAT Act, the Customer accepts transmission, making available invoices and their corrections and duplicates, in accordance with applicable regulations, in electronic form from the Invoice Issuer indicated below:
Data System sp. z o.o. with registered office in Poznan, ul. abpa. A. Baraniaka 88b,
61-131 Poznań.
 15. Payment of the price for the purchase of products / services shall be possible inter alia by Visa, Visa Electron, MasterCard, MasterCard Eletronic and Maestro.
 16. In the case of an accepted return for an order paid by payment card, the Customer shall receive funds to the account of the payment card used to pay for the Order.

6 Maintenance works

1. Data System reserves the right to conduct maintenance work on the ICT system, which may cause temporary difficulties or prevent the use of datasystem.pl Online Store.
2. Data System shall be not liable for blocking by e-mail server administrators messages sent to the e-mail address indicated by the Customer and for deleting and blocking of e-mails by software installed on the computer used by the Customer to use the Data System Online Store.

7 Liability rules

1. The Customer declares that he/she has the capacity to perform legal acts, including in particular the ability to enter into legally binding agreements and that the Agreement is concluded within the framework of his/her business activity and the product/service/services that are the subject of the Agreement are/will be used within the framework of the business activity. The services/products are of a professional nature for the Client, resulting in particular from the subject of the Client's

business activity conducted based on an entry in the Central Register of Business Activity or in the National Court Register.

2. The Customer acknowledges that the products / services provided in the Store are based on the operation of the web, which may be associated with possible interruptions in access to the Store, caused in particular by failures, maintenance of the network or the website, including those resulting from the implementation of necessary changes and improvements. Data System shall not be held liable for any damage caused by the interruption of access to the Store. Data System also assumes no responsibility for any interruption in the operation of the parties cooperating with the Store, including the TPay payment system.
3. Data System shall not be held liable for non-performance or improper performance of services within the Store resulting from force majeure. Force majeure shall be understood as a natural event, such as earthquake, flood, hurricane, armed act, including but not limited to acts of terrorism, epidemic, actions of public authorities, including the orders of public authorities taking the form of normative legal provisions, events in the form of violent, sudden and large-scale social protests (strikes, demonstrations, etc.) that prevent or hinder the operation of the Store.
4. Data System shall not be held liable for improper use of the Store by the Customer.

8 Prices and forms of payment

1. Product prices shall not include the cost of delivery.
2. The price binding for the Customer shall be the price current at the time of order (order summary).
3. The Store provides the following forms of payment: immediate transfer, credit card and Blik. The Customer shall be obliged to pay the price for the Order immediately after placing it.
4. Data System has the right to extend / limit available payment methods.
5. Detailed terms of payment and operating principles of the TPay payment platform have been specified in the general conditions available on <https://tpay.com>.
6. By using the Store the Customer declares that he or she has accepted the conditions referred to in paragraph 5 above and is bound by them.

9 Product shipment

1. The costs of delivery shall be borne in each case by the Customer.
2. The Customer during the interactive form of filling out the Order shall be informed of the costs and selects a method of payment and delivery and accepts the cost of shipping when placing an order.
3. In the case of shipping abroad, shipping costs and delivery time shall be determined individually.
4. Purchased products shall be delivered via parcel machines or courier service.
5. Rules and manner of providing location services shall be specified in the Regulations for the provision of services, rental (or sale of DSLOCATE).

10 Data confidentiality

1. Data System, in accordance with applicable law, shall exercise due diligence concerning the confidentiality of information provided during the purchase process in the Store at www.datasystem.pl as well as information about the services provided to Customers, if they are not public in principle or their disclosure is not necessary for the proper provision of services to which they relate.
2. Information covered by confidentiality may be processed by Data System if it is the subject of the service provided to Customers, is necessary for its proper execution or supervision over the proper operation of Data System.
3. Data System shall exercise due diligence, to the extent justified by technical or economic reasons, when securing ICT devices, networks and data sets against disclosure of confidential data within the meaning of this paragraph.

11 Personal data protection

1. Personal data controller is Data System.

2. In the matter of personal data protection the Customer may contact Data System through its designated Data Protection Officer by e-mail sent to the address: biuro@datasystem.pl.
3. Personal data of the Customer and possibly his/her employees using the Store shall be processed only for the following purposes and legal bases:
4.
 - a) related to the conclusion of the Agreement of the assortment available in the Store, as well as the processing of complaints and requests and answering the Customer's questions (pursuant to Article 6(1)(b) or GDPR);
 - b) provide payment services (in accordance with Article 6(1)(f) of the GDPR); possible establishment, investigation, enforcement or defence against claims,
 - c) being the execution of Data System's legitimate interest, as well as to prevent fraud and abuse (pursuant to Article 6(1)(f) of the GDPR);
 - d) for direct marketing of services (in accordance with Article 6(1)(f) of the GDPR), and, in case the Customer has given appropriate consent - also for sending marketing information by means of electronic communication (in accordance with Article 6(1)(a) of the GDPR);
 - e) statistical and analytical research, i.e. better selection of services to meet the Customer's needs, optimisation of service processes, ensuring IT security of the service, detecting cases of unauthorised use of the service, Data System's financial analysis, which is the execution of its legitimate interest (in accordance with Article 6(1)(f) of the GDPR);
 - f) data storage for archiving purposes and to ensure accountability (in accordance with Article 6(1)(f) of the GDPR);
4. The scope of personal data processed includes:
 - a) first and last name,
 - b) company name;
 - c) correspondence address,
 - d) e-mail address,
 - e) telephone number,
5. personal data shall be kept for the period:
 - a) validity of the Agreement concluded with Data System, and after its termination, in connection with the legal obligation of the Controller arising from generally applicable legal regulations; b) necessary for Data System to pursue claims in connection with its operations or conducted business
5. Defence against the claims directed to Data System, based on generally binding legal regulations, considering the periods of limitation of claims specified in generally binding legal regulations;
6. In case of processing for marketing purposes - for the period of validity of the agreement or until the Customer raises an objection against such processing, depending on whichever of these events occurs first;
7. In the case of consent to data processing for a given purpose - until withdrawal of consent or no longer than is necessary for the purpose for which the data was collected;
8. For the purpose of accountability i.e. proving the compliance with regulations concerning the processing of personal data - it shall be kept for the period in which Data System is obliged to keep the data or documents containing the data in order to document the fulfilment of legal requirements and enable the control of their fulfilment by public authorities.
9. Data System uses services of other entities, processing personal data on its behalf in the field of:
 - legal services,
 - IT services,
 - marketing services,
 - maintenance and operation of telecommunication network.
10. In the case of processing of personal data of the Customer based on the consent, the Customer at any time has the right to withdraw it. Withdrawal of consent, however, shall not affect the legality of processing, which was carried out based on the consent before its withdrawal.
11. The Customer has the right to object to the processing of personal data based on the grounds indicated in Article 6(1)(e) and (f) of the GDPR, i.e. necessary for the performance of a task carried out by Data System in the public interest or in the exercise of public authority vested in Data System (Article 6(1)(e) of the GDPR) or necessary for the performance of a task carried out by Data System in the public interest or necessary for the purposes of the legitimate interests

pursued by the Data System or by the third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data (Article 6(1)(f) of the GDPR). In addition, it is possible to object to processing of personal data for direct marketing purposes, including profiling. If the objection is raised, Data System shall stop processing the data for these purposes unless Data System is able to demonstrate that there are compelling legitimate grounds in relation to the Customer's data which override the interests, rights and freedoms of the Customer or if the Customer's data is necessary for Data System to establish, assert or defend its claims.

12. The Customer has the right to access, rectify, erase or restrict processing of his/her personal data, or the right to object to processing, as well as the right to data portability.
13. In order to exercise the rights referred to in clause 9 above, it is necessary to submit a request to Data System by sending it to the following e-mail address: **biuro@datasystem.pl**. In order to ensure that the person submitting the request is authorized to submit it, Data System shall be entitled to obtain additional information to authenticate the Customer.
14. The Customer has the right to lodge a complaint to the President of the Personal Data Protection Office.
15. Data System shall ensure application of appropriate technical and organisational measures to ensure security of processed personal data, in particular to prevent access to such data by unauthorised third parties or their processing in violation of generally applicable law, to prevent loss of personal data, its damage or destruction.
16. Data System currently shall not plan to transfer Customer's personal data to any third country or international organizations (i.e. outside the EEA).

12 Complaints

1. Complaints about products and / or provision of services under the Store may be made by e-mail to the address: reklamacje@datasystem.pl or in the form of a registered letter sent to the address Data System within 1 month from the date of the event.
2. Claims shall include the designation of the person making the complaint (first name, surname, address, e-mail address) and a description of the event giving rise to the complaint. Precise terms and conditions of warranty for products shall be specified in the Regulations on the provision of services, rent or sale of DSLOCATE.
3. If the data or information provided in the complaint need to be supplemented, Data System, before considering the complaint, shall request the Customer to supplement it in the indicated scope. The above also applies to the necessity to provide the claimed product or products together with proof of purchase (invoice). Time to consider the complaint shall be then counted from the time of completion or correction of data.
4. Complaints shall be considered within 30 days from the date of receipt of a valid complaint. Information on the manner of processing the complaint shall be sent to the Customer on paper or in electronic form to the e-mail address from which the complaint was sent.
5. Customers and other persons may report to Data System any requests, comments and questions about the operation of the Store and services provided by the Store. These should be reported to the e-mail address: **biuro@datasystem.pl**
6. Customers, at the address referred to in paragraph. 5, may also report any failures or malfunctions of the Store.
7. Description of additional issues relating to the operation of the Store, including information, news, are available at www.datasystem.pl.
8. Parties exclude the liability of Data System under the statutory warranty.

13 Amendment to the Regulations

1. Data System shall have the right to unilaterally amend these Regulations. Amendments to the Regulations become effective 7 days after the amended Regulations are posted on the website at the following address www.datasystem.pl.
2. Data System shall inform the Customers of any changes to the Regulations by placing relevant information on www.datasystem.pl.

14 Final provisions

1. The headings indicated in these Regulations are for convenience only and shall not affect the interpretation of its provisions.
2. The Regulations and the Agreement shall be governed by Polish law.
3. In matters not covered by the Regulations, the provisions of the Civil Code and the Act on provision of electronic services and other mandatory provisions of law shall apply.
4. In the event that individual provisions of the Regulations prove ineffective or unenforceable, other provisions shall remain in force.
5. The Regulations shall be valid from 1 April 2021.
6. Court competent to resolve any disputes arising under the Regulations shall be a common court competent for the registered office of Data System.
7. In case of discrepancies between the provisions of the Regulations and the Regulations on the provision of services, rent (or sale), the provisions of these Regulations shall prevail.