

Niepołomice, 18.05.2018

Terms of Use of the Contact Form by its Users

I. General Provisions

These "Terms of Use of the Contact Form by its Users" define principles of the free use by Users of the Contact Form available at <http://celkar.pl/kontakt/> in order to obtain an answer to a question/questions with respect to topics covered thereby.

Definitions

Terms used in these Terms of Use have the following meaning:

1. Contact Form - a form in which Users of the <http://celkar.pl/kontakt/> webpage enter information and data necessary for performing a service / handling a provided report.
2. User - a person using the Contact Form to the extent provided for in these Terms of Use.
3. Celkar/Celkar Sp. z o.o./Company - CELKAR Sp. z o.o with its registered office in Niepołomice (32-005) at ul. Podłęska 25, entered in the National Court Register under number KRS 0000040981, whose files are kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register, Taxpayer's Identification Number (NIP) 679 -26-91-789, share capital: PLN 1,050,000.00.

III. Rules of Access to the Contact Form by the Users

1. Access to the Contact Form does not depend on the User completing any formalities, in particular, the access does not require the User to register and log in.
2. CELKAR provides the Users with free access to the Contact Form for an indefinite period.
3. The Contact Form is to be used only for correspondence relating to operations of CELKAR Sp. z o.o., with respect to topics specified therein.

IV. Terms of Use of the Contact Form and the User's Obligations

1. In order to use the Contact Form, the User should performs certain activities consisting of:

1. filling out the Contact Form by providing the following data and information:
name, email address, phone number, message content,
 2. confirmation that the User has read the Terms of Use and accepts all the provisions hereof,
 3. confirmation that the User consents to the processing of personal data for purposes of preparing and providing answers to the question(s) asked and for archiving the same,
 4. confirmation of the will to contact us by clicking the "Send" link contained in the Contact Form.
2. The User is obliged to use the Contact Form in compliance with laws and regulations, the provisions of these Terms of Use and good practices.
 3. The User undertakes not to provide false personal data, personal data of any other person without their permission and an e-mail address not owned by the User. The User shall be solely responsible for the content of the data provided thereby, including for any infringement on third-party rights.
 4. The User undertakes to read amendments to these Terms of Use.

V. Liability of CELKAR Sp. z o.o.

1. CELKAR Sp. z o.o. is not liable for User's decisions taken based on information obtained as a result of using information received after filling out the Contact Form.
2. CELKAR declares that all information obtained by the User via the Contact Form:
 1. has an information value,
 2. cannot form the basis for any claims against CELKAR Sp. z o.o.
3. CELKAR Sp. z o.o. is not liable for unavailability of the Contact Form for reasons beyond the control of CELKAR Sp. z o.o. or other technical reasons relating to operations of the ICT system and the website.
4. CELKAR Sp. z o.o. reserves the right to amend the provisions of these Terms of Use at any time. Any amendments come into force when the content of the amended Terms of Use are placed on the <http://celkar.pl/kontakt/> website.
5. CELKAR Sp. z o.o. reserves the right to discontinue offering this service for convenience at any time.

V. Personal Data Processing by CELKAR Sp. z o.o.

1. The controller of personal data of Users of the celkar.pl website is CELKAR Sp. z o.o with its registered office in Niepołomice (32-005) at ul. Podłęska 25, entered in the National Court Register under number KRS 0000040981, whose files are kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register, Taxpayer's Identification Number (NIP) 679 -26-91-789 (hereinafter: the "Company"). Contact details of the Company: by email at rodo@celkar.pl or by mail to the Company's address.
2. The Company does not appoint a Data Protection Officer (DPO).

3. The Company processes personal data solely for the purpose of providing information asked for by the User.
4. Providing of personal data is voluntary but necessary to respond to an inquiry. A failure to provide the data prevents us from responding to the question asked.
5. Personal data will be processed for a period necessary to perform the contract and after this period, for purposes, for a period and to the extent required by law or to secure possible claims, or until the given consent is withdrawn.
6. Recipients of personal data will be:
 - entities providing and supporting the Company's ICT systems in order to support the <http://online.celkar.pl> website and entities providing services relating to the ongoing operations of the Company,
 - entities providing product delivery services,- under relevant agreements for personal data processing,
 - Dotpay.pl - an entity providing online payment services, under a relevant agreement for data processing,
7. The data will not be transferred to recipients located in countries outside the European Economic Area (EEA).
8. To the extent resulting from laws and regulations:
 - a) Each person has the right of access to and rectification, erasure or restriction of processing of their personal data. If the basis for the processing of your personal data is a legitimate interest of the Controller, you can object to the processing.
 - b) In particular, you have the right to object to the processing for direct marketing purposes, including profiling, and for analytical purposes.
 - c) To the extent where the basis for the processing of your personal data is your consent, you have the right to withdraw the consent. Such withdrawal of your consent does not affect the lawfulness of the processing carried out on the basis of the consent before its withdrawal.
 - d) To the extent where your data are processed in order to conclude and perform a contract / provide services or where they are processed on the basis of consent - you also have the right to data portability. In this case, you will receive your personal data from us in a structured, commonly used and machine-readable format. You can send those data to another data controller.
9. Anyone whose personal data are processed by the Controller also has the right to lodge a complaint with the President of the Office for Personal Data Protection.
10. Providing of personal data for marketing purposes is voluntary. In the case of any doubts relating to the processing of personal data, each person may ask the Company for information. Notwithstanding the foregoing, everyone has the right to lodge a complaint with the supervisory authority - the President of the Office for Personal Data Protection.
11. The data provided to the Controller will be processed automatically; however, they will not be subject to profiling.