

## REGULATIONS OF THE PROVISION OF NEWSLETTER SERVICES

### §1.

#### Preliminary provisions

These Regulations (hereinafter: the "Regulations") set out the detailed rules for the provision of the "newsletter" service provided by

"LA MANIA" SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (registered office and service address: ul. Czerniakowska 87a, 00-718 Warsaw), entered in the register of entrepreneurs of the National Court Register under the number: KRS 0000366284, maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, share capital in the amount of: PLN 200 000.00; Tax Identification Number - NIP: Statistical Identification Number - REGON: 142572166.

The Newsletter service may be used by a natural person or a legal person acting through an authorised legal person, or an organisational unit without legal personality, to which the law grants legal capacity, with full legal capacity (hereinafter also: the "User").

If the User is a natural person with limited legal capacity, he/she undertakes to obtain the legally effective consent of his/her legal representative for the conclusion of the Newsletter service agreement (hereinafter also: the "Agreement") and to show such consent whenever requested by the Service Provider, the Agreement being, as a general rule, an agreement commonly concluded for minor day-to-day matters. LA MANIA does not charge Users for the provision of the Newsletter.

### §2.

#### Definitions of the regulations

Terms used in the Regulations shall have the following meanings:

- a) Controller – "LA MANIA" SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (registered office and service address: ul. Czerniakowska 87a, 00-718 Warsaw), entered in the register of entrepreneurs of the National Court Register under the number: KRS 0000366284, maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, share capital in the amount of: PLN 29 172 150.00; Tax Identification Number - NIP: Statistical Identification Number - REGON: 142572166. Contact with the Controller is possible in writing - to the address: LA MANIA Sp. z o.o. ul. Czerniakowska 87a, 00-718 Warsaw, lamania@lamania.eu or by phone at +48 885 250 250
- b) Registration form - a form filled in by the User with his/her personal data in the registration process;
- c) Commercial information - commercial information within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text, Journal of Laws of 2017, item 1219, as amended), hereinafter referred to as: UŚUDE;
- d) Newsletter - an email message in html format containing, among others, commercial information within the meaning of the UŚUDE, as well as illustrative information relating to the Controller's activities;

- e) Agreement - Agreement for the provision of the Service by electronic means concluded between the Controller and the User;
- f) Service - the service provided by the Controller electronically by sending the Newsletter;
- g) User - a person who has ordered the Newsletter Service.

### §3.

#### Rules for using the Newsletter service

The Newsletter Service, provided at the User's request after the conclusion of the Agreement includes:

- a) receiving by Users who have provided the Service Provider with their e-mail address, by electronic means, including by means of automatic calling systems, of commercial information concerning the Service Provider's products and services, including in particular information on current offers, promotions, discounts and marketing actions,
- b) receiving by Users who have provided the Service Provider with data including their name, surname, street, house number, number of premises, postal code, town, country, by mail, of commercial information concerning the Service Provider's products and services, including in particular, vouchers or dedicated promotional offers,
- c) receiving by Users who have provided their telephone number to the Service Provider, including by means of automated calling systems, of commercial information concerning the Service Provider's products and services, including in particular information on their current offerings, promotions, discounts and marketing actions.

Ordering of the Newsletter service means the conclusion of an agreement between the User and La Mania for the electronic provision of the Newsletter service (the "Agreement") and is performed by the User through the following registration steps on the website [www.lamania.eu](http://www.lamania.eu):

- a) entering at least a valid electronic mail address (e-mail address) of the User in the form posted on the website [www.lamania.eu](http://www.lamania.eu) or ticking the relevant checkbox to receive commercial information through the appropriate channel,
- b) reading and accepting of these Regulations,
- c) giving consent to the processing of personal data for the purposes of sending the Newsletter and to sending of commercial information to the User at the e-mail address indicated by the User,
- d) pressing (clicking) on the "Subscribe" button,
- e) logging-in of the User at the electronic mail address (e-mail) provided in the form and confirming the correctness of the data provided and the fact of registration by pressing (clicking) on the registration confirmation link contained in the e-mail sent to the User.

By pressing (clicking) on the registration confirmation link, the User's electronic mail address (e-mail) will be used from then on for the Newsletter service.

#### §4.

##### Service

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The Newsletter service is free of charge. Other services provided by LA MANIA may be payable under the terms indicated in separate regulations.

Irrespective of the aforementioned free-of-charge principle, the costs of connection to the Internet network used by the User must be taken into account. Internet connection costs correspond to the rates of the operator of the network used by the User. Contacting LA MANIA by e-mail or telephone does not incur any additional charges to LA MANIA.

The User shall only bear the costs of calls or Internet use corresponding to the rates of the telecommunications operators whose services are used.

The minimum technical requirements to cooperate with the information and communication system used by LA MANIA, is to have a computer or other device connected to the Internet, equipped with an Internet browser:

Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0 and higher, Safari version 5.0 and higher, Microsoft Edge version 25.10586.0.0 and higher and access to electronic mail, as well as the inclusion of Cookies and Javascript in the web browser. LA MANIA recommends setting a minimum screen resolution of 1024x768.

#### §5.

##### Users' responsibilities

Users' activities should be compliant with the applicable laws and good practices.

The User is obliged to use the Service in accordance with the rules set out in the Regulations, in accordance with applicable law and the principles of social coexistence.

The User is prohibited from providing unlawful content.

#### §6.

##### Liability

LA MANIA is liable for the content of the Newsletter under general principles.

Product offers presented in the Newsletter do not constitute an offer within the meaning of the Civil Code.

LA MANIA is not responsible for the actions of other Users interfering with the content of the Newsletter.

## §7.

### PERSONAL DATA

The controller of the personal data of Users who are natural persons provided in connection with the use of the Newsletter service, including in connection with the submission of complaints, is LA MANIA. The personal data provided will be processed for the performance of the Agreement and for the marketing of LA MANIA products and services. Provision of personal data of the User who is a natural person in the form, as well as provision of data required for the complaint notification, is voluntary, but necessary for the Newsletter service provision, including complaint processing. Users who are natural persons have the right to access and correct their personal data.

As of 25 May 2018, in connection with the application of 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 - "GDPR"), the following provisions apply to the personal data of Users who are natural persons.

The controller of the personal data of Users who are natural persons is LA MANIA, and the personal data of such Users will be processed by LA MANIA in order to:

- a) Perform the Agreement. The legal basis for the processing of personal data for this purpose is the necessity of the processing for the performance of the Agreement and taking action at the request of the User prior to its conclusion (Article 6(1)(b) of the GDPR). Personal data will be processed for this purpose throughout the term of the Agreement, including the period needed to process the User's complaint;
- b) Market LA MANIA's own products or services. The legal basis for the processing of personal data for this purpose is the necessity of the processing for the purposes of legitimate interests pursued by LA MANIA (Article 6(1)(f) of the GDPR). Justified interests referred to above relate to the promotion by LA MANIA of its own products or services and the promotion of LA MANIA itself. Personal data will be processed for this purpose throughout the term of the Agreement

The User who is a natural person has the right to access, rectify, erase his/her data (as long as this does not interfere with the performance of the Agreement or LA MANIA's obligations under the law), limit the processing, the right to data portability, as well as the right to object.

In exercising the right of access, the User who is a natural person is authorised to obtain from LA MANIA confirmation as to whether his or her personal data is processed, as well as to obtain a copy of them and to obtain information on, among other things, the purposes of the processing, the categories of personal data,

categories of recipients to whom the personal data has been or will be disclosed, the intended duration of storage of the personal data, the source of the personal data acquired by LA MANIA and automated decision-making, including profiling.

When exercising the right of rectification, the User who is a natural person is authorised to request LA MANIA to rectify or complete personal data concerning him/her that is incorrect or incomplete.

When exercising the right to erasure, the User who is a natural person is authorised to request LA MANIA to erase personal data concerning him/her, in the cases indicated in Article 17 of the GDPR, in particular where the personal data is no longer necessary for the purposes for which it was collected or an effective objection to the processing of such personal data has been lodged.

When exercising the right to restrict processing, the User who is a natural person is entitled to request LA MANIA to restrict processing in the cases set out in Article 18 of the GDPR, in particular if he or she challenges the accuracy of the personal data or objects to its processing - for a period that allows LA MANIA to verify the legitimacy of the request.

In exercising the right of data portability, the User who is a natural person has the right to obtain from LA MANIA, in a structured, commonly used machine-readable format, the personal data that such User has provided to LA MANIA. In addition, a User who is a natural person has the right to request that LA MANIA send such User's personal data to another controller, insofar as this is technically possible. The above mentioned right applies exclusively to personal data that LA MANIA processes on the basis of the User's consent or on the basis of an agreement concluded with the user.

When exercising the right to object, the User who is who is a natural person has the right to object, on grounds relating to his or her particular situation, to the processing of his or her personal data on the basis of LA MANIA's legitimate interests, including profiling. Despite the objection, LA MANIA is entitled to continue to process such personal data if it demonstrates the existence of valid, legitimate grounds for the processing, overriding the interests, rights and freedoms of the data subject or grounds for establishing or pursuing claims. A User who is a natural person has the right to object at any time to the processing of his/her personal data for direct marketing purposes by LA MANIA.

In all matters relating to the processing of personal data, including for the purpose of withdrawing the consent or exercising the rights granted to a User who is a natural person pursuant to the provisions on the protection of personal data, the User who is a natural person may contact LA MANIA at the e-mail address: [rodo@lamania.eu](mailto:rodo@lamania.eu), telephone number: +48 885 025 035 or by writing to the address of LA MANIA's registered office given above with the annotation "GDPR".

A User who is a natural person also has the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection. The contact details of the President of the Office for Personal Data Protection are available at: [www.uodo.gov.pl](http://www.uodo.gov.pl).

Personal data of the User who is a natural person may be disclosed to natural or legal persons, public authorities or entities, possibly to other entities ("Recipients"), including:

a) Authorised public administration bodies (including courts and prosecution organisational units, police, tax administration bodies and others);

b) Entities processing personal data under the agreement with LA MANIA and exclusively as instructed by LA MANIA

More information on the principles of personal data processing is available in the Privacy and Cookies Policy available at the address <https://www.lamania.eu/polityka-prywatnosci-i-cookies>.

## §8.

### Cancellation, withdrawal from the newsletter service and termination of the Newsletter service

The period of time during which LA MANIA provides the Service to Users is indefinite.

For important reasons, i.e. violation by the User of important provisions of the Regulations, i.e. §5(2) and §5(3) the Newsletter service may be terminated in relation to the User at any time and this termination shall have immediate effect. The notice of termination must be given in writing or by sending an e-mail to the address provided by the User in the Registration Form and stating the reason for termination.

In accordance with the Act of 30 May 2014 on consumer rights (Journal of Laws of 2017, item 683, as amended), the User who is also a consumer within the meaning of the Civil Code, has the right to withdraw from the agreement within 14 (in words: fourteen) days from the date of registration without stating any reason and without incurring any costs. The withdrawal period shall expire after 14 (in words: fourteen) days from the date of registration. Posting the declaration of withdrawal at the post office shall suffice to meet this deadline. Notwithstanding this right, the User is authorised to terminate the Agreement with LA MANIA at any time.

In order to exercise the right to withdraw from the Agreement with LA MANIA, the User shall inform LA MANIA of his/her decision to withdraw by means of an unequivocal statement submitted in writing to LA MANIA's address or by e-mail to: [e-lamania@lamania.eu](mailto:e-lamania@lamania.eu)

LA MANIA shall immediately send the User an acknowledgement of receipt of the information about the withdrawal from the Agreement with LA MANIA to the e-mail or postal address indicated by the User, depending on the manner in which the information on the withdrawal was received.

The right of withdrawal from the Agreement with LA MANIA does not apply to agreements for the supply of digital content which are not recorded on a tangible medium, if the performance of the service commenced with express consent of the User before the expiry of the withdrawal period and after the User has been informed of the loss of the right of withdrawal.

In the event of withdrawal from the Agreement, the Agreement shall be deemed not concluded and the User shall be released from any obligations. What LA MANIA and the User have provided in the performance of the Agreement shall be subject to the reimbursement in kind, unless the change was necessary within the limits of ordinary management. The reimbursement should take place immediately, no later than within 14 days.

Both the User and LA MANIA shall have the right to withdraw from the Agreement in the event that the other party to the Agreement fails to perform its obligation within a strictly defined period.

Notwithstanding the right to withdraw from the Agreement with LA MANIA, the User shall have the right to terminate the Agreement at any time. The User may terminate the Agreement with immediate effect at any time by submitting an appropriate declaration by e-mail to the address: e-lamania@lamania.eu or by post to LA MANIA.

LA MANIA shall be entitled to terminate the Service for a valid reason understood as compelling economic or business reasons and termination of business. LA MANIA will inform Users of the planned termination no less than 60 (in words: sixty) days in advance via email.

Termination of the Agreement by the User shall result in termination of the Newsletter receipt.

## §9.

### Intellectual property

Exclusive rights to all elements, including works within the meaning of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No. 24, item 83, as amended), made available by LA MANIA, in particular copyright, is vested in LA MANIA or in entities with which LA MANIA has entered into the relevant agreements. The User is entitled to use the aforementioned content free of charge exclusively for own personal use and exclusively for the correct use of the Newsletter service, worldwide. Any other use of the aforementioned content is only permissible with the express prior consent of an authorised party, in writing under pain of invalidity.

## §10.

### Amendment of the Regulations

LA MANIA may change the Regulations and the formula of the Service provided if at least one of the important reasons indicated in the catalogue below occurs:

- a) The amendment to the provisions of the applicable law that governs conducting of activities by LA MANIA, the provision of the Newsletter Service or which affects the mutual rights and obligations of the User and LA MANIA;
- b) The need to adapt the provisions of the Regulations to the applicable legislation or the need to make editorial changes to the Regulations;
- c) A change to the Newsletter Service terms and conditions that does not deteriorate the situation of Users in comparison to the previous ones;

In the event that the Regulations are changed for the reasons set out in clause 1 above, LA MANIA will notify Users of the changes at least 14-(in words: fourteen) days in advance by e-mail. LA MANIA is responsible for adequate notification of Users of planned amendments to the Regulations.

The User may terminate the Newsletter Service within 30 (in words: thirty) days from the date of notification of the amendment to the Regulations. The User may terminate the agreement by e-mail: e- lamania@lamania.eu or by traditional mail. This does not exclude the possibility of termination of the Agreement by the User at any time.

An amendment to the Terms and Conditions shall be binding upon the User if the amended Regulations have been delivered to the User, and the User has not terminated the Newsletter Service within the time limit indicated in clause 3 above. This shall not affect the User's right to cancel the Newsletter Service at any time and without giving reasons.

## §11.

### Complaint procedure

Complaints regarding this service can be made by e-mail to the following electronic address: [e-lamania@lamania.eu](mailto:e-lamania@lamania.eu)

The complaint must include the User's e-mail address, if the complaint is sent from a different address, and a detailed description of the problem.

Complaints meeting the above requirements will be considered within 14 working days of receipt of the complaint by the Service Provider.

Information on handling of the complaint will be sent to the User's e-mail address.

The use of the Service does not exclude the rights granted to the User under the provisions of the law, including in particular those arising from the User's status as a consumer within the meaning of Article 22[1] of the Civil Code.

## §12.

### Final Provisions

The Regulations are available at LA MANIA's head office as well as on the website at [www.lamania.eu](http://www.lamania.eu).

Unless otherwise stated in the Regulations, all correspondence related to the Newsletter Service should be addressed to the email address LA MANIA: e-lamania@lamania.eu.

The Agreement between the User and LA MANIA, the subject of which is the Newsletter Service provided by LA MANIA, is governed by Polish law.

Unless otherwise stipulated by the unconditionally binding law, any disputes concerning agreements concluded on the basis of these Regulations between LA MANIA and the User shall be settled by the common courts with jurisdiction over the registered office of LA MANIA.

The Regulations shall come into force from 16 January 2024.