

GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE (TERMS AND CONDITIONS)

I. PREAMBLE

1. This document defines the terms and conditions of access to and use of the website, hereinafter referred to as "**General Terms and Conditions**".
2. Each User, upon taking steps to use the website, is obliged to read, comply with and accept the General Terms and Conditions, without limitations or reservations.
3. If you do not agree to all of the General Terms and Conditions, you must cease using the website and leave it immediately.
4. All trade names, company names, and logos used on the website are the property of their respective owners and are used for identification purposes only. They may be registered trademarks.
5. Unauthorized use of the website content, works or information, as well as their unauthorized reproduction, retransmission or other use of any element of the website is prohibited, as such action may violate, among other things, copyright or protected trademarks.
6. Questions or comments regarding the website can be sent to the following email address: bjarzylo.work@gmail.com.

II. DEFINITIONS

1. **REGISTRATION FORM** - a questionnaire available on the website enabling registration and creation of an Account on the website.
2. **ACCOUNT** - a set of resources on the website marked with an individual name or login and password, in which User data is collected;
3. **APPLICABLE LAW** - For the purposes of implementing the General Terms and Conditions, Polish law shall apply;
4. **WEBSITE** - a tool called: www.bartoszjarzylo.com, used to provide electronic services;
5. **USER** - a natural person, a legal person or an organizational unit without legal personality, to which the law grants legal capacity, using electronic services available on the website;
6. **TERMS AND CONDITIONS** - a collection of all provisions, including but not limited to these General Terms and Conditions, privacy policy, cookies , terms and conditions of use of the online store and any other terms and conditions found on the

website that relate to specific functions, features or promotions, as well as customer service;

7. **OWNER** - The entity providing this website, namely: Bartosz Jarzyło, e-mail: bjarzylo.work@gmail.com;

III. SCOPE OF CONDITIONS

1. The Owner provides access to the content of the website in accordance with the following General Terms and Conditions.
2. The content and data published on the website are for informational purposes only and may be used for informational purposes only.
3. Users may use the access and services offered on the website subject to prior acceptance of the General Terms and Conditions.

IV. RULES OF USE OF THE WEBSITE

1. The website is supported by all types of web browsers. No special features of the User's end device are required.
2. After accepting the Terms and Conditions, the User has the right to view, copy, print and distribute, without making any changes to the content, the content of this website, provided that:
 - a) this content will be used solely for informational and non-commercial purposes;
 - b) each copy made will contain copyright information or data relating to the author of the content.
3. It is prohibited to use or copy any software, processes or technologies that are part of the website.
4. Users may use the website only in compliance with the provisions of the Electronic Communications Act, the Act on the Provision of Electronic Services and the relevant provisions of civil law.
5. It is prohibited to use the website:
 - a) in a way that leads to a violation of applicable law;
 - b) in any way that is unlawful or dishonest, or is intended to achieve any unlawful or dishonest purpose;
 - c) for the purpose of harming or attempting to harm children in any way;

d) to send, knowingly receive, upload or use content that does not comply with the General Terms and Conditions;

e) to transmit or provoke the sending of any unsolicited or unauthorized advertising or promotional materials, as well as any similar forms, included in the collective category of SPAM;

f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, spyware, adware or any other malicious program or similar computer codes programmed to adversely affect or threaten the functioning of any computer software or hardware or to adversely affect or threaten the User.

V. COOKIES

1. The website uses cookies or similar technology (hereinafter collectively referred to as " **cookies** ") to collect information about the User's access to the website (e.g. via computer or smartphone) and their preferences. They are used, among other things, for advertising and statistical purposes and to adapt the website to the User's individual needs.

2. Cookies are pieces of information containing a unique reference code that a website transfers to a user's device to store and sometimes track information about the device being used. They typically do not identify the user. Their primary purpose is to better tailor the website to the user.

3. Some cookies on the website are only available for the duration of a given web session and expire when the browser is closed. Other cookies are used to remember the user, recognizing them when they return to the website. They are then retained for a longer period of time.

4. All cookies appearing on the website are set by the Owner.

5. All cookies used by this website comply with applicable European Union law.

6. Most users and some mobile browsers automatically accept cookies . If these settings remain unchanged, cookies will be saved in your device's memory.

cookie acceptance preferences or change your browser to receive notifications each time cookies are enabled. To change your cookie acceptance settings , you must adjust your browser settings.

8. Please remember that blocking or deleting cookies may prevent you from fully using the website.

9. Cookies will be used for necessary session management, including:

a) Create a special login session for the Website User so that the Website remembers that the User is logged in and their requests are delivered in an efficient, secure and consistent manner;

- b) Recognizing a User who has previously visited the website, which allows for the identification of the number of unique users who have used the website and allows for ensuring that the website has sufficient capacity for the number of new users;
- c) Recognizing whether a website visitor is registered on the website;
- d) Recording information from the User's device, including: cookies , IP address and information about the browser used, in order to diagnose problems, administer and track the use of the website;
- e) Customizing elements of the graphic layout or content of the website;
- f) Collecting statistical information about how the User uses the website in order to improve the website and determine which areas of the website are most popular with Users.

VI. Social Media Icons

1. The website contains graphic icons linking to the Owner's social media profiles (e.g., LinkedIn , Instagram, Github). Clicking on an icon redirects you to an external website managed by the provider of the relevant social media site. The website owner does not collect any data in connection with the use of these icons.

VII. PLUGIN FOR OTHER SOCIAL NETWORKING PORTALS

1. The Owner may also use other social plugins (e.g. Twitter, Google+ or LinkedIn).
2. Social media plug-ins can be identified by icons used to share information on a given platform.
3. Plugins enable users of these platforms to link to the website in their posts on these social media platforms.
4. The plugins will directly connect to the Owner's profile on the server of the relevant social networking site. The social networking site may then obtain information that the User has visited the website from their IP address.
5. During a User's visit to a profile, the social media site administrator uses cookies and other similar technologies to monitor the User's behavior and actions. This information is collected, among other things, for the purpose of creating website statistics. The statistics contain only anonymized statistical data about users visiting the profile and cannot be linked to a specific individual. The owner does not have access to personal data used by social media sites for the purpose of creating website statistics, among other things.
6. Website statistics generated by social media platforms provide the Owner with information on how Users interact with the Owner's profiles and which published

content is most popular. This information allows the Owner to optimize its profiles by better tailoring published content to Users' interests and behaviors . The entity responsible for processing User data for the purpose of generating website statistics is the administrator of each of the aforementioned social media platforms. Therefore, administrators are obligated to inform Users of all matters related to the processing of personal data for the purpose of generating website statistics and of the possibility of exercising their privacy rights under applicable law.

VIII. EXTERNAL LINKS

1. Links on this website to other websites are provided for information purposes only.
2. The website owner is not responsible for the content of other websites or for any damage resulting from their use.

XI. RESPECT FOR INTELLECTUAL PROPERTY

1. The website and its content may be protected by copyright, trademark law and other laws relating to the protection of intellectual property.
2. The marks, logos and other personalized emblems of the Owner appearing on the website (collectively referred to as the " **Marks** ") constitute trademarks of the Owner.
3. Except for separate, individual, written authorizations, the User may not use the Marks belonging to the Owner: separately or in combination with other verbal or graphic elements, in particular in press releases, advertising, promotional or marketing materials, in the media, in written or oral materials, in electronic form, in visual form, or in any other form.

XII. USER DATA PROTECTION

The Owner fully respects User privacy. Detailed information on how User personal data or other information is collected and processed, as well as the circumstances in which the Owner may disclose it, can be found in the Privacy Policy.

XI II. LIMITATION OF LIABILITY

1. The website contains general information. It is not intended to provide professional advice. Before taking any action that may affect your financial situation or business, you should consult a professional advisor.
2. The website does not provide any guarantees regarding its content, in particular guarantees of security, error-free nature, absence of viruses or malicious codes, guarantees regarding correct operation or quality.

3. The website provides no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, non-infringement of copyright, customization, security and accuracy of information.
4. The user uses the website at his/her own risk and assumes full liability for any damages related to or arising from its use, whether direct, indirect, incidental, consequential, punitive or other damages, whether based on contract, tort, or negligence, including, but not limited to, loss of data or services.
5. The website is not responsible for any links contained on the website, especially if they lead to websites, resources or tools maintained by third parties.
6. The owner is not liable if the website is temporarily or permanently unavailable for any reason.
7. The Owner is not responsible for the information provided on the website, nor can it ensure the complete security of transactions or communications conducted via the website.
8. Despite the Owner's best efforts to ensure the accuracy and up-to-date nature of the website, errors may occur that were not intentional and that the User is requested to report them to the Owner upon discovery.
9. All the above-mentioned exclusions and limitations of liability apply to the fullest extent permitted by law, covering every type of existing liability, including contractual liability, tort liability and any other liability provided for in Polish or foreign law.

X IV. VALIDITY OF PROVISIONS

1. If any provision of these General Terms and Conditions is or becomes invalid or unenforceable in any legal system, the remainder of these General Terms and Conditions will remain valid and unaffected. The parties will replace the invalid or unenforceable provision with another that most closely reflects the intended purpose. This also applies to any gaps in these General Terms and Conditions.
2. If any provision of the General Terms and Conditions is or should become invalid or unenforceable in one or more legal systems, all provisions of the General Terms and Conditions shall remain valid in any other legal system.

XV. RELATIONSHIP TO CONCLUDED AGREEMENTS

Unless otherwise stated, the General Terms and Conditions constitute the complete and exhaustive agreement between the User and the Owner regarding the use of the website in terms of the content contained therein and supersede all other understandings, agreements and arrangements relating to the subject matter (content) of these General Terms and Conditions.

XVI. CHANGE OF TERMS WEBSITE

1. The website owner reserves the right to modify these General Terms and Conditions at any time during their validity by posting an updated version on the website, which shall become binding on Users from the moment of their publication, unless otherwise indicated in the modified General Terms and Conditions.
2. The User is obliged to familiarize himself with the modifications to the General Terms and Conditions, about which the Owner will inform him by sending him a message or communication about the changes to the General Terms and Conditions for acceptance.
3. Your continued use of the website constitutes acceptance of the modified Website Terms.

XVII. DISPUTE RESOLUTION

1. The Parties agree to resolve any disputes that may arise in the first instance through an amicable settlement of the matter before the competent arbitration court (arbitration agreement).
2. If an amicable settlement proves impossible, the dispute arising from these General Terms and Conditions shall be resolved by the court in whose district the Owner's registered office is located.

X VIII. LEGAL BASIS

In matters not regulated in these General Terms and Conditions, the following laws shall apply accordingly:

- a) the Act of 12 July 2024 – Electronic Communications Law (*Journal of Laws of 2024, item 1221, as amended*);
- b) the Act of 18 July 2002 on the provision of services by electronic means (*i.e. Journal of Laws of 2020, item 344, as amended*);
- c) the Act of 4 February 1994 on copyright and related rights (*i.e. Journal of Laws of 2022, item 2509, as amended*);
- d) the Act of 23 April 1964, the Civil Code (*Journal of Laws of 2024, item 1061, as amended*);

and other relevant provisions of Polish law.