

## WEBSITE TERMS & CONDITIONS arago.green

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### 1. GENERAL PROVISIONS

1. The arago.green website operates according to the rules set out in these Terms & Conditions.
2. These Terms & Conditions define the types and scope of e-services provided by arago.green, the rules for the provision of these services, the conditions for entering into and termination of e-services agreements, as well as the complaint procedure.
3. Each Customer, as soon as he or she starts using the e-services of arago.green website, is obliged to comply with the provisions of these Terms & Conditions.
4. In matters not regulated herein, the provisions of the following regulations shall apply:
  - the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws No. 144, item 1204, as amended),
  - the Act of 30 May 2014 on Consumer's Rights. (Journal of Laws 2014 item 827),
  - the Act of 23 April 1964 on Civil Code (Journal of Laws No. 16, item 93, as amended), and
  - other relevant provisions of Polish law.

### 2. DEFINITIONS

1. CONTACT FORM - a form available on the arago.green website enabling the Customer to contact the Service Provider directly.
2. TERMS & CONDITIONS - these terms and conditions.
3. SERVICE PROVIDER - ARAGO Sp. z o.o., with its registered office at Podgórna 82A Street, 87-300 Brodnica, delivery address: Podgórna 82A, 87-300 Brodnica, Poland, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Toruń, VII Economic Division under KRS number: 0000686904, tax identification number (NIP): 9562326208, National Official Business Register number (REGON): 367787398, e-mail: [privacy@arago.green](mailto:privacy@arago.green), phone: +48 600 991 359.
4. CUSTOMER - a natural person or a legal person or an organisational unit without legal personality, to whom the Act grants legal capacity, using E-service.
5. E-SERVICE - a service provided electronically by the Service Provider to the Customer via the Website.
6. NEWSLETTER - E-service that allows the Customer to subscribe to and receive at the provided by him/her e-mail address free information from the Service Provider.

### 3. NATURE & SCOPE OF ELECTRONIC SERVICES

1. Service Provider via its Website enables using the following E-services:
  - Contact Form,
  - Newsletter.
2. The provision of E-services to the Customers takes place under these Terms & Conditions.

### 4. TERMS & CONDITIONS FOR THE PROVISION AND CONCLUSION OF E-SERVICE AGREEMENTS

1. Provision of E-services specified in chapter 3 point. 1 of these Terms & Conditions by Service Provider is free of charge.
2. Period for which the E-service Agreement shall be concluded:
  - the agreement for the provision of E-services consisting of sending messages via the Contact Form shall be concluded for a definite period of time and shall terminate at the moment of sending the message or ceasing to send it by the Customer.
  - the agreement for the provision of E-services consisting of using the Newsletter shall be concluded for an indefinite period of time.
3. Technical requirements necessary to work with the ICT system used by the Service Provider:
  - a computer with Internet access,
  - e-mail access,
  - a web browser,
  - enable Cookies and Javascript in the browser.



4. The Customer is obliged to use the Website in a manner consistent with the law and good practice, with due respect for the personal rights and intellectual property rights of the third parties.
5. The Customer is obliged to insert factually correct data.
6. The Customer is prohibited from providing unlawful content.

## 5. TERMS & CONDITIONS FOR TERMINATION OF E-SERVICE AGREEMENTS

1. Termination of E-service Agreement:
  - The agreement for provision of E-services of permanent and indefinite character (e.g. use of Newsletter) may be terminated.
  - The Customer may terminate the agreement with immediate effect and without giving reasons by sending via e-mail an appropriate statement to the following address: [privacy@arago.green](mailto:privacy@arago.green).
  - The Service Provider may terminate the Agreement for continuous and uninterrupted provision of E-services in case the Customer violates these Terms & Conditions, in particular when he/she provides unlawful content, after an ineffective prior request to cease such violations within a specified period. The Agreement in such a case expires after 7 days from the date of submission of a declaration of intent to terminate it (termination notice period).
  - Termination shall lead to the cessation of the legal relationship with effect for the future.
2. The Service Provider and the Customer may terminate the E-service Agreement at any time by mutual consent of the parties.

## 6. COMPLAINT PROCEDURE

1. Complaints related to the provision of E-services by the Service Provider:
  - Customer's complaints related to the provision of E-services may be submitted to: [privacy@arago.green](mailto:privacy@arago.green).
  - In the above-mentioned e-mail message, please provide as much information and circumstances concerning the subject matter of the complaint as possible, in particular the type and date of occurrence of the irregularity as well as the Customer contact details. The information provided will significantly facilitate and expedite consideration of the complaint by the Service Provider.
  - The Service Provider shall consider the complaint immediately, no later than within 14 days.
  - The Service Provider's response to the complaint shall be sent to the Customer's e-mail address as provided in the complaint or in any other way specified by the Customer.

## 7. INTELLECTUAL PROPERTY

1. All content on the arago.green website enjoys copyright protection and is the property of arago.green. The Customer is fully responsible for any damage caused to the Service Provider as a result of using any content of the arago.green website without the consent of the Service Provider.
2. Any use by anyone, without the explicit written consent by the Service Provider, of any of the elements making up the content of the arago.green website constitutes a violation of copyright vested in the Service Provider and will result in civil and criminal liability.

## 8. FINAL PROVISIONS

1. Agreements concluded through the Website shall be governed by Polish law.
2. If any part of these Terms & Conditions is inconsistent with applicable law, the relevant rules of Polish legislation shall apply instead of the challenged provision.