

# TERMS AND CONDITIONS OF NEWSLETTER / CONTACT FORM

## I. GENERAL PROVISIONS

1. This document (hereinafter also the "Regulations") sets out the detailed rules for the provision of the „newsletter service“, „contact form" service by F.B. Export Sp. z o.o. with headquarters in Warsaw, ul. Twarda 16A, 00-105 Warsaw (which is not the address for delivery), entered in the Register of Entrepreneurs kept by the District Court in Warsaw, XIV-th Economic Department of the National Court Register under KRS number 0000312518, NIP 5222898197, REGON 141550872, with the share capital of PLN 50,000, paid in full; e-mail address: [info@flyboard-europe.com](mailto:info@flyboard-europe.com), contact telephone number: (+48) 22 258 21 75.

2. The Newsletter service, Contact form may be used by a natural person, or a legal person acting by a person, or an organizational unit without legal personality, the law of which grants legal capacity, having full legal capacity (hereinafter also: "Recipient"). If the Customer is a natural person with limited legal capacity, if necessary he agrees to obtain legally effective consent of his statutory representative to conclude a contract for the provision of the Newsletter service, Contact form (hereinafter also: "Agreement") and provide such consent at any request of the Service Provider, whereas in principle, subject to "Agreement" is of common contract on minor everyday matters nature The Service Provider does not charge subscribers for the Newsletter service, Contact form.

3. Using the Newsletter service, contact form (including the conclusion of the Agreement) requires that the final device and IT system used by the Customer, the following minimum technical requirements (1) a computer, laptop or other multimedia device with access to the Internet, and in the case of recipients of the Newsletter service, Contact form on the given mobile number - mobile phone; (2) access to electronic mail; (3) 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; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser; (6) valid / active email address; (7) keyboard or other pointing device that allows correct completion of electronic forms.

## II. RULES FOR USING THE NEWSLETTER SERVICE, CONTACT FORM

1. The Newsletter service, Contact form provided at the request of the Customer after the conclusion of the Agreement, includes:

- a. Receiving by the Customers who have provided the Service Provider with their e-mail address, by electronic means, including automated caller systems, commercial information regarding the products and services of the Service Provider and partners of the Service Provider (current list available on Online Service), including in particular information about their current offer, promotions, discounts and marketing campaigns,
- b. receiving by the Customers who have provided the Service Provider with data including their name, surname, street, house number, apartment number, zip code, city, country, in particular they have placed an order or created an account at the Internet address: [www.flyboard-europe.com](http://www.flyboard-europe.com) (hereinafter also: "Website"), by postal trade information regarding the products and services of the Service Provider and the Service Provider's partners (current list available on Online Service), including in particular vouchers or dedicated promotional offers,
- c. receiving by the Customers who have provided the Service Provider with their telephone number, including automated call-out systems, commercial information regarding the products and services of the Service Provider and the Service Provider's partners (current list available on Online Service), including in particular information about their current offer, promotions, discounts and marketing campaigns.

2. Using the Newsletter service, Contact form is possible after completing the next steps by the Customer:

- a. provide your name, e-mail address, phone number in the appropriate field on the Website or check the appropriate checkbox in order to receive commercial information by the appropriate channel;
- b. accepting the provisions of these Regulations by clicking the activation link sent by the Service Provider to the e-mail address provided by the Customer (the moment of commencement of the Newsletter service, Contact form).

3. Newsletter service and Contact form is provided for an indefinite period.

4. The Customer is obliged in particular to:

- a. provide the Service Provider only with real, current and all necessary data of the Service Recipient,
- b. immediately update the data provided to the Service Provider in connection with the conclusion of the Agreement;

c. to use the services offered by the Service Provider in a manner consistent with the provisions of applicable law and without violating the rights of third parties, provisions of the Regulations, as well as with the customs and principles of social conduct adopted in this regard, in particular non-delivery of unlawful content.

### III. PERSONAL DATA PROTECTION

1. The Customer's personal data is processed by the Service Provider as a personal data administrator in order to provide the Newsletter service and Contact form.
2. Providing personal data by the Customer is voluntary, but necessary in order to use the Newsletter service and Contact form, subject to paragraph 3 below.
3. The Service Provider allows the Clients to use the Newsletter service and Contact form in an anonymous manner when the e-mail address provided by the Customer does not allow identification of the Service Recipient and the Service Recipient did not provide the Service Provider with other personal data.
4. The Service Recipient has the right to access their personal data, including the request for issuing a copy, requesting rectification, limiting the processing or deletion of their data and resigning from the newsletter, transferring their personal data, e.g. to another administrator, lodging a complaint to the President of the Office of Data Protection Personal and to correct them.

### IV. INTELLECTUAL PROPERTY OF THE SERVICE PROVIDER

Exclusive rights to all elements, including works within the meaning of the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws No. 24, item 83, as amended), made available by the Service Provider or partners of the Service Provider, in particular copyrights, belong to the Service Provider or entities with whom the Service Provider has concluded appropriate agreements. The recipient is entitled to use the abovementioned content free of charge only for personal use and only for the correct use of the Newsletter service throughout the world. Using the above content in a different scope is allowed only on the basis of express prior consent, granted by the entity authorized to do so, in writing otherwise being null and void.

## V. COMPLAINT PROCEDURE

1. The Customer may submit reservations related to the Newsletter service , Contact form in the form of a complaint.
2. The response to the complaint by the Service Provider shall take place immediately, not later than within 30 days from the date of its submission.
3. Complaints related to the provision of the Newsletter service, Contact form may be submitted, for example, in writing to the following address: ul. Twarda 16A, 00-105 Warsaw.
4. In order to expedite the processing of the complaint, please provide your name and contact details of the complaining party as well as a description of the reasons justifying the complaint.
5. Neither the Service Provider nor its employees, authorized representatives and plenipotentiaries shall be liable to the non-Consumer Recipient, its subcontractors, employees, authorized representatives and / or proxies for any damages, including loss of profits, unless the damage was caused intentionally by them.

## VI. TERMINATION OF THE AGREEMENT AND CHANGE OF REGULATIONS

1. The Customer may, at any time and without giving any reason, unsubscribe from the Newsletter service (resignation from the service), in particular by clicking on the deactivation link in each e-mail sent to the Customer as part of the Newsletter service.
2. The Service Provider may terminate the Agreement at any time by giving one month's notice for important reasons, understood as (closed catalogue):
  - a. a change in the legal provisions regulating the provision of electronic services by the Service Provider affecting the mutual rights and obligations set out in the Agreement or changing the interpretation of the above provisions as a result of court decisions, decisions, recommendations or recommendations appropriate to the given area of offices or bodies;
  - b. a change in the manner of providing services solely due to technical or technological reasons (in particular, updating the technical requirements indicated in these Regulations);
  - c. changing the scope or provision of services to which the provisions of the Regulations apply, by introducing new, modifying or withdrawing by the Service Provider the existing functionalities or services covered by the Regulations

3. The service provider's statement to the extent specified in paragraph 2 above sends to the e-mail address provided by the Customer during registration to the Newsletter service.

4. The Service Provider may terminate the Agreement for a seven-day period of notice or deny it further rights to use the Newsletter service, as well as limit its access to some or all of the content referred to in point IV above for important reasons, i.e. in the case gross violation by the Customer of these Regulations, i.e. in situations where the Service Recipient (closed catalogue) violates the provisions of point II. paragraph. 6 lit. c, d of the Regulations.

5. The Regulations constitute a contractual pattern within the meaning of art. 384 § 1 of the Act, the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).

6. The Service Provider may change these Regulations in the event of at least one of the following important reasons (closed catalogue):

a. a change in the legal provisions regulating the provision of electronic services by the Service Provider affecting the mutual rights and obligations set out in the Agreement or changing the interpretation of the above provisions as a result of court decisions, decisions, recommendations or recommendations appropriate to the given area of offices or bodies;

b. a change in the manner of providing services solely due to technical or technological reasons (in particular, updating the technical requirements indicated in these Regulations);

c. changing the scope or provision of services to which the provisions of the Regulations apply, by introducing new, modifying or withdrawing by the Service Provider the existing functionalities or services covered by the Regulations.

7. In case of making changes to the Regulations, the Service Provider shall provide a united text of the Regulations by publication on the Website and by means of messages sent to the e-mail address provided by the Service Recipient during registration to the Newsletter service.

8. The amendment to the Regulations comes into force after 14 days from the date of sending information about the change. The Service Recipient has the right to terminate the Agreement within 14 days from the date of notifying him of the change in the Regulations.

## VII. FINAL PROVISIONS

1. The contract is concluded in English.

2. The consolidation, security and access to essential provisions of the concluded Agreement takes place by sending an e-mail to the e-mail address provided by the Service Recipient during registration to the Newsletter service.

3. The law applicable to the Contract is the law of the Republic of Poland, and courts, common courts in the Republic of Poland, unless otherwise provided in the mandatory provisions of law.