



**Terms of Use of the abc-czepczyński.pl Portal**  
**[abc-czepczyński.pl](https://abc-czepczyński.pl)**  
**of 15 November 2023**  
(the "Terms of Use")

These Terms of Use of the portal available at [abc-czepczyński.pl](https://abc-czepczyński.pl) (the "Portal") define the terms and conditions for using services provided electronically via the Portal, including, among others, providing a contact form. Before using the Electronic Service, the User may consult the current wording of these Terms of Use. They are available at <https://abc-czepczyński.pl/regulamin/> in a way that allows them to be downloaded free of charge and saved on the User's device in .PDF format.

**Contents:**

I. Preliminary provisions .....	1
§ 1. Definitions .....	1
§ 2. General rules .....	2
II. Electronic Service .....	2
§ 3. Rules for the provision of Electronic Service and its elements .....	3
§ 4. Technical activities constituting the conclusion of the Electronic Service Agreement .....	3
§ 5. Use of Electronic Service .....	3
§ 6. The Term of the Electronic Service Agreement .....	4
III. Final provisions .....	4
§ 7. Functionality and interoperability within the Electronic Service .....	4
§ 8. Complaint procedure and out-of-court methods of resolving disputes .....	4
§ 9. Technical Support .....	5
§ 10. Changes to the Terms of Use and final provisions .....	5

I. Preliminary provisions

§ 1. Definitions

- 1) Platform** – an online platform available at [abc-czepczyński.pl](https://abc-czepczyński.pl) (the "Platform" or "Website") through which the User may use the Electronic Service;
- 2) Supplier** – entity specified in § 2.1 below;

- 3) Consumer** - a User who enters into a legal transaction with the Supplier that is not directly related to its business or professional activity. The provisions of the Terms of Use on Consumer(s) also apply to a natural person concluding a contract directly related to their business activity, when the content of such contract shows that it does not have a professional character for such person, resulting in particular from the subject of their business activity, made available under the provisions on the Central Registration and Information on Economic Activity;
- 4) Terms of Use** - these terms of use, made available in a way that allows the User to read, download, save and reproduce them (free of charge) at any place and time. The Terms of Use define the terms and conditions for the operation and use of the Electronic Service. In the scope of services provided electronically, these Terms of Use are the regulations referred to in Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2002, No. 144, item 1204, as amended);
- 5) Electronic Service** - a service provided electronically based on the Terms of Use and via the Website pages, which consists of elements available to each User - a person visiting the Portal. The Electronic Service includes, among others, the ability to send inquiries to the Supplier and contact the Supplier via a dedicated form;
- 6) Service** - services provided by the Supplier by using the functionalities of the Platform;
- 7) Act** - Consumer Rights Act - Act of 30 May 2014 on Consumer Rights;
- 8) User** - an adult natural person (with full legal capacity) using the Electronic Service.

## § 2. General rules

1. The Electronic Service is provided by ABC CZEPZYŃSKI SP. Z O.O. SP. K. - ul. Wigury 20, 64-400 Międzychód, Poland, Tax Identification No. 595-14-42-504, at the website address [abc-czepczynski.pl](http://abc-czepczynski.pl).
2. The Supplier is the controller of the Users' data within the meaning of the 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, the "GDPR"). Privacy protection principles, including personal data and the use of cookies by the Supplier, are described in the Privacy Policy available at: <https://abc-czepczynski.pl/polityka-prywatnosci/>.
3. The User can contact the Supplier quickly and proficiently at the Supplier's registered office, i.e. the address indicated above, and by:
  - 1) phone at: +48 95 748 99 01,
  - 2) e-mail: [abc@abc-czepczynski.pl](mailto:abc@abc-czepczynski.pl).
4. The Supplier provides Electronic Services in line with these Terms of Use and the provisions of generally applicable law, including the Act on the Provision of Electronic Services.
5. The mere use of the Electronic Service does not result in any financial consequences for the User.

## II. Electronic Service

### § 3. Rules for the provision of **Electronic Service and its elements**

1. The User may use the Electronic Service, including viewing the content posted on the Portal, under the provisions set out in these Terms of Use. The User is prohibited from providing illegal content, as discussed in detail below. Only an adult natural person with full legal capacity may use the Electronic Service.
2. The Electronic Service consists of:
  - 1) browsing content,
  - 2) enabling to choose the language in which the content is displayed,
  - 3) sending inquiries (or other messages) via contact forms available at: <https://abc-czepczynski.pl/kontakt/> and <https://abc-czepczynski.pl/dla-przewoznikow/>,
  - 4) enabling viewing and downloading materials published on the Portal.

### § 4. **Technical activities constituting the conclusion of the Electronic Service Agreement**

1. To use the Electronic Service, the User must have access to the Internet.
2. To use the Electronic Service, please read these Terms of Use. Before using the Service, the User may consult the Terms of Use and download them to his/her device (free of charge). The User must comply with the binding provisions of the Terms of Use.
3. Under the Electronic Service Agreement, the User is not obliged to provide services other than personal data, and the Supplier processes these data solely to perform the agreement.

### § 5. Use of **Electronic Service**

When using the Electronic Service, the User must refrain from:

- 1) providing false personal data,
  - 2) providing illegal, false content that infringes the legally protected personal rights of third parties, copyright and related rights, or using the Platform for such purposes;
  - 3) sending advertising content, the distribution of which is prohibited on the Internet;
  - 4) copying, modifying, distributing, transmitting or otherwise using any elements of the Website and databases made available on the Website, except for using them as part of permitted use;
  - 5) taking any action that may hinder or disrupt the functioning of the Platform.
2. To stop using the Electronic Service, the User can end the browser's use of the Platform.

### III. Final provisions

#### § 6. **Functionality and interoperability within the Electronic Service**

The use of the Electronic Service within the Platform is possible provided that the User's operating system meets the following minimum technical requirements: having access to the Internet and a current version of a web browser, e.g. Google Chrome, Mozilla Firefox, Microsoft Edge, Opera or Safari installed on Windows 10 or later and macOS 10.15 or later.

#### § 7. **Complaint procedure and out-of-court methods of resolving disputes**

1. The Supplier is liable to the User under civil law for violating the Electronic Service Agreement (for non-performance or improper performance).
2. Complaints may be submitted by the User to the following address: ul. Wigury 20, 64-400 Międzychód, Poland or by e-mail to [abc@abc-czepczynski.pl](mailto:abc@abc-czepczynski.pl).
3. The Supplier will consider the complaint and notify the User about its decision immediately, no later than within 30 days. In the case of Consumer Users, if the Supplier does not respond to the complaint within the period referred to in the previous sentence, the complaint will be deemed accepted. The Supplier responds to the complaint to the Consumer User on paper or another durable medium.
4. In order to be considered as quickly as possible, the complaint should include a description of the reason for the complaint and data enabling the User's identification. In the case of Consumer Users, however, this is not a requirement, and the submitted complaint will be considered even without these elements.
5. The above provisions regarding complaints do not exclude the User's ability to pursue their rights under applicable law, including through court proceedings or out-of-court dispute resolution methods, as described below.
6. Detailed information regarding the possibility for a Consumer User (within the meaning of the provisions of generally applicable law, including the Civil Code) to use out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:
  - 1) [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php),
  - 2) [http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php),
  - 3) [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
7. A Consumer User may also obtain free help in resolving the dispute by using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Consumer Federation, and the Association of Polish Consumers).
8. The User may use out-of-court methods of dealing with complaints and pursuing claims in line with the rules set out on the website [www.uokik.gov.pl](http://www.uokik.gov.pl) in the "consumer dispute resolution" tab and on the Online Dispute Resolution platform

available at <http://ec.europa.eu/consumers/odr/>, under the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22 /EC (Regulation on ODR in consumer disputes).

## § 8. **Technical Support**

The Supplier has the right to a temporary break in providing the Service related to introducing technical changes to the Platform (the "Technical Break"). A single Technical Break may not exceed 72 hours. The Supplier will make every effort to ensure that Technical Breaks take place at night and last as short as possible.

## § 9. **Changes to the Terms of Use and final provisions**

1. The Supplier reserves the right to change these Terms of Use for the following important reasons:
  - 1) if an amendment to the Terms of Use is necessary due to a change in the provisions of generally applicable law that have a direct impact on the content of the Terms of Use - accordingly in this respect,
  - 2) changes resulting from security reasons, including those aimed at preventing the use of the service in a manner inconsistent with the provisions of law,
  - 3) introducing significant changes in the functioning of the Website, including those related to technical or technological progress, including changes in the Supplier's systems,
  - 4) increasing the transparency of the provisions of the Terms of Use.
2. The Terms of Use will be amended each time by publishing them 14 days in advance.
3. The relevant provisions of generally applicable law shall apply in matters not regulated in the above Terms of Use.
4. The contract for the provision of electronic services is concluded in Polish.
5. No provision of the Terms of Use may be understood as excluding or limiting the rights of Consumers.
6. The Terms of Use are valid from 15 November 2023.