

**TERMS AND CONDITIONS AND PRIVACY POLICY OF THE SERVICE
WWW.IRRIGET.COM**

§ 1

DEFINITIONS FOR THESE TERMS AND CONDITIONS

1. **REGISTRATION FORM** – shall refer to the electronic form available at www.irriget.com required for Account registration.
2. **ORDER FORM** – shall refer to the electronic form available at www.irriget.com, required for Order placement.
3. **CUSTOMER** – shall refer to a User concluding a Digital Service Agreement with the Seller.
4. **CONSUMER** – shall refer to any natural person entering into a transaction with the Seller for purposes that are outside their business, trade or profession.
5. **ENTREPRENEUR** - a natural person, a legal person and an organizational unit that is not a legal person, which the law grants legal capacity, conducting business or professional activity on its own behalf.
6. **ACCOUNT** – shall refer to the assigned individual username (login name) and password providing access to an organised collection of digital content, including details for individual orders, stored on the Service Provider's ICT-System. After registering the Account in the Service, an activation link is sent to the e-mail address provided in the Registration Form or Application Form. In order to register an Account, the User is obliged to go to the website provided in the activation link.
7. **DIGITAL SERVICE** - a Subscription available in the Service which is the subject of the Digital Service Agreement concluded between the Customer and the Service Provider.
8. **SETTLEMENT PERIOD** - the time for which the Subscription was purchased by the Customer, counted in months. The day following the end of the previous Settlement Period is considered to be the start date of the new Settlement Period. The Service Provider provides one Settlement Period, which lasts 12 months.
9. **TERMS AND CONDITIONS** – shall refer to the Terms and Conditions contained herein.
10. **SERVICE** – shall mean the Service Provider's online service located at irriget.com.
11. **SERVICE PROVIDER** – WASAT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ entered into the Register of Entrepreneurs by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under the number KRS: 0000316766, tax identification NIP: 7010150242, statistical number REGON: 141609507, share capital: PLN 100,000, place of business and address for service: ul. Trzy Lipy 3, 80-172 Gdańsk, Poland, number email address: biuro@wasat.pl, telephone number: +48 608 082 640.
12. **DIGITAL SERVICE AGREEMENT** - an agreement for the provision of a Digital Service or Services concluded between the Customer and the Service Provider via the Service.
13. **ELECTRONIC SERVICES** - shall refer to the services provided electronically by the Service Provider via the website.
14. **USER** – shall refer to any natural person, a corporate or non-corporate entity granted full legal capacity under imperative provisions of law, using the Electronic Services.
15. **ORDER** – shall refer to the Customer's declaration of intent to enter into a Digital Service Agreement with the Seller.

§ 2

GENERAL PROVISIONS

1. The www.irriget.com service operates on the terms set out in these Terms and Conditions.
2. The Terms and Conditions stated herein set forth: the conditions of concluding and terminating Digital Service Agreements, the course of the complaints procedure as well as the type and scope of electronic services rendered through the irriget.com service, the conditions of rendering the electronic services and the conditions for concluding and terminating electronic services agreements.

3. By using the Electronic Services available through the www.irriget.com service, the User agrees to be legally bound and to abide by these Terms and Conditions.
4. To all matters not settled herein the following provisions of Polish law shall apply:
 - 4.1. Act on Rendering Electronic Services of 18 July, 2002,
 - 4.2. Consumer Rights Act of 30 May 2014,
 - 4.3. Provisions of the Civil Code Act of 23 April, 1964
 - 4.4. and all other applicable provisions of Polish law.

§ 3

INFORMATION ON DIGITAL SERVICES AND THEIR ORDERING

1. Irriget.com provides Digital Services via the Internet.
2. The Digital Services offered on the website are complete, functional, permanently available and compatible with the software and are compatible with the demo version made available to the Customer before concluding the Digital Service Agreements.
3. The Customer may place an Order for a Digital Service by selecting the appropriate price packages on the www.irriget.com website.
4. The information on the www.irriget.com website pages does not constitute an offer within the meaning of the law. By placing an Order, the Customer submits an offer to purchase a specific package under the conditions specified in its description.
5. The package price shown on the www.irriget.com website is given in Polish zlotys (PLN) and is a gross amount.
6. The price of the package shown on the www.irriget.com website is binding at the time of placing the Order by the Customer. This price will not change regardless of price changes on the website that may occur in relation to individual packages after the Customer has placed the Order.
7. Orders can be placed via the website using the Order Form (www.irriget.com) - 24 hours a day throughout the year.
8. In order to place an Order, the Customer is obliged to register an Account on the www.irriget.com website.
9. The condition for placing an Order on the www.irriget.com website by the Customer is logging in to the website and reading the Terms and Conditions and accepting its provisions at the time of placing the Order.
10. The Service Provider provides the Customer with the Digital Service in the latest version available at the time of concluding the Digital Service Agreements.

§ 4

CONCLUSION DIGITAL SERVICE AGREEMENT

1. In order to conclude the Digital Service Agreement, it is necessary for the Customer to place an Order in advance using the method made available by the Service Provider, in accordance with § 3 points 7, 8 and 9 of the Terms and Conditions.
2. After placing the Order, the Service Provider immediately confirms its receipt.
3. Confirmation of acceptance of the Order for execution binds the Customer with his Order. Confirmation of receipt and acceptance of the Order for execution takes place by sending an e-mail.
4. Confirmation of acceptance of the Order for execution includes confirmation of all essential elements of the Order.
5. Upon receipt by the Customer of the e-mail referred to in point 4, the Digital Service Agreement is concluded between the Customer and the Service Provider.
6. Each Digital Service Agreement will be confirmed by a proof of purchase.

§ 5

METHODS OF PAYMENT

1. Payments for the Digital Service provided via the www.irriget.com website should be made via the electronic payment service Przelewy24.pl.
2. The payment operator is: PayPro S. A. with its registered office in Poznań at Pastelowa 8, 60-198 Poznań
3. All electronic payments must be made before an Order can be processed. Available electronic payment systems include payments by credit card as well as instant bank transfers in selected Polish banks.
4. The Service Provider will start providing the Subscription immediately after concluding the Agreement and paying for the Subscription on the terms set out in the Terms and Conditions. The day of crediting the Service Provider's bank account is considered the day of payment.

§ 6

COMPLAINTS PROCEDURE

1. The basis and scope of the Service Provider's liability for non-compliance of the Digital Service with the Agreement towards the Customer who is a Consumer or the entity referred to in § 8 are specified in the Act on Consumer Rights of May 30, 2014,
2. The basis and scope of the Service Provider's liability under the warranty towards the Customer who is an Entrepreneur are specified in the Civil Code of April 23, 1964.
3. Notifications of defects or non-compliance with the Agreement regarding the Digital Service and the submission of a relevant request can be made via e-mail to the following address: biuro@wasat.pl or in writing to the following address: Wasat Sp. z o.o., ul. Trzy Lipy 3, 80-172 Gdańsk.
4. The above message in written or electronic form should contain as much information and circumstances regarding the subject of the complaint as possible, in particular the type and date of the irregularity and contact details. The information provided will greatly facilitate and accelerate the consideration of the complaint by the Service Provider.
5. The Service Provider will respond to the Customer's request immediately, no later than within 14 days from the date of filing the complaint.
6. The response to the complaint is sent to the e-mail address indicated in the complaint or other durable medium.

§ 7

RIGHT TO WITHDRAW

1. **With the reservation of point 4 of this paragraph**, the Customer who is also a Consumer or an entity referred to in § 8 of the Terms and Conditions that concluded a distance contract may withdraw from it without giving reasons by submitting a relevant statement within 14 days.
2. In the case of withdrawal from an Agreement, the agreement is considered null and void.
3. The "cooling-off" period in which the Consumer or the entity referred to in § 8 of the Terms and Conditions may withdraw from the contract is counted from the date of conclusion of the contract.
4. The right to withdraw from a distance contract is not entitled to the Consumer or the entity referred to in § 8 of the Terms and Conditions in the case of an Agreement:
 - 4.1. in which the subject of the service is a non-prefabricated product, manufactured according to the consumer's specifications or serving to satisfy his individual needs,
 - 4.2. in which the subject of the service is goods delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery,
 - 4.3. in which the subject of the service are goods which, due to their nature, are inseparably connected with other things after delivery,
 - 4.4. for the provision of services, if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed before the commencement of the

- service that after the performance of the service by the entrepreneur, he will lose the right to withdraw from the contract;
- 4.5. for the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the consumer before the deadline to withdraw from the contract and after informing him by the entrepreneur about the loss of the right to withdraw from the contract,
 - 4.6. in which the subject of the service is goods that deteriorate quickly or have a short shelf life.
5. The right to withdraw from the Agreement is vested in both the Service Provider and the Customer in the event of failure by the other party to the agreement to fulfill its obligation within a strictly specified period.
 6. In the case of providing a Digital Service to a Customer who is an Entrepreneur, the right to withdraw from the Agreement on the terms set out in the Act on Consumer Rights is excluded.

§ 8

PROVISIONS CONCERNING ENTREPRENEURS WITH CONSUMER RIGHTS

1. An Entrepreneur running a sole proprietorship (this paragraph does not apply to commercial companies) is covered by the protection provided for by the Act on Consumer Rights, provided that the contract he concludes with the Seller is directly related to his business activity, but the content of this contract shows that it is not of a professional nature for him, resulting in particular from the subject of his business activity.
2. A person conducting business activity, referred to in item 1 of this paragraph, is protected only in the scope of:
 - 2.1. prohibited contractual provisions - the so-called abusive clauses,
 - 2.2. liability for non-compliance of the Digital Service with the contract,
 - 2.3. the right to withdraw from a distance contract.
3. The entrepreneur referred to in item 1 of this paragraph loses his consumer protection rights in the event that the Digital Service Agreement he has concluded with the Seller is of a professional nature, which is verified on the basis of the entrepreneur's entry in the Central Register and Information on Economic Activity of the Republic of Poland, in particular the codes of the Polish Classification of Activities indicated therein.
4. Entrepreneurs referred to in item 1 of this paragraph are not covered by institutional protection provided to Consumers by President of UOKiK.

§ 9

TYPE AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider grants access to the following Electronic Services:
 - 1.1. concluding Digital Service Agreements,
 - 1.2. maintaining an Account in the Service.
2. These Terms and Conditions shall apply to all Electronic Services provided through the www.irriget.com website.
3. The Service Provider reserves the right to display advertising content at the www.irriget.com website. Advertisements are an integral part of the online website front and the materials presented therein.

§ 10

CONDITIONS OF PROVIDING SERVICES AND CONCLUDING ELECTRONIC SERVICES AGREEMENTS

1. The Electronic Services set forth under § 10 point 1 of these Terms and Conditions are free of charge.
2. Term of the agreement:
 - 2.1. the contract for the provision of Electronic Services Agreements consisting in the use of the Order Form (enabling the submission of Orders) in the service is concluded for a definite period of time and terminates when the Order is placed or ceases to be placed by the User,

- 2.2. Electronic Services Agreements for Account management are concluded for an indefinite period of time.
3. End-user hardware, network and software requirements for the ICT system used by the Service Provider:
 - 3.1. a computer (or a mobile device) with an active Internet connection,
 - 3.2. access to email account,
 - 3.3. Internet browser,
 - 3.4. enabling cookies and Javascript in the Internet browser.
4. The User agrees to use the Service in accordance with the principles of good practice, only for lawful purposes and in a manner, which does not infringe the personal rights and intellectual property rights of any third party.
5. The User is obliged to provide accurate and complete information to the Service Provider.
6. The User is prohibited from providing any unlawful or illegal content.

§ 11

COMPLAINTS PROCEDURE FOR ELECTRONIC SERVICES

1. Complaints about Electronic Services provided via irriget.com should be submitted via email to **biuro@wasat.pl**
2. All complaints should contain sufficient detail about the subject of the complaint and about the circumstances giving rise to the issue. Specifically, complaints should include information about the nature of the issue, the date when the issue first arose as well as the complainant's contact details. Providing all necessary data will speed up the complaint-handling process.
3. All complaints shall be resolved promptly and, in any event, no later than within 14 days following the date of receipt.
4. A response to the complaint shall be sent by email or other preferred method of contact indicated by the complainant.

§ 12

CONDITIONS OF TERMINATING ELECTRONIC SERVICES AGREEMENTS

1. Terminating an Electronic Services Agreement:
 - 1.1. Continuing and indefinite-term Electronic Services Agreements (e.g. Account) may be terminated.
 - 1.2. The User may terminate the agreement for convenience and with immediate effect by sending an appropriate statement to the following e-mail address: **biuro@wasat.pl**
 - 1.3. The Service Provider reserves the right to terminate continuing and indefinite-term Electronic Services agreements in the event that the User violates any obligation deriving from these Terms and Conditions. This applies particularly to Users who provide illegal content and continue to do so despite receiving a cease and desist letter from the Service Provider with a reasonable deadline for compliance. The termination shall be effected within 7 days of serving an advance notice in writing (agreement termination period).
 - 1.4. The notice of termination leads to a cessation of legal relations with the effect for the future.
2. Both the Service Provider and the User may terminate an Electronic Services agreement at any time by mutual agreement of the parties.

§ 13

INTELLECTUAL PROPERTY

1. All content posted on the website at www.irriget.com, in particular texts, visual elements, scripts (code), user interface, graphic design, layout, interactive elements, trademarks are protected by copyright and (subject to use under license, copyright transfer or fair use) are property of WASAT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ entered into the Register of Entrepreneurs by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under the number KRS: 0000316766, tax identification NIP: 7010150242, statistical number

REGON: 141609507, share capital: PLN 100,000, place of business and address for service: ul. Trzy Lipy 3, 80-172 Gdańsk, Poland and is protected under copyright law. The User shall bear all liability for damages caused to the Service Provider caused by any use of the content of the website located at irriget.com without the consent of the Service Provider.

2. Any use or reproduction of the content of the website located at irriget.com or any portion thereof without the express written consent of the Service Provider constitutes a copyright infringement and is punishable under civil and criminal law.
3. All trade names, Product names, company names and their logos used at irriget.com belong to their owners and are used only for identification purposes. They may be registered trademarks. All materials, descriptions and photos presented at irriget.com are used for informational purposes.
4. It is forbidden to copy, duplicate, distribute and use the Website in a different way than specified in the Terms and Conditions.

§ 14

RESPONSIBILITY

1. The Service Provider takes all measures available to it to protect the data of the Users.
2. The personal data of the Users entered on the www.irriget.com website are the property of the Users.
3. The Service Provider will make every effort to ensure that the data available in the Service are complete and up-to-date and presented with due diligence, taking into account the existing factual and legal circumstances, within the limits permitted by law.
4. The Service Provider informs Customers about updates (including security updates) necessary to maintain compliance of the Digital Service with the Agreement and provides them for the duration of the Settlement Period.
5. The Users bear full responsibility for breaking the law or damage caused by their activities in the Service, in particular providing false data, disclosing classified information or other secrets protected by law, infringement of personal rights or copyrights and related rights, as well as processing the personal data of the Users contrary to the purposes of the Service or in violation of the provisions of the GDPR.
6. **The Service Provider is not responsible towards the Users who are Entrepreneurs:**
 - a) for any damages and losses directly or indirectly (including damages for loss of profits from running a business, interruptions in business operations or loss of economic information and other property damages), arising from the use, inability to use or incorrect operation of the Service software, damages caused as a result of switching off or failure of the ICT system, failure of the power grid,
 - b) in connection with the improper use of the Service by the User who is an Entrepreneur and the improper functioning of computer hardware, computer software or the communication system by means of which the User connects to the Service system,
 - c) for any damages resulting from errors, failures and interruptions in the Service or caused by incorrect recording or reading of data downloaded by the Users,
 - d) for disruptions in the proper functioning of the Service as well as loss of data of Users who are not Consumers as a result of force majeure or third parties,
 - e) for the actions of third parties consisting in the use of data and materials placed in the Service inconsistent with generally applicable law or the Terms and Conditions.

§ 15

FINAL PROVISIONS

1. Agreements concluded through the Service are construed in accordance with the laws of Poland.
2. Should any provision of these Terms and Conditions be prohibited by applicable law, the provisions of Polish law shall apply in lieu of the unenforceable provision.
3. Any disputes between the Service and Consumers arising out of or in connection with a Sales Agreement shall be resolved in the first instance through amicable negotiation between the parties with the intention of amicable settlement of the dispute in accordance with the Act on out-of-

court consumer dispute resolution. Should such resort prove of no avail or unsatisfactory to any of the parties, disputes shall be resolved in a court of competent jurisdiction under point 5 of this paragraph.

4. Judicial dispute settlement procedures:
 - 4.1. Any disputes arising between the Service Provider and the consumer User (Customer) or the entity referred to in § 10 of the Terms and Conditions, shall be resolved by a court of competent jurisdiction, in accordance with the provisions of the Code of Civil Procedure of 17 November 1964 (Dz. U. No. 43, item 296, as amended).
 - 4.2. Any disputes arising between the Service Provider and the non-consumer User (Customer), referred to in § 9 of the Terms of Conditions, shall be settled by the court having jurisdiction over the Service Provider's registered office.
5. Consumer Customers may use Alternative Dispute Resolution schemes after the internal complaints procedure is finalised, such as submitting a request for mediation or a request for arbitration to a competent state organ (model request forms are available at: <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts attached to the Voivodeship Inspectorates of Trade Inspection may be found at: http://www.uokik.gov.pl/wazne_adresy.php#faq596. The Customer may also obtain free legal aid provided by the Regional (Municipal) Consumer Ombudsman or a community-based organisation for consumer protection. Alternative Dispute Resolution procedures are free of charge.
6. Consumers may submit complaints through the Online Dispute Resolution (ODR) online platform available at: <http://ec.europa.eu/consumers/odr/>

PRIVACY POLICY

§ 1

GENERAL PROVISIONS

1. The Data Controller for the processing of data collected through the irriget.com is WASAT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ entered into the Register of Entrepreneurs by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under the number KRS: 0000316766, tax identification NIP: 7010150242, statistical number REGON: 141609507, share capital: PLN 100,000, place of business and address for service: ul. Trzy Lipy 3, 80-172 Gdańsk, Poland, number email address: biuro@wasat.pl, telephone number: +48 608 082 640., hereinafter referred to as "Data Controller" or Service Provider.
2. Personal data collected by the Data Controller via the www.irriget.com website are processed in accordance with 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/WE (General Data Protection Regulation), hereinafter referred to as the **GDPR**.
3. Capitalised terms used in this Privacy Policy shall have the meaning set forth in the "Definitions" section of the irriget.com Terms and Conditions.

§ 2

TYPE OF PERSONAL DATA PROCESSED, PURPOSE AND SCOPE OF DATA COLLECTION

1. **PURPOSE AND LEGAL BASIS OF PROCESSING.** The Data Controller shall process a User's personal data in the following circumstances:
 - 1.1. Account registration in the Service, in order to create an individual account and manage this Account, pursuant to art. 6 sec. 1 lit. b) GDPR (performance of the contract for the provision of electronic services in accordance with the Service Terms and Conditions),

- 1.2. placing an Order in order to perform the Agreement for the provision of Digital Services, pursuant to art. 6 sec. 1 lit. b) GDPR (performance of the contract),
2. **TYPE OF THE PERSONAL DATA PROCESSED.**
 - 2.1. name and surname,
 - 2.2. name of company,
 - 2.3. tax identification number,
 - 2.4. address,
 - 2.5. telephone number,
 - 2.6. e-mail address.
3. **PERSONAL DATA STORAGE PERIOD.** Personal data submitted by Users are retained by the Data Controller for the following retention periods:
 - 3.1. If the lawful basis is agreement performance: personal data are stored for as long as necessary for the performance of an agreement, and thereafter until the expiry of any statutory period of prescription or limitation. Unless a specific regulation provides otherwise the limitation period is six years, whereas for claims concerning periodical performances and claims connected with conducting business activity – three years.
 - 3.2. If the lawful basis is consent: personal data are stored until withdrawal of consent, and thereafter until the expiry of any statutory period of prescription or limitation for claims that may be raised by the Data Controller or that may be brought against the Data Controller. Unless a specific regulation provides otherwise the limitation period is six years, whereas for claims concerning periodical performances and claims connected with conducting business activity – three years.
4. The Data Controller may collect additional User information, including, in particular: a User's computer IP address, the IP address of the internet provider, domain name, browser type, duration of a visit, operating system.
5. Navigation Users may also collect navigation data, including information about links and links in which they decide to click or other activities undertaken in the Service. The legal basis for this type of activity is the Data Controller's legitimate interest (Article 6 (1) (f) of the GDPR), consisting in facilitating the use of electronic services and improving the functionality of these services.
6. Submitting personal data to irriget.com is voluntary.
7. Personal data will also be processed in an automated manner in the form of profiling, provided that the User agrees to it pursuant to art. 6 sec. 1 lit. a) GDPR. The consequence of profiling will be assigning a profile to a given person in order to make decisions concerning them or to analyze or predict their preferences, behaviors and attitudes.
8. The User has the right at any time to object to the processing of his data in the scope referred to in point 7 of this paragraph, to provide information about the methods and scope of profiling personal data and the right to delete, limit, correct, rectify and transfer to another the subject of personal data.
9. The Data Controller shall take all reasonable steps to protect the interests of data subjects and ensure that all data is:
 - 9.1. lawfully processed,
 - 9.2. obtained only for specified, lawful purposes, and not further processed in any manner incompatible with those purposes,
 - 9.3. factually correct, adequate and relevant in relation to the purposes for which it is processed; stored in a form that permits identification of the data subject, for no longer than is necessary for those purposes.

§ 3

THIRD PARTY ACCESS TO PERSONAL INFORMATION

1. The personal data of the Customers are provided to service providers used by the Data Controller when running the www.irriget.com website, in particular to:
 - 1.1. payment system providers,

- 1.2. accounting office,
 - 1.3. hosting providers,
 - 1.4. software providers that enable business operations,
 - 1.5. software provider needed to run an online Website.
2. The service providers referred to in point 1 of this paragraph to which personal data are transferred, depending on contractual arrangements and circumstances, or are subject to the Data Controller's instructions as to the purposes and methods of processing this data (processors) or independently define the purposes and methods their processing (administrators).
 3. The personal data of the Customers are stored only in the European Economic Area (EEA), subject to §5 point 5 and § 6 of the Privacy Policy.

§ 4

RIGHT OF CONTROL, ACCESS AND RECTIFICATION

1. Every User has a right to access and/or rectify his personal data as well as the right to erasure, the right to restrict processing, the right to data portability, the right to object to processing and the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.
2. Legal basis for data subjects' rights:
 - a) **Access to personal data** – Article 15 of the GDPR
 - b) **Rectification of personal data** – Article 16 of the GDPR,
 - c) **Erasure of personal data (right to be forgotten)** - Article 17 of the GDPR,
 - d) **Restriction of data processing** – Article 18 of the GDPR,
The User has the right to request the restriction of the processing of his personal data for a specified period or to a specified extent.
 - e) **Data portability** – Article 20 of the GDPR,
For this purpose, please contact the Data Controller, providing the name and address of the entity to which the data is to be transferred and their scope. The transfer will take place in electronic form after confirmation of this request by the User.
 - f) **Objection to processing** – Article 21 of the GDPR,
The User has the right to object to the processing of his data, both in its entirety and in the scope indicated by him.
 - g) **Withdrawal of consent to processing** – Article 7 (3) of the GDPR.
Consent to data processing may be revoked at any time without giving any reason. The request may concern the withdrawal of consent only for a specific purpose or all purposes of personal data processing.
3. The User may exercise his rights under point 2 by sending an email message to: biuro@wasat.pl or send a request in writing to the following address: ul. Trzy Lipy 3, 80-172 Gdańsk. The above message in written or electronic form should contain as much information as possible regarding the subject of the request, in particular, specifying the right that the User wants to exercise, in accordance with point 2 of this paragraph, and contact details. The information provided will greatly facilitate and accelerate the processing of the application by the Data Controller.
4. In the case of the User's entitlement resulting from the above rights, the Data Controller fulfills the request or refuses to comply with it (point 6 of this paragraph) immediately, but not later than within a month after receiving it. However, if - due to the complicated nature of the request or the number of requests - the Data Controller will not be able to meet the request within a month, he will meet them within the next two months informing the User in advance within one month of receiving the request - about the intended extension of the deadline and its reasons.
5. If it is found that the processing of personal data violates the provisions of the GDPR, the data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection.
6. The right to delete data ("the right to be forgotten") on the basis of article 17 par. 1 and 2 GDPR do not apply to the extent that processing is necessary for:

- a) exercising the right to freedom of expression and information,
- b) to comply with a legal obligation requiring processing under Union or Member State law to which the controller is subject, or to perform a task carried out in the public interest or in the exercise of official authority vested in the controller,
- c) due to reasons of public interest in the field of public health in accordance with art. 9 sec. 2 lit. h) and i) and Art. 9 sec. 3 GDPR,
- d) for archival purposes in the public interest, for scientific or historical research purposes or for statistical purposes in accordance with Art. 89 sec. 1 GDPR, insofar as it is probable that the right referred to in para. 1 Article 17 of the GDPR, will prevent or seriously hinder the achievement of the purposes of such processing; or
- e) to establish, pursue or defend claims.

§ 5 COOKIE POLICY

1. Irriget.com uses cookies.
2. Cookies are essential for the provision of electronic services via the www.irriget.com Website. Cookies, contain information that is necessary for the proper functioning of the Website and for the statistical analysis of website traffic.
3. The website uses two types of cookies: "session" cookies and "persistent" cookies.
 - a) "Session" cookies are temporary files which are stored on the User's end-device until they log out (leave the website).
 - b) "Persistent" cookies remain stored on the User's device until deleted manually or automatically after a set period of time.
4. The Data Controller uses their own cookies to provide information on how individual Users interact with the Website. These files collect information about how Users use the website, what type of website referred the User to irriget.com, the frequency of visits and the time of each visit. This information does not register the Users' personal data and is used solely for statistical analysis of website traffic.
5. The User has the right to decide on the access of "cookies" to his computer by selecting them in advance in his browser window. Detailed information on the possibilities and ways of handling "cookies" are available in the software (web browser) settings.
6. Website users may change cookie settings at any time. These settings can be changed, in particular, in such a way as to block the automatic handling of cookies in the web browser settings or to inform each time they are placed on the website user's device. Failure to change the cookie settings means that they will be placed on the user's end device, and thus we will store information on the user's end device and gain access to this information.
7. Disabling the use of cookies may cause difficulties in using some services within the Website, in particular those requiring logging in.

§ 6

ADDITIONAL SERVICES RELATED TO THE USER'S ACTIVITY IN THE SERVICE

1. Website uses so-called social plugins ("plugins") of social networking sites. By displaying the website www.irriget.com containing such a plug-in, the User's browser will establish a direct connection with the servers Facebook and Twitter.
2. The content of the plug-in is forwarded by the given service provider directly to the User's browser and integrated with the website. Thanks to this integration, service providers receive information that the User's browser has displayed the website www.irriget.com, even if the User does not have a profile with the given service provider or is not currently logged in to him. Such information (together with the User's IP address) is sent by the browser directly to the server of the given service provider (some servers are located in the USA) and stored there.

3. If the User logs in to one of the above social networking sites, the service provider will be able to directly assign the visit to www.irriget.com to the User's profile on the given social networking site.
4. If the User uses a given plug-in, e.g. by clicking on the "Like" button or the "Share" button, the relevant information will also be sent directly to the server of the given service provider and stored there.
5. The purpose and scope of data collection and their further processing and use by service providers, as well as the possibility of contact and the User's rights in this regard and the possibility of making settings that ensure the protection of the User's privacy are described in the privacy policy of service providers:
 - <https://www.facebook.com/policy.php>
 - <https://help.twitter.com/en/rules-and-policies>
6. If the User does not want social networking services to assign data collected during visits to www.irriget.com directly to his profile on a given website, he must log out of this website before visiting www.irriget.com. The User may also completely prevent the plugins from loading on the page by using the appropriate browser extensions, e.g. blocking scripts using "NoScript".
7. The Data Controller uses remarketing tools on his website, i.e. Google Ads, this involves the use of Google LLC cookies for the Google Ads service. As part of the mechanism for managing cookie settings, the User has the option of deciding whether the Service Provider will be able to use Google Ads (administrator of external cookies: Google LLC. based in the USA) in relation to him.

§ 7

FINAL PROVISIONS

1. The Data Controller shall implement all necessary technical and organisational security measures to safeguard the data during processing ensuring a level of security appropriate to the nature of the data to be protected and, in particular, protect the data against unauthorised access, takeover, processing in violation of law, alteration, loss, damage or destruction.
2. The Service Provider shall take appropriate technical measures to safeguard the electronic personal data against unauthorised interception or modification.
3. In cases not provided for in this Privacy Policy the relevant provisions of the GDPR shall apply as well as applicable provisions of Polish law.