

## NEWSLETTER TERMS AND CONDITIONS

### §1 General provisions

1. The following terms and conditions apply to provide newsletter service by Fair Packaging LLC limited partnership, with its registered office in Buszewo 10, 62-045 Pniewy, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Department of the National Court Register, under the number KRS0000395655, NIP (tax registration number): 7872103795, REGON no: 301911183, an email address: [newsletter@fairpackaging.pl](mailto:newsletter@fairpackaging.pl) (hereinafter referred to as "Administrator").
2. The Newsletter service consists of delivering to registered users (hereinafter referred to as "Users"), to the User's email address provided as part of the registration procedure, current information prepared and created by the Administrator (hereinafter referred to as "Newsletter").
3. The Newsletter service is provided via the Administrator's website <https://fairunderlay.pl/> or <https://fairpackaging.com/> (hereinafter referred to as: "Website").
4. The Newsletter service is free of charge and provided for an indefinite period of time.

### §2 Registration and Use of the Newsletter

1. Registering for the Newsletter service means the User's consent to these terms and conditions, which are the integral part of the privacy policy available on the website: <https://fairunderlay.pl/en/> (hereinafter referred to as: "Privacy Policy").
2. To register for the Newsletter service:
  - 2.1. Complete the subscription form available on the Website by entering your email address, name and surname, language in which you want to receive the Newsletter, your job title and the company you represent;
  - 2.2. Accept these terms and conditions and the Privacy Policy;
  - 2.3. Give your consent to receive the Newsletter as a commercial information to the provided email address within the meaning of the Polish Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2017, item 1219, consolidated text);
  - 2.4. Click on the 'sign up' button;
  - 2.5. Confirm the registration;
3. The consent referred to in point 2.3 above is completely voluntary - however, it is also required to use the Newsletter service. Lack of the consent means that the Newsletter service cannot be provided.
4. Registering for the Newsletter service in accordance with the procedure indicated in item 3 above will add the User's email address to the e-mailing list. The User's email address will be used to send the Newsletter to the User.
5. To use the Newsletter service, it is essential to:
  - 5.1. Possess appropriate devices: a computer, laptop or other multimedia device with Internet access;
  - 5.2. Access to email.
6. The Administrator does not provide devices referred to in item 2.5.1 above, browsers or Internet access.
7. The User may unsubscribe from the Newsletter service at any time and without providing a reason. Such a request should be reported to the Administrator, e.g. via e-mail to the following

address: [newsletter@fairpackaging.pl](mailto:newsletter@fairpackaging.pl) or in writing to the following address: Fair Packaging LLC limited partnership; Buszewo 10, 62-045 Pniewy.

8. Furthermore, the User may unsubscribe from the Newsletter service at any time and without giving a reason, by clicking on the "unsubscribe" button located in the footer of each Newsletter.

9. The Administrator reserves the right to discontinue the Newsletter service at any time. The Administrator will inform the User about the discontinuation of the Newsletter service via the email address provided during the registration to the Newsletter.

### §3 Terms of Use of the Newsletter Service

1. The User is obliged to provide real personal data (hereinafter referred to as Data) during registration for the Newsletter service and when using it. The User is obliged to update the Data if they change.
2. The User undertakes to use the Newsletter service in accordance with the law and the principles set out in these terms and conditions. It is forbidden for the User to provide unlawful content that violates the law or decency.
3. The User undertakes not to take any actions that would interfere with the functioning of the Newsletter service, Website or its elements in any way, in particular, the User undertakes to refrain from any interference in the content of the Website or its technical elements.
4. The Administrator is authorized to make any changes to the Newsletter service, as well as to discontinue, permanently or periodically, providing the service without giving a reason.
5. The Newsletter is protected by copyright or other rights owed by the Administrator or other persons.

### §4 Complaints

1. Complaints regarding the Newsletter service may be submitted by the User, for example:

1.1. in writing to the Administrator's address: Fair Packaging LLC limited partnership; Buszewo 10, 62-045 Pniewy;

1.2. via e-mail to the following address: [newsletter@fairpackaging.pl](mailto:newsletter@fairpackaging.pl)

2. It is recommended that the complaint contains a description of the complaint, User's request and User's data. The requirements provided in the previous sentence have the form of advice and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

3. The Administrator shall respond to the complaint within 14 days of receiving the complaint from the User and shall notify the User about the further course of action.

### §5 Personal Data

1. Personal data provided by Users as part of subscribing to and using the Newsletter service are processed by the Administrator, i.e. Fair Packaging LLC limited partnership with its registered office in Buszewo 10, 62-045 Pniewy.
2. Providing Personal Data by the User is voluntary, but necessary for the Administrator to provide the Newsletter service. If the user do not enter the Data, the Newsletter service cannot be provided.
3. The User has the right to access the Personal Data and to correct and delete it, in accordance with applicable law.
4. Detailed provisions regarding the protection of User's Personal Data are provided in the Privacy Policy.

## §6 Amendments to these Terms and Conditions

1. The Administrator reserves the right to amend these Terms and Conditions for an important reason, in particular in the case of:
  - 1.1. the need to adapt the Terms and Conditions to the law or decisions and judgments of courts or public authorities;
  - 1.2. amendments in the functionality of the Newsletter service or Website;
  - 1.3. amendments to data, including names, addresses, identification numbers, contained in the regulations;
  - 1.4. improving User service.
2. The User will be notified of the amendments in the Terms and Conditions via email (with a link to the amended Terms and Conditions).
3. Before the effective date of the amended terms and conditions, they may declare to the Administrator that the User does not accept the amended terms and conditions. The statement of disagreement with the amendment to the terms and conditions is tantamount to the User's opt-out from the Newsletter service.
4. If the User does not make the statement referred to in point 3 above or opt out from the Newsletter service before the amended terms and conditions come into force, the amended terms and conditions are binding for them.

## §7 Applicable law and dispute resolution

1. The applicable law to the Agreement concluded between the Administrator and the User on the conditions determined in these Terms and Conditions of the Newsletter service is the Polish law.
2. All disputes related to the conclusion or performance of the contract for the provision of the Newsletter service will be settled by the appropriate courts in Poland.
3. A user who is a consumer has the option of using an out-of-court disputes settlement and assertion of claims. The consumer has the right to use the EU ODR internet platform for online dispute resolution, available at: <http://ec.europa.eu/consumers/odr/>.

## §8 Final provisions

1. To all matters not settled herein these Terms and Conditions, the applicable provisions of the Polish law shall apply, in particular: the Act of 23 April 1964 of the Civil Code (Journal of Laws of 2017, item 459, consolidated text), the Act of 30 May 2014 on the consumer rights (Journal of Laws of 2017, item 683, consolidated text) and the Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2017, item 1219, consolidated text)

Date: April 09, 2020

Form:

Name - mandatory

Surname - mandatory

The job title - optional

Company - optional

Email address - mandatory

I agree to receive the Newsletter and marketing information, including about new products, offers, discounts, special actions from Fair Packaging, via email - check box

GDPR formula under the form

You must be at least 16 years old to subscribe to the Newsletter.

I am aware of my right to withdraw my consent at any time by sending an e-mail to:  
[newsletter@fairpackaging.pl](mailto:newsletter@fairpackaging.pl)

#### BASIC INFORMATION ON THE PROCESSING OF PERSONAL DATA

The administrator of your data is Fair Packaging LLC limited partnership, with its registered office in Buszewo 10, 62-045 Pniewy. The purposes of processing are sending the newsletter, own marketing of Fair Packaging LLC limited partnership. The legal grounds for processing are our justified interest and your consent. The recipients of the data are entities processing personal data on our behalf or with your consent. Your rights related to data processing are: the right to object and withdraw consent to data processing for marketing purposes as well as the right to access data and other rights referred to in the detailed information on the processing of personal data available [HERE](#).