

## Terms and Conditions of the Portal

[www.legalenglishexpert.com](http://www.legalenglishexpert.com)

Hi there!

I am pleased that you are visiting my website and I am honoured that you want to learn Legal English from me. I would love to share my passion for Legal English with you. At my website, you will find freebies and online courses for learners of Legal English, that I have created basing on my extensive experience as a Legal English teacher, university lecturer, owner of a specialist Legal English school, and a certified translator, as well as on the knowledge I obtained while studying English Philology, Legal Translation, and European Law at the University of Warsaw in Poland, and subsequently Canadian Law in a Global Context at the University of Toronto in Canada.

After introducing myself, let me move on to some formalities. I am the administrator and owner of the Portal available at [www.legalenglishexpert.com](http://www.legalenglishexpert.com). I am a sole proprietor doing business as Transkrypt Anna Mlodawska, having the registered office at the following address: 111 Marszalkowska Street, 00-102 Warsaw, Poland, EU, VAT No. PL6581766906, entered into the Central Register of Sole Proprietorships under No. 439553.

Below you will find the Terms and Conditions governing *inter alia* the use of the Portal and making purchases in the Online Store which is a part of the Portal.

Should you have any doubts or questions as to the Terms and Conditions, please do not hesitate to contact me and my team at [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com).

Best regards,

Anna Mlodawska

Owner of the "Transkrypt Anna Mlodawska" firm and the "Legal English Expert" Portal

## Section 1

### Definitions

For the purposes of these Terms and Conditions, the following terms shall have the following meanings:

- (1) **Account** - a part of the Portal available to a User after correct logging in, which allows the use of Online Courses by a User, if any have been purchased or obtained by the User, collection and modification of personal data of the User, as well as tracking her or his activities inside the Portal,
- (2) **Administrator** - Anna Mlodawska, sole proprietor doing business as Transkrypt Anna Mlodawska, having the registered office at the following address: 111 Marszalkowska Street, 00-102 Warsaw, Poland, EU, VAT No. PL6581766906, entered into the Central Register of Sole Proprietorships under No. 439553, email: [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com),
- (3) **Blog** - the section of the Portal available at <https://legalenglishexpert.com/blog> <https://legalenglishexpert.com/blog/> containing *inter alia* publicly available materials related to Legal English and legal terminology,
- (4) **Consumer** - natural person concluding with the Administrator a contract not directly connected with her or his business or professional activity,
- (5) **Newsletter** - the newsletter sent by the Administrator, to which a User may subscribe at <https://legalenglishexpert.com/get-a-free-course/> and receive a free Online Course from the Administrator as a thank-you gift for the subscription,
- (6) **Online Course** - an online Legal English course available to a User via the Portal after its purchase by a User or after obtaining a free Online Course as a thank-you gift for subscribing to the newsletter, subject to the rules laid down herein; a detailed specification and description of Online Courses available at a given time may be found at <https://legalenglishexpert.com/>,
- (7) **Online Course Materials** - materials copyrighted by the Administrator and available solely to Online Course Participants;
- (8) **Online Course Participant** - a User who has purchased an Online Course or obtained an Online Course for free as a thank-you gift for subscribing to the newsletter, within the term of validity of her or his individual access as specified in the description of the course and inside the User's individual account;
- (9) **Online Store** - the online store available as part of the Portal at <https://legalenglishexpert.com/>, where Users may purchase Online Courses,

(10) **Portal** - the website <https://legalenglishexpert.com/>

(11) **Terms and Conditions** - these Terms and Conditions available at <https://legalenglishexpert.com/terms-and-conditions/> together with the Privacy Policy available at <https://legalenglishexpert.com/privacy-policy/> which is an Appendix to the Terms and Condition and which constitutes their integral part;

(12) **User** - a natural person having full capacity to make acts in the law, a legal person, or an organisational unit without legal personality, on which separate legal provisions confer legal capacity, using the Portal; a natural person not having full capacity to make acts in the law may also be a User provided that she or he has obtained consent of her or his statutory representative or legal guardian to use the Portal.

## **Section 2**

### **General Provisions**

1. The Portal is owned and operated by the Administrator.
2. These Terms and Conditions lay down rules governing the operation of the Portal, including but not limited to:
  - (a) general rules governing the use of the Portal by Users,
  - (b) obligations and scope of liability of Users,
  - (c) obligations and scope of liability of the Administrator,
  - (d) rules governing purchases,
  - (e) rules governing filing complaints.
3. A condition for using the Portal is to first get oneself acquainted with the wording of the Terms and Conditions and accept their provisions. In the case of making a purchase via the Portal, the acceptance of the Terms and Conditions occurs by checking an appropriate checkbox in the process of submitting an order. In the case of just browsing the publicly available contents of the Portal, the acceptance of the Terms and Conditions follows from the very fact of being present at the website <https://legalenglishexpert.com>. If a User does not accept the Terms and Conditions, she or he shall immediately stop browsing and leave the website.
4. By accepting the Terms and Conditions, a User consents to all their provisions and obliges herself or himself to comply with them.
5. The Administrator makes the Terms and Conditions, including the Privacy Policy, available to a User free of charge before the User's commencement of the use of the Portal by publishing them at <https://legalenglishexpert.com/terms-and-conditions/> and

<https://legalenglishexpert.com/privacy-policy/> in a way allowing the User to download and print them.

6. It shall be prohibited to send via the Portal, in particular via the forms available inside the Portal, any unlawful content.
7. The prices of Online Courses available in the Online Store are exempt from VAT if the invoice is issued to a natural person from Poland or from outside Poland, or to a company/partnership/firm having its registered office in Poland. If the invoice is issued to a company/partnership/firm having its registered office outside Poland, there is an annotation "reverse charge" on the invoice and the purchaser is responsible for paying any applicable VAT in his/her country.
8. The Administrator reserves the right to change the prices presented in the Portal, introduce new products, initiate and cancel any promotion campaigns and sales. The above mentioned right shall not affect orders submitted before the date of entry into force of a given change of a price, conditions or promotion campaigns, or sales.
9. The Administrator may make available discount codes which allow a User to obtain a discount while purchasing products in the Online Store.
10. The User obliges herself or himself while using the Portal:
  - (a) not to submit or send in any way any content that is unlawful, including offensive or vulgar content, content encouraging violence or any other acts contrary to law or good morals, or which violates any rights of third parties,
  - (b) to use the Portal in a way compliant with its intended purpose without disturbing its operation, *inter alia* by means of specific software or hardware, and in a way which is not burdensome to other Users,
  - (c) not to use the Portal in any way to send unsolicited commercial information (spam),
  - (d) to use the Portal in a way compliant with the Terms and Conditions, applicable legal provisions, and the general rules governing the use of the Internet (netiquette).
11. The Administrator reserves the right to introduce amendments to the content presented in the Portal, including the Blog and the Online Courses. Any modifications of the contents of Online Courses during the term of validity of a User's access shall follow from the need to improve the Online Course for the benefit of the User.
12. The Administrator shall not be liable for any decisions made by a User with the use of the knowledge shared in the Portal, including the Blog and the Online Courses. In particular, the User shall be aware that her or his use of the terminology made available in the Portal in a given context, with regard to a given addressee, in given circumstances, and in a given jurisdiction shall require an individual decision of the User, for which the Administrator shall not be liable in any case.

### **Section 3**

#### **Services provided by electronic means**

1. Via the Portal, the Administrator provides to Users services by electronic means, consisting in giving them the possibility to:
  - (a) browse the publicly available contents of the Portal;
  - (b) enter into contracts for provision of digital content via the Portal,
  - (c) subscribe to the newsletter.
2. If a User concludes via the Portal a contract for provision of digital content, the Administrator shall provide to the User also the electronic service consisting in creating and maintaining the User's Account. Details concerning the Account are specified in Section 5 of the Terms and Conditions.
3. The service of creating and maintaining the User's Account and the Newsletter service shall be provided free of charge. The service in the form of an Online Course shall be provided after it has been paid for, except for Online Course which is provided free of charge as a thank-you gift for subscribing to the newsletter.
4. Publicly available contents of the Portal may be browsed anonymously i.e. without the necessity to provide personal data. Subscription to the Newsletter and entering into contracts via the Portal shall require provision of personal data.
5. In order to ensure security of Users and data transmission in connection with using the Portal, the Administrator of the Portal shall take technical and organisational measures adequate to the extent of a threat to the security of the services provided, in particular measures aimed at prevention against personal data being obtained and modified by unauthorised persons.
6. The Administrator shall take actions with a view to ensuring proper operation of the Portal. A User shall inform the Administrator about any irregularities or disruptions in the operation of the Portal.
7. Any complaints related to the operation of the Portal shall be submitted by a User via email to [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com). In case of a complaint, the User shall specify her or his full name, correspondence address, as well as the type and date of the occurrence of the irregularity related to the operation of the Portal. The Administrator shall examine any complaints within 14 days from the date of the receipt of a given complaint and shall notify the User about the result of the examination by sending a reply email to her or him.

## **Section 4**

### **Technical requirements for the use of the Portal**

The technical requirements that shall be met to use the Portal are as follows:

1. having a device allowing access to the Internet,
2. installing on the device referred to in Subsection 1 above the most up-to-date version of an internet browser allowing access to the resources of the Internet, such as Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome, or another compatible one,
3. having cookie settings fixed in a way allowing content embedded from external websites such as Vimeo, Youtube,
4. having an active email address with the proviso that sole browsing of the contents of the Portal does not require a User to have an active email address; the necessity to have an active email address comes into being when a User wants to subscribe to the Newsletter or make purchases in the Online Store.

## **Section 5**

### **Account in the Portal**

1. The use of the Portal consisting in just browsing the publicly available contents of the Portal shall not require registration. In order to use the Portal otherwise (in particular to make purchases in the Online Store and have access to purchased Online Courses) it shall be necessary for a User to have an Account in the Portal.
2. The Account shall be created automatically at the time of the first purchase in the Online Store. The above applies also to obtaining, which occurs in the case of a User getting the free course which is a thank-you gift for subscribing to the newsletter. The User shall receive an email with the login and password to her or his Account.
3. A User shall keep the login and password to her or his Account secret and shall not disclose them to any third person.
4. A User shall be liable for any damage suffered by the Administrator as a result of the User's making the login and password to her or his account available to other persons.
5. The User shall not pay for having an Account.
6. A User may have only one Account in the Portal. In the case of subsequent purchases in the Online Store, the User shall log in to her or his Account.

7. A User shall not use Accounts of other Users or make her or his Account available to any other persons.
8. A User may change the password to her or his Account by clicking "Lost your password?" at <https://legalenglishexpert.com/wp-login.php> and following the instructions sent to her or him in an email.
9. A User shall update on an ongoing basis the personal data ascribed to her or his Account.
10. The Administrator shall not be liable for non-performance or defective performance of her obligations if such non-performance or defective performance results from the personal data ascribed to a given Account being outdated.
11. A User shall be entitled at any time to delete her or his Account by contacting the Administrator at [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com). Deletion of the Account entails irreversible loss of the possibility to use the Online Courses purchased as part of a given Account, loss of all personal data and other information concerning a given User collected as part of that Account, in particular the history of her or his activity in the Portal, provided that the Administrator is entitled to keep storing information concerning contracts concluded via the Portal with a view to exercise or defence of claims, if any (details described in the Privacy Policy).

## **Section 6**

### **Liquidating or blocking an Account**

1. If a User violates any provision of the Terms and Conditions, the Administrator may deprive her or him of the right to use the Portal (liquidation of an Account) or limit her or his access to all or a part of the Portal contents (blocking an Account) with immediate effect, in particular where the User:
  - (a) has ascribed to her or his Account data which are false, misleading, or which violate rights of third persons,
  - (b) has violated via the Portal personal or other rights of third persons,
  - (c) has been engaged in other conduct that is non-compliant with applicable law, good morals, principles of social co-existence, the Terms and Conditions, or general rules governing the use of the Internet (netiquette), or poses a threat to the reputation or image of the Portal or the Administrator of the Portal,
  - (d) has logged into her or his account from more than 3 IP addresses in a period of a month or has logged in simultaneously from more than one IP address; should this be the case, the Administrator may also at her own discretion (before liquidating or blocking the Account)

choose instead to demand from the User a written declaration that she or he uses the Account on her or his own and has not disclosed her or his login data to any third persons.

2. In the case of liquidating or blocking an Account, the Administrator shall notify that fact to the relevant User immediately by sending to her or him an email to the email address indicated by the User in the order form.
3. Liquidation of an Account shall be tantamount to irreversible loss of the possibility to use the Online Course purchased as part of a given Account, loss of all personal data and other information concerning a given User collected as part of that Account, in particular the history of her or his activity in the Portal, provided that the Administrator is entitled to keep storing information concerning contracts entered into via the Portal with a view to exercise or defence of claims, if any (details described in the Privacy Policy).

## **Section 7**

### **Online Course**

1. A User may purchase an Online Course in the Online Store being part of the Portal.
2. An Online Course purchaser, who upon the correct purchase becomes an Online Course Participant, shall receive, via her or his Account, for the term specified in the description of each course, access to the course platform, available after correct logging into her or his Account, containing Online Course Materials being part of a given Online Course, including but not limited to video materials, audio materials, downloadable pdfs, interactive flashcards, interactive quizzes.
3. The price of each Online Course shall be specified in the Online Store, and may be changed at any time at the Administrator's sole discretion, with the proviso that orders made before any changes of the price shall have the price that was in force at the moment of placing the order.
4. In order to purchase an Online Course, a User shall click the "Purchase button" and then the "Checkout" button, which will take her or him to a page with an order form that shall be filled in by the User by specifying correct and true data, namely email address, first name, last name, invoice data. A prerequisite for placing an order is to accept the Terms and Conditions and the Privacy Policy. By checking the checkbox signifying acceptance of the Terms and Conditions and the Privacy Policy, the User acknowledges that she or he has got acquainted with them and has understood them. In case of any doubts as to the Terms and Conditions or the Privacy Policy, the User shall contact the Administrator at [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com).
5. The process of placing an order shall end with clicking the button finalizing the order. Clicking the button finalizing the order constitutes a declaration of will of the User leading to the conclusion with the Administration of a contract for provision of digital content.

6. After clicking the button finalizing the order, the User shall be redirected to the website administered by an external payment operator, i.e. PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) (hereinafter referred to as Paypal) in order to make a payment in a relevant amount. Payment may be made via a Paypal account (after logging into the User's Paypal account) or by credit or debit card (without the necessity of having or logging into a Paypal account).
7. The card details and/or Paypal account login details are never made available by Paypal to the Administrator. The Administrator has no access at any stage of the transaction to the User's credit or debit card details or login data to a Paypal account. Such data is provided only directly to Paypal and adequately protected in line with Paypal's rules and policies.
8. A User who has purchased an Online Course shall be entitled, without any additional payment, to email contact with a Legal English teacher in matters directly concerning the Online Course Materials throughout the term of the validity of the User's individual access. Any questions that a User may have directly concerning the Online Course Materials shall be answered (by a reply email) by a qualified Legal English teacher designated by the Administrator or by the Administrator herself (at the Administrator's discretion). The Administrator reserves the right to refuse to answer questions that go beyond the scope of the Online Course Materials. Furthermore, a User who has purchased an Online Course shall be entitled to take once a final examination conducted by a qualified Legal English teacher designated by the Administrator or by the Administrator herself (at the Administrator's discretion). The examination shall last approximately 30 minutes and shall be conducted by means of direct distance video communication, e.g. via Skype or Messenger. The final examination shall be an oral examination. The right to take the final examination and to have email contact with a Legal English teacher shall not apply to the free Online Course obtained by a User as a thank-you gift for subscribing to the Newsletter.
9. The purchased Online Course (which is not free of charge) is a language course delivered online but with participation of a teacher (the teacher's participation consists in email contact in case of the Online Course Participant's need to get additional explanations or answers to her or his questions directly concerning the contents of the course, as well as personal contact during the final examination via an online video communicator, and thus under Polish law the Online Course as such is exempt from VAT for individuals from Poland and outside Poland and for companies/partnerships/firms having their registered office in Poland (legal basis Article 43 (1) (28) of the VAT Act). On the other hand, if the invoice for an Online Course is issued to a company/partnership/firm having its registered office outside Poland, there is an annotation

"reverse charge" on the invoice and the purchaser is responsible for paying any applicable VAT in his/her country.

## **Section 8**

### **Satisfaction guarantee**

1. The Administrator provides to an Online Course Participant a satisfaction guarantee consisting in the possibility for an Online Course Participant to resign from participation from an Online Course within 14 calendar days from the purchase of the Online Course. As the Administrator makes available to the Course Participant one lesson every 7 days, the above means that the Online Course Participant shall within the above mentioned 14 days' period have access to the first two lessons of the Online Course, which will allow her or him to determine the quality and usefulness of the Online Course in view of the specific need of a given Online Course Participant.
2. If the Online Course Participant informs the Administrator by email sent to [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com) within the above mentioned 14 days' period of her or his willingness to resign from participation in the Online Course, the Administrator shall repay the amount paid by the Online Course Participant as the price for the Online Course, using the same method that was originally used by the Online Course Participant unless the Online Course Participant agrees to another method, without delay but in no event not later than 14 days after the date on which the Administrator was informed about the User's exercise of the right to resign from the Online Course under the satisfaction guarantee.
3. An Online Course Participant does not have to specify a reason for such resignation. Nevertheless, the Administrator may ask if the Online Course Participant is willing to share such reason with the Administrator for the purposes of future improvement of the Online Courses.
4. After the Administrator's receipt of the Online Course Participant's email about resignation from the Online Course, the Administrator shall block the Online Course Participant's Account and from that moment on the Online Course Participant shall lose the right to use or keep any Online Course Materials. The Online Course Participant shall immediately delete all and any downloads and shall cease to use the Online Course Materials in any way.

## **Section 9**

### **Final Examination and Certificate**

1. The Administrator may issue a certificate of completion of an Online Course.

2. The Certificate shall be issued to an Online Course Participant, without any additional payment, if the Online Course Participant satisfies all the following conditions:
  - (a) purchases an Online Course, which is not free of charge,
  - (b) takes the final examination referred to in Section 8 (8) before the end of the term of validity of access to the Online Course,
  - (c) during the final examination, presents an ID document, solely for the examiner's perusal, confirming her or his identity,
  - (d) passes the final examination (obtains at least 50% of points),
  - (e) does not use any external aid during the examination, including but not limited to notes, books, help of third persons.
3. The Administrator shall use the following grading scheme to determine the final grade of the Online Course Participant:

50-59% C

60-69% C+

70-79% B

80-89% B+

90-95% A

96-100% A+

4. The certificate shall be sent to the User in the form of a scan. If a User wishes to obtain the original of the certificate printed on paper and bearing a stamp and a signature, she or he shall pay additionally for the delivery of the certificate by post or courier to the country of destination of her or his choice from Poland, as specified by the Administrator.
5. A detailed description of the final examination and the scope of materials covered for the final examination in the case of each Online Course is provided in the course panel.
6. A single Online Course purchase shall entitle the User to a single sitting of the final examination.
7. Taking the final examination shall not be obligatory. A user may decide to complete an Online Course and not to take the final examination. Should this be the case, the User shall not be entitled to receive a certificate.

## **Section 10**

### **Liability for defects**

1. The Administrator shall deliver to a User products or digital content free from defects.
2. The Administrator shall be liable to a User if the sold product or digital content has a physical or legal defect (implied warranty for defects).
3. If a User detects a defect in a product or digital content, she or he shall notify the Administrator, specifying simultaneously her or his claim related to the detected defect or making a relevant declaration.
4. A User may contact the Administrator by email sent to [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com) or by post - a letter sent to Transkrypt Anna Młodawska, 111 Marszałkowska Street, 00-102 Warsaw, Poland, EU.
5. The Administrator shall examine a complaint submitted by a User within 14 days from the date of the service of the complaint on the Administrator, using the same method of communication that the User has used to submit the complaint.

## **Section 11**

### **Personal data and cookies**

1. The Administrator shall be the personal data collector within the meaning of GDPR (General Data Protection Regulation).
2. Personal data of a User shall be processed (if relevant to a given User) to handle orders, send the Newsletter, allow creation and maintaining of an account, as well as to establish, exercise or defend claims, if any, related to contracts concluded via the Portal.
3. Details concerning personal data protection and the use of cookies are specified in the Privacy Policy available at <https://legalenglishexpert.com/privacy-policy/> which constitutes an Appendix to these Terms and Conditions.

## **Section 12**

### **Out-of-court methods of examination of complaints and exercise of claims**

1. The Administrator consents to subjecting disputes following from the conclusion of contracts between the Administrator and a User being a Consumer to mediation. Details shall be agreed upon by the parties to a dispute.

2. A Consumer shall have the possibility to use out-of-court methods of examination of complaints and exercise of claims. *Inter alia* a Consumer may use the ODR platform available at <http://ec.europa.eu/consumers/odr> The platform is used to resolve disputes between consumers and enterprises who attempt at out-of-court resolution of a dispute resulting from contractual obligations under an Internet contract for sale or for provision of services.

## **Section 13**

### **Rescission of a contract**

1. A Consumer who has concluded with the Administrator a distance contract shall have the right to rescind the contract without specifying a reason within 14 days from the date of taking possession of purchased goods (in the case of a contract for sale) or within 14 days from the date of the conclusion of the contract (in the case of a contract for provision of digital content).
2. In order to rescind the contract, the Consumer shall notify the Administrator about her or his decision to rescind the contract by way of an unambiguous declaration - for example a letter sent by post or by email.
3. A Consumer may use the contract rescission form available below, however, it shall not be mandatory.
4. In order to meet the time limit for rescission of the contract, it shall be enough for the Consumer to send information about exercising the right of rescission to which the Consumer is entitled before the lapse of the 14 days' time limit for rescission.
5. Upon the Administrator's receipt of the declaration of rescission, the Administrator shall block the User's access to the Online Course and her or his Account.
6. In the case of a Consumer's rescission of a contract, the Administrator shall repay to the Consumer all amounts paid beforehand by the User to the Administrator without delay but in no event later than 14 days after the date on which the Administrator was informed about the User's exercise of the right of rescission. The repayment shall be made by the Administrator by means of the same payment method that was originally used by the Consumer unless the Consumer has expressly consented to another method. In any case, the Consumer shall not incur any charges in connection with the form of the repayment.
7. The Consumer shall be liable for diminution in value of the product resulting from the use of the product in a way exceeding the necessity to determine the nature, features, and operation of the product.

8. After the rescission and blocking of the access to the Online Course, the User shall not have the right to keep or use any Online Course Materials. The Consumer shall immediately delete all and any downloads and shall cease to use the Online Course Materials in any way.

## **Section 14**

### **Copyrights**

1. All materials in the Portal, including the Online Course Materials, are copyrighted and covered by protection following from the Polish Act on copyright and related rights (Journal of Laws of 1994, No. 24, item 83, as amended) and may be used by Users solely for their personal use.
2. All materials made available by the Administrator as part of a purchased Online Course may be used solely by relevant Online Course Participants, i.e. Users who have paid for an Online Course or have directly obtained an Online Course from the Administrator as a thank-you gift for subscribing to the Newsletter. Such Online Course Participants may print, download, and use the content made available as part of a relevant Online Course solely for their personal use, in particular without the right to further dissemination or use in any other way for purposes related to their business (or for other commercial purposes, including but not limited to teaching English).
3. Users of the Portal, regardless of whether they are Online Course Participants or not, shall not be entitled to publish any content made available in the Portal in any other places, including other websites, or disseminate it in any other way, except for sharing posts published by the Administrator in social media.
4. Any use, dissemination, or exploitation by a User of content available in the Portal in any way or within any scope other than specified above shall be prohibited.

## **Section 15**

### **Final provisions**

1. These Terms and Conditions have been drawn up under the laws of the Republic of Poland and shall be governed by and construed in line with these laws.
2. Any Appendices to these Terms and Conditions shall constitute an integral part and thus shall be construed jointly with these Terms and Conditions.
3. The name of the Portal, its interface, logo, data base, and contents are legally protected.
4. Any disputes between a Consumer and the Administrator related to the use of the Portal shall be resolved by competent courts of general jurisdiction. Any disputes between the Administrator

and a User not being a Consumer shall be resolved by a court having the jurisdiction over the registered office of the Administrator.

5. The Administrator reserves the right to introduce amendments to the Terms and Conditions. Contracts concluded before the date of the introduction of an amendment shall be governed by the Terms and Conditions which were in force at the time of the conclusion of the contract.
6. Archive versions of the Terms and Conditions are available at <https://legalenglishexpert.com/terms-and-conditions/>

## **Appendix No. 1 - Information about the Consumer's Right to Rescind a Contract**

You have the right to rescind a concluded contract within 14 days without the necessity to specify a reason. The time limit for rescission of a contract for provision of digital content in the form of a purchased Online Course expires after the lapse of 14 days from the date of the contract's conclusion.

In order to exercise the right to rescind a contract, you have to inform us (by email at [contact@legallenglishexpert.com](mailto:contact@legallenglishexpert.com) or by post at Transkrypt Anna Mlodawska, 111 Marszalkowska Street, 00-102 Warsaw, Poland, EU) about your decision to rescind the contract by way of an unambiguous declaration (for example by way of a letter sent by post or by email). To that end, you may use the contract rescission form that you will find below, however, it is not obligatory. In order to meet the time limit for rescission, it is enough to send the information about the exercise of your right before the lapse of the time limit referred to above.

In the case of rescission of the contract, we will repay to you all amounts we have received from you without delay but in no event later than 14 days from the date we are informed about your decision to exercise your right of rescission. The repayment will be made by us by means of the same payment method that you have originally used unless you expressly consent to another method. In any case, you will not incur any charges in connection with the form of the repayment.

## Appendix No. 2 - Contract Rescission Form

If you want to rescind a concluded contract, you may use the following form, however, the use of that form is not obligatory. If you decide to use the form, please fill it it and send it to us by email to [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com) or by post to Transkrypt Anna Mlodawska, 111 Marszalkowska Street, 00-102 Warsaw, Poland, EU.

**I hereby inform you about rescission of the contract I have concluded with you for the following products:**

(1) ..... - price: .....

(2) ..... - price: .....

### **Obligatory data:**

Date of conclusion of the contract: .....

First name and last name of the Consumer: .....

Address of the Consumer: .....

### **Voluntary data which will make the repayment process easier:**

E-mail address of the Consumer: .....

Phone number of the Consumer: .....

Repayment will be made by means of the same method that the Consumer has originally used in the transaction.

.....

date of filling in the form

.....

signature of the Consumer (if the form is sent in paper form)

**Information about processing of personal data provided in the Contract Rescission Form**

Your personal data provided in the form will be processed for the purpose of handling the process of rescission of the contract by Anna Mlodawska, sole proprietor doing business as Transkrypt Anna Mlodawska, registered office: 111 Marszalkowska Street, 00-102 Warsaw, Poland, EU.

Contact in matters related to personal data processing is possible at [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com)

In connection with processing of the personal data contained in the form, you have the following rights: right to demand access to data, right to have your data rectified, erased, or have the processing restricted, as well as the right to file a complaint with competent data protection authorities (e.g. the competent authority in Poland is the President of the Personal Data Protection Office).

Provision of the data is voluntary but necessary to handle the process of rescission of the contract.

## **Appendix No. 3**

### **Privacy Policy**

Hi there!

If you are here, it means that you value your privacy. I fully understand that and that is why I have prepared for you this document, where you will find rules governing the processing of personal data and the use of cookies in connection with the use of the Portal available at <https://legalenglishexpert.com/> and the Online Store which is a part of the Portal.

Formal information to start with: I, Anna Mlodawska, am the Administrator of the Portal available at <https://legalenglishexpert.com/> and the personal data collector. I am a sole proprietor doing business as Transkrypt Anna Mlodawska, having the registered office at the following address: 111 Marszalkowska Street, 00-102 Warsaw, Poland, EU, VAT No. PL6581766906, entered into the Central Register of Sole Proprietorships under No. 439553.

In case of any doubts or questions related to the Privacy Policy, you can contact me and my team at [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com).

Best regards,

Anna Mlodawska

Owner of the "Transkrypt Anna Mlodawska" firm and the "Legal English Expert" Portal

#### **Short-form version - the most important information**

We care about your privacy but also about your time. That is why we have prepared for you a summary of the most important rules concerning privacy protection.

1. While making purchases via the Portal, submitting a complaint, rescinding a contract, subscribing to the Newsletter, or simply contacting us, you provide us with your personal data and we guarantee to you that your data will remain confidential, safe, and will not be disclosed to any third parties without your express consent.

2. Among the personal data we process, there may be in particular the following data: first name, last name, email address, residence address, registered name of a business, registered office of a business, Tax ID No./VAT No., IP address.
3. We make all reasonable efforts to keep your personal data safe and protect them from unauthorised access.
4. We disclose your personal data solely to trusted entities which provide services related to personal data processing.
5. We do not use profiling mechanisms using personal data.
6. We give you the possibility to exercise your rights following from GDPR<sup>1</sup> related to our processing of your personal data.
7. By means of tools available in that respect, we automatically adjust the contents of the website to your individual interests, needs, preferences, and actions taken by you as part of our website in the past.
8. We use tools basing on cookies, both our own cookies and cookies of third parties. As part of such tools, we do not have access to information allowing your identification. These are various analytical, marketing, social media, and communication tools. Some of them entail implementation of special tracking scripts.
9. We give you the possibility to manage cookie settings directly from the level of our website. You can switch on and off individual tools and their corresponding cookies.
10. You can also manage cookie settings from the level of your internet browser or by installing special add-ons allowing control over cookies such as Ghostery (<https://www.ghostery.com>).
11. In the contents of the website, there may be links to external websites managed by third parties. We are not liable for rules governing the processing of personal data and the use of cookies by administrators of external websites. You can find details in that respect in privacy policies of such external websites.
12. The website is hosted by an external server, which - just like any other server - generates logs. Logs store information such as IP address, date and time of the server, information about the internet browser and the operating system. Logs are used solely for operational and technical purposes.

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<sup>1</sup> 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 above information is of an introductory nature. We encourage you to get acquainted with further information that you will find below.

### **Long-form version**

#### **Personal data**

**The collector of your personal data is:** Anna Mlodawska, sole proprietor doing business as Transkrypt Anna Mlodawska, having the registered office at the following address: 111 Marszalkowska Street, 00-102 Warsaw, Poland, EU, VAT No. PL6581766906, entered into the Central Register of Sole Proprietorships under No. 439553, email: [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com).

**Purposes, legal grounds, and duration of the processing of personal data** are specified separately for each purpose of data processing (see: description of individual purposes of personal data processing below).

**Rights.** GDPR grants to you the following potential rights related to the processing of your personal data:

1. right to access your data and receive a copy of them,
2. right to rectification (correction) of your data,
3. right to erasure of your data (if in your opinion there are no grounds for us to process your data, you may demand their erasure),
4. right to restriction of the processing of data (you may demand restriction of the processing of your data solely to their storage or performance of specific actions arranged with you if in your opinion we have inaccurate data or we process them without a valid ground),
5. right to object to the processing of your data (you have the right to object to the processing of data on the ground of a legitimate interest; you should specify a special situation which in your opinion justifies our cessation of the processing covered by your objection. We will cease to process your data for such purposes unless we prove that the grounds for the processing override your rights or that your data are necessary for us for the establishment, exercise or defence of claims),
6. right to data portability (you have the right to receive from us, in a structured, commonly used and machine-readable format, the personal data you provided to us under a contract or upon your consent; you may order us to transmit such data directly to another entity),

7. right to file a complaint with a supervisory authority (if you are of the opinion that we process data in a way non-compliant with applicable legal provisions, you may file a complaint about that to a competent supervisory authority).

The rules related to the exercise of the above mentioned rights are described in detail in Articles 16-21 of GDPR. We encourage you to get acquainted with these provisions. On our part, we would like to explain to you that the above mentioned rights are not absolute and you will not be entitled to exercise them with regard to all activities of personal data processing.

We would like to emphasize that the right you always have - if you are of the opinion that we have violated legal provisions while processing your personal data - is the right to file a complaint with a competent authority (e.g. in Poland it is the President of the Personal Data Protection Office).

You may also always demand that we provide you with information about what data concerning you we have and for what purposes we process them. To do that, please send an email with such demand to [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com). Nevertheless, we have made reasonable efforts to present information that may be of interest to you in this Privacy Policy. You can send an email to the above mentioned email address also if you have any other questions as to the processing of your personal data.

**Security.** We ensure confidentiality of all personal data provided to us. We ensure that adequate security measures and measures for the protection of personal data required by personal data protection provisions are taken. Personal data are collected with due care and are adequately protected from access by unauthorized persons.

**Data recipients.** Your personal data may be processed by entities whose services we use and whose services entail or may entail processing of personal data. These include but are not limited to the following entities:

1. hosting provider - your personal data are stored at a server,
2. email provider - processing of your personal data occurs as part of email exchange,
3. invoice system provider - in respect of processing in the invoice system of personal data necessary to issue an invoice,
4. accounting firm - the accounting firm processes your personal data contained in invoices and other accounting documents,

5. law firm - the law firm may get access to your personal data if it is necessary for the provision of legal services to us,
6. firm providing technical services related to the operation of the website - the entity may get access to your data in connection with technical works concerning the areas where your personal data are stored,
7. courier or post firms - in respect of processing of personal data necessary for mailing to you certificates, letters or products,
8. other subcontractors - we cooperate with various subcontractors which may get access to your personal data if they provide services within the scope entailing such access.

Your personal data may be also provided to tax authorities within the scope necessary for us to fulfill our tax settlement and accounting obligations. This may be the case with various tax returns, declarations, reports and other accounting documents where your personal data may be stated.

Furthermore, if necessary, your personal data may be made available to entities, authorities, or institutions authorized to get access to your data under legal provisions, such as the police, state security authorities, courts, public prosecutor's office.

### **Personal data processing purposes and activities**

**Orders.** By placing an order, you have to specify data necessary to handle the order, such as first name, last name, invoice data (including residence address or registered office address), email address, phone number (where applicable), Tax ID No./VAT No. Provision of such data is voluntary but necessary for placing an order.

Data provided to us in connection with an order are processed with a view to performance of the contract concluded by way of your placing the order (Article 6 (1) (b) of GDPR), issuance of the invoice (Article 6 (1) (c) of GDPR), including the invoice in accounting documentation (Article 6 (1) (c) of GDPR), as well as for archiving and statistical purposes (Article 6 (1) (f) of GDPR).

Data concerning orders will be processed for a period necessary for performing the order, and subsequently until the lapse of the time of prescription of claims under the concluded contract. Moreover, after the lapse of that time, the data may be still stored for archiving and statistical purposes, in particular for the purpose of identification of a returning client. Please remember also that we are obliged to store invoices with your personal data for 5 years after the end of the fiscal year in which the tax liability came into being.

In the case of data about orders, you have no possibility to rectify (correct) such data after the performance of an order. You cannot also object to processing of data or demand erasure of data until the lapse of the time of prescription of claims on account of the concluded contract. Similarly, you cannot object to processing of data or demand erasure of data contained in invoices. After the lapse of the time of prescription of claims on account of the concluded contract, you may only object to our processing of your data for statistical purposes and demand deletion of your data from the database.

**Retrieving abandoned carts.** If you initiate the process of placing an order but you do not complete it, that fact will be recorded by our system and you will receive to your email address a notification about the possibility to complete the order. To that end, we process your personal data collected by us in connection with your initiation of placing an order. We base the processing of data in that case on our legitimate interest (Article 6 (1) (f) of GDPR). You may object to processing of your data for the purposes of retrieving abandoned carts by sending an email to us to [contact@legalenglishexpert.com](mailto:contact@legalenglishexpert.com).

**Complaints and rescission of a contract.** If you submit a complaint or if you rescind a contract, you provide us with personal data contained in the wording of the complaint or in the declaration of rescission, including first name, last name, residence address, phone number, email address, bank account number (where applicable). Provision of such data is voluntary but necessary to submit a complaint or rescind a contract.

The data provided to us in connection with submitting a complaint or rescission of a contract are used to handle the process of examination of a complaint or the process of rescission of a contract (Article 6 (1) (c) of GDPR), and subsequently for archiving purposes, which constitutes our legitimate interest (Article 6 (1) (f) of GDPR).

The data will be processed for the time necessary to carry out the process of examination of a complaint or the process of rescission. Complaints and declarations of rescission may be additionally archived in order to prove in the future the course of the process of examination of a complaint or the process of rescission of a contract.

In the case of data contained in complaints and declarations of rescission of a contract you do not have the possibility to rectify (correct) such data. Moreover, you cannot object to processing of the data or demand erasure of such data until the lapse of the time of prescription of claims on account of the concluded contract. After the lapse of the time of prescription of claims on account of the concluded contract, you may, however, object to processing of your data, as well as of demand erasure of your data from the database.

**Newsletter.** Subscribing to the Newsletter, you provide to us your email address and first name.

Provision of the email address is voluntary but necessary to subscribe to the Newsletter.

The data provided to us during the process of subscribing to the Newsletter are used for the purpose of sending to you the newsletter and the legal ground for the processing is your consent (Article 6 (1) (a) of GDPR) expressed during your subscribing to the Newsletter.

You may resign from receiving the Newsletter at any time by clicking the dedicated link included in each email sent by us as part of the Newsletter or simply contacting us. Despite your resignation from the Newsletter, your data will still be stored in our database with a view to possible defence of claims related to sending the Newsletter to you, in particular for the purposes of indicating the fact that you have granted the consent to receive the Newsletter and the moment of its withdrawal, which constitutes our legitimate interest referred to in Article 6 (1) (f) of GDPR.

You may rectify (correct) your data included in the Newsletter database at any time. In the situation where you object to the processing of your personal data, demanding at the same time erasure of your data from our database, we will have to inform you that in view of our legitimate interest referred to in the preceding indent we will not remove your data from the database. Erasure of such data would prevent us from proving, if needed, the fact that you have granted in the past the consent to receiving the Newsletter.

The mailing system that we use tracks your actions taken in connection with emails sent to you. Thus, we have information which emails you have opened, in which emails you have clicked links, etc.

**Contact.** By contacting us, you naturally provide us with your personal data contained in the correspondence, in particular your email address and your first name. Provision of such data is voluntary but necessary to initiate contact.

Your data in this case are processed for the purpose of the contact with you and the ground for the processing is Article 6 (1) (f) of GDPR, namely our legitimate interest. The legal ground for the processing after the completion of the contact is also our legitimate interest in the form of archiving the correspondence for internal purposes (Article 6 (1) (f) of GDPR).

The wording of the emails exchanged may be archived and we are not able to unequivocally specify when it will be deleted. You have the right to demand that we present to you the history of email exchange you had with us (if it has been archived), as well as demand that we erase it, unless its

archiving is legitimate in view of our overriding interests, such as defence of potential claims on your part.

**Marketing of own products and services.** While using our services and placing an order, you provide us with your personal data, such as first name and last name, invoice data (including residence address or registered office address), email address, phone number, if applicable, Tax ID No./VAT No. Provision of the data is voluntary but necessary to place an order or use our services.

Your data are in that case processed for the purpose of marketing of our services and products and the ground for the processing is Article 6 (1) (f) of GDPR, namely our legitimate interest. Moreover, your data will be stored in our database with a view to potential defence, establishment and exercise of claims related to the contract concluded with us, as well as for the purpose of identification of a returning client, which constitutes our legitimate interest, referred to in Article 6 (1) (f) of GDPR.

The data will be stored for the time of the existence of the Portal Administrator's business, unless you earlier object to processing of your personal data and we do not have an overriding interest in further processing of the data covered by the objection. At any time, you may object to processing of your data for the purpose of marketing of our own products or services, which will result in that we will stop sending any advertising materials to you. If the time of prescription of claims following from the contract between us has lapsed, you may also object to processing of your data in any way, which will result in their permanent erasure from the database.

### **Cookies and other tracking technologies**

Our website, similarly to almost all other websites, uses cookies.

Cookies are small text information stored in your terminal device (e.g. computer, tablet, smartphone), which may be read by our IT system (own cookies) or by the IT system of third parties (cookies of third parties).

Some cookies used by us are deleted after the completion of a session of the Internet browser, i.e. after its closing (the so-called serial cookies). Other cookies are kept in your terminal device and recognise you browser when you visit our website again (permanent cookies).

If you want to find out more about cookies as such, you may get acquainted e.g. with this material: [https://pl.wikipedia.org/wiki/HTTP\\_cookie](https://pl.wikipedia.org/wiki/HTTP_cookie).

Below you will find detailed information about cookies operating as part of our website.

**Consent to cookies.** During your first visit at our website, you will see displayed information concerning the use of cookies together with a question about your consent to the use of cookies.

Thanks to a special tool, you have the possibility to manage cookies from the level of the website, by switching off individual cookies.

Moreover, you can always change the cookies settings from the level of your browser or delete cookies. Browsers manage the cookies setting in various ways. In the menu of the Internet browser, you will find explanations concerning modification of the cookies settings.

You can also manage the cookies settings by installing special add-ons allowing control over cookies, such as: Ghostery (<https://www.ghostery.com>).

Please remember that switching off or limiting cookies may cause difficulties while using our website and many other websites which use cookies.

**Own cookies.** Own cookies are used by us for the purpose of ensuring correct operation of the website. Own cookies also store information about your consent to the use of cookies and information about the cookies settings defined by you as part of our website. Own cookies are used also by a script responsible for the mechanism of retrieving abandoned carts. It means that cookies may contain information about the contents of your cart, recently viewed products, etc.

**Cookies of third parties.** Our website, similarly to most modern websites, uses functions provided by third parties, which entail the use of cookies coming from third parties. The use of such cookies is described below.

**Google Analytics.** We use the Google Analytics tool provided by Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. Activities in that respect are performed by us basing on our legitimate interest consisting in creation of statistics and their analysis with a view to optimising our websites.

Google Analytics automatically collects information about your use of our website. The information collected in that way is most frequently provided to the server of Google in the United States and stored there.

In view of the anonymization of your IP address activated by us, your IP address is shortened before transmitting. Only in exceptional cases, your full IP address is provided to the Google server in the United States and shortened there. The anonymized IP address provided by your browser as part of Google Analytics, in principle, is not combined with other Google data.

We would like to emphasize that as part of Google Analytics we do not collect any data which would allow your identification. Therefore, the data collected as part of Google Analytics do not have the nature of personal data. Information to which we have access as part of Google Analytics include in particular the following:

- information about the operating system and the Internet browser that you use,
- individual sites that you viewed as part of our Portal,
- time that you spent in our Portal and on its individual sites,
- your moving between individual sites in our Portal,
- the source from which you came to our website.

Moreover, we use, as part of Google Analytics, the following advertising functions:

- demographic and interest reports,
- remarketing,
- functions of reporting about advertisements, user-ID.

As part of the Advertising Functions, we do not collect personal data. Information to which we have access includes in particular the following:

- your age range,
- your gender,
- your approximate location limited to the city/town/village,
- your interests determined on the basis of your activity in the Internet.

In order to use Google Analytics, we have implemented in the code of our website a special tracking code of Google Analytics. The tracking code uses cookies of Google LLC in respect of the Google Analytics service. From the level of our website, using the mechanism intended to manage cookies, you can switch off the Google Analytics tracking code. At any time, you may also block the Google Analytics tracking code by installing the add-on for the Internet browser made available by Google: <https://tools.google.com/dlpage/gaoptout>.

The Google Analytics and Google Analytics 360 services have obtained the certificate of the independent security standard ISO 27001. ISO 27001 is one of the most frequently recognised in the world and it certifies compliance with applicable requirements by systems handling Google Analytics and Google Analytics 360.

If you are interested in details related to data processing as part of Google Analytics, we encourage you to get acquainted with explanations prepared by Google: <https://support.google.com/analytics/answer/6004245>.

**Facebook Ads and Insights.** We use marketing and analytical tools available as part of the Facebook service. The provider of these tools is Facebook Inc., 1601 S. California Ave., Palo Alto, CA 94304, USA. Activities in that respect are performed by us basing on our legitimate interest consisting in the marketing of own products or services, as well as analytics and statistics.

In order to present to you advertisements personalised in terms of your behavior in our Portal, we have implemented as part of our website the Facebook Pixel, which automatically collects information about your use of our Portal in respect of viewed websites. The information collected in that way is most frequently transmitted to the server of Facebook in the United States and stored there.

Information collected as part of the Facebook Pixel is anonymous, i.e. it does not allow us to identify you. We know only what activities you have taken as part of our Portal. We may also check your age range, your gender, the place from which you connect with the Internet. Facebook Insights may provide us also with information about you, but this is never information allowing your identification.

Nevertheless, we would like to inform you that Facebook may combine the collected information with other information about you collected as part of your use the Facebook service and use it for its own purposes, including marketing purposes. Such actions of Facebook are independent from us and information about them may be found directly in the privacy policy of Facebook: <https://www.facebook.com/privacy/explanation>. From the level of your Facebook account, you may also manage your privacy settings. Here you can find useful information about that: <https://www.facebook.com/help/568137493302217>.

From the level of our website, using the mechanism intended to manage cookies you can switch off the Facebook Pixel.

**Content from external websites.** We embed at our website content from external websites, including videos from YouTube and Vimeo. In connection with that, cookies of Google LLC related to the YouTube service, including DoubleClick cookies, and cookies of Vimeo Inc. are used.

When you play videos or get acquainted with other embedded content, Google or Vimeo receive information about that, even if you do not have a profile with a given provider or if you are not logged in. Such information (together with your IP address) is sent by your browser directly to the server of a given provider (some servers are located in the USA) and stored there.

If you have logged into the service of a given provider, the service provider may directly ascribe a visit at our website to your profile in a given social media service. The purpose and scope of collection of data and their further processing and use by service providers, as well as the possibility of contact and your rights in that respect, as well as the possibility to modify settings allowing protection of your privacy are described in the privacy policy of individual service providers.

If you do not want service providers to ascribe data collected during your playing videos or getting acquainted with other content at our website directly to your profile in a given service, then before visiting our website you need to log out of that service. You may also fully prevent loading of plugins at the website by using adequate add-ons for your browser, e.g. blocking scripts.

Cookies related to YouTube are loaded not earlier than at the time of playing a video, so if you do not want that to happen, abstain from watching the video.

**Social media tools.** At our website, we use plugins and other social media tools made available by social media such as: Facebook, Twitter, Instagram, Google, LinkedIn.

While viewing our website containing such a plugin, your browser will make a direct connection with the servers of the administrators of the social media services (service providers). The contents of the plugin are transmitted by a given service provider directly to your browser and integrated with the website. Thanks to the integration, the service providers receive information that your browser has displayed our website, even if you do not have a profile with a given service provider or you are not logged in at a given time. Such information (together with your IP address) is sent by your browser directly to the server of a given provider (some servers are located in the USA) and stored there.

If you are logged into one of the social media services, the service provider will be able to directly ascribe your visit at our website to your profile in a given social media service.

If you use a given plugin, e.g. by clicking the buttons "Like" or "Share", relevant information will also be sent directly to the server of a given service provider and kept there.

Moreover, such information will be published in a given social media service and will be displayed to persons added as your contacts. The purpose and scope of collection of data and their further processing and use by service providers, as well as the possibility of contact and your rights in that respect, as well as the possibility to modify settings allowing protection of your privacy are described in the privacy policy of individual service providers.

- Facebook – [https://www.facebook.com/legal/FB\\_Work\\_Privacy](https://www.facebook.com/legal/FB_Work_Privacy),
- Twitter – <https://twitter.com/en/privacy>,
- LinkedIn – <https://www.linkedin.com/legal/privacy-policy>,
- Google – <https://policies.google.com/privacy?hl=pl>,
- Instagram – <https://help.instagram.com/155833707900388>.

If you do not want social media services to ascribe data collected during your visit at our website directly to your profile in a given service, then before visiting our website you need to log out of that service. You may also fully prevent loading of plugins at the website by using adequate add-ons for your browser, e.g. blocking scripts.

**Sumo.** We use the Sumo tool provided by Sumo Group Inc. 601 E Cesar Chavez St Austin, TX 78702 United States, which allows us to present to you personalised messages while you are using our Portal. Activities in that respect are performed by us basing on our legitimate interest in the form of marketing of own products and services.

In order to present to you messages personalised in terms of your behavior in our Portal, we use the functions of the Sumo tool, which automatically collects information about your use of our Portal. Information collected in that way is most frequently provided to the server in the United States and stored there.

In view of the fact that Sumo Group Inc. has its registered office in the USA and uses the technical infrastructure located in the USA, it has joined the program EU-US-Privacy Shield in order to ensure adequate level of personal data protection required by the European Union legal provisions. As part of the agreement between the USA and the European Commission, the latter has determined adequate level of protection of data in the case of enterprises having the Privacy Shield certificate.

As part of the cookies settings available from the level of our website you may object to the use of the Sumo tool.

**Server logs.** The use of the website entails sending queries to the server at which our website is stored. Each query addressed to the server is recorded in server logs.

The logs cover *inter alia*: your IP address, data and time of the server, information about the Internet browser and operating system that you use. The logs are recorded and stored at the server.

The data recorded in server logs are not ascribed to specific persons using the website and are not used by us for the purpose of your identification.

Server logs constitute solely an auxiliary material intended for administration of the website and their contents are not disclosed to anybody apart from persons authorised to administer the server.