

TERMS OF USE OF THE WEBSITE OF

PROMAR.PL

Publication date: 20.01.2025 r.

("Terms of Use")

1. General provisions

1. These Terms of Use set forth the terms and conditions for the use of the **promar.pl** website ("**Website**").
2. The controller and operator of the Website is **"PROMAR" PRZEDSIĘBIORSTWO PRODUKCYJNO HANDLOWE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office in Zawiercie (ul. Cerefisko 2, 42-400 Zawiercie), entered in the register of entrepreneurs kept by the District Court for Katowice-Wschód in Katowice, VIII Economic Division, under number: 183150, with the share capital of PLN 1.000.000, REGON: 008052670, NIP: 1180010695, PROMAR has the status of a large enterprise within the meaning of the provisions of the Act on Counteracting Excessive Delays in Commercial Transactions and Annex No. 1 to the Commission Regulation (EU) No. 651/2014 ("**Controller**" or "**PROMAR**").
3. Contacting the Controller is possible through:
 - e-mail: **info@promar.pl**,
 - registered office address: ul. Cerefisko 2, 42-400 Zawiercie.
4. Each person using the Website ("**User**") should read these Terms of Use. Use of the Website is tantamount to acceptance of the Terms of Use.
5. **The Privacy Policy**, available at <https://promar.pl/privacy-policy/>, which supplements these Terms of Use, applies to matters related to data protection.

2. Definitions

The terms used in the Terms of Use have the following meanings:

- **Website** - the Internet service available at promar.pl (and subpages in this domain), operated by the Controller.
- **User** - any individual visiting the Website and using its functions (including contact forms).
- **Terms of Use** - this document setting out the rules regarding the Website and the rules of use.

3. Scope of services and terms of use of the Website

1. Through the Website, Users have access to information about PROMAR's activities, including informational, marketing, educational content and materials published, for example, in the form of articles, videos, photos, graphics.
2. The Website may provide Users with functions and forms, such as:
 - **Contact form** - allowing you to send an inquiry to the Controller,
 - **Recruitment form** - allowing you to submit applications in recruitment processes,
 - other tools or modules introduced by the Controller.
3. The use of forms usually requires the provision of personal data. For detailed data processing rules, please refer to the **Privacy Policy** and separate privacy notices available in the GDPR section <https://promar.pl/gdpr/>.
4. The User is obliged to use the Website in a manner consistent with the law, good practices and with respect for the rights, including personal rights, of other Users and third parties, as well as intellectual property rights.
5. It is forbidden for the User to provide content of an unlawful, offensive, vulgar nature, violating good morals, inciting hatred or discrimination.
6. The Controller is not responsible for interruptions in the functioning of the Website caused by force majeure, technical failures or unauthorized actions of third parties.

4. Technical conditions of use of the Website

1. In order to use the website, the User should have a device with access to the Internet and an up-to-date web browser (e.g. Chrome, Firefox, Safari, Edge).
2. The Controller endeavors to make the use of the Website possible for as many devices and browsers as possible, but does not guarantee full compatibility with all devices or software available on the market.
3. Installation of additional software or plug-ins in your browser may affect the proper functioning of the Website.

5. Intellectual property rights

1. All materials available on the Website (text, photos, videos, graphics, interface elements, page layout) are works protected by copyright or other intellectual property rights.
2. Copyright and industrial property rights to the content posted on the Website are vested in the Controller or entities with whom the Controller has entered into appropriate agreements/licenses.

3. Use of content posted on the Website (beyond the limits of permitted use) requires the permission of the Controller. In particular, it is not permitted to copy, reproduce, modify, distribute or use these materials for commercial purposes without prior written consent.
4. Trademarks (logos, product names, service marks) posted on the Website are protected by law. Any use of them requires the written consent of the authorized entity.

6. Responsibility

1. The Controller makes every effort to ensure that the information published on the Website is reliable, complete and up to date. Nevertheless, the content is for informational purposes only and the Controller does not guarantee its suitability for the User's specific purposes.
2. The Controller is not liable for damage arising in connection with the use of the Website, unless it results from the provisions of mandatory law.
3. The Website may contain references (links) to external websites or services of third parties. The Controller is not responsible for the content, privacy policies or actions of such external websites or services.
4. Users use the Website at their own responsibility and risk. Users are advised to exercise particular caution when downloading files or entering data on the Internet.

7. Personal data protection

1. Detailed information on the processing of personal data of Website Users is contained in the **Privacy Policy** and, with regard to cookies, in the **Cookie Policy**, available at <https://promar.pl/cookie-policy/>.
2. The use of the Website (including contact forms) may require you to provide certain personal data, the provision of which is voluntary, but may be necessary to use certain functionalities (e.g., to send an inquiry).
3. The Controller processes personal data in a manner that complies with applicable laws, including the GDPR and the Law on Personal Data Protection of 10 May 2018.

8 Complaint procedure (if applicable)

1. You have the right to raise any reservations regarding the operation of the Website or the services provided electronically by the Controller.
2. Complaints can be filed:
 - in electronic form to the e-mail address: **info@promar.pl**,

- by regular mail, to the Controller's registered address.
- 3. The complaint should contain the forename, surname (or name), contact details and a description of the reservations.
- 4. The Controller will endeavor to examine the complaint within 14 working days from the date of its receipt or from the receipt of complete explanations from the User, in case the Controller directs additional questions about the situation in question. The User will be notified of the results of the complaint examination in the manner in which he/she submitted the complaint (unless otherwise specified).

9. Changes to the Terms of Use

1. The Controller has the right to introduce changes to these Terms of Use for important legal, technological or organizational reasons (e.g. change of generally applicable regulations, change of functionality of the Website).
2. Users will be informed of any change on the Website or by other appropriate means. Changes come into effect on the date indicated in the notice of changes to the Terms of Use, but not earlier than 7 days after the information about the changes is made available (unless otherwise required by law).
3. Use of the Website after the effective date of changes to the Terms of Use implies acceptance of such changes.

10. Final provisions

1. In matters not covered by these Terms of Use, the provisions of Polish law apply, including in particular the Civil Code.
2. The Terms of Use come into force as of the date of their publication on the Website.
3. If any provision of the Terms of Use proves to be invalid or ineffective, this does not affect the validity and effectiveness of the remaining provisions.

11. Changes and updates to the Terms of Use

The content of the Terms of Use may be changed by the Controller in case of factual or legal changes concerning the Website. You will be informed of the change in the content of the Terms of Use, in particular by publishing the new content on the Website.