

## NEWSLETTER DELIVERY REGULATIONS

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### § 1.

#### General provisions

1. These regulations (hereinafter referred to as the "**Regulations** ") define the rules and conditions for providing the Newsletter to the "AI SPRINTER" application operating at the Internet address <https://ai-sprinter.com> (hereinafter referred to as the "**Application** ").
2. The Regulations are the regulations referred to in Art. 8 of the Act of 18 July 2002 on the provision of electronic services (hereinafter referred to as the "**Act on the provision of electronic services** ").
3. The Newsletter provider is **GRUPA RB ALTUM spółka z ograniczoną odpowiedzialnością** with its registered office in Kraków (registered address: ul. Mała Góra 88 lok. 25, 30-864 Kraków), entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number: 0000841700, with NIP: 6793199754, REGON number: 386072842, with share capital of PLN 5,000.00 (five thousand zlotys) paid in full (hereinafter: "**Supplier** ").
4. Contact with the Supplier is possible via:
  - 1) e-mail – at: [aisprinter.office@gmail.com];
  - 2) traditional mail – at the following address: ul. Mała Góra 88 lok. 25, 30-864 Kraków;
  - 3) telephone – at: [ +48 881 266 135].
5. Before subscribing to the Newsletter , the Subscriber is obliged to read the Regulations and the Privacy Policy.
6. In matters not regulated in the Regulations, the provisions of the application regulations available at: <https://ai-sprinter.com> (hereinafter: "**Application Regulations** ").

### § 2.

#### Definitions

The words used in the Regulations written with a capital letter have the following meanings:

- 1) **Application** - term defined in § 1 section 1 of the Regulations;
- 2) **Supplier** - term defined in § 1 section 3 of the Regulations;
- 3) **Consumer** - a natural person concluding a legal transaction with the Supplier that is not directly related to its business or professional activity;
- 4) **Newsletter** - digital content within the meaning of the provisions of the Consumer Rights Act , including commercial information regarding the Supplier's current activities (including information about new products and promotions available in the Application);
- 5) **Non-compliance** - this means the non-compliance of the Newsletter with the Newsletter Delivery Agreement (the criteria for assessing the compliance of the Newsletter with the

Newsletter Delivery Agreement are set out in Article 43k(1-2) of the Consumer Rights Act);

- 6) **Privacy Policy** - a document containing information on the processing of Subscribers' personal data by the Supplier;
- 7) **Entrepreneur** - a natural person, a legal person or an organizational unit without legal personality, which is granted legal capacity by special provisions, conducting business or professional activity on its own behalf ;
- 8) **Entrepreneur with Consumer rights** - a natural person conducting business or professional activity on his or her own behalf, who has concluded with the Supplier an Agreement directly related to his or her business activity, but which does not have a professional character for this person, resulting in particular from the subject of his or her business activity;
- 9) **Regulations** - term defined in § 1 section 1 of the Regulations;
- 10) **Application Regulations** - term defined in § 1 section 6 of the Regulations;
- 11) **Subscriber** - a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer rights who has concluded a Newsletter Delivery Agreement with the Supplier or has taken steps to conclude it;
- 12) **Newsletter delivery agreement** – Newsletter delivery agreement within the meaning of the provisions of the Consumer Rights Act, under which the Supplier undertakes to provide the Subscriber with the Newsletter free of charge for an indefinite period of time, and the Subscriber undertakes to provide the Supplier with personal data;
- 13) **Consumer Rights Act** - Act of May 30, 2014 on consumer rights;
- 14) **Act on the provision of services by electronic means** - term defined in § 1 section 2 of the Regulations.

### **§ 3.**

#### **Technical requirements**

1. In order to receive the Newsletter , it is necessary to:
  - 1) connection to the Internet;
  - 2) having devices enabling the use of Internet resources;
  - 3) using a web browser enabling the display of hypertext documents on the device's screen, linked on the Internet by a web service and supporting the JavaScript programming language, and accepting cookies ;
  - 4) having an active e-mail account.
2. As part of the Application, Subscribers are prohibited from using viruses, bots, worms or other computer codes, files or programs (in particular scripts and applications automating processes or other codes, files or tools).
3. The Supplier informs that it uses cryptographic protection of electronic transfer and the Newsletter by applying appropriate logical, organizational and technical measures, in particular to prevent third parties from accessing the data, including SSL encryption, the use of access passwords and anti-virus or unwanted software programs.
4. The Supplier informs that despite the use of security measures referred to in section 3 above, the use of the Internet and services provided electronically may be at risk of malware getting into the IT system and the Subscriber's device or third parties gaining access to the data on this device. In order to minimize this threat, the Supplier recommends using antivirus programs or means to protect identification on the Internet.

### **§ 4.**

#### **General rules**

1. The subscriber is obliged to use the Newsletter in a manner consistent with the provisions of generally applicable law, the provisions of the Regulations, as well as with good practices.
2. Providing illegal content by the Subscriber is prohibited.

## **§ 5.**

### **Newsletter delivery agreement**

1. Newsletter Delivery Agreement , the Subscriber should provide the Supplier with an e-mail address and submit a declaration of consent to receive the Newsletter , reading the Regulations and Privacy Policy and accepting their provisions.
2. Carrying out the activities specified in section 1 above may take place in any way, in particular by filling out the electronic form provided in the Application by the Subscriber.
3. The contract for the provision of the Newsletter is concluded for an indefinite period.
4. The Supplier informs and the Subscriber acknowledges that:
  - 1) the delivered Newsletter is not subject to subsequent updating;
  - 2) the frequency and deadlines for delivering Newsletters are not predetermined and depend on the Supplier's current situation.
5. The Newsletter is delivered via e-mail, to the e-mail address provided by the Subscriber.
6. Newsletter Delivery Agreement at any time and without giving a reason with immediate effect. Moreover, pursuant to Art. 27 et seq. of the Act on Consumer Rights, a Subscriber who is a Consumer or an Entrepreneur with Consumer rights may withdraw from the Newsletter Delivery Agreement without giving a reason, within 14 (fourteen) days from the date of its conclusion.
7. Newsletter Delivery Agreement or its termination, regardless of the basis for this action, requires the Subscriber to submit an appropriate declaration to the Supplier. The declaration referred to in the preceding sentence may be submitted by:
  - 1) the Subscriber clicking on the link enabling him to unsubscribe from receiving the Newsletter , which is sent with each Newsletter;
  - 2) Newsletter Delivery Agreement or its termination by e-mail to the Supplier. The declaration referred to in this point 2 may also be submitted on the form constituting Annex No. 2 to the Consumer Rights Act.
8. The Supplier stops delivering the Newsletter to the Subscriber immediately after the Subscriber performs one of the activities indicated in section. 7 above.

## **§ 6.**

### **Complaints regarding the Newsletter**

1. The provisions of this § 6 apply only to Subscribers who are Consumers or Entrepreneurs with Consumer rights.
2. Newsletter Delivery Agreement at the time of its delivery.
3. The Supplier is liable for any Inconsistency existing at the time of delivery of the Newsletter and disclosed within 2 (two) years from that moment.
4. If non-compliance is disclosed, the Subscriber may submit a complaint containing a request to bring the Newsletter into compliance with the Newsletter Delivery Agreement .
5. The complaint is submitted via e-mail to the address indicated in § 1 section. 4 point 1 of the Regulations.
6. The complaint should include:
  - 1) name and surname of the Subscriber;
  - 2) e-mail address;
  - 3) description of the disclosed Nonconformity;
  - 4) request to bring the Newsletter into compliance with the Newsletter Delivery Agreement .
7. The Supplier may refuse to bring the Newsletter into compliance with the Newsletter Delivery Agreement if it is impossible or would require the Supplier to incur excessive costs.
8. After considering the complaint, the Supplier provides the Subscriber with a response to the complaint in which:
  - 1) acknowledges the complaint and indicates the planned date for bringing the Newsletter into compliance with the Newsletter Delivery Agreement ;
  - 2) refuses to bring the Newsletter into compliance with the Newsletter Delivery Agreement

- for the reasons indicated in section 7 above;
- 3) rejects the complaint because it is groundless.
9. The Supplier responds to the complaint via e-mail within 14 (fourteen) days from the date of its receipt.
  10. If the complaint is accepted, the Supplier, at its own expense, brings the Newsletter into compliance with the Newsletter Delivery Agreement within a reasonable time from the receipt of the complaint and without excessive inconvenience to the Subscriber, taking into account the nature of the Newsletter and the purpose for which it is used. The planned date for bringing the Newsletter into compliance with the Newsletter Delivery Agreement is indicated by the Supplier in the response to the complaint.
  11. In the event of disclosing Non-Compliance, the Subscriber may submit to the Supplier a declaration of withdrawal from the Agreement when:
    - 1) the Newsletter into compliance with the Newsletter Delivery Agreement is impossible or requires excessive costs;
    - 2) The Supplier did not bring the Newsletter into compliance with the Newsletter Delivery Agreement in accordance with section 10 above;
    - 3) The non-compliance continues even though the Supplier has tried to bring the Newsletter into compliance with the Newsletter Delivery Agreement ;
    - 4) Newsletter Delivery Agreement without first requiring the Supplier to bring the Newsletter into compliance with the Newsletter Delivery Agreement ;
    - 5) it clearly follows from the Supplier's statement or circumstances that the Supplier will not bring the Newsletter into compliance with the Newsletter Delivery Agreement within a reasonable time or without excessive inconvenience to the Subscriber.
  12. A declaration of withdrawal from the Agreement may be submitted via e-mail to the address indicated in § 1 section 4 point 1 of the Regulations.
  13. The declaration of withdrawal from the Agreement should include:
    - 1) name and surname of the Subscriber;
    - 2) e-mail address;
    - 3) date of delivery of the Newsletter ;
    - 4) description of the disclosed Nonconformity;
    - 5) indication of the reason for submitting the declaration, selected from among the reasons indicated in section 11 above;
    - 6) declaration of withdrawal from the Agreement.
  14. Newsletter Delivery Agreement if the Non-compliance is immaterial.
  15. If the Subscriber withdraws from the Newsletter Delivery Agreement , the Supplier stops delivering the Newsletter immediately after receiving the declaration of withdrawal from the Newsletter Delivery Agreement .

## **§ 7.**

### **Processing of personal data**

Information about the processing of personal data by the Supplier can be found in the Privacy Policy available at: <https://ai-sprinter.com>

## **§ 8.**

### **Out-of-court dispute resolution**

1. The provisions of this § 8 apply only to Subscribers who are Consumers.
2. The subscriber has the opportunity to use out-of-court methods of dealing with complaints and pursuing claims.
3. Detailed information regarding the possibility for the Subscriber to use out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites:
  - 1) district (municipal) consumer ombudsmen, social organizations whose statutory tasks

- include consumer protection;
  - 2) Provincial Inspectorates of the Trade Inspection;
  - 3) Office of Competition and Consumer Protection.
4. The subscriber may also use the online dispute resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.

## **§ 9.**

### **Changes to the Regulations**

1. The Supplier may make changes to the Regulations in the event of:
  - 1) changes to the Supplier's data;
  - 2) changes in the scope of the Supplier's business;
  - 3) the Supplier starts providing new services, modifies the services currently provided or discontinues their provision;
  - 4) making a technical modification of the Newsletter that requires adapting the provisions of the Regulations to it;
  - 5) legal obligation to make changes, including the obligation to adapt the Regulations to the current legal status.
2. Subscribers will be informed about changes to the Regulations by publishing its amended version in the Application. At the same time, the amended version of the Regulations will be sent to Subscribers by e-mail.
3. A subscriber who does not agree to the changes to the Regulations may terminate the Newsletter Delivery Agreement . with immediate effect within 7 (seven) days from the date of receipt of the amended version of the Regulations via e-mail. Lack of notice shall be deemed to constitute consent to the amendment of the Regulations.
4. Newsletter Delivery Agreement takes place by the Subscriber submitting to the Supplier a declaration of termination of the Newsletter Delivery Agreement . The declaration referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Regulations.
5. Immediately after receiving the declaration referred to in section 4 above, the Supplier suspends the delivery of the Newsletter .

## **§ 10.**

### **Final Provisions**

1. Newsletter Delivery Agreement is Polish law. However, the choice of Polish law made in the preceding sentence does not deprive the Consumer of protection resulting from the provisions of foreign law which cannot be excluded by contract and which would apply in the absence of the choice of Polish law made in the preceding sentence.
2. The current version of the Regulations is valid from December 27, 2023.