

Terms of Service

§ 1. General Provisions

1. These terms of service (the „**Terms of Service**”) set out conditions of use of the website located at www.discoverbrok.pl and www.discoverbrok.com (the „**Service**”). By visiting the pages and sub-pages of the Service, you acknowledge and agree to the provisions set out in these Terms of Service. If you do not agree to the conditions contained herein, do not use the Service.
2. The Service is operated by Van Pur S.A., with its registered office in Warsaw (02-677), ul. Cybernetyki 7, entered in the Commercial Register of the National Court Register under the numbers KRS 0000231094, NIP: 813-33-92-434, with a share capital of 48.578.000,00 (the „**Operator**”).
3. The Service is run by PoV Sp. z o.o., with its registered office in Warsaw, ul. Filona 16, entered in the Commercial Register of the National Court Register kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under the numbers KRS 0000220351, tax identification number NIP 563-21-97-382, REGON 110725979, with a share capital of 50.000,00 PLN, fully paid up, acting by order of the Operator (the “**Agency**”).
4. The Service user may be a natural person of legal drinking age (the “**User**”).
5. The Operator renders services by electronic means, pursuant to these Terms of Service and Act of 18 July, 2002, on Providing Services by Electronic Means as well as other legal provisions in force in the Republic of Poland.
6. Intellectual property rights to any materials contained in the Service are exclusive to the Operator. Any copying, printing, or public reproduction of the materials provided is prohibited unless stated otherwise in separate agreements or mandatory provisions of law.
7. No information provided in the Service constitutes an offer within the meaning of the Civil Code.

§ 2. Type and Scope of the Services Rendered

1. Within the scope of the services rendered, the Operator enables the User to:
 - 1.1. browse and familiarise with the information contained in the Service;
 - 1.2. acquire information regarding marketing actions, contests, promotions, etc., run by the Operator.
2. The services rendered in the Service are free of charge.

§ 3. Technical Terms of Rendering Services

1. Meeting the following technical requirements ensuring compatibility with the IT system of the Operator is a prerequisite for using the Service:
 - 1.1. An Internet connection;
 - 1.2. One of the following browsers: Internet Explorer (11.0 or higher), Google Chrome, Mozilla Firefox, Safari;
 - 1.3. A browser should accept the “cookies” technology;
 - 1.4. In some cases, installation of the Acrobat Reader application may be necessary.

2. The Service is optimised for any resolution from 480px to 1920px. A responsive web design technology has been applied (the page layout is automatically adjusted to the selected resolution).
3. The User may use the services anonymously, unless the service characteristics require personal data to be provided.

§ 4. General Provisions of Use

1. The User is obliged to use the Service solely for their own personal use and in accordance with these Terms of Service, applicable legal provisions, good morals and general rules of using the Internet as well as purposes for which the Service has been created, in particular in a manner that does not infringe the rights of third parties and the rights of the Operator.
2. The User is obliged, in particular:
 - 2.1. to use the Service in a manner that does not interfere with its operation, for example by use of specific software or hardware;
 - 2.2. to use the Service in a manner that does not constitute a nuisance for other Users or for the Operator, respecting their personal rights (including the right to privacy) and any other rights;
 - 2.3. not to impersonate other persons;
 - 2.4. to refrain from any activities infringing on the good name or legitimate interests of the Operator or entities cooperating with the Operator.
3. Utilising the content of the Service for the purpose of any profit-making or non-profit-making activities without the Operator's consent is prohibited.
4. In the event of the services being used in a manner that breaches the Terms of Service or applicable legal regulations, the Operator shall have the right to process the User's personal data to the extent necessary to establish their liability.

§ 5. Disclaimer

1. The Operator and the Agency perform continuous technical supervision over the Service, ensuring its proper functioning. However, the Operator and the Agency do not guarantee uninterrupted availability of the Service pages or their correct functioning.
2. The Operator and the Agency shall not be liable for:
 - 2.1. any damages caused as a result of the User infringing upon – in relation to the use of the Service - the rights of third parties;
 - 2.2. any damages caused as a result of interruptions in the Service operation or its inaccessibility, caused by reasons beyond control of the Operator or the Agency or which occurred as a result of events which the Operator or the Agency was unable to prevent;
 - 2.3. any consequences of the User utilising the information obtained from the Service, in particular for the consequences of decisions taken by the User based on this information;
 - 2.4. any other damages caused by failure of the User to observe the provisions of these Terms of Service.
3. The Operator hereby informs that websites, links to which are contained in the Service, have not been created by him, unless the websites state otherwise. Consequently, the Operator shall not be liable for any information, opinions or materials contained therein or any other websites associated with them.
4. The Operator reserves the right to perform maintenance works, which may hinder the use of the Service or cause its temporary inaccessibility.
5. The Operator shall not be liable for the possible inability of the User to access the Service resulting from e.g. technical limitations of the User's hardware.

6. Specifications, elements, illustrations, hardware, descriptions and any other information contained in the Service are based on up-to-date data; however, the Operator, despite all reasonable efforts to ensure the correctness of the Service content, does not guarantee it being up-to-date at all times.

§ 6. Personal Data Processing

1. When using some of the services available in the Service, the User may provide their personal data – provision of personal data is voluntary, but necessary to render the services indicated.
2. The Operator processes the Users' information, including information that constitutes personal data, in accordance with applicable provisions of law, in particular in accordance with the Data Protection Act of 29 August, 1997 (Dz.U. [Polish Journal of Laws] of 2002, No 101, Item 926, as amended) and the Act of 18 July, 2002 on Providing Services by Electronic Means (Dz.U. [Polish Journal of Laws] of 2002, No 144, Item 1204, as amended), applying security measures required by the provisions of law.
3. The personal data controller of the Users' data is Van Pur S.A., with its registered office in Warsaw (02-677), ul. Cybernetyki 7.
4. The personal data controller shall entrust the Agency with the processing of the Users' personal data under an agreement of entrusting personal data processing.
5. For the aforementioned purposes, in particular the following personal data of the Users shall be processed: name, surname, e-mail address.
6. The Operator reserves the right to disclose selected information concerning the User to the authorities or to third parties who submit a request for such information to be provided, on the basis of the applicable legal grounds. Except as indicated in the preceding sentence, information concerning the User shall not be disclosed to any third party without the User's consent.
7. The User's data shall be stored for a period no longer than it is necessary for the operation of the Service and shall subsequently be deleted from the system.
8. Each User has the right to access their personal data, the right to correct and supplement the data, and the right to request the cessation of data processing and its removal by submitting a request in writing to the Operator. In the event of deletion of the data enabling the use of separate resources of the Service and the services offered within it, the User shall no longer be able to use them.

§ 7. Cookie Policy

1. This Cookie Policy ("Cookie Policy") refers to cookies (small computer files being IT data, saved and stored on the User's computer, tablet, smartphone when the User visits various websites on the Internet), utilised in the Service as well as in mobile applications being property of the Operator, including: www.discoverbrok.pl and www.discoverbrok.com.
2. By using the Service, the User agrees to cookies being used in accordance with this Cookie Policy. If the User does not agree to the Operator using cookies, the User ought to change their browser settings accordingly or cease to use the Service.
3. The Service uses the following Cookies:
 - 3.1. Functional cookies: used in order to increase user-friendliness of the Service. For example, files used for the purpose of remembering the data left on the age control page.
 - 3.2. Advertising cookies: allowing to provide Users of the Service with advertising content tailored to their interests.
 - 3.3. Analytics cookies: used to analyse how users use the Service, thanks to which the Operator may modify the usability of the Service. More information on Google Analytics is

available at www.google.com/analytics.

- 3.4. Third party cookies: by using the Service, the User may receive cookies from certain third parties, such as Facebook or YouTube. This allows users to, among other things, share the Service content via social media. More information on these cookies is available on individual third party websites.
4. Most web browsers are initially set to automatically accept cookies. The User may, however, change the browser settings so that cookies are blocked, in whole or in part, e.g. only from third parties or to receive a notification each time cookies are sent to the User's device. Comprehensive information is available in software settings (browser settings).
5. Restricting or disabling cookies may affect some functionalities of the Service.

§ 8. Handling Complaints

1. The User shall have the right to submit complaints concerning the services rendered.
2. Complaints shall be submitted in writing by post or via e-mail. The complaint shall include at least the name and surname, e-mail address or postal address of the person submitting the complaint, as well as a description and reason for the complaint.
Complaints shall be submitted to:
 - 1.1 for complaints submitted in writing by post: to the address of the Agency or the Operator.
 - 1.2 for complaints submitted by e-mail: info@discoverbrok.com with subject www.discoverbrok.pl website - complaint.
3. The Operator shall investigate complaints immediately, in order of their receipt.
4. The person submitting a complaint shall be informed about its resolution at the indicated postal address or e-mail.

§ 9. Final Provisions

1. The effective date of these Terms of Service is the date of their publishing in the Service.
2. The User may cease to use the Service at any time, in particular when the User does not accept amendments made to the Terms of Service or amendments made to certain functions of the Service.
3. The Operator reserves the right to amend these Terms of Service at any time. Amendments to the Terms of Service shall be effective as of the date of their publishing in the Service.
4. In matters not regulated by these Terms of Service, applicable provisions of law of the Republic of Poland apply.