

Terms and Conditions of Service related to the “GetFibre” application
provided electronically by Fiberhost S.A.

I. Terms of use of commercial services related to the “GetFibre” application

1. Pursuant to Article 8(1)(1) of the Act of 18 July 2002 on Providing Services by Electronic Means (consolidated text Journal of Laws 2020, item 344 as amended), the company Fiberhost S.A. with its registered office in Poznań, at the following address: ul. Klaudyny Potockiej 25, 60-211 Poznań, mailing address: Wysogotowo, ul. Wierzbowa 84, 62-081 Przeźmierowo, entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0000056936, whose registration files are maintained by the District Court Poznań – Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register, Tax Identification Number (NIP) 7791002618, Business Registry Number (REGON) 630239680, Waste Database Number (BDO): 000010971, share capital PLN 679,600 fully paid-up (“Fiberhost”), sets out in these Terms and Conditions (“Terms & Conditions”) the rules of use of the service provided to users who order this service in the manner set out herein (each individually as “User”), which consists in sending personalised commercial offers to Users and presenting commercial information by Fiberhost (hereinafter collectively referred to as the “Commercial Offer”). The Commercial Offer shall not constitute an offer within the meaning of Article 66 §1 of the Polish Civil Code.

2. Prior to agreeing to the sending of Commercial Offers to the User, the User shall carefully read and accept the content of these Terms & Conditions.

3. A Commercial Offer shall be deemed to have been ordered if the User has agreed to receive it. Consent shall be given in the manner set forth in sec. 7 hereinbelow.

4. As part of the Commercial Offer service, Commercial Offers will be provided to the User regarding the provision of the connection by Fiberhost via telephone calls or electronic mail (e-mail) at the User's discretion. The Commercial Offer service is provided free of charge, for an indefinite period of time, until the User cancels the Commercial Offer service or until Fiberhost ceases to provide the Commercial Offer service, which may happen at any time.

5. A commercial Offer may include:

- a. information regarding the progress of work and the status of telecommunications investments at the address indicated by the User, consisting of the following data: city/town, street and building number,
- b. information regarding the costs of making the connection for the address indicated by the User.

6. Depending on the scope of the consent granted by the User, as referred to in sec. 7, using the Commercial Offer service depends on the User having a telephone with access to the telecommunications network and an active number, a computer or other multimedia device with access to the Internet, any Internet browser and an active electronic mail (e-mail) account.

7. Ordering the Commercial Offer service means concluding an agreement between the User and Fiberhost for electronic provision of services consisting in sending and presenting a Commercial Offer (“Agreement”) and is made by the User by performing the following registration operations on the website www.getfibre.pl:

- a. entering a valid electronic mail address (e-mail address) of the User and additionally – at the User’s discretion – a valid phone number in the form posted on the website www.getfibre.pl,
- b. reading and accepting these Terms & Conditions,
- c. giving consent to the presentation of Commercial Offers to the User by telephone or to the sending of Commercial Offers to the telephone number or e-mail address indicated by the User,
- d. pressing (clicking) the “Confirm data” button,
- e. logging in to the electronic mail (e-mail) account using the electronic mail address (e-mail) given in the form and confirming the correctness of the data given and the fact of registration by pressing (clicking) on the link confirming registration included in the e-mail message sent to the User.

8. By pressing (clicking) on the registration confirmation link, the User's electronic mail address (e-mail) and the phone number provided (if any) will be used from that moment on for the provision of the Commercial Offer service. If the User does not agree to the presentation of the Commercial Offer via electronic mail (e-mail), the address provided by the User in accordance with sec. 7(a) will be used only for the User's management of the personal data provided by the User in the complaint procedures provided for in sec. 10 of the Terms & Conditions, informing Fiberhost about changes to the terms and conditions of service provision, possible termination of the Agreement, pursuing the legally justified interests of Fiberhost, in particular to establish and assert claims or defend against them, ensuring network and information security and for statistical purposes.

9. The User may cancel the Commercial Offer service and terminate the Agreement at any time, without giving reasons and without incurring costs, by clicking on the link located in the footer of the registration email, as well as in any other email sent to the User as part of the service, by pressing the "here" button. Discontinuation of the Commercial Offer service takes place immediately after pressing the "here" button.

10. Any complaints regarding the Commercial Offer service should be sent by mail to Fiberhost's mailing address (as specified in sec. 1 hereinabove) or to the e-mail address: infoliniafh@fiberhost.com and should include: full name, telephone number and e-mail address indicated during registration, as well as an accurate description of the circumstances giving rise to the complaint. Complaints submitted will be examined within 30 calendar days from the date of receipt of the complaint. The interested parties will be notified of the outcome of the complaint at the address provided during registration.

11. The use of the Commercial Offer Service may not be used by the User to deliver or transmit content of an unlawful nature.

12. The ordering or provision of the Commercial Offer service is not intended to enter into or terminate any agreement for the provision of electronic services other than the sending of the Commercial Offer.

13. These Terms & Conditions are available free of charge on the website www.getfibre.pl prior to the User's registration, as referred to in sec. 7 of the Terms & Conditions, and after the registration at the request of the User the Terms & Conditions shall be sent to the e-mail address given, in a form that allows obtaining, reproducing and recording the content hereof by means of the ICT system used by the User.

14. Fiberhost reserves the right to amend the Terms & Conditions, which shall be binding upon the User after the expiry of the time limit specified in the information about the amendment sent via e-mail to the address provided during registration, but no earlier than after 14 calendar days from the date of sending the information about the amendment, unless within this period the User declares that they no longer wish to receive the Commercial Offer service.

II. Processing of personal data in connection with the "GetFibre" Commercial Offer service

1. The personal data of Users who are natural persons within the meaning of the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR") shall be controlled by Fiberhost S.A. with its registered office in Poznań, ul. Kludyny Potockiej 25, 60-211 Poznań, entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0000056936, whose registration files are maintained by the District Court Poznań – Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register, Tax Identification Number (NIP) 7791002618, Business Registry Number (REGON) 630239680, Waste Database Number (BDO): 000010971, share capital PLN 679,600 fully paid-up (hereinafter referred to as "Controller").

2. You can contact us in writing at Fiberhost S.A., Wysogotowo, ul. Wierzbowa 84, 62-081 Przeźmierowo or by e-mail at infoliniafh@fiberhost.com.

3. The Controller has appointed a Data Protection Officer whom you can contact in matters related to data protection in writing at the address of the Controller's registered office or at the e-mail address: iod@fiberhost.com.pl.

4. We process your personal data in order to:

a. perform the Agreement for the provision of electronic services and to take action at the request of the data subject before concluding the Agreement (based on Article 6(1)(b) of the GDPR),

b. enable the Controller to contact you and present a marketing offer based on your consent (under Article 6(1)(a) of the GDPR).

c. pursue our legitimate interests, in particular possibly to determine and assert claims or to defend against them, safeguard the network and information security and for statistical purposes (under Article 6(1)(f) of the GDPR).

d. fulfil our legal obligations, in particular by sending the Terms and Conditions at your request and by responding to your complaints, to fulfil our information obligation with regards to our customers and to prove that we have obtained your personal data in accordance with the law (under Article 6(1)(c) of the GDPR).

5. If required by law, your personal information may be disclosed to entities entitled to receive it under the law, including courts and prosecutors' offices. We care about protecting your privacy and we shall never sell your personal information.

6. We may share your personal data with:

a. Sub-contractors which act as intermediaries in offering our services;

b. Entities providing service or providing us with information and communication systems;

c. Entities providing consulting services to us, including legal services;

d. Postal operators;

7. We do not transfer your personal data to countries outside the European Economic Area or international organisations.

8. We do not make automated decisions about you and we do not perform profiling.

9. Your personal data will be processed until the termination of the Agreement. After termination of the Agreement, your personal data will be processed no longer than until the statute of limitations for claims. At the end of the processing period, the data is irreversibly deleted or rendered anonymous.

10. You have the right to:

a. withdraw your consent, without affecting the legality of prior processing

b. object to the processing of personal data in order to pursue our legitimate interests,

c. access your personal data,

d. correct your personal data,

e. delete your personal data,

f. restrict the processing of your personal data,

g. transfer your personal data.

Each time we ask you to provide data that identifies you, so that we do not share your information with unauthorised persons.

11. We make every effort to ensure that your personal data is processed in a manner consistent with the law. However, if you believe that we have committed a breach, you have the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection.

12. Providing your personal data in the form is voluntary, but is a condition for using the service.