



**REGULATIONS GOVERNING THE PROVISION OF SERVICES BY ELECTRONIC MEANS
OF COMMUNICATION CONSISTING IN SENDING INFORMATION IN THE FORM OF „NEWSLETTER”
BY GAZ-SYSTEM S.A. TO THE SERVICE RECIPIENT**

Newsletter - electronical message of a commercial nature including information concerning the Company and sent on the e-mail address of the Service recipient.

Third party - entity that on the basis of the separate agreement with the Service provider, make possible the realisation of the Agreement towards Service recipient by providing the platform for sending Newsletters under license.

Regulations - regulations governing the provision of services by electronic means of communication consisting in sending information on activities of the Company in the form of „Newsletter” to the Service receiver.

RODO - the 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).

Company - GAZ-STYSTEM S.A.

Agreement - agreement concerning provision of services by electronic means of communication consisting in sending information in the form of „Newsletter” .

Service provider - Gas Transmission Operator GAZ-SYSTEM S.A. with its registered office in Warsaw, ul. Mszczonowska 4, 02-337 (hereinafter: GAZ-SYSTEM S.A.), which via the mailing platform provides the Service towards the Service recipient.

Service - sending Newsletter by the Service provider on the e-mail address of the Service recipient.

Service recipient - the person owning the e-mail address who has accepted the Regulations and terminated the e-mail address registration according to the Regulations.

§ 1 GENERAL PROVISIONS

1. The present Regulations specify the conditions and rules of providing services by electronic means of communication consisting in sending information in the form of free Newsletter by the Service Provider to the Service recipient.
2. Regulations are the rule specified in the Art. 8 of Act of 18 July, 2002 on Providing Services by Electronic Means (Journal of Laws No. 2017.1219, as amended)
3. The Regulations are available on the Service provider website www.gaz-system.pl .

§ 2 TYPES AND SCOPE OF SERVICES

1. The Service provider is responsible for sending Newsletter on the e-mail address of the Service recipient registered in the mailing module of the Service provider on the rules resulting from the present Regulations.
2. Provision of services is possible only after introducing by the Service recipient the e-mail address on the registration form to the mailing module of the Service provider and after acceptance of the present Regulations.
3. Using the service is voluntary and free..

§ 3 PERIOD OF VALIDITY AND TERMINATION OF THE AGREEMENT

1. The Agreement is concluded with the moment of register procedure termination by Service recipient according to the § 4, for the indefinite period.
2. The Agreement terminates with the moment of unregister the Service recipient i.e. making registration from the services described in the § 2 of the present Regulations.

§ 4 SERVICE PROVIDER REGISTRATION

1. In order to receive the service it's necessary to own the unique e-mail address and registration of the e-mail address of this Service recipient in the mailing module of the Service provider via the website of the Service provider.
2. Service recipient registration includes the following steps:
 - 2.1. Service recipient introduces the unique e-mail address by the registration form located on the Service provider website.
 - 2.2. Service recipient confirms acquaintance and acceptance of the Regulations. Usługobiorca potwierdza zapoznanie się i akceptację Regulaminu. Otherwise the registration procedure will be suspended.
 - 2.3. After introducing e-mail address and confirming the acceptance of the Regulations, the Service recipient gets automatically on the mentioned e-mail address the message confirming the commencement of the registration procedure and the link to the subpage with the confirmation of registration.
 - 2.4. Service recipient confirms its registration by entering on the subpage mentioned in the above point and terminates the process of registration.
3. Service recipient may unregister in every time by visiting the website or clicking the following link „If you don't wish to receive no more information from us, please click this link” that is shared in every electronic message sent by the Service provider.
4. Unregistering mentioned in the point above is equivalent with termination of the Agreement.
5. In case when the e-mail address has been changed, the Service recipient is obliged to actualize the e-mail address by unregistering according to the point above and registering again according to the point 2.

§ 5 SERVICE PROVIDER DUTIES

1. With regard to providing Services described in the present Regulations, the Service provider is obliged to:
 - 1.1. respect the present Regulations,
 - 1.2. provide services with accurate precision.
2. In case of unplanned lack of access to the Service or the mailing module accident making impossible sending Newsletters, the Service provider will take actions in order to restore the functionalities of Newsletter.
3. However the Service provider is not responsible for the lack of access to the Service or any detriment of Service recipient due to the no access to the Newsletter.
4. The Service provider reserves the right to block the e-mail address of Service recipient who violated the rules of present Regulations or the law.
5. The Service provider doesn't guarantee the continued providing of Service and especially isn't responsible for the breaks in providing services for technical reasons.

§ 6 SERVICE RECEIVER DUTIES

1. With regard to using Services described in the present Regulations, the Service recipient is obliged to:
 - 1.1. respect the present Regulations,
 - 1.2. respect the law, good manners and general rules of using the Internet,
 - 1.3. specify and update data properly, especially e-mail address.
 - 1.4. promptly inform the Service Provider about any security breaches and problems related to the functioning or use of the Service,
 - 1.5. not to carry out any activities threatening the security of the mailing module or computer systems of third parties,
 - 1.6. not to use the mailing module directly or indirectly to conduct any actions contrary to the law, decency rules of Internet use, or violating the rights of third parties,
 - 1.7. acquainting with all amendments to the Regulations.
2. In addition, in connection with the use of the Service, the Service recipient:
 - 2.1. declares that the data provided by him during registration are up-to-date and truthful, and if they are changed, they are subject to immediate updating,
 - 2.2. declares that he agrees that the Service Provider will present all information materials from the Service Provider as part of the Newsletter.

§ 7 TECHNICAL REQUIREMENTS AND SPECIAL RISKS

1. The condition for using the Services is to have a device enabling individual remote communication using data transmission that meets the following minimum technical requirements:
 - 1.1. access to the Internet,
 - 1.2. correctly configured web browser accepting cookie files,
 - 1.3. possession of an email address.
2. Use of the Services entails the following specific risk:
 - 2.1. the possibility of finding weaknesses in the cryptographic system and breaking the security of the mailing module and unauthorised access to the mailing module,

- 2.2. the possibility of unauthorised spyware or other malicious software,
- 2.3. the possibility of phishing passwords, i.e. sending false online messages resembling authentic ones in order to obtain personal data and information.
3. Technical conditions described in point 1 above are necessary to use the Service and in the event of non accomplishment of them, the newsletter may not work properly.

§ 8 COMPLAINTS

1. Complaints related to the provision of the Service should be submitted electronically to the address of the Corporate Communication Office of the Service provider: kontakt@gaz-system.pl
2. Complaint should include the following data of the Service recipient: e-mail address used to the registration and description of the problem that occurred by using the Service.
3. Complaints are reviewed in the order of receipt to the Service provider.
4. The Service provider shall review the complaint within 14 (fourteen) Business Days of the receipt thereof. Immediately after considering the complaint, the Service Provider will provide the Service recipient with a response regarding the complaint. The response to the complaint shall be sent in the same form as the complaint has been made to the email address or postal address.
5. If information given in the complaint require complement, the Service provider before reviewing it, will ask the Service recipient to complete it in definite term. In this case the date mentioned above in point 4 is calculated from receiving by the Service provider the required information.

§ 9 PERSONAL DATA

1. Personal Data Controller of the Service recipient is the Service provider.
2. Service recipient may exercise his rights in scope of personal data (or get more information) by contacting GAZ-SYSTEM S.A. at the address: rodo@gaz-system.pl.
3. The legal basis of the processing of your personal data constitutes art. 6 par. 1 letter b of GDPR – which means that personal data processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.
4. Personal data is processing in order to contract realisation and taking actions before entering into a contract, especially to recipient identification for the purposes of providing services such as sending information by GAZ-SYSTEM S.A. about the activities of the Company in the form of the Newsletter on your e-mail address.
5. The personal data recipients are:
 - a) GAZ-SYSTEM S.A. employees or persons acting to the order of the Company, in its interest or from its power regardless of the legal basis of the connection of this person with the Company that due to the performed duties has appropriate permissions to the system (executed duties justify the necessity of access to the system services and protected information),
 - b) IT services providers for GAZ-SYSTEM S.A. as Processors on the basis of the separate Agreements of entrust (for technical reasons connected with providing IT services) in order to enable GAZ-SYSTEM S.A. to send the Newsletter by IT system.
6. The Service recipient has right to:

- a) access by your personal data, that is the right to obtain information which data, how and for what purpose are processed,
 - b) rectification your personal data, that is claim to complete the personal data incompleted or incorrect,
 - c) deletion of personal data, i.e. request to delete all or part of personal data - if the request is justified, the data will be delated immediately,
 - d) restriction of processing that is request to processing of data only for storage – unblocking processing may take place after the reasons justifying the limitation of processing have been terminated,
 - e) data portability,
 - f) lodge a complaint with the President of Personal Data Protection Office against GAZ-SYSTEM S.A., if you consider that your personal data processing violate the regulations.
7. The personal data of the Service recipients are stored in the database of the Service provider that is shared with a Third Party in accordance with point 9.4 for the period of providing the Service by the Service provider, subject to art. 19 para. 2 of the Act on Electronic Services of July 18, 2002.
 8. The Service provider processes personal data in accordance with the provisions of the GDPR and national laws issued on the basis of the GDPR and the Act of 18 July 2002 on the provision of electronic services.
 9. The Service provider is not responsible for the consequences of providing false or incorrect data by the Service recipient, if despite the Service provider's due diligence, it will not be possible to contact the Service recipient.
 10. The Service recipients are not profiled based on personal data. Automated decisions within the meaning of the RODO are also not taken.
 11. Data is not transferred to countries that do not protect them appropriately.
 12. Providing personal data in the form of an e-mail address by the Service recipient is a condition for the conclusion of a contract for the provision of services by electronic means. Providing personal data is voluntary, but the consequence of not providing personal data will be the lack of access to services provided electronically, i.e. receiving from GAZ-SYSTEM S.A. "Newsletters."

§ 10 FINAL PROVISIONS

1. The Service provider is entitled to amend the provisions of the Regulations at any time and according to his own decision. In particular, the Service Provider may change the provisions of these Regulations in the event of:
 - 1.1. the necessity to adapt the Regulations to mandatory provisions or to changes in legal provisions affecting the content of the Regulations,
 - 1.2. the necessity to adapt the Regulations to a recommendation, interpretation, ruling, decision or decision of a public authority or a court decision having an impact on the content of the Regulations.
 - 1.3. changes in the technical conditions of providing the Services,
 - 1.4. changes in the scope of the Service Provider's activities.
2. Within the limits set by the mandatory provisions of law, the invalidity of any provision of the Regulations shall not affect the validity of the remaining provisions of the Regulations.



3. The law applicable to the provisions of these Regulations is Polish law. In matters not covered by the Regulations, the relevant provisions of Polish law shall apply, in particular the provisions of the Act of 23 April 1964, the Civil Code and the GDPR.