

REGULATIONS OF THE NEWSLETTER SERVICE

I. PRELIMINARY PROVISIONS

1. This document (hereinafter also: "Regulations") sets out detailed rules for the provision of the "Newsletter" service by Funky Flava, Jessica Ali with its registered office in Góra ul. Reymonta 8/2, 56-200 Góra (which is also the delivery address) NIP: 9291353356, e-mail address: info@jessica-ali.com, (hereinafter also: "Service Provider").
2. The Newsletter service can be used by a natural person, a legal person acting through an authorized person, or an organizational unit without legal personality, which is granted legal capacity by law and has full legal capacity (hereinafter also referred to as the "Service Recipient"). If the Service Recipient is a natural person with limited legal capacity, if necessary, he/she undertakes to obtain legally effective consent of his/her legal representative to conclude an agreement for the provision of the Newsletter service (hereinafter also: "Agreement") and to provide such consent at each request of the Service Provider, however, as a rule, the Agreement has the nature of an agreement commonly concluded in minor, current matters of everyday life. The Service Provider does not charge Service Users any fees for providing the Newsletter service.
3. The use of the Newsletter service (including the conclusion of the Agreement) requires that the end device and the IT system used by the Service Recipient meet the following minimum technical requirements: (1) a computer, laptop or other multimedia device with Internet access, and in the case of Newsletter service recipients to the provided mobile number – mobile phone; (2) access to e-mail; (3) Internet browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0 and higher, Safari version 5.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser; (6) a valid/active e-mail address, and in the case of Newsletter service recipients sent to the provided mobile number - a valid/active mobile phone number; (7) keyboard or other pointing device enabling correct completion of electronic forms.

II. RULES FOR USING THE NEWSLETTER SERVICE

1. The Newsletter service, provided at the request of the Service User after concluding the Agreement, includes:
 - a. receiving by Service Recipients who have provided their e-mail address to the Service Provider, electronically, including via automatic calling systems, commercial information regarding the products and services of the Service Provider and the Service Provider's partners (the current list of which is provided on the Website), including in particular information about their current offer, promotions, discounts and marketing campaigns,
 - b. receipt by Service Users who have provided the Service Provider with data including their name, surname, street, house number, apartment number, postal code, city, country, in particular who have placed an order or created an account at the Internet address: www.jessica-ali.com (hereinafter also: "Website"), by post, commercial information regarding the products and services of the Service Provider and the Service Provider's partners (the current list of which is provided on the Website), including in particular vouchers or dedicated promotional offers,

c. receiving by Service Recipients who have provided their telephone number to the Service Provider, including via automatic calling systems, commercial information regarding the products and services of the Service Provider and the Service Provider's partners (the current list of which is provided on the Website), including in particular information about their current offers, promotions, discounts and marketing campaigns.

2. Using the Newsletter service is possible after the Service Recipient completes the following steps:

a. providing at least your e-mail address or telephone number, including in the appropriate field on the Website or checking the appropriate checkbox in order to receive commercial information through the appropriate channel;

3. The Newsletter service is provided for an indefinite period of time.

4. The service recipient is obliged in particular to:

a. provide the Service Provider with only true, current and all necessary data of the Service Recipient;

b. immediately update the data provided to the Service Provider in connection with the conclusion of the Agreement;

c. use the services offered by the Service Provider in a manner consistent with the provisions of applicable law and not violating the rights of third parties, in accordance with the provisions of the Regulations, as well as with the customs and principles of social coexistence adopted in this regard, in particular not to provide illegal content.

III. PERSONAL DATA PROTECTION

1. The Service Recipient's personal data are processed by the Service Provider as the personal data administrator in order to provide the Newsletter service.

2. In order to ensure the presentation of advertisements, offers or promotions (discounts) intended for all Service Users, in a manner tailored to the interests of a given Service User, the Service Provider may become acquainted with his preferences, e.g. by analyzing how often he visits the Website and whether and what buys or reserves products in stationery stores belonging to the Service Provider.

3. Providing personal data by the Service Recipient is voluntary, but necessary in order to use the Newsletter service, subject to section 4 below.

4. The Service Provider enables Service Recipients to use the Newsletter service anonymously in a situation where the e-mail address provided by the Service Recipient does not allow the identification of the Service Recipient and the Service Recipient has not provided the Service Provider with other personal data.

5. The service recipient has the right to access his or her personal data, including requesting a copy thereof, requesting rectification, limiting the processing or deleting of his or her data and unsubscribing from the Newsletter service, transferring his or her personal data, e.g. to another administrator, lodging a complaint to the President of the Office for Personal Data Protection Personal Data.

6. Additional information regarding the protection of personal data is included in the "Privacy Policy" tab available on the Website.

IV. INTELLECTUAL PROPERTY OF THE SERVICE PROVIDER

Exclusive rights to all elements, including works within the meaning of the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws No. 24, item 83, as amended), made available by the Service Provider or the Service Provider's partners, in particular copyrights, are vested in the Service Provider or entities with which the Service Provider has concluded appropriate agreements. The service recipient is entitled to use the above-mentioned content free of charge solely for your own personal use and solely for the proper use of the Newsletter service, worldwide. Using the above-mentioned content in a different scope is permitted only on the basis of express, prior consent granted by the authorized entity, in writing, under pain of nullity.

V. COMPLAINT PROCEDURE

1. The service recipient may submit reservations related to the Newsletter service in the form of a complaint.
2. The Service Provider responds to the complaint immediately, no later than 30 days from the date of its submission.
3. Complaints related to the provision of the Newsletter service may be submitted, for example, in email: info@jessica-ali.com or in writing to the following address: ul. Reymonta 8/2, 56-200 Góra.
4. In order to speed up the processing of the complaint, please provide the name and surname, contact details of the person filing the complaint, as well as a description of the reasons justifying the complaint.
5. Neither the Service Provider nor its employees, authorized representatives and proxies are liable to the Service Recipient who is not a consumer, his subcontractors, employees, authorized representatives and/or proxies for any damage, including loss of profits, unless the damage was caused intentionally by them. In each case of determining the liability of the Service Provider, its employees, authorized representatives and/or proxies, this liability towards the Service Recipient who is not a consumer, regardless of its legal basis, is limited - both as part of a single claim and for all claims in total. - up to the amount of one thousand zlotys.

VI. TERMINATION OF THE AGREEMENT AND CHANGE OF THE REGULATIONS

1. The Service Recipient has the option, at any time and without giving a reason, to unsubscribe from the Newsletter service (resign from the service) by contacting the Customer Service Office at the e-mail address info@jessica-ali.com.
2. The Service Provider may terminate the Agreement at any time with one month's notice for important reasons, understood as (closed catalogue):

- a. change in the legal provisions regulating the provision of electronic services by the Service Provider affecting the mutual rights and obligations specified in the Agreement or change in the interpretation of the above legal provisions as a result of court judgments, decisions, recommendations or recommendations of offices or bodies competent in a given field;
- b. change in the method of providing services caused solely by technical or technological reasons (in particular, updating the technical requirements specified in these Regulations);
- c. changing the scope or provision of services to which the provisions of the Regulations apply, by introducing new, modifying or withdrawing existing functionalities or services covered by the Regulations by the Service Provider.

3. The Service Provider's declaration to the extent specified in section 2 above is sent to the e-mail address or telephone number provided by the Service User when registering for the Newsletter service.

4. The Service Provider may terminate the Service User's Agreement with a seven-day notice period or deny him/her further right to use the Newsletter service, and may also limit his/her access to part or all of the content referred to in point IV above, for important reasons, i.e. in the event of gross violation of these Regulations by the Service Recipient, i.e. in situations where the Service Recipient (closed catalog) violates the provisions of point II. paragraph 4 letter c of the Regulations.

5. The Regulations constitute a standard contract within the meaning of Art. 384 § 1 of the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).

6. The Service Provider may change these Regulations in the event of at least one of the following important reasons (closed catalogue):

- a. change in the legal provisions regulating the provision of electronic services by the Service Provider affecting the mutual rights and obligations specified in the Agreement or change in the interpretation of the above legal provisions as a result of court judgments, decisions, recommendations or recommendations of offices or bodies competent in a given field;
- b. change in the method of providing services caused solely by technical or technological reasons (in particular, updating the technical requirements specified in these Regulations);
- c. changing the scope or provision of services to which the provisions of the Regulations apply, by introducing new, modifying or withdrawing existing functionalities or services covered by the Regulations by the Service Provider.

7. In the event of significant changes to the Regulations, the Service Provider will make the consolidated text of the Regulations available by publication on the Website and by means of a message sent to the e-mail address provided by the Service User when registering for the Newsletter service.

8. The change to the Regulations comes into force after 14 days from the date of sending information about the change. The Service Recipient has the right to terminate the Agreement within 14 days from the date of notification of the change to the Regulations.

VII. FINAL PROVISIONS

1. These Regulations are also available at Regulations - Newsletter (www.jessica-ali.com) and are valid from February 5, 2024.
2. The contract is concluded in Polish.
3. The essential provisions of the concluded Agreement are recorded, secured and made available by sending an e-mail to the e-mail address provided by the Service User when registering for the Newsletter service.
4. The law applicable to the Agreement is the law of the Republic of Poland, and the courts are common courts in the Republic of Poland, unless otherwise provided for in mandatory provisions of law.