

GENERAL CONDITIONS OF USE OF THE WEBSITE (REGULATIONS)

I. PREAMBLE

1. This document sets out the conditions of access and use of the website, hereinafter referred to as: "**General Conditions**".
2. Each User, upon taking steps to use the website, is obliged to read, comply with and accept the General Terms and Conditions without any limitations or reservations.
3. If you do not agree to all the General Terms and Conditions, please stop using the website and leave it immediately.
4. All trade names, company names and their logos used on the website belong to their owners and are used only for identification purposes. They may be trademarked.
5. Unauthorized use of the website content, works or information, as well as their unauthorized reproduction, retransmission or other use of any element of the website is prohibited, as such action may violate, among others: copyrights or protected trademarks.
6. Questions or comments regarding the website can be sent to the following e-mail address: piotr@almosttheaven.pl.

II. DEFINITIONS

1. **CONTACT FORM** - a questionnaire available on the website, which allows you to immediately send a message to the Website Owner;
2. **APPLICABLE LAW** - Polish law shall apply for the purposes of implementing the General Terms and Conditions;
3. **WEBSITE** - a tool called almosttheaven.pl, used to provide electronic services;
4. **USER** - a natural person, a legal person or an organizational unit without legal personality, which is granted legal capacity by law, using electronic services available on the website;
5. **CONDITIONS** - a set of all provisions, including: these General Terms and Conditions, privacy policy, cookies, terms and conditions of the online store and any other terms and conditions available on the website that apply to specific functions, features or promotions, as well as customer service;
6. **OWNER** - The entity providing this website, namely: Entrepreneur Mr.: Piotr Witkowski, running a business under the name: almost heaven Piotr Antoni

Witkowski, based at: 74-201 Warnice 112, NIP number: 8531521842, e-mail : piotr@almostheaven.pl;

7. **SEARCH ENGINE** - a free Electronic Service made available to Service Users by the Service Provider, enabling the search for specific advertisements or content based on the criteria provided by the Service User (using filters).

III. SCOPE OF CONDITIONS

1. The Owner provides access to the content of the website in accordance with the following General Terms and Conditions.
2. The content and data published on the website are information for interested persons and may be used only for information purposes.
3. Users may use the access and services offered on the website provided they have previously agreed to the General Terms and Conditions.

IV. RULES FOR USING THE WEBSITE

1. The website is supported by all types of web browsers. No special properties of the User's end device are required.
2. After accepting the Terms, the User has the right to view, copy, print and distribute, without changing the content, the content of this website, provided that:
 - a) this content will be used only for information and non-commercial purposes;
 - b) each copy made will contain information on copyright or data regarding the author of the content.
3. It is prohibited to use or copy software, processes and technologies that constitute part of the website.
4. Users may use the website only in compliance with the provisions of the Telecommunications Law, the Act on the Provision of Electronic Services and the relevant provisions of civil law.
5. It is prohibited to use the website:
 - a) in a way that leads to a violation of applicable law;
 - b) in any unlawful or unfair way, or in any way intended to achieve any unlawful or unfair purpose;
 - c) for purposes of harming or attempting to harm children in any way;

d) to send, knowingly receive, upload or use content that is inconsistent with the General Terms and Conditions;

e) to transmit or procure the sending of any unsolicited or unauthorized advertising or promotional materials, as well as any similar forms falling into the collective category of SPAM;

f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, spyware, adware or any other harmful program or similar computer code programmed to adversely affect or threaten the functioning of any software or computer equipment or adversely affect or endanger the User.

V COOKIES

1. The website uses cookies or similar technology (hereinafter collectively referred to as "**cookies** ") to collect information about the User's access to the website (e.g. via a computer or smartphone) and his preferences. They are used, among others, . for advertising and statistical purposes and to adapt the website to the User's individual needs.

2. Cookies are pieces of information that contain a unique reference code that the website sends to the User's device in order to store and sometimes track information about the device used. They usually do not allow the identification of the User. Their main task is to better adapt the website to the User.

3. Some cookies on the website are available only for the duration of a given internet session and expire when you close the browser. Other cookies are used to remember the User who is recognized there when he returns to the website. They are then retained for a longer period of time.

4. All cookies appearing on the website are set by the Owner.

5. All cookies used by this website are compliant with applicable European Union law.

6. Most Users and some mobile browsers automatically accept cookies. If these settings are left unchanged, cookies will be saved in the device's memory.

7. The User can change the preferences regarding the acceptance of cookies or change the browser to be able to receive appropriate notification each time the cookie function is set. To change cookie acceptance settings, please adjust the settings in your browser.

8. It is worth remembering that blocking or deleting cookies may prevent full use of the website.

9. Cookies will be used for necessary session management, including:

a) Creating a special login session for the Website User so that the website remembers that the User is logged in and their requests are delivered effectively, securely and consistently;

- b) Recognizing a User who has previously visited the website, which allows you to identify the number of unique users who have used the website and allows you to ensure that the website has sufficient capacity for the number of new users;
- c) Recognizing whether a website visitor is registered on the website;
- d) Recording information from the User's device, including: cookies, IP address and information about the browser used, in order to diagnose problems, administer and track Website Usage;
- e) Customizing elements of the graphic design or content of the website;
- f) Collecting statistical information about how the User uses the website in order to improve the website and determine which areas of the website are most popular for Users.

VI. FACEBOOK PLUGIN

1. The website contains a plug-in for the Facebook social networking site.
2. The Facebook plugin is marked with the Facebook logo.
3. This plugin will directly connect to the Owner's profile on the Facebook server. Facebook may then obtain information that the User has visited the website from his/her IP address.
4. If the User visits the website while logged in to his Facebook profile, Facebook will register information about the visit. Even if the User is not logged in to Facebook, Facebook is able to obtain information about the IP address.
5. Facebook does not provide the Owner with information about the collected data and how it is used. The purpose and scope of data collected by Facebook are not known to the Owner. To obtain additional information regarding privacy on Facebook, please contact Facebook directly or read the website's privacy policy at: <https://www.facebook.com/about/privacy/>.
6. If the User does not want Facebook to be able to obtain information about browsing the website, it is a good idea for the User to log out of their Facebook account first.

VII. PLUGIN FOR OTHER SOCIAL NETWORKS

1. The Owner may also use other social plug-ins (e.g. Twitter, Google+ or LinkedIn).
2. Plugins for social networking sites can be identified by the icons used to share information on a given platform.

3. Plugins enable users of these platforms to link to the website in their posts on these social media platforms.

4. The plug-ins will directly connect to the Owner's profile on the server of a given social networking site. This portal may then obtain information that the User visited the website from his/her IP address.

5. During the User's visit to the profile, the administrator of the social networking site uses cookies and other similar technologies to monitor the behavior and actions taken by the User. This information is collected, among others, for the purposes of creating the so-called website statistics. The statistics contain only anonymized statistical data about users visiting the profile and it is not possible to link them to a specific person. The owner does not have access to personal data used by social networking sites for the purposes of preparing, among others, website statistics.

6. Thanks to the website statistics generated by the social networking site, the Owner has information about how Users use the Owner's profiles and which of the published contents are the most popular. Thanks to this information, the Owner can optimize its profiles by better matching the published content to the interests and behaviors of Users. The entity responsible for processing Users' data for the purposes of generating website statistics is the administrator of each of the above-mentioned social networking sites. Therefore, the administrators are obliged to inform Users about all matters related to the processing of personal data for the purposes of creating website statistics and about the possibility of exercising the right to privacy protection in accordance with applicable law.

VIII. EXTERNAL LINKS

1. Links on this website to other websites are provided for information purposes only.

2. The website owner is not responsible for the content on other websites or for any damage resulting from their use.

IX. CONTACT FORM

1. The User may enter his/her contact details by completing a special form intended for contact with the Owner, including the content of the message and accepting their sending to the Owner.

2. Leaving contact details means that the User has consented to the processing of personal data provided in the Contact Form by the Owner. The Owner will be able to use the provided contact details to send offers or contact the User.

X. SEARCH ENGINE

The user can search for the information he or she is looking for on the website by

entering the phrase he or she is looking for in the search engine located on the website. The search engine option allows the User to filter information faster than reading the content of the entire website, looking for what the User came to the website for.

XI. RESPECT FOR INTELLECTUAL PROPERTY

1. The website and its content may be protected by copyright, trademark laws and other laws related to the protection of intellectual property.
2. The signs, logos and other personalized emblems of the Owner appearing on the website (collectively referred to as: "**Marks**") constitute the Owner's trademarks.
3. With the exception of separate, individual, written authorizations, the User may not use the Marks belonging to the Owner: separately or in combination with other verbal or graphic elements, especially in press releases, advertisements, promotional and marketing materials, in the media, in written or oral materials, in electronic form, in visual form or in any other form.

XII. USER DATA PROTECTION

The Owner fully respects the privacy of Users. Detailed information on how the User's personal data or other information is collected and processed, as well as situations in which the Owner may disclose it, can be found in the Privacy Policy tab.

XIII. LIMITATION OF LIABILITY

1. The website contains information of a general nature. It is not intended to act as an intermediary in the provision of any professional advisory services. Before taking any action that affects the User's financial situation or business activity, you should contact a professional advisor.
2. The website does not provide any guarantees regarding its content, in particular guarantees of security, error-free nature, lack of viruses or malicious codes, guarantees of correct operation or quality.
3. The website disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, non-infringement, fitness, security or accuracy of information.
4. The user uses the website at his own risk and assumes full liability for any damages related to or resulting from its use, whether direct, indirect, incidental, consequential, punitive or other damages arising from liability in contract, tort or negligence. , including, among others: for loss of data or services.

5. The website is not responsible for links posted on the website, especially if they lead to websites, resources or tools maintained by third parties.
6. The owner is not responsible if the website is temporarily or long-term unavailable for any reason.
7. The owner is not responsible for the information provided on the website, nor can he ensure the absolute security of transactions or communications conducted via the website.
8. Despite the Owner's best efforts to ensure the accuracy and up-to-dateness of the website, errors may appear unintentional by the Owner, which the User, upon detection, is asked to report to the Owner.
9. All the above-mentioned exclusions and limitations of liability apply to the fullest extent permitted by law, covering all types of existing liability, including: contractual, tort and any other liability provided for in Polish or foreign legal order.

XIV. VALIDITY OF PROVISIONS

1. If any of the provisions of the General Terms and Conditions were or were to become invalid or ineffective in any legal system, the remainder of the Terms and Conditions shall remain valid and unaffected. The parties will replace the invalid or ineffective provision with another one that most closely reflects the intended purpose. This also applies accordingly to any gaps in the General Terms and Conditions.
2. If any of the provisions of the General Terms and Conditions were or were to become invalid or ineffective in one or more legal systems, all provisions of the General Terms and Conditions shall remain valid in any other legal system.

15th RELATIONSHIP TO CONCLUDED AGREEMENTS

Unless otherwise agreed, the General Terms and Conditions constitute a complete and exhaustive agreement between the User and the Owner regarding the use of the website in terms of the content contained therein and supersede all other agreements, arrangements and agreements relating to the subject matter (content) of these General Terms and Conditions.

XVI. CHANGE OF CONDITIONS WEBSITE

1. The website owner reserves the right to modify these General Terms and Conditions at any time during their validity by posting an updated version on the website, which shall become binding for Users from the moment of their publication, unless otherwise indicated in the modified General Terms and Conditions.

2. The User is obliged to read the modifications to the General Terms and Conditions, of which the Owner will inform him by sending a message or message about changes to the General Terms and Conditions to be accepted.

3. Continued use of the website constitutes acceptance of the modified website Terms and Conditions.

XVII. DISPUTE RESOLUTION

1. The Parties agree to first resolve any disputes arising amicably before a competent arbitration court (arbitration agreement).

2. If it turns out to be impossible to settle the matter amicably, the dispute arising from these General Terms and Conditions will be resolved by the court in whose district the Owner's registered office is located.

XVIII. LEGAL BASIS

In matters not regulated in these General Terms and Conditions, the following laws shall apply accordingly:

a) the Act of July 16, 2004, Telecommunications Law (*i.e. Journal of Laws of 2022, item 1648, as amended*);

b) Act of 18 July 2002 on the provision of electronic services (*i.e. Journal of Laws of 2020, item 344, as amended*);

c) the Act of February 4, 1994 on copyright and related rights (*i.e. Journal of Laws of 2022, item 2509, as amended*);

d) the Act of April 23, 1964, Civil Code (*i.e. Journal of Laws of 2023, item 1610, as amended*);

and other relevant provisions of Polish law.