TERMS AND CONDITIONS OF USE FOR THE WEBSITE LEANIDEA.PL (hereinafter referred to as the "Terms")

These Terms establish the general conditions, principles, and manner of providing electronic services by Alicja Domachowska, conducting business under the name Lean Idea Alicja Domachowska, with its registered office at 11 Cyprysowa Street, Gdańsk, Poland (postal code: 80-175), tax identification number (NIP): 9570367535, National Business Registry Number (REGON): 220807471 (hereinafter referred to as the "Entrepreneur"), through the website www.leanidea.pl (hereinafter referred to as the "Website").

§ 1. Definitions

1. Whenever the following terms and definitions are used in these Terms, they should be understood as follows:

Terms - this document;

Entrepreneur - Alicja Domachowska conducting business under the name Lean Idea Alicja Domachowska, with its registered office at 11 Cyprysowa Street, Gdańsk, Poland (postal code: 80-175), tax identification number (NIP): 9570367535, National Business Registry Number (REGON): 220807471;

Website - the website available at www.leanidea.pl;

User - a person using the Website;

User Device - a telecommunications terminal device defined in Article 2 point 46 of the Telecommunications Law (Journal of Laws 2022.1648 consolidated text of August 5, 2022) used by the User;

Cookies - computer data particularly text files, stored on the User's Device and intended for use of the Website; the "Privacy Policy and Use of Cookies" is described in detail in a separate document posted on the Website and is an appendix to the Terms.

2. The Website is operated by the Entrepreneur and is owned by them. Additionally, it serves as an informational and promotional platform for the Entrepreneur.

§ 2. Services provided electronically

1. The services offered by the Entrepreneur through the Website involve enabling the User to:

- a) have free access to the materials gathered and posted on the Website,
- b) fill out the online forms available on the Website, namely the contact form ("Ask a Question" field) or the registration form for training courses offered on the Website.

2. Any price lists, advertisements, and descriptions of products or services published on the Website are for informational purposes only and cannot be treated as

an offer within the meaning of the provisions of the Civil Code, but at most as an invitation to enter into a contract.

3. The Entrepreneur provides free-of-charge services to the User electronically. The services are available 24 hours a day, 7 days a week.

§ 3. Terms and Conditions for Using Services Provided Electronically

1. To use the Website, the following are necessary:

a) a telecommunications device with internet access, equipped with an installed and properly configured up-to-date web browser with the option to handle Cookies enabled;

b) an active email account when using certain forms available on the Website.

- 2. The Entrepreneur will make efforts to ensure that the Website can be accessed by Internet users using all popular web browsers, operating systems, device types, and types of internet connections.
- 3. The Website places Cookies on the User's Device. The entity accessing the Cookies is the Entrepreneur. Cookies may be used by third parties cooperating with the Entrepreneur.
- 4. Cookies are used for the following purposes:

a) adapting the content of the Website to the User's preferences in order to optimize the use of the Website;

b) statistics that help understand how Users use the Website, enabling improvements to its structure and content.

5. Limitations imposed by the User on the use of Cookies may affect certain functionalities available on the Website.

6. An annex to the Terms and an integral part thereof is a document entitled "Privacy Policy and Use of Cookies," which specifies the rules for the collection, processing, and use of personal data, as well as the use of Cookies obtained through the operation of the Website.

7. It is prohibited for the User to provide unlawful content and to use the Website or services provided by the Entrepreneur in a manner contrary to the law, good morals, or infringing upon the personal rights of third parties or the legitimate interests of the Entrepreneur

8. Risk associated with service provision and data security:

a) the systems used by the Entrepreneur ensure a high standard of security and personal data protection;

b) however, the User should be aware that using the services provided by the Entrepreneur requires using a public telecommunications network (the Internet), which entails an increased risk of threats associated with internet usage.

§ 4. Terms of Conclusion and Termination of Agreements for the Provision of Services Electronically

1. Acceptance of these Terms constitutes the conclusion of an agreement for the provision of services electronically, as referred to in § 2 of the Terms.

2. Ceasing to use the Website constitutes termination of the agreement for the provision of services electronically.

3. The Entrepreneur reserves the right to remove the Website without providing reasons, which is equivalent to ceasing the provision of services electronically.

§ 5. Personal Data Protection

1. In accordance with Article 13(1) of the European Parliament and Council Regulation (EU) 2016/679 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 (General Data Protection Regulation - GDPR), the Entrepreneur informs that::

1) the data controller of the User's personal data is Alicja Domachowska conducting business under the name Lean Idea Alicja Domachowska, with registered office at ul. Cyprysowa 11, Gdańsk (80-175 Gdańsk), Tax Identification Number (NIP): 9570367535, National Business Registry Number (REGON): 220807471.

2. User's personal data is processed:

a) based on Article 6(1)(b) of the GDPR, i.e., for the purpose of performing the agreement for the provision of services electronically until the termination of the agreement;

b) based on Article 6(1)(a) of the GDPR or Article 9(2)(a) of the GDPR, i.e., based on consent given in specific online forms for the purposes and duration specified therein;

c) based on Article 6(1)(f) of the GDPR, i.e., based on the legitimate legal interest of the Entrepreneur in ensuring the proper functioning of the Website, for a period not exceeding 2 years from the date of data acquisition; the processing relates to the IP address and email address.

3. The obtained personal data from the User may be transferred to:

a) entities processing them on behalf of the Entrepreneur solely for the purpose of performing the agreement for the provision of services electronically;

b) public authorities or other entities authorized to obtain data based on applicable legal provisions (e.g., court, prosecutor's office, labor inspection authorities, police or other law enforcement agencies, other state or local government institutions).

4. User's data will not be transferred to third countries.

- 5. The User has the right to:
- a. request access to the content of the data,
- b. data portability,
- c. improve the data,
- d. rectify the data,
- e. delete the data if there is no legal basis for their processing,

- f. restrict the processing of data if it has been carried out incorrectly or without a legal basis,
- g. object to the processing of data for marketing purposes, including profiling,
- h. lodge a complaint with the supervisory authority responsible for personal data protection if they consider that the processing of personal data violates the provisions of the GDPR.

§6. Copyright

All rights to the Website, including intellectual property rights, property rights, the domain name, the Website itself, as well as patterns, forms, logos, textual, graphic, and audiovisual materials posted on the Website, belong to the Entrepreneur, and their use may only occur in a manner specified and in compliance with the Regulations and applicable laws.

§ 7. Complaints

1. The User may submit complaints regarding the use of services provided electronically as defined in these Regulations to the email address <u>leanidea@leanidea.pl</u>.

2. The Entrepreneur is obliged to consider the complaint within 14 (fourteen) days of receiving it.

3. If the submitted complaint contains deficiencies that prevent its consideration, the Entrepreneur may request the User to supplement it, specifying a deadline of no less than 7 (seven) days and the scope of the required supplementation, with an instruction that failure to complete the complaint within the specified deadline will result in the complaint being left unaddressed. After the ineffective expiration of the designated deadline, the complaint will be left unaddressed.

4. The Entrepreneur will send a response to the complaint to the email address provided by the User in the content of the complaint.

§ 8. Final provisions

- 1. Before entering into an agreement for the provision of services electronically, the Entrepreneur shall provide the User with the Regulations free of charge on the Website, and also at their request in a manner that allows the acquisition, reproduction, and storage of the content of the Regulations using the teleinformatics system employed by the Entrepreneur.
- 2. Except for the procedure for submitting and considering complaints as specified in § 7 of the Regulations, the Entrepreneur does not provide for the use of alternative dispute resolution methods and claims enforcement.
- 3. The Entrepreneur reserves the right to amend the content of these Regulations at any time. Any changes will be posted on the Website and will come into effect on the date of their publication.

- 4. The User's use of services provided electronically after the amendments to the Regulations have been introduced signifies their acceptance of those changes.
- 5. An integral part of these Regulations is the document posted on the Website "Privacy Policy and Use of Cookies".
- 6. The Regulations come into effect on March 1, 2023r.