

Terms and Conditions

In fulfilment of the requirements of the Act of 18 July 2002 on the provision of electronic services, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), and the Act of 12 July 2024 – Electronic Communications Law (PKE), Piotr Powązka, tax identification number (NIP) 894-247-19-04, correspondence address: Urząd Pocztowy Skierniewice 2, 96-100 Skierniewice, P.O. Box No. 4, hereinafter referred to as the Service Provider, hereby establishes these Terms and Conditions. These Terms and Conditions define the types, scope and conditions of electronic services, technical requirements, prohibitions on supplying unlawful content, rules for using the Website, conditions for sending requested content, the complaints procedure and the rules for amending the Terms and Conditions.

We respect your privacy and take care of the security of personal data. These Terms and Conditions are supplemented by the Privacy Policy available on the Website. To the extent that the Website contains links to other websites, including websites of third parties, neither these Terms and Conditions nor the Privacy Policy apply to those websites. You should familiarise yourself with the privacy rules and terms and conditions applied by those entities.



DEFINITIONS

Personal data – any information relating to an identified or identifiable natural person, including online identifiers, where they allow that person to be identified.

Newsletter – requested content sent by the Service Provider, in particular information about services, training courses, events, blog posts, comments, updates or other materials related to ERATRUST's activities.

PKE – the Act of 12 July 2024 – Electronic Communications Law.

Terms and Conditions – these Terms and Conditions.

GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

Website – the website operated by the Service Provider at www.eratrust.pl. The Website may be used by persons who are at least 16 years old. The purpose of the Website is to provide content as well as products and services for businesses.

Electronic means of communication – technical solutions enabling individual communication at a distance using data transmission, in particular email, telephone, SMS messages or other similar communication channels.

ICT system – a set of cooperating IT devices and software ensuring the processing, storage, sending and receiving of data through electronic communications networks.

Service Provider – Piotr Powązka conducting business under the ERATRUST brand, tax identification number (NIP) 894-247-19-04, correspondence address: Urząd Pocztowy Skierniewice 2, 96-100 Skierniewice, P.O. Box No. 4.

Service – a service provided electronically, in particular making content available on the Website, handling the contact form and sending the Newsletter or other requested content.

User or Service Recipient – a natural person, legal person or organisational unit without legal personality using the Website or Services and obliged to comply with the Terms and Conditions.



WHO IS THE CONTROLLER OF MY PERSONAL DATA?

The controller, i.e. the entity deciding how your personal data will be used, is Piotr Powązka (hereinafter “ERATRUST”), tax identification number (NIP) 894-247-19-04, correspondence address: Urząd Pocztowy Skierniewice 2, 96-100 Skierniewice, P.O. Box No. 4.

Detailed information on the processing of personal data and your rights is provided in the Privacy Policy available at www.eratrust.pl.

If you have any questions regarding the processing of personal data by ERATRUST, you may contact us at: biuro@eratrust.pl or by traditional post at the correspondence address indicated above.



TYPE, SCOPE AND CONDITIONS OF ELECTRONIC SERVICES PROVIDED

1. The Service Recipient undertakes to comply with these Terms and Conditions.
2. The Newsletter Service is provided by the Service Provider under the terms specified in the Terms and Conditions. Before consenting to use the Newsletter, you should carefully familiarise yourself with the Terms and Conditions.
3. To use the Newsletter, a computer, telephone, smartphone, tablet or other device with Internet access, a web browser and an active and properly configured email account are required. If a telephone number is used, a properly configured terminal device is also required.
4. The Newsletter Service is free of charge. Subscription by the User constitutes an order for the Newsletter and consent to receive the requested content.
5. Receiving notifications is deemed to have been requested if the Service Recipient has consented to receive such information, in particular by providing an identifying electronic address or telephone number for the purpose of sending commercial information to the indicated communication channel. Consent to use telecommunications terminal equipment or an automatic calling system for sending commercial information, including direct marketing, is granted in accordance with Article 398 of the PKE.
6. Use of the Newsletter may require confirmation of the subscription in an additional email, known as double opt-in, by clicking an activation link.
7. The Service Recipient may unsubscribe from the Newsletter at any time with immediate effect by informing the Service Provider in any form, e.g. by telephone, in writing or by email. The quickest way to unsubscribe is to click the unsubscribe link included in each electronic message constituting the Newsletter. Unsubscribing is equivalent to terminating the agreement for the provision of the Newsletter Service.
8. The Service Recipient undertakes to use the Service Provider's website and the Services made available in a lawful manner, with respect for personal rights, copyright and the intellectual property of the Service Provider and third parties.
9. The Service Recipient shall refrain from misusing electronic means of communication, in particular from activities causing overload or disruption of the ICT systems of the Service Provider or other entities involved in the provision of electronic services.
10. The Service Recipient shall refrain from activities aimed at breaching or bypassing the security measures of the Service Provider's ICT systems and from any activities leading to unauthorised access to those systems.
11. It is prohibited to use the Website or Services in a manner contrary to law, good practice, the Terms and Conditions or the legitimate interest of the Service Provider.
12. It is prohibited to disclose login details to third parties, if such details have been provided by the Service Provider, and to infringe the rights of third parties.
13. The Service Provider shall not be liable for damage caused by the use of the Services in a manner contrary to law, good practice or the Terms and Conditions.
14. The Service Provider shall not be liable for damage caused by the use of the Services by an unauthorised person who gained access to the Services as a result of a culpable act or omission of the Service Recipient.
15. The Service Provider reserves the right to carry out necessary maintenance works on the ICT System, which may result in temporary difficulties or inability to use the Services.
16. The Service Provider undertakes to keep confidential information, including personal data entered by Service Recipients into the Service Provider's ICT system, except where such information was publicly available, disclosure is required by law or the Service Recipient has consented to disclosure.
17. The Service Recipient is obliged to provide data that is accurate and true.
18. In matters not regulated by the Terms and Conditions, the provisions of generally applicable law shall apply.



COMPLAINTS

1. All complaints concerning the Service may be submitted in writing to the following address: Piotr Powązka, Urząd Pocztowny Skierniewice 2, 96-100 Skierniewice, P.O. Box No. 4, or by email to: biuro@eratrust.pl.
2. A complaint should include the details of the person submitting the complaint, in particular their first name and surname, the email address to which the Newsletter is sent, optionally a correspondence address, an indication of the reason for the complaint and the content of the request. Failure to provide data necessary to examine the complaint may make it impossible to examine it.
3. We undertake to examine submitted complaints within 14 days of their receipt. If a complaint cannot be examined within this time limit, the Service Provider shall notify the complainant of the reasons for the delay and the expected date of examining the complaint.
4. The User shall be notified of the manner in which the complaint has been examined at the address provided in the complaint or by email, depending on the method of submission.
5. Consumers and entrepreneurs enjoying consumer rights may use the appropriate legally provided forms of amicable dispute resolution. The previous EU ODR platform has been closed.

OTHER PROVISIONS



1. In matters not regulated by these Terms and Conditions, the provisions of generally applicable law shall apply.
2. Court disputes shall be heard by the competent common court determined in accordance with the provisions of the Act of 17 November 1964 – Code of Civil Procedure.
3. The Service Provider reserves the right to amend the Terms and Conditions for valid reasons, in particular in the event of a change in the law, a change in the scope of the Services provided, a change in the manner of operation of the Website or a change in the technical solutions used.
4. In the case of continuous agreements concluded on the basis of the Terms and Conditions, such as the Newsletter Service, the amended Terms and Conditions shall bind the Service Recipient if the Service Provider has met the requirements specified in Articles 384 and 384(1) of the Civil Code, and the Service Recipient has been properly notified of the changes and has not terminated the agreement within 14 calendar days from the date of notification.
5. If an amendment to the Terms and Conditions would result in the introduction of new fees or an increase in existing fees, a Service Recipient who is a consumer or an entrepreneur enjoying consumer rights has the right to withdraw from the agreement in accordance with generally applicable provisions of law.
6. Amendments to the Terms and Conditions shall enter into force on the date indicated together with information about the amendment, but not earlier than after the expiry of 14 calendar days from notification of the amendments to the Terms and Conditions, provided that the amended Terms and Conditions shall bind the User unless, within 14 days of receiving information about the amendment, the User resigns from the Service.
7. The Service Recipient shall be informed of amendments to the Terms and Conditions electronically at the email address provided. The current version of the Terms and Conditions shall be made available on the Website.
8. The Terms and Conditions are available free of charge at www.eratrust.pl in a form that enables their content to be obtained, reproduced and recorded by means of the ICT system used by the User.
9. These Terms and Conditions were updated on 20 July 2026.