

# Newsletter Terms and Conditions (B2B)

of Qbana Mama

## Section 1 DEFINITIONS

**Newsletter** – a free-of-charge service provided electronically, which allows the Customer to receive previously ordered news relating to the Shop sent by the Service Provider by electronic means. It includes information about offers, discounts and new products in the Shop.

**Shop** – online store under the name Qbana Mama maintained by the Service Provider under the following address: [www.qbanamama.com](http://www.qbanamama.com)

**Service Provider** – KATARZYNA MARIA KUBAN, an entrepreneur conducting a business activity under the business name Qbana Mama Katarzyna Kuban, entered into the Central Register and Information on Business Activity conducted by the minister competent for economy and maintaining the Central Register and Information on Business Activity, NIP 9491972839 European Union VAT Identification Number PL9491972839, nr REGON 367435038, ul. Mstowska 2, 42-244 Cegielnia, Poland **Customer** – any entity using the Newsletter service.

## Section 2 NEWSLETTER

1. The Customer uses the Newsletter service voluntarily.
2. A device with the latest version of a web browser supporting JavaScript and cookie files and with Internet access, as well as an active email account, are required for the use of the Newsletter service.
3. E-mails within the framework of this service will be sent to the Customer's e-mail address provided during Newsletter subscription.
4. In order to conclude the Agreement and subscribe to the Newsletter, in the first step the Customer enters his/her e-mail address in a designated place on the Shop for the purpose of receiving the Newsletter messages. Next, the Service Provider sends a verification e-mail to the e-mail address entered by the Customer in the first step, containing a link to confirm the Customer's will to subscribe to the Newsletter. Upon the Customer's confirmation of his/her will to subscribe to the Newsletter, the service agreement is concluded and the Service Provider starts providing the service to the Customer.
5. Information about the cancelling of the subscription to the Newsletter and the unsubscribe link will appear in the e-mail correspondence.
6. The Customer may apply to cancel his/her subscription to the Newsletter at any time without giving a reason and incurring any costs by using the option referred to in subs. 5 or by sending an e-mail to the Service Provider's e-mail address: [kontakt@qbanamama.pl](mailto:kontakt@qbanamama.pl).
7. Clicking on the unsubscribe link or sending an e-mail with a request to cancel your subscription will result in immediate termination of the contract for the provision of this service.

## Section 3 COMPLAINTS

1. Complaints concerning the Newsletter should be addressed to the following e-mail address: [kontakt@qbanamama.pl](mailto:kontakt@qbanamama.pl).
2. The Service Provider will respond to a complaint within 14 days from its receipt.

## Section 4 PERSONAL DATA

1. The Service Provider is the Data Controller of the personal data provided by the User for the purpose of using the Newsletter.
2. The Customer's personal data are processed mainly on the basis of a contract and for its implementation, in accordance with the principles set out in the General Regulation of the European Parliament and the Council (EU) on data protection (GDPR). Detailed information on the processing of personal data is included in the Privacy Policy posted on the Shop's website.

## Section 5 FINAL PROVISIONS

1. The Service Provider reserves the right to change these Terms and Conditions only for substantial reasons. A substantial reason is understood as a necessary change in the Terms and Conditions due to: the Newsletter service modernisation or amendments in the provisions of law applicable to the Service Provider's service.

2. Information about the planned changes in Terms and Conditions will be sent to the Customer's e-mail address indicated when subscribing for the Newsletter at least 7 days before the changes enter into force.
3. If the Customer does not object to the planned change by the time it enters into force, he/she will be deemed to have accepted it.
4. If the Customer does not accept the planned changes, he/she should send a notification about that fact to the Service Provider's e-mail address: [kontakt@qbanamama.pl](mailto:kontakt@qbanamama.pl). This will result in termination of the service contract on the date when the planned changes enter into force.
5. The Customer is forbidden to provide content of illegal nature.
6. The agreement on the provision of the Newsletter services is concluded in English.
7. Any dispute arising between the Service Provider and the Customer who is not a Consumer will be submitted to the court competent for the Service Provider's registered office.