# Regulation of the On-line Store of Krajowa Izba Rozliczeniowa S.A.

#### Section I

# § 1.

# **General provisions**

The Regulation specify rules of using the On-line Store the operated www.sklep.elektronicznypodpis.pl by Krajowa Izba Rozliczeniowa S.A. in Warsaw, ul. rtm. W. Pileckiego 65, 02-781 Warsaw, entered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS No. 0000113064, and fully paid up share capital in the amount of PLN 5,445,000, NIP (tax identification number) 526-030-05-17, hereinafter referred to as the "KIR".

#### § 2.

#### **Definitions**

- 1. Expressions used in this Regulation shall have the following meaning:
- 1) **Certificate** a certificate for electronic signature or for electronic seal or website authentication:
- 2) **Business Day** each day from Monday through Friday, excluding public holidays; accordance with the Act on non-working days of 18 January 1951 (Journal of Laws of 2015 item 90);
- 3) **eIDAS** Regulation (EU) 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (European Journal of Laws item 257, page 73);
- 4) **Client** a natural or legal person, or an organizational unit having no legal personality, using the On-line Store;
- 5) **Private Key** data used for affixing an electronic signature;
- 6) **Consumer** a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code;
- 7) **Product** a software license, service or an item, together with the original packaging and all its elements (e.g. Instructions, CD, card reader) from the offer of the On-line Store;
- 8) **Regulation –** this regulation;
- 9) **GDPR** Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons 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) (European Journal of Laws item 119, page 1);
- 10) **Subscriber** a natural or legal person, or an organizational unit having no legal personality, to whom the Certificate is issued;
- 11) On-line Store website available at <a href="www.sklep.elektronicznypodpis.pl">www.sklep.elektronicznypodpis.pl</a>, maintained by KIR;
- 12) Agreement trust services agreement concluded by and between the Client and KIR;
- 13)  $\mathbf{Act}$  Act of September 5, 2016 on trust services and electronic identification . (Journal of Laws [Dz.U.] of 2016 item 1579)
- 14) **Order** –order placed by the Client via the On-line Store on the basis of the Agreement or attached to the Agreement form under Section II.
- The expressions used in this Regulation, which were not defined in this paragraph, shall be understood in accordance with the definitions included in the Code of KIR Certification Procedure for Trusted Non-Qualified Certificates, KIR Certification Policy for Qualified Trust Services or KIR Certification Policy for Trusted Non-Qualified Certificates.

# § 3.

# **General principles**

- 1. The Client is obliged to comply with the provisions of the Regulation.
- 2. KIR uses the Polish language in its relations with the Client.
- 3. The Polish law shall apply to the conclusion and performance of the Agreement or the Order.
- 4. The Regulation does not specify the rules on the basis of which the Client is obliged to bear the fees related to the execution of payments, as well as the costs of data transmission via the Internet related to the use of the On-line Store.
- 5. The Client shall be obliged not to provide content prohibited by provisions of law, e.g. content that promotes violence, is defamatory or infringes the personal rights and other third party rights.
- The Code of Good Practice referred to in Article 12 (1) (15) of the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2017, item 683) shall not apply to operation of the On-line Store.
- 7. Making the On-line Store available is a service provided by electronic means within the meaning of the Act of July 18, 2002 on the Provision of Services by Electronic Means (Journal of Laws of 2017, item 1219).

- 8. KIR shall make every effort to ensure the greatest possible availability of the On-line Store and to remove any failures immediately, as well as to ensure that, as far as possible, technical interruptions are as little inconvenience to the Clients as possible.
- 9. When performing Agreements and Orders, the provisions of law, the Agreement and the documents indicated therein shall prevail over the provisions of the Regulation, subject to provisions of section 10.
- 10. In the event of Consumers, when performing Agreements and Orders, the provisions more beneficial for the Consumer, regardless of whether they result from the provisions of law, Agreement, Order or Regulation, take precedence, unless expressly stated otherwise in the Agreement, subject to the mandatory provisions of law.

§ 4.

# Products - general provisions

- 1. KIR is obliged to provide Products without defects.
- 2. All Products that are goods are brand new, originally packed, free from physical and legal defects and have been legally placed on the Polish market.
- 3. All Products being services are performed by KIR.
- 4. Software licensing rules are specified in the licensing documents provided with the software.
- 5. The On-line Store makes it possible to get acquainted with the Products.
- 6. The On-line Store makes it possible to:
  - 1) select the products and prepare the Agreement or Order form off-line in the mode specified in Section II or
  - 2) select the products and conclude the Agreement on-line in the mode specified in Section III.

# Section II

# **Off-line Agreements and Orders**

§ 5.

# Preparation of a written Agreement or Order form

- 1. The provisions of this chapter apply to Agreements and Orders, which:
  - comprise at least one certificate for electronic seal, certificate for website authentication or certificate for electronic signature containing data of a third party other than the Subscriber or

- 2) have not been paid in advanced online, subject to paragraph 2.
- 2. For Consumer Agreements and Orders, with the exception of the certificates referred to in paragraph 1 point 1, only the provisions of Section III On-line Agreements shall apply.
- 3. The On-line Store makes it possible to prepare the Agreement or Order form.
- 4. Multiple Orders can be attached to a single Agreement.
- 5. The Client submits an offer to conclude the Agreement at the moment of delivery to KIR of the required number of copies of the Agreement form meeting the requirements specified in sections 7 and 8.
- 6. An Order is placed by the Client at the moment of delivery to KIR of the required number of copies of the Order form meeting the requirements specified in sections 7 and 8.
- 7. The documents referred to in sections 5 and 6 should be filled in correctly by the Client and shall provide Client's true data, including contact details.
- 8. The documents that are referred to in section 5 and 6 shall be delivered by the Client to KIR in the original form, in writing, by post or otherwise to the address indicated in the summary of the Order, and in the case of an electronic form with a qualified electronic signature to the email address indicated in the summary of the Order.
- 9. KIR confirms the acceptance of the offer and the conclusion of the Agreement by providing the Client with one of the copies of the Agreement signed by KIR.
- 10. In order to perform the Agreement or Order, it is required to provide the subscriber's personal data for the purposes of Certificate generation and identity verification, as well as e-mail address and telephone number for contact purposes, including the purpose referred to in sections 11.
- 11. KIR confirms the acceptance of the Order by sending an email.
- 12. In the event that the data provided in the documents referred to in sections 5 or 6, is incomplete or incorrect or in other justified cases, KIR shall contact the Client in order to clarify any doubts. If the contact with the Client is not possible, KIR has the right to cancel the Order.
- 13. KIR shall not confirm the acceptance of the Order or conclusion of the Agreement until properly prepared Order or Agreement forms have been delivered.
- 14. If the Agreement or Order form is not delivered to KIR within 60 days from the date of its creation in the On-line Store, and during this time the Price List for Trust Services published in the On-line Store has changed or the Regulation has changed, KIR may make the acceptance of the Order or the conclusion of the Agreement subject to acceptance of these changes, unless the Client has made the on-line payment referred to in § 7 section 5, subject to section 16.
- 15. The Client regardless of the right to withdrawal has the right to cancel the confirmed Order, if the Client reports it to KIR before the commencement of the Order execution process. Cancellations can be made by sending an email to KIR to the address kontakt@kir.pl.

- 16. In the event the Agreement or Order form is not delivered to KIR within 60 days from the date of on-line payment in the On-line Store, KIR shall not confirm the conclusion of the Agreement or the acceptance of the Order.
- 17. The condition for placing an Order in the On-line Store by the Client is to read the Regulation and accept its provisions before placing the Order.

# § 6.

#### **Execution of Orders**

- In the event of Orders, the Client shall receive information on the preparation of the Product via email.
- 2. In the event of a Order relating to:
  - time stamping services the service shall be activated or changed within the time specified in the Agreement or the Order, but not earlier than after KIR confirms the acceptance of the Order;
  - 2) remote renewal of the Certificate the renewal process shall be prepared immediately after KIR confirms the acceptance of the Order.
- Orders shall be completed within 5 Business Days at the latest from the date of KIR's
  confirmation of the conclusion of the Agreement or acceptance of the Order, unless the content of
  the Agreement or the Order states otherwise.

# § 7.

### **Payments**

- 1. A Client who is not a Consumer may:
  - 1) make payments in accordance with the provisions of the Agreement or the Order or
  - 2) make on-line payments in accordance with the provisions of sections 3-7.
- 2. The Consumer may only pay on-line, in accordance with the provisions of sections 3-7.
- 3. All prices quoted in the On-line Store are given in Polish zlotys, include tax on goods and services as well as other public-law liabilities.
- 4. The cost of delivery is defined in the Price List for Trust Services published in the On-line Store.
- 5. The on-line payment methods, within the On-line Store, are:
  - 1) on-line transfer via Paybynet system, operated by KIR;
  - 2) credit card payment via eService Sp. z o.o. operator.

- 6. In the event of overpayment or underpayment, the Client shall be informed about it by a message sent to the email address provided when placing the Order.
- 7. If the Agreement or Order form is not delivered to KIR within 60 days from the date of the online payment in the On-line Store, then the payment is returned and the Order is canceled.
- 8. The Client may agree to be issued an invoice in an electronic form and have it sent to the email address. In order to ensure the authenticity of origin and integrity of the content of an electronic invoice, it shall be issued in PDF format.

#### Section III

#### **On-line Agreements**

§ 8.

# **Conclusion of on-line Agreements**

- The provisions of this section apply to Contracts that have been paid online and at the same time
  do not cover even one certificate for electronic seal, certificate for website authentication or
  certificate for electronic signature containing data of a third party other than the Subscriber.
- 2. To Consumer Contracts, with the exception of the certificates referred to in § 5 para. 1 point 1, only the provisions of this section shall apply.
- 3. The On-line Store allows you to choose Products and conclude the Agreement.
- 4. The information published in the On-line Store constitutes an offer within the meaning of Article 66 of the Civil Code, however, the Client may accept it only in the mode of concluding an on-line Agreement specified in this section.
- 5. Actions taken in the On-line Store constitute independent declarations of will resulting in the conclusion of the Agreement and are the basis for the Client to pay fees to KIR.
- 6. The conclusion of the Agreement by the Client takes place after reading the Regulation and accepting its provisions, however, the conclusion of the Agreement takes place by making an online payment and upon receipt by KIR confirmation of payment.
- 7. The Agreement may cover the issuance of any number of certificates for electronic signature.
- 8. The Agreement will be executed immediately and subject to § 9 para. 4 shall remain in force until its execution.
- 9. To perform the Agreement, it may be required to provide data, including personal data of the Subscriber in order to create the certificate for electronic signature and provide the email address for correspondence purposes, including the purpose referred to in section 10.
- 10. KIR shall immediately confirm the conclusion of the Agreement by sending an email.
- 11. The basis for the provision of the electronic time stamp service by KIR is the Client's submission of necessary data to KIR in the manner and form required by KIR. The provision and blocking of

- the electronic time stamp service shall take place no later than after 5 Business Days following the date of submission to KIR of the necessary data for this purpose.
- 12. For the performance of the Agreement, the following shall be published on the KIR's website at <a href="https://www.elektronicznypodpis.pl">www.elektronicznypodpis.pl</a> KIR Certification Policy for Qualified Trust Services, KIR Certification Policy for Trusted Non-Qualified Certificates and the Code of KIR Certification Procedure for Trusted Non-Qualified Certificates.
- 13. The Client undertakes to duly perform his or her duties, in particular taking into account the provisions of the documents referred to in section 12, including updating the data reported to KIR, referred to in § 9.

§ 9.

# Presentation of data for the certificate for electronic signature

- 1. In order to perform the Agreement, the Client shall be obliged to present the true data for the certificate for electronic signature in the On-line Store.
- 2. The Client is solely responsible for providing false, incomplete or incorrect data.
- 3. The certificate for electronic signature contains the data specified in the KIR Certification Policy for Qualified Trust Services or KIR Certification Policy for Trusted Non-Qualified Certificates and Code of KIR Certification Procedure for Trusted Non-Qualified Certificates, with exclusion to data of a third party other than the Subscriber.
- 4. The Certificate shall be created immediately after the conclusion of the Agreement, but not later than within 5 Business Days.
- 5. Confirmation of the issuance of the electronic signature certificate includes the Subscriber's obligation to comply with the provisions of the documents referred to in section 3.

§ 10.

### **Payments**

- 1. The payment may be made after accepting the Regulation and presenting data, including personal data, necessary to create the certificate for electronic signature.
- 2. The on-line payment methods, within the On-line Store, are:
  - 1) on-line transfer via Paybynet system, operated by KIR,
  - 2) credit card payment via eService Sp. z o.o. operator.
- 3. All prices are quoted in Polish zlotys, include tax on goods and services and other public-law liabilities.

- 4. The Client may agree to be issued an invoice in an electronic form and have it sent to the email address. In order to ensure the authenticity of origin and integrity of the content of an electronic invoice, it shall be issued in PDF format.
- 5. If the Client questions the correctness of the invoice for any reason, he/she can file a complaint which will be considered in accordance with the provisions of § 15.

#### § 11.

#### Information for the Clients

- 1. KIR is entered in the register of Trust Service Providers within the meaning of the Act.
- 2. A qualified electronic signature shall have a legal effect equivalent to a handwritten signature.
- 3. An electronic signature shall not be denied having a legal effect or admissibility as evidence in court proceedings solely on the ground that it is in an electronic form or that it does not meet the requirements for qualified electronic signatures.
- 4. The legal effect of an electronic time stamp or its admissibility as evidence in legal proceedings solely on the ground that the time stamp is in an electronic form or that it does not meet the requirements of a qualified electronic time stamp shall not be called into question.
- 5. Policy for issuance, suspension and revocation of certificates for electronic signature, as well as the scope and limitations of use of certificates for electronic signature are specified in detail in the service provision policies i.e.: "KIR Certification Policy for Qualified Trust Services" and "Certificate practice statement of KIR for Trusted Non-Qualified Certificates" made available on the Internet at <a href="https://www.elektronicznypodpis.pl">www.elektronicznypodpis.pl</a>. The address of the publication is subject to change.
- 6. According to Article 21 of the Act, KIR shall not be liable for damage resulting from non-compliance by the Client or the Subscriber with the rules set forth in the service provision policy.
- 7. The Subscriber, Client or other person may apply for revocation of the certificate for electronic signature, if it results from the KIR "Certification Policy for Qualified Trust Services" and "Certificate practice statement of KIR for Trusted Non-Qualified Certificates", the Agreement or other obligations of KIR.
- 8. The certificate for electronic signature that has been revoked cannot be considered valid.
- 9. The application for revocation/ suspension of the Certificate is published on the KIR website www.elektronicznypodpis.pl .
- 10. Detailed rules for suspending and revoking the certificate for electronic signature are defined in "Certification Policy for Qualified Trust Services" and "Certificate practice statement of KIR for Trusted Non-Qualified Certificates",.
- 11. Disputes arising from the use of an advanced electronic signature shall be resolved by the competent ordinary courts.

#### Section IV

# **Common provisions:**

# § 12.

### Liability

- KIR shall be liable for damage resulting from non-performance or improper performance of its
  obligations under the provisions of the Civil Code, with the provision that KIR's liability for
  damages does not include the benefits which the injured party could have obtained if the damage
  had not occurred, unless the damage was caused through willful misconduct.
- The court's jurisdiction to resolve disputes related to the performance of the Agreement shall be determined in accordance with the provisions of the Code of Civil Procedure.

### § 13.

#### **Account in the On-line Store**

- 1. In order to conclude the Agreement or place the Order, the Client is obliged to open an account in the On-line Store.
- The account allows, in particular, to have the Client's data saved in order to facilitate the process of placing another Order or concluding another Agreement, as well as to view the history of placed Orders.
- 3. In order to open the account, the Client should provide a login and a password.
- 4. The Client's password is not known to KIR and the Client is obliged to keep it confidential and to protect against unauthorized access by third parties.
- 5. The Client may change his/her data and password at any time.
- 6. The Client may at any time remove the account from the On-line Store.

# § 14.

# Withdrawal from the Agreement by the Consumer

- 1. In this section, the agreement is understood as the Agreement concluded by the Consumer or the Order placed by the Consumer.
- 2. According to Article 27 of the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2017, item 683), a Consumer who has concluded the agreement at a distance or off-premises may withdraw from it within 14 days without giving any reason and without incurring costs, with the provisions of section 13. However, if the Consumer has chosen a method of delivery of the Product other than the cheapest ordinary method of delivery offered by KIR, KIR shall not be obliged to reimburse the Consumer for additional costs incurred by him/her.

- 3. The period of withdrawal from the agreement starts from the day of taking possession of the Product by the Consumer or a third party designated by him/her, other than the carrier.
- 4. In order to exercise the right of withdrawal from the agreement, the Consumer should submit a declaration of withdrawal from the agreement. The Consumer may use the withdrawal form template. It is not obligatory to use the template.
- 5. Withdrawal from the agreement may apply to all or part of the Products covered by the Order.
- 6. In order to comply with the deadline to withdraw from the agreement, it is sufficient to send a declaration before the expiry of the withdrawal period.
- 7. The declaration of withdrawal should be sent: to the Customer Contact and Operations Department of KIR in writing to the following address ul. Suraska 3A, 15-950 Białystok or via email to the following email address: kontakt@kir.pl. In the event of withdrawal from the agreement concluded at a distance, the agreement shall be deemed not concluded.
- 8. KIR shall immediately, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the agreement and the Product, reimburse to the Consumer all payments made by the Consumer, including the cost of delivery of the Products to the Consumer, provided that if the Consumer has chosen a method of delivery other than the cheapest ordinary method of delivery offered by KIR, KIR shall not be obliged to reimburse the additional costs incurred by the Consumer. KIR may withhold the reimbursement of payments received from the Consumer until the Products are received back or the Consumer provides evidence of their return, whichever occurs first.
- 9. In connection with the withdrawal from the agreement, the Consumer bears the direct cost of returning the goods.
- 10. KIR shall reimburse the payment using the same method of payment as used by the Consumer.
- 11. The Consumer shall be liable for any diminished value of the Product resulting from its use beyond what is necessary to determine the nature, characteristics and functioning of the Product.
- 12. The Consumer cannot withdraw from the agreement in case:
  - of the provision of services, if KIR fully performed the service with the explicit consent of the Consumer, who was informed before the commencement of the service, that after fulfilling the provision by KIR the Consumer will lose the right to withdraw from the agreement;
  - 2) the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his/her individual needs;
  - 3) the subject of the service are the goods that after the delivery, due to their nature, they are inseparably combined with other goods;
  - 4) the Consumer expressly demanded that a representative of KIR come to him/her for urgent repair or maintenance; if KIR provides additional services other than those whose

- performance the Consumer has requested, or supplies items other than spare parts necessary to perform the repair or maintenance, the Consumer shall have the right to withdraw from the agreement with regard to additional services or goods;
- the object of the service are audio or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery;
- 6) the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the Consumer's express consent before the deadline for withdrawal from the agreement and after KIR has informed him/her about the loss of the right to withdraw from the agreement.
- 13. The service of Certificate issuance shall be fully performed when the Certificate is created in the KIR system. From that moment, pursuant to Article 38 point 1 of the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2017, item 683) the Consumer will lose the right to withdraw from the agreement.
- 14. In the event of ordering a set for affixing an electronic signature, the Certificate issuance service referred to in section 14, also includes saving the Certificate and the private key on the cryptographic card. The legal effects of its implementation concern the whole set.
- 15. Information on the consent granted by the Consumer to supply digital content in circumstances that result in the loss of the right to withdraw from the agreement, shall be provided by KIR at the latest prior to the commencement of making such content available, in particular before the Consumer starts to download the software.
- 16. KIR shall immediately, not later than within 14 days from the date of receipt of the Consumer's declaration on withdrawal from the agreement, return to the Client all payments made by him/her.
- 17. KIR shall reimburse the payment using the same method of payment as used by the Client.

# § 15.

# **Complaint procedure**

- 1. Complaints, including warranty claims, should be submitted to the Customer Contact and Operations Department of KIR in writing to the following address ul. Suraska 3A, 15-950 Białystok or via email to the following email address: kontakt@kir.pl.
- 2. When submitting a complaint, all the information or elements necessary to start the complaint handling process must be provided.
- 3. KIR shall consider the complaint within 30 days of filing the complaint.
- 4. KIR does not provide for other out-of-court complaint handling methods.
- 5. KIR does not provide for other out-of-court means of redress or rules of access to these procedures.

- 6. KIR shall make every effort to resolve the problem notified as part of the technical support as soon as possible.
- 7. Technical support is provided during the days and hours of operation of the Hotline and Hotline number as shown at the website <a href="https://www.elektronicznypodpis.pl">www.elektronicznypodpis.pl</a>.

# § 16.

### Privacy policy and personal data protection

- Having read the following information clauses, the Client, when registering an account referred to in § 13, consents to the processing of his/her personal data by KIR for the purposes and to the extent necessary for its maintenance.
- 2. The Client undertakes to provide KIR with personal data of subscribers after informing them about the rules of processing their personal data by KIR in accordance with the following information clauses for the purpose and scope necessary to provide trust services or to maintain the account referred to in § 13.
- 3. According to Article 13 sections 1 and 2 and Article 14 sections 1 and 2 of Regulation of the European Parliament and of the Council (EU) 2016/679 on April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (hereinafter "GDPR") KIR informs that:
  - the controller of personal data is Krajowa Izba Rozliczeniowa Spółka Akcyjna with its registered office in Warsaw at ul. rtm. Witolda Pileckiego 65, 02-781 Warsaw, KRS 0000113064:
  - 2) the contact details of the Data Protection Officer of KIR are: IOD@kir.pl
  - 3) personal data will be processed on the basis of a legal provision, which is Article 24 eIDAS, on the basis of the Agreement or the Order and to the extent necessary for the performance of the Agreement or the Order, as well as on the basis of consent;
  - 4) if the Client is supported e.g. in the field of identity verification or intermediation in concluding the Agreement for the provision of trust services or placing orders by third parties (trusted partners of KIR), the Client's personal data may be processed by those trusted partners, the list of which is available at:www.elektronicznypodpis.pl;
  - 5) personal data will be stored for the period necessary for the provision of trust services and, within the scope of the data referred to in Article 17 section 2 of Act of September 5, 2016 on Trust Services and Electronic Identification (Journal of Laws of 2016, item 1579) for the period required by law, which currently amounts to 20 years, however, if there are other legal grounds authorizing KIR to process personal data, this period may be changed according to the duration of such grounds;

- everyone has the right of access the content of his/her data and the right to rectify, erase, restrict the processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of the consent prior to its withdrawal; however, the exercise of this right may be restricted by mandatory legal provisions;
- 7) everyone has the right to file a complaint with the President of the Office for Personal Data Protection, when he/she considers that the processing of personal data concerning him/her violates the provisions of the GDPR or other regulations on the protection of personal data;
- 8) the submission of personal data is essential for the provision of trust services. In case of failure to do so, the service cannot be provided.
- 4. KIR in connection with operation of the On-line Store processes the following personal data:
  - 1) data entered in the Agreement or Order,
  - 2) email address and phone number of the Client,
  - 3) tax identification number of the Client.
  - 4) Subscriber's data allowing to confirm his/her identity, including: first name, last name, PESEL, date of birth, place of birth, series and identity card number and other data entered in the Certificate,
  - 5) Subscriber's email address and phone number,
  - 6) data provided for the issue of an invoice,
  - 7) data provided in connection with complaint handling.
- 5. If the personal data referred to in section 4 are not the Client's data, the Client shall transfer them to KIR after informing the data subject about the principles of personal data processing set forth in section 3 (Article 14 of the GDPR).
- 6. Different rules and scope of personal data processing in connection with the performance of the Agreement may be determined by the Agreement concluded in the mode specified in Section II.

#### § 17.

# **Technical requirements**

- 1. The necessary technical requirements for the use of the On-line Store are as follows:
  - 1) a computer or a mobile device with Internet access,
  - 2) Web browser.
- 2. Meeting the above requirements is necessary, but does not guarantee successful use of the Online Store. Detailed technical requirements, including in particular the supported operating

systems and computer hardware configuration, are available on the KIR website <a href="https://www.elektronicznypodpis.pl">www.elektronicznypodpis.pl</a>.

# § 18.

# **Change of the Regulation**

- 1. The Clients shall each time be presented with the Regulation in its current wording.
- 2. The Clients who have an On-line Store account shall be informed about the change to the Regulation via email.

# § 19.

# **Final provisions**

- 1. To all matters not covered by this Regulation, the relevant provisions of eIDAS and Polish law shall apply, in particular the provisions of the Act, the Civil Code and the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2017, item 683).
- 2. This Regulation shall apply from the  $4^{Th}$  of January 2019.