

REGULATIONS OF E-SERVICES GRANTED BY XL ENERGY MARKETING SP. Z O.O.

§ 1

General provisions

1. These regulations determine principles of operation and use of the Internet Portal located under the internet address: [https:// maxpowerenergy.eu/](https://maxpowerenergy.eu/).

Regulations determine also rights and obligations of the Service Provider and User.

1. Using the Portal means that the User has read the contents of Regulations obligatory during using the Portal and acknowledges its provisions as well as is obliged to observe them.

§ 2

Definitions

Unless not otherwise specified by the contents of provisions, terms used in the Regulations in uppercase have the following meaning:

1. **Regulations** – these Regulations of granting e-services by the Service Provider;
2. **Portal** – internet Portal identified with following domain names: maxpowerenergy.eu, administered by the Service Provider for providing e-services by the Service Provider in favor of Users;
3. **Service Provider** – the company XL Energy Marketing sp. z o.o. seated at Złota street 59, 00-120 Warszawa, registered in the Register of Entrepreneurs of the National Court Register maintained by the Regional Court for Warsaw in Warsaw, XII Commercial Division of the National Court Register under the KRS number 183133, NIP: 525-229-48-31, REGON: 015598075;
4. **User** – any natural person capable for legal actions, any legal or defective legal person using the Portal in any way;

§ 3

Technical requirements

A condition necessary to use the Portal is a device held by the User allowing access to Internet network, exclusively via software for viewing its resources, accepting „cookies files”. For correct operation of the Portal, it is necessary to use any browser: *MSIE 7 and higher, Firefox 3.x and higher, Opera 9.x and higher, Chrome and Safari 4.x and higher.*

§ 4

Services provided via Portal

1. Via the Portal the User may obtain information concerning the Service Provider, products offered by it and initiated activity including films of advertised products of the Service Provider. Via the Portal the User may also fill and send a form to the Service Provider to show its interest in starting a business cooperation with the Service Provider.

2. The range of access to services specified in item 1 may any time and in any scope be changed by the Service Provider without reasons. The Service Provider will notify the users on any such change.
3. Using the Portal by the Users is voluntary and free of charge.

§ 5

Terms and conditions of Use

1. The Service Provider reserves that the Portal as the website as well as separately logotypes of the brands and software used to create the Portal are covered by copy rights and are legally protected.
2. The brands logotypes and other words and terms used in the Portal are trademarks the Service Provider has protective rights to.
3. It is prohibited to modify any materials uploaded from the Portal or their public presentation or use without a written consent of the Service Provider. The Service Provider does not grant any (including implied) license for the use of materials possible to be uploaded from the Portal.
4. Collecting, using, further distributing, reprinting, making available in any form (including e-form), processing in full or in part, for purposes other than private, excluding getting acquainted with information and using the Portal according to provisions of the Regulations, is subject to a written consent of the Service Provider. Aggregating and processing data and other information available in the Portal for its further making available to third persons within other internet portals as well as outside internet is prohibited.
5. Users are obliged not to take any actions that may influence correct operation of the Portal.
6. The Service provider is not responsible for contents on websites of third persons links to which are included in the Portal.
7. Should the User create a link to the Portal, the User shall apply following principles;
 1. the link shall not suggest the User recommends products or services offered by the User;
 2. the link shall not give an impression that there are any relations between the User and the Service Provider;
 3. the link shall not in any way interfere in the contents of the Portal;

§ 6

Personal data

1. Personal data provided by the User in the contact form and at any other time of using the Website will be processed by the Service Provider in accordance with the provisions of the Regulation on Personal Data Protection 2016/679 to enable use of the Website and to initiate a cooperation with Distributor.
2. The Service Provider is a controller of personal data specified in clause 1.

3. The User has the right to access to the contents of Personal Data relating to him or her and to rectify, delete or transfer it, as well as the right to demand limitation of processing and object to such processing. In addition, in the scope of Data processed based on consent, the User has the right to withdraw consent at any time. Each person whose data is processed also has the right to file a complaint to the Data Protection Authority.
4. The rights enlisted in point 3 the User may execute by contacting Controller e-mail address: **iodo@xl-energy.com**
5. Providing personal data by the User is voluntary, however, it may be necessary to use the services.
6. Personal data is processed based on: the contract, legitimate interest of the controller (e.g. providing functionality of the Website, marketing activities) and the consent of the User.
7. The recipients of personal data can be an authorized employees responsible for providing service to the Users and entities providing services to the company (e.g. accounting companies, IT services).
8. The data is stored for the period necessary to implement the contracts. After this period, the data may be processed based on the legal obligations of the Service Provider (e.g. in the scope of storing accounting documents) or legally legitimate interest (defense against claims that may be due to the Service Provider).
9. Detailed information concerning processing personal data of the User who filled and sent the form is included in the Privacy Policy.

§ 7

Portal operation

1. The Service Provider will do its best to provide correct and uninterrupted operation of the Portal. Nevertheless, breakdowns and technical errors connected with troubles with the hardware or software may occur in the Portal. In any case the Service Provider will try to limit negative results of occurred technical problems to the highest extend.
2. To develop the Portal and to mitigate the risk of any failure, technical breaks are necessary to implement respective changes in the computer system. The Service Provider takes care not to make technical breaks burdensome for the Users. For this purpose, if possible, these breaks will be at night, and the Service Provider will inform the Users with in advance on prospected length of a break.
3. The Service Provider is not liable for technical problems, including delay in transmitting data defaulted by devices of the User as well as devices, computer systems, computer and IT networks of IT network operators or suppliers of access to internet.

§ 8

Prohibited actions

1. It is prohibited to use the Portal inconsistently with its purpose. Especially it is prohibited to deliver contents inconsistent with Regulations, commonly obligatory legal rules, or good habits, including contents and pictures:
 1. of erotic, pornographic, or obscene nature;
 2. with contents commonly treated vulgar and abusive;
 3. showing or propagating force, fascism, Nazism, racism, hate, discrimination,
 4. concerning methods of code breaking, distributing viruses and other malignant software.
2. The User has any time the possibility to resign from using e-services by the User via the Portal by exiting it.

§ 9

Complaints

1. Complaints concerning the activity of the Portal and services granted via it by the Service Provider shall be notified via e-mail to the address: marketing@xl-energy.com. A complaint shall include the description of notified objections with specifying portal elements connected with.
2. Complaints will be settled on a regular base in the term not exceeding 14 days since notification.

§ 10

Final provisions

1. Polish legislation shall apply to e-services granted by the Service provider.
2. Any disputes connected with services provided by the Service Provider via Portal will be settled by respective common courts.
3. These regulations may be any time changed by the Service Provider. The Service Provider shall inform the Users on any change making new contents of regulations available on the portal.