

Privacy Policy

Article 1

General Provisions

1. This Privacy Policy (hereinafter referred to as the "Policy") sets forth the rules on the protection of personal data of the Customers (when in the Policy the reference is made to the Customer, it shall be also understood as Buyers and individuals who have not placed the Inquiry, Order and have not concluded the Agreement, but use any services provided by WEGA, in particular get in touch with WEGA using means of distance communication such as: e-mail, SMS/MMS, communicators, social networks or the WEGA's website features) who are natural persons and whose personal data (hereinafter referred to as the "Data") are processed with regard to the Inquiries and Orders placed, as well as the Agreements concluded, and to any other services provided by WEGA by means of distance communication, and the type of cookies used by WEGA and the purpose of their processing.
2. This Policy shall constitute an appendix to the GTCS and be an integral part thereof. Any terms used herein shall have the meaning defined in the GTCS. The GTCS shall be understood as the General Terms and Conditions of Sale available at <https://wegamikolow.pl/privacy/ows.html>

Article 2

Personal Data

1. The Controller of the Data is WEGA.
2. WEGA declares that Customer's Data are processed pursuant to the regulations set forth in *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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), hereinafter referred to as the "GDPR" and the Act of 10 May 2018 on Personal Data Protection, regulations amending or replacing these acts, law enforcement provisions, as well as any other applicable legal provisions.*
3. The use of the services provided by WEGA, in particular with regard to placing Inquiries, Orders, concluding the Agreements or using means of distance communication, shall be tantamount to the acknowledging by the Customer that their Data may be processed for the purposes and on the basis as follows:
 - a. answering the Customer's enquiry and recording data in cookies, gathering data from websites and mobile applications - based on the Customer's consent,
 - b. undertaking the activities requested by the Customer prior to the conclusion of the Agreement and for the execution thereof, in particular:
 - i. answering the Inquiry,
 - ii. preparing and providing the Offer,
 - iii. processing and executing the Order,
 - iv. delivering Products,
 - v. settling the Agreement,
 - vi. amending or termination of/withdrawal from the Agreement,
 - vii. communication with the Customer,

- viii. considering applications, objections, complaints and other letters sent by the Customer to WEGA,
 - c. fulfilling the legal obligations by which WEGA is bound, in particular, the execution of tax, accounting and archive obligations,
 - d. resulting from legitimate interests pursued by WEGA, including the following purposes:
 - i. determining, pursuing and protecting WEGA's claims,
 - ii. protecting against Customer's claims or attempts to commit a fraud,
 - iii. marketing services provided by WEGA,
 - iv. analytical, statistical and managerial purposes, including internal reporting, as well as management, statistical and research analysis aimed to develop and improve the services provided by WEGA,
 - v. carrying out internal audits and inspections,
 - vi. implementing business control mechanisms,
 - vii. managing takeovers, mergers, divisions and transformations.
4. The Data processed by WEGA may include: names and surnames, company name, identification number (among others: PESEL (Personal ID Number), NIP (Tax Identification Number) and REGON (National Business Registry Number) and other numbers in relevant registers of foreign entities), email, telephone and fax number, registered office, residential and correspondence address, data concerning financial transactions (e.g. account name and number, numbers of credit or debit cards, other unique identifiers), location data, online ID and personal data provided voluntarily by the Customer.
5. The recipients of the Data may be: WEGA's employees, entities cooperating with WEGA within the framework of services provided by this entity, in particular with regard to sale and supply of the Products, provision of services by electronic means, managing the WEGA's website, as well as within the scope of marketing and advertisement, legal, debt collection, tax, financial, accounting or archive services for WEGA, marketing partners of WEGA, procedural respondents (including all participants in legal proceedings concerning the Customer and their attorneys), courts, government and self-government administration bodies, agencies of preliminary proceedings, enforcement bodies, supervisory agencies and other legal protection bodies, business inquiry agencies, acquirers of liabilities, entities participating in the processes of: takeovers, mergers, divisions, transformations of businesses with WEGA, entities carrying out the activity related to the destruction and storage of documents, or state archive.
6. WEGA shall not transfer the Data to third countries within the meaning of the GDPR.
7. The Data shall be stored until:
 - a. the consent is revoked by the Customer - in the case when the processing of data is based on the consent;
 - b. the objection is made - in the case when the processing of data is necessary for the purposes resulting from legitimate interests pursued by WEGA, unless WEGA would may not factor in the objection put forward because of the reasons referred to in section 9 of this article.
 - c. the obligations of the Parties under the Agreement and claims for their performance expiry - in the case when the processing of data is necessary to perform the Agreement or take the actions on request prior to the conclusion of the Agreement.
 - d. the expiry of the obligations of WEGA resulting from generally applicable legal provisions,

- e. the expiry (including limitation) of the rights, claims or obligations of WEGA and the Customer - in the case when their processing is necessary for the purposes resulting from legitimate interests pursued by WEGA.
8. The Customer shall be entitled to demand access to Data, their rectification, deletion or restriction of processing, as well as to transfer the Data.
9. The Customer shall have the right, at any time, to object to the processing of his Data relating to his particular situation, in the case when this processing is necessary for the purposes resulting from legitimate interests pursued by WEGA, including profiling on this basis. WEGA shall no longer process the Data, unless it demonstrates compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the Customer or for the establishment, exercise or defence of WEGA's legal claims.
10. If the Data are processed for the purposes of WEGA's direct marketing, the Customer shall have the right to object to such processing, including profiling to the extent that this processing is related to such direct marketing.
11. When the Data are processed by WEGA based on the Customer's consent, the consent may be withdrawn at any time. The withdrawal of consent shall not affect the lawfulness of processing based on the consent before its withdrawal.
12. The Customer shall exercise the rights referred to in section 8-11 of this article, in particular by sending an appropriate request by e-mail at info@wegamikolow.pl together with indicating the name and surname of the Customer using the following telephone number 32 738 43 28, or personally at the WEGA's registered office.
13. The Customer shall have the right to lodge a complaint with a supervisory authority – President of the Personal Data Protection Office.
14. Except the cases when it is required by the mandatory rules of the law, provision of the Data to WEGA by the Customer shall be voluntary, but the refusal is tantamount to making it impossible to take the actions aimed at answering the Inquiry, accepting the Order, preparing and providing the Offer, concluding and execution of the Agreement or answering a question asked through the contact form. If the Customer requests the Data to be deleted, the provision of services by WEGA, in particular the execution of the Agreement, shall not be effective, while with regard to non-performance of the concluded Agreement, it shall be deemed as withdrawal from an agreement (i.e. as if it were not concluded, and the Parties shall be obliged to return any benefits received by either Party; in such a case, the Customer shall be obliged to cover any costs incurred by WEGA in relation to the conclusion or performance of the Agreement).
15. The Data source includes information provided directly by the Customer, in particular by means of the Inquiry or Order, as well as information obtained from third parties:
 - a. national authorities, public registers and other sources available to the public - identification data, contact details,
 - b. an entity handling payments - identification data, contact details, data concerning financial transactions,
 - c. Internet providers - location data, Internet ID.
16. The Data shall not be subject to processing by automated means.

Article 3

Cookies

1. The WEGA's website only automatically collects information contained in cookies.
2. Cookies are text files that are stored in the terminal equipment of the Customer. They are intended in order to use the WEGA's website. Every time the WEGA's website is accessed, the following Customer's data are collected:
 - a. IP address,
 - b. date and time of the visit,
 - c. the address of the page from which the Customer is transferred to the WEGA's website,
 - d. country of connection,
 - e. Internet browser and operating system used,
 - f. other data necessary to properly handle the request from the website of the hosting provider.
3. WEGA is the entity placing cookies in the terminal equipment of the Customer and has access to them.
4. WEGA uses cookies for the following purposes:
 - a. matching the website content to individual preferences of the Customer, especially cookies recognise their device in order to display the website according to their preferences,
 - b. preparing statistics that help to learn about the Customers' preferences and behaviours, analysis of these statistics is anonymous and makes it possible to adjust the content and design of the WEGA's website to current trends; statistics are also used to evaluate the website's popularity.
5. The WEGA's website uses two fundamental types of cookies - session and persistent. Session cookies are temporary and stored until the Customer leaves the WEGA's website. Persistent cookies are stored in the terminal equipment of the Customer until they are deleted by the Customer or for a period resulting from their settings.
6. The Customer may, at any time, change settings of their Internet browser in such a way that cookies support is disabled or that they receive information about placing cookies in their equipment. Other available options may be checked in the settings of the Internet browser. It should be remembered that accepting cookies in the terminal equipment is a default setting in the majority of browsers.
7. WEGA informs you that changes to the user's Internet browser settings may limit access to some features of the WEGA's website.
8. Cookies used by the WEGA's website may be made available to partners and advertisers cooperating with WEGA.