Terms of digital content delivery (newsletter and free downloads)

This is an English translation provided for convenience. The Polish version, available at delta240mvt.com/regulamin-newslettera, is the binding one.

§ 1. General provisions

1. These terms (the "**Terms**") set out the rules and conditions for the delivery of Digital content through the online shop "delta240mvt", operating at delta240mvt.com (the "**Shop**").
2. The Terms are the terms referred to in Article 8 of the Polish Act of 18 July 2002 on the provision of services by electronic means (the "**Act on the provision of services by electronic means**").
3. The provider of the Digital content is Przemysław Filipiak, residing in Poznań (address: ul. Maków Polnych 12A, 61-606 Poznań, Poland), carrying out the activity referred to in Article 5 of the Polish Entrepreneurs' Law of 6 March 2018 (the "**Provider**").
4. The Provider can be contacted by:
   1) e-mail: hello@delta240mvt.com;
   2) post: ul. Maków Polnych 12A, 61-606 Poznań, Poland;
   3) phone: +48 739 904 797.
5. As part of its activity, the Provider:
   1) delivers Digital products to Recipients;
   2) delivers the Newsletter to Subscribers.
6. Information about Digital content available in the Shop, in particular its descriptions and technical and functional parameters, is an invitation to conclude a contract within the meaning of Article 71 of the Polish Civil Code of 23 April 1964 (the "**Civil Code**").
7. Before using the Shop, the Customer must read the Terms and the Privacy policy.
8. In matters not regulated in the Terms, the terms of the Shop, available in Polish at delta240mvt.com/regulamin (the "**Shop Terms**"), apply.

§ 2. Definitions

Capitalised words used in the Terms have the following meaning:

1) **Provider** – the term defined in § 1(3) of the Terms;
2) **Business day** – a day other than a Saturday, a Sunday or another public holiday within the meaning of the Polish Act of 18 January 1951 on public holidays;
3) **Customer** – a Recipient or a Subscriber;
4) **Civil Code** – the term defined in § 1(6) of the Terms;

5) **Consumer** – a natural person performing with the Provider a legal act not directly related to their business or professional activity;

6) **Licence** – the term defined in § 7(1) of the Terms;

7) **Newsletter** – digital content within the meaning of the Consumer Rights Act, comprising commercial information about the Provider's current activity (including information about news and promotions available in the Shop);

8) **Non-conformity** – non-conformity of Digital content with the contract for its delivery (the criteria for assessing conformity are set out in Article 43k(1)–(2) of the Consumer Rights Act);

9) **Recipient** – a person who is a Consumer, an Entrepreneur or an Entrepreneur with Consumer rights and who has concluded a contract for the supply of a Digital product with the Provider or has taken steps to conclude it;

10) **Privacy policy** – the document containing information on the processing of Customers' personal data by the Provider;

11) **Entrepreneur** – a natural person, a legal person or an organisational unit without legal personality that is granted legal capacity by specific provisions, conducting business or professional activity in its own name;

12) **Entrepreneur with Consumer rights** – a natural person conducting business or professional activity in their own name who has concluded with the Provider a contract directly related to their business activity that does not, however, have a professional character for that person, resulting in particular from the subject of their business activity;

13) **Terms** – the term defined in § 1(1) of the Terms;

14) **Shop Terms** – the term defined in § 1(8) of the Terms;

15) **Subscriber** – a person who is a Consumer, an Entrepreneur or an Entrepreneur with Consumer rights and who has concluded the Newsletter contract with the Provider or has taken steps to conclude it;

16) **Digital product** – digital content within the meaning of the Consumer Rights Act that can be delivered to the Recipient, in particular a guide in PDF format (ebook), a file with instructions for an AI agent, a template or another downloadable file;

17) **Digital content** – a Digital product or the Newsletter;

18) **Contract** – a contract for the supply of a Digital product or the Newsletter contract;

19) **Newsletter contract** – a contract for the supply of digital content within the meaning of the Consumer Rights Act, under which the Provider undertakes to deliver the Newsletter to the Subscriber free of charge for an indefinite period and the Subscriber undertakes to provide the Provider with personal data;

20) **Contract for the supply of a Digital product** – a contract for the supply of digital content within the meaning of the Consumer Rights Act, under which the Provider undertakes to deliver a Digital product to the Recipient and the Recipient undertakes to conclude the Newsletter contract with the Provider or to pay the price;

21) **Consumer Rights Act** – the Polish Act of 30 May 2014 on consumer rights;

22) **Act on the provision of services by electronic means** – the term defined in § 1(2) of the Terms.

§ 3. Technical requirements

1. To use the Shop correctly, Customers need all of the following:
   1) an Internet connection;
   2) devices that allow the use of Internet resources;
   3) a web browser that displays hypertext documents linked on the Internet through the WWW service, supports JavaScript and accepts cookies;
   4) an active e-mail account.
2. Customers must not use viruses, bots, worms or other computer code, files or programs in the Shop (in particular scripts and applications that automate processes, or other code, files or tools).
3. The Provider informs that it uses cryptographic protection of electronic transfer and of digital content by applying appropriate logical, organisational and technical measures, in particular to prevent third parties from accessing data, including SSL encryption, access passwords and antivirus or anti-malware software.
4. The Provider informs that despite the safeguards referred to in section 3 above, using the Internet and services provided by electronic means may involve the risk of malicious software entering the Customer's ICT system and device or of third parties gaining access to data on that device. To minimise this risk, the Provider recommends using antivirus software or measures protecting identification on the Internet.

§ 4. Rules for using the Shop

1. The Customer must use the Shop in a manner consistent with generally applicable law, the Terms and good practice.
2. The Customer must not provide unlawful content.

§ 5. Newsletter contract

1. To conclude the Newsletter contract, the Subscriber should give the Provider an e-mail address and make a declaration of consent to receive the Newsletter, of having read the Terms and the Privacy policy and of accepting them.
2. The actions indicated in section 1 above may be performed in any manner, in particular by the Subscriber completing an electronic form made available in the Shop. The Newsletter contract is concluded when the Subscriber confirms the e-mail address by clicking the link sent by the Provider to that address.
3. The Newsletter contract is concluded for an indefinite period.
4. The Provider informs, and the Subscriber acknowledges, that:
   1) a delivered Newsletter is not subsequently updated;
   2) the frequency and dates of delivery of Newsletters are not set in advance and depend on the Provider's current situation.
5. The Newsletter is delivered by e-mail to the e-mail address given by the Subscriber.

6. The Subscriber may terminate the Newsletter contract at any time and without giving a reason, with immediate effect. In addition, under Article 27 et seq. of the Consumer Rights Act, a Subscriber who is a Consumer or an Entrepreneur with Consumer rights may withdraw from the Newsletter contract without giving a reason within 14 (fourteen) days of its conclusion.
7. Withdrawal from the Newsletter contract or its termination, regardless of the basis, requires the Subscriber to make an appropriate declaration to the Provider. The declaration may be made by:
    1) the Subscriber clicking the link that allows unsubscribing from the Newsletter, which is sent with every Newsletter;
    2) the Subscriber sending the Provider a declaration of withdrawal from, or termination of, the Newsletter contract by e-mail. The declaration referred to in this point 2 may also be made on the form constituting Annex 2 to the Consumer Rights Act.
8. The Provider stops delivering the Newsletter to the Subscriber immediately after the Subscriber performs one of the actions indicated in section 7 above.

§ 6. Contract for the supply of a Digital product

1. The Recipient may receive a Digital product available in the Shop:
    1) free of charge – provided that the Newsletter contract is concluded;
    2) for a fee – if the Newsletter contract is not concluded.
2. To receive a Digital product free of charge, the Recipient should:
    1) go to the Shop's website;
    2) open the page of the selected Digital product;
    3) enter an e-mail address in the form displayed;
    4) tick the mandatory checkbox next to the declaration of consent to receive the Newsletter, of having read the Terms and the Privacy policy and of accepting them;
    5) confirm the consent to receive the Newsletter by clicking the link sent by the Provider to the e-mail address given.
3. Confirming the consent to receive the Newsletter is equivalent to the Recipient concluding:
    1) the contract for the supply of the Digital product and
    2) the Newsletter contract.
4. The provisions of § 5 of the Terms apply to a Newsletter contract concluded under this § 6.
5. Termination of, or withdrawal from, the Newsletter contract after the Digital product has been delivered does not affect the validity and effectiveness of the contract for the supply of the Digital product concluded under this § 6.
6. To receive a Digital product for a fee, the Recipient should contact the Provider by e-mail at the address indicated in § 1(4)(1) of the Terms in order to agree the terms of the contract for the supply of the Digital product individually.
7. The Digital product is delivered to the Recipient immediately after the contract for its supply is concluded.

8. The Provider delivers the Digital product by sending to the e-mail address given by the Recipient a message containing a link to download the Digital product. The link is active for 30 (thirty) days from the day the e-mail address is confirmed.
9. The Provider informs, and the Recipient acknowledges, that the Digital product is not updated.
10. If the Digital product is not delivered within the time indicated in section 7 above, the Recipient calls on the Provider to deliver it. The call may be sent by e-mail to the address indicated in § 1(4)(1) of the Terms. If the Provider does not deliver the Digital product immediately after receiving the call or within an additional period expressly agreed with the Recipient, the Recipient may withdraw from the contract for the supply of the Digital product.
11. Withdrawal from the contract for the supply of a Digital product requires the Recipient to make a declaration of withdrawal to the Provider. The declaration may be sent by e-mail to the address indicated in § 1(4)(1) of the Terms.
12. Where the withdrawal concerns a paid contract for the supply of a Digital product, the Provider must refund the price paid by the Recipient without delay, no later than within 14 (fourteen) days of receiving the Recipient's declaration of withdrawal. The refund is made using the same means of payment as the Recipient used, unless the Recipient has expressly agreed to another method of refund that does not involve any costs for them.
13. Sections 10–12 above apply only to Recipients who are Consumers or Entrepreneurs with Consumer rights.

§ 7. Licence

1. Upon delivery of the Digital product to the Recipient, the Provider grants the Recipient a non-exclusive licence to use that Digital product on the terms set out in the Terms (the "**Licence**").
2. The Licence is granted for an indefinite period.
3. The Licence entitles the Recipient to use the Digital product only in the following fields of exploitation:
    1) saving in the memory of electronic devices belonging to the Recipient;
    2) playing and viewing the Digital product;
    3) reproducing the Digital product, but only to the extent justified by the Recipient's personal needs.
4. The Recipient may use the knowledge and tips contained in the Digital product in private and professional life and for the purposes of their own business. The Licence does not, however, authorise the Recipient to make the Digital product available to any other persons, except where it is made available under the provisions on permitted use of protected works in Division 3 of the Polish Act of 4 February 1994 on copyright and related rights. Making the Digital product available to other persons outside permitted use requires the Provider's prior consent.
5. The Licence does not entitle the Recipient to grant further licences.
6. Use of the Digital product by the Recipient in breach of the Licence is an infringement of the Provider's economic copyrights, entitling the Provider (depending on the nature of the infringement) to bring claims against the Recipient in court proceedings.

§ 8. Complaints about Digital content

1. This § 8 applies only to:
    1) Customers who are Consumers or Entrepreneurs with Consumer rights;
    2) Non-conformity of a Digital product with the contract for its supply and Non-conformity of the Newsletter with the Newsletter contract.
2. Digital content delivered to the Customer by the Provider must conform to the contract for its delivery:
    1) at the time of its delivery – where the Digital content is delivered once or in parts;
    2) throughout the period of delivery – where the Digital content is delivered continuously.
3. The Provider is liable for a Non-conformity:
    1) existing at the time of delivery of the Digital content and revealed within 2 (two) years of that time – where the Digital content is delivered once or in parts;
    2) revealed during the period of delivery – where the Digital content is delivered continuously.
4. If a Non-conformity is revealed, the Customer may lodge a complaint requesting that the Digital content be brought into conformity with the contract for its delivery.
5. The complaint is lodged by e-mail to the address indicated in § 1(4)(1) of the Terms.
6. The complaint should contain:
    1) the Customer's first name and surname;
    2) e-mail address;
    3) a description of the Non-conformity revealed;
    4) a request to bring the Digital content into conformity with the contract for its delivery.
7. The Provider may refuse to bring the Digital content into conformity with the contract if this is impossible or would require the Provider to incur excessive costs.
8. After considering the complaint, the Provider replies to the Customer and:
    1) accepts the complaint and indicates the planned date of bringing the Digital content into conformity with the contract;
    2) refuses to bring the Digital content into conformity for the reasons indicated in section 7 above;
    3) rejects the complaint as unfounded.
9. The Provider replies to the complaint by e-mail within 14 (fourteen) days of receiving it.
10. If the complaint is accepted, the Provider brings the Digital content into conformity with the contract at its own expense, within a reasonable time from receiving the complaint and without undue inconvenience to the Customer, taking into account the nature of the Digital content and the purpose for which it is used. The Provider indicates the planned date in its reply to the complaint.
11. If a Non-conformity is revealed, subject to section 14 below, the Customer may make a declaration to the Provider of a price reduction or of withdrawal from the Contract where:
    1) bringing the Digital content into conformity with the contract is impossible or requires excessive costs;
    2) the Provider has not brought the Digital content into conformity in accordance with section 10 above;

3) the Non-conformity persists although the Provider has tried to bring the Digital content into conformity;

4) the Non-conformity is so significant that it justifies withdrawal from the contract without first requesting the Provider to bring the Digital content into conformity;

5) it clearly follows from the Provider's statement or from the circumstances that the Provider will not bring the Digital content into conformity within a reasonable time or without undue inconvenience to the Customer.

12. The declaration of a price reduction or of withdrawal from the Contract may be made by e-mail to the address indicated in § 1(4)(1) of the Terms.
13. The declaration of a price reduction or of withdrawal from the Contract should contain:
    1) the Customer's first name and surname;
    2) e-mail address;
    3) the date of delivery of the Digital content;
    4) a description of the Non-conformity revealed;
    5) the reason for making the declaration, chosen from the reasons indicated in section 11 above;
    6) a declaration of a price reduction, indicating the reduced price, or a declaration of withdrawal from the Contract.
14. The Customer may not make a declaration of a price reduction where the Non-conformity concerns the Newsletter or a Digital product delivered free of charge.
15. The Provider is not entitled to demand payment for the time during which the Digital content did not conform to the contract, even if the Customer used the Digital content before withdrawing from the contract.
16. The reduced price must remain in the same proportion to the price resulting from the contract as the value of the non-conforming Digital content remains to the value of conforming Digital content.
17. The Provider must refund the price only in the part corresponding to the Digital content that does not conform to the contract and the Digital content whose delivery is no longer due as a result of withdrawal from the contract.
18. The Provider refunds the amounts due as a result of a price reduction or withdrawal from the Contract without delay, no later than within 14 (fourteen) days of receiving the declaration. The refund is made using the same means of payment as the Customer used, unless the Customer has expressly agreed to another method of refund that does not involve any costs for them.
19. The Customer may not withdraw from the contract for the delivery of Digital content if the Non-conformity is minor.
20. If the Subscriber withdraws from the Newsletter contract, the Provider stops delivering the Newsletter immediately after receiving the declaration of withdrawal.
21. Under Article 34(1a) of the Consumer Rights Act, if the Customer withdraws from the contract for the delivery of Digital content, the Customer must stop using that Digital content and making it available to third parties.

§ 9. The Provider's intellectual property

1. All components of the Shop, in particular:
    1) the name of the Shop;
    2) the logo of the Shop;
    3) photos and descriptions of Digital content;
    4) the operating principles of the Shop's website, all its graphic elements, interface, software, source code and databases

– are protected under the Polish Act of 4 February 1994 on copyright and related rights, the Act of 30 June 2000 – Industrial Property Law, the Act of 16 April 1993 on combating unfair competition and other generally applicable laws, including European Union law.

2. Any use of the Provider's intellectual property without authorisation resulting from the Terms or without the Provider's prior, express permission is prohibited.

§ 10. Processing of personal data

Information on the processing of personal data by the Provider can be found in the Privacy policy available at: delta240mvt.com/en/privacy-policy.

§ 11. Out-of-court dispute resolution

1. This § 11 applies only to Customers who are Consumers.
2. The Customer may use out-of-court methods of handling complaints and pursuing claims.
3. Detailed information on the possibility for the Customer to use out-of-court methods of handling complaints and pursuing claims, and the rules of access to these procedures, is available at the offices and on the websites of:
    1) district (municipal) consumer ombudsmen and social organisations whose statutory tasks include consumer protection;
    2) Voivodeship Inspectorates of Trade Inspection;
    3) the Office of Competition and Consumer Protection (UOKiK).
4. The Provider informs that, unless such an obligation results from mandatory provisions of law, it does not use out-of-court methods of handling complaints and pursuing claims.

§ 12. Amendment of the Terms

1. The Provider may amend the Terms in the event of:
    1) a change in the Provider's details;
    2) a change in the subject of the Provider's activity;
    3) the Provider starting to deliver new services, modifying services delivered so far or ceasing to deliver them;
    4) a technical modification of the Shop that requires the Terms to be adapted to it;

5) a legal obligation to make changes, including the obligation to adapt the Terms to the current state of the law.

2. Customers will be informed of an amendment of the Terms by publication of the amended version on the Shop's website. At the same time, the amended version of the Terms will be sent to Subscribers by e-mail.
3. The provisions of the Terms in force at the time apply to contracts for the supply of a Digital product concluded before the day the new Terms are published on the Shop's website.
4. A Subscriber who does not agree to the amendment of the Terms may terminate the Newsletter contract with immediate effect within 7 (seven) days of receiving the amended version of the Terms by e-mail. Failure to terminate is deemed consent to the amendment of the Terms.
5. The Newsletter contract is terminated by the Subscriber making a declaration of termination to the Provider. The declaration may be sent by e-mail to the address indicated in § 1(4)(1) of the Terms.
6. Immediately after receiving the declaration referred to in section 5 above, the Provider stops delivering the Newsletter.

§ 13. Final provisions

1. The law applicable to the Terms, the Newsletter contract and the contract for the supply of a Digital product is Polish law. This choice of Polish law does not, however, deprive a Consumer of the protection afforded by provisions of foreign law that cannot be derogated from by agreement and that would apply in the absence of that choice.
2. The current version of the Terms is in force from 13 November 2026.