

**Date of modification 28.02.2021 r.**

## **§1**

The capitalized terms used in these Regulations have the following meanings:

1. Benchmark – Benchmark Ltd. with headquarters in Rzeszów, ul. Hanasiewicza 15, 35-103 Rzeszów, PL. entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register, under the number: 0000547093, NIP: 8133702082, REGON:360978103 on the share capital in the amount of: 5.000,00 zł.
2. Business Day – Monday to Friday, excluding public holidays;
3. Client – a natural person with full legal capacity, and in cases provided for by the generally applicable law, also a natural person with limited legal capacity or a legal person or an organizational unit without legal personality, which the law grants to legal capacity; the Consumer should also be understood by the Consumer, unless otherwise explicitly stated in these Regulations;
4. Consumer – a natural person performing activities for purposes not directly related to its business or professional activity, including a Sales Agreement for purposes other than directly related to business or professional activity;
5. Account – a set of information available on the Website regarding a given Client, Orders placed by him and Agreements concluded by him; using the Account, the Customer may place Orders, conclude Agreements, including Sales Agreements, post comments; the Account is assigned a login (username or e-mail address) and a password;
6. Product – a movable property presented on the Website, which may be the subject of Sales Agreement between the Customer and Benchmark;
7. Regulations – Website's Terms of Service
8. Website – an internet service available at: [www.benchk.com](http://www.benchk.com), prowadzony przez Benchmark, za pośrednictwem którego Benchmark umożliwia korzystanie z Usług, a w szczególności złożenie Zamówienia i zawieranie Umów;
9. Agreement – Agreement on the Provision of Services and / or Sales Agreement concluded through the Service;
10. Agreement on the Provision of Services – an agreement on the provision of Services concluded between Benchmark and the Customer via the Website;
11. Sales Agreement – a sales agreement within the meaning of the Act of April 23rd, 1964. Civil Code (i.e. Journal of Laws of 2018, item 1025, as amended)

concluded through the Website between Benchmark and the Customer, the subject of which is a specific Product chosen by the Customer;

12. Service / Services – a service (services) provided by Benchmark to the Customer electronically (within the meaning of the Act of 18th of July 2002 on the provision of electronic services) via the Website defined (specified) in § 2 passage 3 of the Regulations
13. Order – a message sent by the Customer via the Website that specifies the Customer's will to conclude Sales Agreement concerning Products.

## **§2**

1. The present Regulations define the rules for the use of the Website, including the Services available through the Website, and in particular the scope and nature of the Services, the conditions for the provision of services, conditions for concluding and terminating the Agreements and complaint procedures.
2. The present Regulations are the regulations for the provision of electronic services, referred to in art. 8 of the Act 1 of the Act of 18th of July 2002 on the provision of electronic services (i.e. : Journal of Laws of 2017, item 1219, as amended).
3. Through the Website, Benchmark provides the following Services:
  - a) access to the content posted on the Website, including in particular texts, photos, searching the content on the Website using tools provided on the Website, marking the Products as observed using the tools provided on the Website;
  - b ) access to the Account, including registration on the Website,
  - c) placing an Order and the opportunity to purchase Products, including concluding a Sales Agreement,
  - d) posting comments on the Website,
  - e) sending a message to Benchmark via the appropriate form.
4. Each Customer may use the Website, including application of Services, however, for access to the Account, it is necessary to register in the event of a new Client or to log in to the Account in case if the Customer has already registered on the Website, and in the case of comments it is necessary to have an Account on the Website.
5. Benchmark provides Services in accordance with the present Regulations.
6. It is forbidden to provide unlawful content via the Website.
7. The condition for providing the Services is to meet the following technical requirements, i.e .:

- a) access to the device connected to the Internet,
  - b) using one of the Internet browsers:
    - Safari,
    - Firefox,
    - Opera,
    - Chrome,
    - Internet Explorer,
  - c) current and original user software,
  - d) for Account access service and / or posting comments it is necessary to have an email address.
8. All Agreements concluded via the Website are concluded in Polish.
9. Contact with Benchmark is possible using the addresses and numbers indicated below:
- a) address: Ul. Hanasiewicza 15, 35-103 Rzeszów,
  - b) email address: benchk.sklep@gmail.com,
  - c) phone number: 575 188 088 (payment as per the connection according to the rates applicable at a given provider), where contact via telephone is possible from 8:00 to 16:00 from Monday to Friday,
10. By using the Website, including the Services, the Customer bears the costs of access to the Internet on the terms specified by the provider of this particular service.
11. Benchmark is a seller of Products available on the Website covered by the Sales Agreement, as well as a provider of Services provided through the Website within the meaning of the Act of 18th of July 2002 on electronic services (i.e. Journal of Laws of 2017, item 1219 as amended).
12. The Contract for Provision of Services is terminated without the need to submit additional statements as a result of termination by the Customer of the use of the Service or the performance of the Service, unless otherwise stated in these Regulations. The Customer may at any time and without any costs refrain from using the Services.

### §3

1. In order to create an Account, one-time registration on the Website is required.
2. Registration on the Website is free of charge and voluntary.
3. The registration entails the conclusion of an Agreement for the provision of the Service with Benchmark in the form of the access to the Account.

4. Registration on the Website is done by completing the registration form available on the Website.
5. In order to register, it is necessary to enter the following data in the registration form: e-mail address, set a password and accept the terms of service (Regulations). In the case of registration during the order placement, an Account can be created by setting a password to the Account and providing the data necessary to place the Order, as well as by accepting the Website Regulations.
6. The login is the email address (e-mail) or username provided by the customer when registering.
7. The username and password to the Account can be freely chosen by the Customer.
8. During registration, it is possible for the Customer to express additional consents to the processing of personal data, including the transmission of commercial information by electronic means or the use of telecommunications terminal equipment and automated calling systems for the purposes of direct marketing.
9. After completing registration, Benchmark sends a message confirming the opening of an Account to an e-mail address provided by the Customer.
10. The Customer can edit all data provided during registration in the Account Settings.
11. The customer has the possibility to change the password at any time by making the appropriate change in the Account settings. The customer should keep the password and login enabling the access to an account confidential.
12. After one-time registration, the Customer has access to the Account at any time, while access to the Account requires a login and a password (logging in to the Account), subject to passage 13 below.
13. When logging into the Account on the Website, the Customer may use the "Remember me" option, therefore the Customer using the same device does not have to log in to the Account each time.
14. Each Customer may create more than one Account, with different e-mail addresses assigned to each Account.
15. In case of losing the password to the Account by the customer, including forgetting it, the Customer has the opportunity to obtain a new password after choosing the option by the Customer: "Forgotten your password?" via the Website. The possibility of resetting the password will be made available to the Customer via a registered email address, after indicating the user's name or providing the correct email address.

16. The Agreement on the access to the Account is concluded for an indefinite period. The Customer may terminate the Agreement for access to the Account (i.e. delete the Account) at any time without giving a reason by sending a request to delete the Account to the email address [benchk.sklep@gmail.com](mailto:benchk.sklep@gmail.com).
17. The Account access service is free of charge.

## §4

1. Orders can be placed using the Website 24 hours a day, 7 days a week.
2. The order may be placed without creating an Account or after logging in to the Account (in the case of a Customer having an Account created on the Website).
3. In order to place an Order via the Website it is necessary to:
  - a) get acquainted with the Products presented on the Website,
  - b) select one or several Products presented on the Website; the selection of Products takes place by adding a specific number of selected Products by selecting the "Add to basket" option,
  - c) log in to the Account (when having an Account on the Website) or filling out the appropriate form provided on the Website by entering the following data: first name, last name, address, telephone number, e-mail address,
  - d) choose the form of payment, method and delivery address for the Products subject to the Order in accordance with the information on the Website,
  - e) accept the Regulations,
  - f) confirm the Order by selecting the "Buy and pay" option.
4. In case of choosing the online payment option via an electronic transfer via the PayU platform, after confirming the Order by selecting the "Buy and pay" option, the Customer will be redirected to the electronic payment page enabling payment for the placed Order.
5. In the course of placing the Order, the Customer may express additional consents to the processing of personal data, including the transmission of commercial information by electronic means or the use of telecommunications terminal equipment for the purposes of direct marketing.
6. Until selecting the "Buy and pay" option, the Customer may modify the entered data, including the Product and its quantity, and may add Products to the basket, delete, increase or decrease their number, and cancel the submission of orders, including filling in the appropriate form.
7. The total price which the Customer is obliged to pay concerning the Order, including the price of the Products selected by the Customer along with delivery costs and other costs, as well as the selected method of delivery will be indicated

during the order placement, including prior confirmation of the Order by selecting the option: “Buy and pay.”

8. Information about the availability of the Product is included in the description of each Product on the Website.
9. Benchmark will confirm the acceptance of the Order after its submission by sending a message to the Customer’s e-mail address provided when placing the Order or when setting up an Account. In the message confirming the acceptance of the Order, Benchmark will inform the Customer about the planned time of completion and delivery of the Order.
10. Along with the confirmation of the acceptance of the Order, Benchmark sends the Regulations to the Customer as a pdf document.
11. As a result of submitting the Order and confirmation by Benchmark, the Sales Agreement between Benchmark and the Customer is concluded.

## §5

1. The prices of Products listed on the Website are gross prices (i.e. including taxes) given in euros. The Product price presented on the Website does include the costs of delivery of the Product. The cost of delivery (shipment) of the Products selected by the Customer covered by the Order are EUR 0, regardless of the chosen method of delivery of the Product, value, size and place of delivery of the Order within the territory of the European Union.
2. The payment of the price for Products ordered through the Website may be made in one of the following ways:
  - a) payment via Blik mobile payment system available 24 hours a day, 7 days a week.
  - b) online payment via electronic transfer via the Imoje platform available at: <https://www.imoje.pl/> 24 hours a day, 7 days a week.
  - c) by bank transfer or payment to the Benchmark bank account; payment should be made within 3 days; the data for the transfer will be sent to the Customer to the e-mail address provided by the Customer immediately after confirming the Order by the Customer by selecting the option: “Buy and pay”.
3. By placing an Order, the Customer selects one of the available payment methods for the Product covered by the Order.
4. Benchmark provides on the Website with up-to-date information on payment methods for ordered Products and related costs.

## §6

1. The Customer who has an Account is able to check the status of the Order after logging into the Account.
2. Available delivery methods for Products subject to the Sales Agreement and delivery dates of the Product are defined on the Website.
3. An order placed via the Website in PLN is delivered only on the territory of the Republic of Poland. An order placed via the Website in EUR is delivered only within the European Union. Deliveries made to countries outside the European Union are priced individually due to transport cost.
4. Orders placed via the Website will be implemented, i.e. they will be prepared and forwarded to deliver to the Customer up to 3 Business Days from the moment of confirmation by the Benchmark Customer acceptance of the Order. The deadline for completing the Order does not include the delivery time of the Product covered by the Order. The delivery time of the shipment containing the Product covered by the Order depends on the chosen method of delivery. The estimated delivery period is indicated on the Website.

## §7

1. Each Customer has the possibility of free access to the content posted on the Website, including in particular texts, photos, and searchable content placed on the Website through the tools provided on the Website and marking the Products as observed using the tools provided on the Website.
2. Content posted on the Website is in Polish, it is possible to provide some or all of the content in another language.
3. In order to access the content placed on the Website, the Customer should enter the Website's Internet address on the browser's website. The agreement regarding the access to the content placed on the Website is made as a result of entering Website's website address or selecting the Website subpage and displaying Website's page or subpage for the duration of Website's or its subpage's use, including viewing the content and terminating it at the moment of discontinuation by the Customer of using the Website or a subpage of the Website.
4. In order to mark the Products as observed using the tools provided on the Website, the appropriate option should be selected when browsing the content available on the Website for a given Product in order to access the Product while using the Website. The Customer may at any time add additional Products as observed, cancel the Product observation or add Products to the shopping cart.



5. The Customer may at any time and without bearing any costs refuse access to the content placed on the Website, by closing the Website or subpages of the Website, as well as by searching its contents.

## §8

1. Through the Website, the Customer can post comments to the texts, materials and opinions presented on the Website, and Benchmark allows their storage on the Website.
2. In order to place a comment on the Website, it is necessary to have an Account, and also to provide the following information when filling out the form to make a comment available: Name and Surname – or previous login to the Account, as well as accepting the Privacy Policy for the Website and Cookies.
3. The comment service is free.
4. Comments published by the Customer are subjective statements of customers.
5. Benchmark moderates all comments to avoid unwanted spam or offensive comments – every new comment is approved by the admin.
6. Benchmark has the right to remove comments posted by customers if they are unlawful, including violating the provisions of Regulations or legal regulations, as well as in case of obtaining official notice or obtaining reliable information about the unlawful nature of data or related activities. Benchmark will inform the Customer about the deletion of comments published by the Customer and the reason for such deletion via the email address of the registered user.
7. Comments published by the Customer may not be unlawful, and in particular may not:
  - a) violate the universally binding law or good morals or rules of social coexistence,
  - b) violate intellectual property rights, copyright and other rights, as well as personal rights of third parties,
  - c) violate the legally protected secrecy, including business secrets,
  - d) contain pornographic, vulgar or offensive content,
  - e) contain advertising content or constitute unsolicited commercial information,
  - f) contain content that is dangerous for the proper functioning of the Website or other information systems,
  - g) call for violation of the law.

## §9



1. Each Customer has the possibility to send a message to Benchmark through the Website, by completing and sending the appropriate form available on the Website.
2. The service referred to in paragraph 1 above is free.
3. In order to send a message to Benchmark via the Website, the Customer should:
4. a) fill out the form available on the Website by providing the following data: name, surname, e-mail address and indicate the content of the message,  
b) accept the privacy policy of the Website and Cookies,  
c) consent to the processing of personal data in order to service the query,  
d) send the completed form by selecting the "Send" option.

By sending a message to Benchmark, the Customer has the possibility to express additional consents to the processing of personal data, including sending commercial information by electronic means or using telecommunications terminal equipment and automated calling systems for direct marketing purposes.

4. Benchmark confirms that the form has been sent with a message via the email address provided by the user.
5. The contract for the provision of service of sending a message to Benchmark is concluded for a definite period – until the Customer sends the appropriate form or ceases to send it. As a result of sending the form, the service of sending the message to Benchmark is executed.
6. The Customer may opt out of sending a message to Benchmark until the form containing the message is sent.

## §10

1. Subject to the provisions of passage 10 of the present paragraph, the Customer being a Consumer has the right to withdraw from the Agreement concluded with Benchmark via the Website, without giving any reason and without incurring costs, within 14 days:  
a) in the case of Sales Agreement – from the date of taking the Product into the possession by the Customer being a Consumer or a third party indicated by the Customer, other than the carrier, however, in case of Sales Agreement, which includes many Products which are delivered separately, in batches or parts, the deadline for withdrawal from the Sales Agreement runs from taking its possession by the Customer being a Consumer or a third party other than the last carrier or Product, batch of products or parts, and in the case of a Sales Agreement which is to deliver Products regularly for a limited period, the period

for withdrawal from the Sales Contract starts from taking possession of the first Product by a Customer who is a Consumer or a third party other than the carrier indicated by the Customer.

b) in the case of the Contract for Provision of the Service – from the date of concluding the Service Provision Agreement.

2. To use the right to withdraw from an Agreement referred to in passage 1 above, the Customer who is a Consumer should inform Benchmark Ltd. with headquarters in Rzeszów, address: Ul. Hanasiewicza 15, 35-103 Rzeszów, phone number: 575 188 088, e-mail: benchk.sklep@gmail.com about its decision to withdraw from the Agreement by way of an unambiguous statement (letter sent by post, fax or e-mail). The statement on withdrawal from the Agreement may be submitted via the form template attached as Appendix No. 1 to present Regulations. It is not obligatory to use the above mentioned template form. To keep the deadline to withdraw from an Agreement, it is sufficient for the Customer being a Consumer to send information regarding the performance of his right to withdraw from an Agreement before the deadline to withdraw from an Agreement.
3. In the event of withdrawal from an Agreement by the Customer being a Consumer on the terms specified in this paragraph, the Agreement shall be considered void.
4. In the event of withdrawal from an Agreement by the Customer being a Consumer on the terms specified in this paragraph, Benchmark shall reimburse to the Customer being the Consumer payments received from him, including the costs of delivering the Product (except for additional costs resulting from the Customer's chosen method of delivery other than the cheapest delivery method offered by Benchmark), immediately, and in any case not later than within 14 days from the date Benchmark receives the statement about withdrawal from an Agreement from the Customer being a Consumer. The Customer bears the cost of returning the goods. Should the Customer decide to return the Product after it being delivered to him, he shall bear the cost of sending the Product both ways.
5. If the Customer who is a Consumer withdraws from the Agreement on the terms specified in this paragraph, Benchmark shall return the payment using the same method of payment used by the Customer, unless the Customer has explicitly agreed to a different method of return that does not involve additional costs.
6. Benchmark may withhold reimbursement of payments received from the Customer who is a Consumer until receipt of the Product back or delivery proof, depending on which event occurs first.

7. The returned Product shall not bear any traces of use or assembly and should be returned in the original, undamaged packaging.
8. In the event of withdrawal from an Agreement under the terms specified in this paragraph, the Customer who is a Consumer is obliged to return the Product. In this case, the Customer is obliged to return the Product to Benchmark Ltd. to the following address: ul. Hanasiewicza 15, 35-103 Rzeszów or give it to the person authorized by Benchmark to collect it immediately, but not later than within 14 days from the day on which the Customer withdrew from an Agreement. To preserve the above deadline it is enough to send back the Product before the expiry of the above-mentioned term.
9. The Customer being a Consumer withdrawing from the Agreement on the terms specified in this paragraph is obliged to incur direct costs of returning the Product. The amount of these costs for orders delivered to the territory of Poland is estimated at a maximum of about PLN 100 (in words: one hundred zlotys). For foreign orders, the amount of these costs is determined individually for each client.
10. The Customer who is a Consumer is not entitled to withdraw from the Service provided through the Website:
  - a) Agreement on Provision of Services, if Benchmark performed the full service with the expressed consent of the Customer who is a Consumer who was informed before the provision that after providing the benefit by Benchmark the Customer will lose the right to withdraw from the Agreement on Provision of Services,
  - b) in which the subject of the service is a non-prefabricated item, manufactured according to the Customer's specification or serving to satisfy his individual needs,
  - c) in which the subject of the service is a rapidly deteriorating item or one having a short shelf-life,
  - d) in which the subject of the service is a product delivered in a sealed package, which after opening the packaging cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery,
  - e) in which the subject of the service are things that, after delivery, due to their nature, are inseparably connected with other things,
  - f) to deliver newspapers, periodicals or magazines, with the exception of the subscription agreement,
  - g) for the supply of digital content that is not recorded on a material medium, if performance it began with the expressed consent of the Customer being a

Consumer before the deadline for withdrawal from the Agreement for the provision of Services and after informing him by Benchmark about the loss of the right to withdraw from the Agreement for the provision of Services.

11. The customer who is a consumer has the opportunity to use extrajudicial ways to handle complaints and redress. Benchmark informs that at the following address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL> the ODR platform is available, constituting an online system of dispute resolution between consumers and entrepreneurs, through which the Customer who is a Consumer may lodge a complaint in connection with the Agreement.

12. The provisions of this paragraph do not apply to a Customer who is not a Consumer.

## §11

1. The Customer may submit complaints to Benchmark regarding matters related to the usage of the Website, including those regarding the Services.
2. The complaint can be submitted:
  - a) in writing to the following address: ul. Hanasiewicza 15, 35-103 Rzeszów,
  - b) via email to the following address: [benchk.sklep@gmail.com](mailto:benchk.sklep@gmail.com),
  - c) by the phone at the phone number 575 188 088.
3. Complaints will be considered within 14 days from the date of lodging the complaint. Within this period, Benchmark will provide the Client with a written or otherwise specified decision regarding recognition or non-acceptance of the complaint.
4. We recommend that the complaint contains the following data: name and surname, contact details of the person lodging the complaint, description of the complaint, description of the irregularity, place and date of its occurrence/statement, claim for complaint.

## §12

1. Benchmark is required to deliver Products without defects.
2. Under the Agreement, in particular for the defects of the purchased Product, Benchmark is liable towards the Customer in the scope specified in the Act of April 23th, 1964. The Civil Code (i.e. Journal of Laws of 2018, item 1025, as amended), in particular in art. 556 – art. 576 of the above Act.
3. Benchmark is liable to the Customer if the Product has a physical or legal defect (warranty).

4. A physical defect is the incompatibility of the delivered Product with the Sales Agreement, which may in particular be based on the fact that the Product:
  - a) does not have properties that this kind of thing should have because of the purpose marked in the contract or resulting from the circumstances or destination,
  - b) does not have properties about which existence Benchmark assured the customer, including presenting a sample or pattern,
  - c) is unsuitable for the purpose of which the Customer informed Benchmark on the conclusion of the Sales Agreement, and Benchmark did not raise any objection to such purpose,
  - d) was delivered to the Client incompletely.
5. Benchmark is liable under the warranty for physical defects of the Product, which existed at the time of transfer of the danger to the Customer or resulted from the reason inherent in the sold Product at the same time.
6. If the Customer is not a Consumer, he loses the warranty rights if he has not examined the Product in time and in a manner acceptable to such things and did not promptly notify Benchmark about the defect, and if the defect appeared only later – if he did not notify Benchmark immediately after its finding unless Benchmark knew about the defect or assured a non-Consumer Customer that the defects do not exist. To comply with the above-mentioned deadline, it is sufficient to send a notification about the defect before its expiry.
7. In the case of the Customer performing the rights under the warranty, he should deliver the Product to Benchmark at the following address: ul. Hanasiewicza 15, 35-103 Rzeszów. If, due to the type of Product, the Customer's delivery of the Product would be excessively difficult, the Customer is obliged to provide access to the Benchmark Product at the place where the Product is located.
8. Benchmark guarantees the quality of the Product. Information about the guarantee granted, including the content of the guarantee, the warranty period and methods of exercising the rights from the guarantee, can be found on the Website at the description of each Product. The customer may perform the rights under the warranty regardless of the rights arising from the guarantee.

## §13

1. Benchmark informs about the risks associated with the use of the Services by placing relevant information in the Website's privacy policy and Cookies.
2. In order to ensure the safe use of the Website, including shared data, Benchmark recommends using up-to-date and legitimate antivirus software.

## §14

1. The administrator of personal data of clients within the meaning of art. 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), referred to as: "RODO" is Benchmark Ltd, ul. Hanasiewicza 15, 35-103 Rzeszów, e-mail: benchk.sklep@gmail.com, phone number: 575 188 088.
2. Personal data processed by Benchmark was obtained from the Customer when using the Services, including opening an Account and placing Orders, and may come from entities performing payments for Orders placed via the Website.
3. The categories of personal data obtained by Benchmark are identification data (including name, surname), contact details and address data.
4. Customers' personal data is processed in order to:
  - a) conduct marketing and information activities about Benchmark, as well as to handle inquiries addressed to Benchmark, and the legal basis for the processing is art. 6 of the Act 1 lit. a) RODO (consent),
  - b) the conclusion and implementation of Sales Agreement or Agreement on the provision of electronic services, as well as taking action before the conclusion of the Agreement, and the legal basis for processing is art. 6 of the Act 1 lit. b) RODO (contract or actions taken before the conclusion of the Agreement),
  - c) fulfill the obligations resulting from the provisions of law in the field of financial reporting and tax law, as well as consider complaints, and the legal basis for the processing is art. 6 par. 1c) GDPR in connection with legal provisions imposing on the Administrator of personal data obligations in the scope of handling complaints, tax law, financial reporting,
  - d) establishing and pursuing claims, as well as defence against claims (in the case of termination of cooperation with the client), and the legal basis for processing is art. 6 of the Act 1 lit. f) RODO (the legitimate interest of the administrator of personal data in the form of the possibility of pursuing claims and defending against claims).
5. Customer's personal data may be provided to entities providing IT services to Benchmark, transport and postal services, entities servicing payments for orders placed via the Website, entities providing legal services, and debt collection companies, as well as other entities to whom Benchmark entrusted processing

personal data based on concluded agreements and entities authorized to obtain personal data on the basis of legal provisions.

6. Customers' personal data will be stored:
  - a) in the case of data processing for marketing and information purposes – for a period from the moment of consent to the time of its withdrawal or the processing goals,
  - b) in the case of handling queries addressed to the Administrator – for a maximum of 3 years from the end correspondence,
  - c) in the case of a concluded Agreement or taking action before the conclusion of the contract – for the period necessary to conclude the contract, and in the case of its conclusion for the duration of the contract concluded with Benchmark, and after the termination of such actions or contracts until the expiry of the period of limitation of claims arising from provisions of the Civil Code, unless the period resulting from the provisions of law in the field of financial reporting and tax law imposing on Benchmark the obligation to keep records is longer (then the period of data storage is determined in accordance with point d) below,
  - d) for processing data to fulfill the obligation in accordance with the legal regulations in the field of financial reporting and tax law – for a period resulting from legal provisions imposing on Benchmark obligations in the field of financial reporting and tax law,
  - e) in the case of data processing for the purpose of establishing and pursuing claims, as well as against claims based on the legitimate interest of the administrator – until the time limits set forth in the Civil Code,
  - f) have expired or until the data is effectively removed (if this right can be effectively exercised).
7. The Customer has the right to request from Benchmark the access to personal data relating to the Customer, rectification, deletion or limitation of processing.
8. The customer has the right to transfer data.
9. The customer has the right to object to the processing of data.
10. The customer has the right to file a complaint to the supervisory body (i.e. to the President of the Office for Personal Data Protection).
11. In certain situations specified above, Benchmark processes Customer's personal data based on expressed consent. In such a case, the customer has the right to withdraw his consent at any time. The withdrawal of such consent shall not affect the lawfulness of the processing which was carried out on the basis of the consent expressed prior to its withdrawal.



12. Providing personal data by the customer is voluntary. If personal data is provided for the purpose of concluding and implementing the Sales Agreement, including the use of the Services, entering personal data is a contractual obligation. Failure to provide personal data may hinder or prevent the provision of Services or the conclusion and implementation of the Sales Agreement.
13. Customer's personal data will not be processed in an automated manner, including profiling.
14. The website uses cookie files for purposes within the scope and on the terms set out in the privacy policy of the Website and Cookies. Cookies are not collecting personal data or otherwise interfering with the client's IT system, including installed software, and can be removed at any time. The customer may refuse to accept the use of cookies.

## §15

1. In matters not covered by the Regulations, the applicable provisions of generally applicable law shall apply.
2. The provisions of the Regulations do not limit or exclude any rights of the Customer being a Consumer resulting from generally applicable provisions of law.
3. The Regulations are made available free of charge in a way that allows it to be obtained, reproduced, saved and printed.
4. The competent court to resolve disputes between Benchmark and a non-Consumer customer that result from the use by the Customer who is not a Consumer from the Website, including the Services, is the court competent for the Benchmark registered office.
5. In the event of any discrepancy between the language versions, the Polish version of the regulations shall be decisive.

Regulations come into force on 01/02/2019.