

TERMS AND CONDITIONS OF THE LASER TAG POZNAŃ WEBSITE

The Website available at the internet address: www.lasertagpoznan.pl, administrated by Olivier Śmigielski, running his business under the business name LASER TAG OLIVIER ŚMIGIELSKI, entered in the Register of Entrepreneurs of the Central Register and Information on Economic Activity conducted by the Minister of Economy at Stobnicka 53, 60-480 Poznań, NIP: 7811882078, REGON: 302300085.

1. [general provisions]

These Terms and Conditions define the rules for Users' use of the Website's Electronic Services and the complaint procedures regarding the functioning of the Website.

2. [definitions]

Terms used in the Terms and Conditions are to be interpreted as following:

- a. Terms and Conditions** - the Terms and Conditions of Laser Tag Poznań Website,
- b. Website** - the website used for the provision of services by electronic means, available at www.lasertagpoznan.pl,
- c. Laser Tag Poznań** – the administrator of the Website is Olivier Śmigielski, running a business activity under the business name LASER TAG OLIVIER ŚMIGIELSKI, entered in the Register of Entrepreneurs of the Central Register and Information on Economic Activity kept by the Minister of Economy at Stobnicka 53, 60-480 Poznań, NIP 7811882078, REGON 302300085,
- d. User** - Entrepreneur, Consumer or Sole Trader using the services of the Website provided by Laser Tag Poznań by electronic means,
- e. Entrepreneur** - User who is an entrepreneur within the definition of Article 43[1] of the Polish Civil Code,
- f. Consumer** - User who is a natural person, performing a legal transaction with Laser Tag Poznań, not directly related to their business or professional activity (article 22[1] of the Polish Civil Code),
- g. Sole Trader**- User who is a natural person entering into a legal transaction with Laser Tag Poznań directly related to their business activity, provided that the nature of this agreement indicates that it is not of a professional nature for this person. This is determined in particular by the scope of their business activity as made available under the provisions on The Central Register and Information on Economic Activity,
- h. The Agreement for the provision of services by electronic means** - an agreement between the User and Laser Tag Poznań under the provisions of the Terms and Conditions,
- i. Service** - the service presented by Laser Tag Poznań on the Website,
- j. Electronic Service** - a service provided by Laser Tag Poznań to the User by electronic means via the Website,
- k. Contact Form** - Electronic Service, an interactive form available on the Website, allowing to send enquiries and messages to Laser Tag Poznań,

- l. Newsletter Form** - Electronic Service that allows the User to request Laser Tag Poznań to send commercial information to an email address provided by the User,
- m. Working Days** - days from Monday to Saturday excluding public holidays;
- n. Force Majeure** - an external event beyond the control of the parties to a legal relationship, the occurrence of which could not have been reasonably foreseen and prevented by the party affected by the Force Majeure, and which permanently or temporarily prevents the party from exercising its rights or fulfilling its obligations, particularly under the legal relationship in question,
- o. The Polish Civil Code** - Act of April 23, 1964. - Civil Code (consolidated text: Journal of Laws 2023, item 1610, as amended),

3. [contact details]

- 3.1** Contact details of Laser Tag Poznań:
address: ul. Stobnicka 53, 60-480 Poznań,
email address: office@lasertagpoznan.pl,
phone number: +48 570 931 931,
- 3.2** The User may contact Laser Tag Poznań using the contact details indicated above or via the Contact Form.
- 3.3** The User may contact Laser Tag Poznań by phone from 10 AM to 6 PM on Working Days and send enquiries via email or Contact Form without time limitation. Laser Tag Poznań will exercise due diligence to respond promptly, no later than 7 Working Days.

4. [technical requirements]

- 4.1.** In order to use the Service it is necessary to:
 - use a data terminal equipment with Internet access, have the latest version of a web browser with Cookies and Java Script enabled,
 - an active email account.
 - a program to read and write PDF files,
- 4.2.** The use of third-party software or applications affecting the functionality of the browsers listed in section 4.1 above may impact the proper functioning of the Website. Therefore, it is recommended to disable such software while using the Website.

5. [general information]

- 5.1.** Laser Tag Poznań, as the administrator of the Website, provides Electronic Services to users via the Website, enabling them, among other things, to send enquiries via the Contact Form, order a Newsletter Service, redirect to external social networks and to an external website where game results are made available.
- 5.2.** The User should:
 - a.** use the Website for its intended purpose,
 - b.** refrain from providing content of an unlawful nature, including promotion of violence, defamation or infringement of the personal rights and other rights of third parties,

- c. refrain from any activity that might interfere with the Website's proper functioning,
in particular:
 - interfering with the use of the Website by other Users, including preventing its use,
 - interference with the content or technical nature of the Website,
 - sending unsolicited commercial communications (SPAM) via the Website or posting it on the Website,
 - d. use the Website exclusively for their own use.
- 5.3.** Laser Tag Poznań shall not be liable for disruptions including interruption of the functioning of the Website caused by Force Majeure, the actions of third parties or the incompatibility of the Website with the User's technical infrastructure.
- 5.4.** In the event that the Website does not work properly, or if errors or technical problems occur, the User should report this to Laser Tag Poznań. Laser Tag Poznań will immediately attempt to restore the proper functioning of the Website.
- 5.5.** All content published on the Website, including but not limited to trademarks, images and descriptions, is protected by law and use of such content requires the written consent of Laser Tag Poznań under pain of nullity.
- 6. [sending enquiries via the Contact Form]**
- 6.1.** Laser Tag Poznań provides a Contact Form on the Website, allowing the User to send enquiries.
- 6.2.** The submission of an enquiry via the Contact Form is free of charge.
- 6.3.** Submitting an enquiry involves:
- a. filling in the information fields in the Contact Form by providing identification data, an email address and a phone number, which enables contact with and the sending of a message to Laser Tag Poznań,
 - b. clicking on the 'Send' icon,
 - c. before submitting an enquiry, the User may be asked to indicate their consent to receive information by electronic means about the Products and Services offered by Laser Tag Poznań,
 - d. before submitting an enquiry, the User shall read the layered information clause and the Privacy Policy provided on the Website [<https://lasertagpoznan.pl/polityka-prywatnosci/>].
- 6.4.** The provision of identification data, phone number and email address is voluntary, although necessary in order to receive an answer to an enquiry.
- 6.5.** The User is not allowed to use other people's email addresses. Laser Tag Poznań is not liable for activities carried out by persons not authorised to use the provided email address.
- 6.6.** Only a duly authorised natural person with full legal capacity may submit enquiries via the Contact Form on behalf of and for the Entrepreneur, the Consumer or the Sole Trader, as well as make any declarations of intent and knowledge in electronic form.

6.7. From the moment of the sending of the request, an Agreement for the provision of services by electronic means is concluded between Laser Tag Poznań and the User. The Agreement is in accordance with the conditions specified in the Terms and Conditions. The Agreement for the provision of services by electronic means is concluded for a limited period of time, which is needed to make an enquiry.

7. [ordering the Newsletter service]

7.1. Laser Tag Poznań provides Users with the possibility to subscribe to a Newsletter service through the Website, under which commercial and marketing information regarding the Services and Electronic Services is sent.

7.2. The use of the Newsletter service is free of charge.

7.3. Ordering the Newsletter service consists of:

- a. filling out the information fields in the Contact Form made available on the Website,
- b. clicking on the 'Send' icon,
- c. before submitting an enquiry, the User shall read the layered information clause and the Privacy Policy made available on the Website.

7.4. The User is not allowed to use other people's email addresses. Laser Tag Poznań is not liable for activities carried out by persons not authorised to use the provided email address.

7.5. Upon ordering the Newsletter service, between Laser Tag Poznań and the User an Agreement for the provision of services by electronic means is concluded, on the terms specified in the Terms and Conditions. The Agreement for provision of services by electronic means is concluded for an indefinite period of time with the possibility of withdrawing consent for the Newsletter at any time.

7.6. Unsubscribing from the Newsletter can be done without giving any reason and at any time by using the unsubscribe link included in the Newsletter, as well as by sending an email or letter to the address of Laser Tag Poznań , indicated in point 3.2 of these Terms and Conditions.

8. [Redirection to external social networks]

8.1. Laser Tag Poznań provides on its Website the possibility to access external social media sites, in the form of Facebook, Instagram and YouTube.

8.2. The use of this Service is free of charge.

8.3. The use of the Service consists of:

- a. clicking on the icon of the given social media platform made available on the Website,
- b. automatic redirection of the User to an external social media platform.

8.4. At the moment of clicking on the icon of the social media site, an Agreement for the provision of electronic services is concluded between Laser Tag Poznań and the User. The Agreement is made in accordance with the terms specified in the Terms and Conditions and is terminated when the User is redirected to an external website.

9. [Redirection to an external website where game results are made available]

- 9.1.** Laser Tag Poznań provides on its Website the possibility to visit an external website where the results of the games are published.
- 9.2.** The use of this Service is free of charge.
- 9.3.** The use of the Service consists of:
- a.** clicking on the icon indicating the selected month of the calendar year in which the game took place,
 - b.** automatic redirection of the User to an external website where the results of the games are made available.
- 10.** At the moment of clicking on the icon of the selected month, an Agreement for the provision of electronic services is concluded between Laser Tag Poznań and the User. The Agreement is made in accordance with the terms specified in the Terms and Conditions and is terminated when the User is redirected to an external website.

11. [right of withdrawal]

- 11.1.** The User who is a Consumer or a Sole Trader may withdraw from the Agreement for the provision of services by electronic means within 14 days of its conclusion without giving any reason.
- 11.2.** To effectively withdraw from the Agreement for the provision of electronic services, the User must submit a statement of withdrawal by mail or via the email address provided in section 3.3 to Laser Tag Poznań. The User may use the withdrawal form, which is Annex [1] to these Terms and Conditions, although this is not obligatory. If the withdrawal statement is sent to an email address, Laser Tag Poznań shall immediately send confirmation of receipt of such information by email, to the email address provided by the User.

12. [personal data protection]

Laser Tag Poznań processes Customers' personal data on the basis of applicable law and the Privacy Policy published on the Website.

13. [User's rights and obligations]

- 13.1.** The User is obliged to use the Website in accordance with applicable law and the provisions of the Terms of Use.
- 13.2.** The User bears sole responsibility for any damages resulting from their behaviour that is in violation of the law or the provisions of the Terms and Conditions.

14. [complaints concerning the provision of Electronic Services]

- 14.1.** Complaints relating to the provision of Electronic Services by Laser Tag Poznań can be submitted in writing or via email to the address of Laser Tag Poznań indicated in point 3.3. above.
- 14.2.** The complaint should include:
- o a description of the subject of the complaint, in particular its type, circumstances and an indication of the date on which the irregularity occurred;
 - o contact details of the complainant.
- 14.3.** Laser Tag Poznań will promptly handle the complaint, no later than within 14 days, and in justified cases, within 30 days from the day of its submission. A

response to the complaint will be sent by the same means of communication as the complaint was submitted.

15. [out-of-court methods of handling complaints and pursuing claims].

- 15.1. The Consumer has the right to use out-of-court methods of handling complaints and pursuing claims. For this purpose, the Consumer may submit their complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.
- 15.2. The Consumer is entitled to apply to a permanent arbitration consumer court operating at the Trade Inspection to resolve a dispute arising from the concluded Agreement for provision of electronic services.
- 15.3. The Consumer is entitled to apply to the provincial inspector of the Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute.
- 15.4. The Consumer may obtain free assistance in resolving a dispute using also the free assistance of a district (city) consumer ombudsman or a social organisation whose statutory tasks include the protection of consumers (e.g. the Consumers' Federation, the Polish Consumers' Association).
- 15.5. Detailed information regarding the possibility for the Customer to use out-of-court methods of handling complaints and pursuing claims, as well as the rules for accessing these procedures, is available at the offices and websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include the protection of consumers, Voivodship Inspectorates of Trade Inspection and at the following internet addresses:
<https://www.uokik.gov.pl>
<https://uokik.gov.pl/pomoc-dla-konsumentow>
<https://www.rf.gov.pl>

16. [final provisions]

- 16.1. In matters not regulated by the Terms and Conditions, the provisions of Polish law shall apply.
- 16.2. The Terms and Conditions are available in Polish and English. In case of discrepancies, the Polish language version shall prevail.

Annex [1]

TEMPLATE OF THE AGREEMENT WITHDRAWAL FORM

(the form must be completed and sent back only if the Client, being a Consumer or a Sole Trader, wishes to withdraw from the Agreement)

name of the Customer

Customer's email address

....., on

LASER TAG OLIVIER ŚMIGIELSKI

Stobnicka 53

60-480 Poznań

Email: office@lasertagpoznan.pl

Phone: +48 570 931 931

WITHDRAWAL FROM THE AGREEMENT

I hereby withdraw from the Agreement for the provision of services by electronic means relating to _____

(Client's signature)
