

# Poland

## Sotheby's

INTERNATIONAL REALTY

Nowy Świat 6/12  
Warszawa, 00-504 Poland  
t + (48) 22 218 18 19  
poland-sothebysrealty.pl  
kontakt@poland-sothebysrealty.pl

# Terms for the website of Poland Sotheby's International Realty

## I. GENERAL PROVISIONS

These "Terms for the website of Poland Sotheby's International Realty" specify terms and conditions for free of charge use of the website of Poland Sotheby's International Realty, where Poland Sotheby's International Realty places information concerning real estate.

## II. DEFINITIONS

The terms used in the "Terms for the website of Poland Sotheby's International Realty" shall have the following meaning:

**Poland Sotheby's International Realty** – the specialist branch of Home Broker S.A.

**Home Broker** – Home Broker S.A. based in Warsaw, ul. Przyokopowa 33, entered into the National Court Register under KRS number 386307, for which the register records are maintained by the District Court for the capital city of Warsaw, the 13th Commercial division, with the share capital of PLN 9,800,000, fully paid up, REGON: 141012293, NIP 527-254-59-11, that is the creator and owner of the Internet website, authorised to operate its content.

**Website** – the website owned by Poland Sotheby's International Realty, devoted to real estate.

**Website content** – materials, specifically information, advertisements, articles and Users contact forms available made available under the terms and conditions set out in these "Terms for the website of Poland Sotheby's International Realty".

**Terms** – these Terms for the website of Poland Sotheby's International Realty.

**User** – any person that uses content of the website in the scope provided in these Terms.

## III. RULES FOR USERS ACCESS TO WEBSITE CONTENT

1. The access to the Website is not dependent on the User's compliance with any formalities, specifically the access does not require any form of registration.
2. Poland Sotheby's International Realty recommends the following browsers to use the Website:
  - MS Internet Explorer from 8.0,
  - Mozilla Firefox from 3.0,
  - Chrome from 10.0,
  - Opera from 10.0.

Users should have cookies and JavaScript turned on.

## IV. OBLIGATIONS OF POLAND SOTHEBY'S INTERNATIONAL REALTY

Poland Sotheby's International Realty provides Users with access to the Website contents free of charge for an indefinite period of time.

## V. OBLIGATIONS OF THE USER

1. The User shall use the Website in accordance with law regulations, provisions of Terms and good practices.
2. The User may use the Website content only for personal purposes, which specifically means that no data and materials contained in the Website, both protected by copyright and otherwise, may be used for the purposes of the User's business.

## VI. LIABILITY OF THE PARTIES

1. Poland Sotheby's International Realty represents that materials and information that constitutes the Websites content are collected and edited with due diligence. The presented information does not form an offer in the meaning of Art. 66 and 71 of the Civil Code (J. L. 1964, number 16, item 93). The plans of the premises are only approximate and illustrative. Some advertisements, instead of or next to photographs of premises, include also exemplary visualizations of interior design. Poland Sotheby's International Realty defaults any liability for the User's decisions made on the basis of the information available on the Website.
2. Furthermore, Poland Sotheby's International Realty defaults any liability for any failures to access the Website due to telecommunication systems failure or any other consequences of faulty operation of telecommunication systems and any damage caused thereby.

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### VII. PERSONAL DATA PROCESSING

1. Home Broker shall process the User's personal data in accordance with relevant consents given by the person whose data is concerned, expressed by ticking a relevant box in the form:
  - a) in the scope necessary to offer products and services of entities that cooperate with Home Broker S.A., specifically within the real estate agency operations carried out by the Specialist Branch of Poland Sotheby's International Realty,
  - b) to provide commercial information, pursuant to Art. 10(2) of the Act on Providing Electronic Services of 18 July 2002 (J. L. 2013, item 1422, as amended).
2. The administrator of your personal data is Home Broker S.A. based in Warsaw (01-208), ul. Przykopywa 33. Your personal data shall be processed for contact and for marketing purposes, including – if you consent – advertisement of products and services of entities that cooperate with the administrator, and providing commercial information. Separately you may consent to your personal data being made available to other entities that cooperate with the administrator. Your personal data shall be also processed for the archiving purposes. You provide their personal data on a voluntary basis. You may access your personal data and correct them.
3. Pursuant to Art. 7(5) of the Personal Data Protection Act, the User may at any time withdraw their consent for processing their personal data by the Data Administrator. To execute the right, the User must e-mail a relevant request to kontakt@polandsothebysrealty.pl, giving at least the User's full name.
4. By ticking the relevant box in the registration form, the User may agree or disagree for receiving commercial information through electronic media, in compliance with the Act on Providing Electronic Services of 18 July 2002 (J. L. 2013, item 1422, as amended). Users who agreed for receiving commercial information through electronic media may at any time withdraw their consent. To execute the right to withdraw the consent to receive commercial information, the User must e-mail a relevant request to (kontakt@polandsothebysrealty.pl), giving at least the User's full name.
5. In the interest of the quality of services all telephone conversations with consultants are recorded.

### VIII. FINAL PROVISIONS

1. These Terms function as general terms and conditions for contracts within the meaning of the Civil Code.
2. Any amendments to these Terms shall be made available to Users on the Website.
3. Any comments or queries related to the Website may be referred to the headquarters of Poland Sotheby's International Realty or to the following address: kontakt@poland-sothebysrealty.pl.
4. Any complaints related to the Website shall be filed via e-mail to: kontakt@polandsothebysrealty.pl.
5. Responses to complaints shall be sent by mail or by e-mail within 14 days after Poland Sotheby's International Realty explains the event which a given complaint concerns. Complaint handling procedure should be completed within 2 months upon the complaint notification.