

**Terms and Conditions of  
"MySTAMP" service**

## § 1 General Provisions

1. Poczta Polska S.A. (with registered office in Warsaw, ul. Rodziny Hiszpańskich 8, 00-940 Warsaw, registered in the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division, under the following number: 0000334972, NIP [Tax Identification Number]: 525-000-73-13, REGON [National Business Register Number]: 010684960, share capital: PLN 774,140,000, paid in full) offers to provide the stamp preparation service "MySTAMP", hereinafter referred to as "MySTAMP" service" to the customers against payment. The service consists in imprinting the graphic design submitted by the customer on the blank postage stamp.

2. These Terms and Conditions shall specify the conditions and rules for the provision of the "MySTAMP" service, as well as the liability for non-performance or improper performance of commissioned services.

3. The Terms and Conditions for the "MySTAMP" are available at post offices and on-line at [www.poczta-polska.pl](http://www.poczta-polska.pl) and [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl).

## § 2 Definitions

Definitions used in these Terms and Conditions shall mean:

1) **BMF** - Marketing and Philately Office (Biuro Marketingu i Filatelistyki) – unit at the Head Office of Poczta Polska S.A. in charge of the implementation of the "MySTAMP" service.

2) **BRDH** – Retail Sales Activity Development Department (in Polish: Biuro Rozwoju Działalności Handlowej) – an organizational unit at Poczta Polska Headquarters managing the execution of the personalized stamp imprinting service,

3) **Price List**- Price List for the "MySTAMP" service, introduced by internal legal act of Poczta Polska S.A.

4) **customer** – legal or natural person or unincorporated entity providing the graphic design and ordering the service pursuant to the Terms and Conditions.

4a) **consumer (individual customer)** – natural person ordering the MySTAMP service (personalised stamp imprinting) from Poczta Polska S.A., for purposes that are not directly related to the consumer's business or professional activity.

5) **"MySTAMP"** - postage mark, not being a postal stamp, used to confirm payment for postal service provided by Poczta Polska S.A., including information about the fees for postal service, expressed in the form of Arabic numerals or roman letters or by reference to weight and category of mail item and a printed, transmitted by the Customer, Graphic design that meets the specifications set out in Section 4 of the Terms and Conditions and in accordance with the provisions of generally applicable law.

6) **payment "in arrears"** - the payment of the fee for "MySTAMP" service after its completion - a form of payment available only for a single order of more than 100 sheets of postage paid mark templates, and for customers with whom Poczta Polska SA has a written contract for other postal services,

7) **payment "in advance"** - the payment of a fee for "MySTAMP" service before its start - a form of payment available to all customers who have made a different order than those specified in § 5.3,

8) **Personalization** -printing on the postage module the graphic design supplied by the Customer.

9) **postal outlet** - an organizational unit of Poczta Polska SA operating within a territory range (a post office or a branch of the post office) accepting orders for "MySTAMP" service, delivering shipments containing "MySTAMP" products and performing other tasks set out in the relevant provisions of Poczta Polska SA.

10) **Graphic design** - uploaded by the Customer printing design containing drawings, photographs, captions or other content (logo, trademark). The Graphic design cannot consist in just a background and graphics in the form of dots, crosses, micro text in bright color mimicking the background pattern of the postage mark.

11) **Terms and Conditions** -Terms and Conditions of the "MySTAMP" service.

12) **SOZ** – Customer Service Section (Sekcja Obsługi Zamówień) in Lublin, ul. Wacława Moritza 2, 20-900 Lublin – internal unit of Poczta Polska S.A. that accepts and implements the order for the service,

13) **Sales staff**– personnel of the Business and Corporate Client Office (Biuro Klienta Biznesowego i Instytucjonalnego) – unit at the Head Office of Poczta Polska S.A. in charge of accepting orders for the “MySTAMP” service from non-consumer customers.

14) **Blank postage stamp** – unprinted perforated area being a part of the sheet of stamps, containing information about the amount of the fee for the postal service and information identifying the postal operator (inscription reading “Poczta Polska S.A.”), to be imprinted with the graphic design submitted by the customer.

14a) **Sheet of stamps** – form in which postage stamps are sold, containing 9 blank postage stamps to be imprinted with the graphic design submitted by the customer.

15) [www.poczta-polska.pl](http://www.poczta-polska.pl) – Poczta Polska S.A. website including the active ordering form for "MySTAMP" which may be used to order the service.

16) [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl) – Poczta Polska S.A. website including the active ordering form for "MySTAMP", which may be used to order the service.

### **§ 3**

#### **Ordering services**

1. Orders for the “MySTAMP” service may be placed:
  - 1) at postal outlets;
  - 2) by mail to the address of the SOZ;
  - 3) by e-mail at: [personalizacja@poczta-polska.pl](mailto:personalizacja@poczta-polska.pl);
  - 4) online at: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl);
  - 5) via sales staff – by submitting a filled-out order form and other documents to the sales staff.
2. The ordering form sample is attached as Appendix 1A to these Terms and Conditions.
3. The smallest unit that can be ordered is 1 sheet containing 9 blank postage stamps with the imprinted graphic design.
4. Unprinted sheets of postage paid mark templates or single, unprinted postage paid mark template are not available for sale and cannot be used to pay for the postal services in domestic and international traffic.
5. The order for the service shall not be accepted unless the customer submits a duly filled-out order form with a graphic design conforming to the requirements of § 4 paragraphs 2 and 3 of the Terms and Conditions, subject to paragraph 11.
6. Orders placed by mail to SOZ address, e-mail or by Internet are acknowledged by SOZ by phone or e-mail.
7. Order processing starts after the customer pays the fee for the service (using one of the methods indicated in § 5 paragraph 1 or – in the case of orders submitted by the customers referred to in § 5 paragraph 4 – after the payment reliability of the customer regarding the contracts concluded with Poczta Polska S.A. for other postal services provided to the customer is verified and after the SOZ verifies and confirms, by phone or e-mail, that the graphic design submitted by the customer has been accepted for imprinting). The payment reliability of the customer is verified at the relevant units of Poczta Polska S.A. by determining the history of payments made by the customer in the last 12 months and information about outstanding overdue payments or lack thereof.
8. The date of payment shall be the date the bank account of Poczta Polska SA is credited or cash is paid at the postal outlet, or the money order received by SOZ.
9. Order processing begins after receiving the due payment for the service (by one of the methods referred to in Section 5.1) and after verifying and confirming by SOZ, over

the phone or e-mail, the acceptance for printing of the Graphic design submitted by the Customer.

10. The content of the Graphic design uploaded by the Customer may not violate universally applicable laws and rules. The Customer acknowledges each time on the order that the submitted materials do not infringe the copyright, property rights, related rights and personal rights and rights to the image of third parties, as well as any forms of creative activity protected by law. The Customer represents and warrants that he is liable for the submitted statement and shall pay all reasonable claims of persons whose rights have been violated in accordance with his statement.

11. Poczta Polska S.A. reserves the right to refuse to perform the service if the contents of the graphic design submitted by the customer, in particular:

- 1) are defamatory, misleading, offensive or obscene or are offensive to religious feelings or to social groups, ethnic groups or other groups;
- 2) advertise alcohol, cigarettes, narcotics or other recreational substances;
- 3) advertise services competitive to the services provided by Poczta Polska S.A. or advertise entities competing with Poczta Polska S.A.;
- 4) do not meet the graphic design requirements defined in § 4 paragraphs 2 and 3;
- 5) are not suitable to be imprinted on a postage stamp for any reasons other than those indicated in items 1, 2 and 3, particularly due to a violation of the generally applicable law known to Poczta Polska S.A. and principles of community life, in particular regulations concerning copyright and protection of personal rights.

12. Employee receiving the order assesses, whether the proposed Graphic design is consistent with the law, does not violate legally protected personal rights, copyright, and whether it may appear on the postage. In case of doubt the employee shall have the right to refuse the order.

13. If the orders are placed at a postal outlet or through the sales staff, a printout of the graphic design to be imprinted shall be submitted so that it can be initially assessed by the employee taking the order. If the orders are placed by mail to the address of the SOZ, by e-mail at [personalizacja@poczta-polska.pl](mailto:personalizacja@poczta-polska.pl) or online at [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl), the initial assessment shall be done by the employee taking the order.

14. SOZ, after checking the content and quality of the Graphic design, shall take a final decision on the execution of the order or shall make additional arrangements with the Customer.

14a. If the customer is a consumer, and the order has not been placed at a postal outlet, the SOZ shall – after confirming the implementation of the order – send a

summary of order conditions and a copy of the Terms and Conditions to the consumer by mail or e-mail.

15. Commissioning the execution of the services, the customer may order one or more sheets of "MySTAMP".

16. The Customer may order printing from 1 to 3 different graphic designs on Blank postage stamps on one commercial sheet, in accordance with the principle that all the sheets, commissioned to printing in a single order, shall be printed in the same way.

17. When ordering the service, the customer confirms in the order form that it has read and agreed to these Terms and Conditions. The order shall not be accepted if the above-mentioned confirmation stating that the customer has read and agreed to the Terms and Conditions is missing in the order form.

#### **§ 4**

#### **Required technical conditions**

1. The graphic design may be submitted in a document in the form of soft copy or hard copy (design printout).

2. The graphic design for printing on the postage module should comply with the following technical specifications:

1) In the event of photos, the Customer shall indicate the frame to be printed in the module,

2) Supplied photos (color or black and white) should be of good quality and have maximum dimensions of 130x180 mm. For pictures transmitted on a data support, formats are TIFF, EPS or JPG file, with a minimum resolution of 200 DPI,

3) If the photo to be printed is not adapted to the Blank postage stamp or the frame is not selected, SOZ personnel performing the service, after telephone or e-mail arrangements with the Customer, shall fit the photo to the format required and send the revised draft design to the Customer for approval. If the Customer does not accept the revised draft design within 7 days of its dispatch by SOZ, Poczta Polska S.A. reserves the right to unilaterally withdraw from performing the service.

4) If the draft design contains language other than Polish, the Customer shall supply with the design the translation of the text and indicate the original language.

3. The Customer shall supply the graphic design of a good quality, as based on its quality depends the quality of the print made by Poczta Polska S.A.

4. The graphic design not in compliance with formal, legal or technical requirements shall be returned to the Customer:

- 1) In order to improve the design technical quality or correct legal and formal irregularities.
  - 2) With effect of withdrawal from the service in the event of failure to adapt the design to the conditions set out in the Terms and Conditions.
5. Otherwise, Poczta Polska S.A. reserves the right to unilaterally withdraw from the execution of the service.
6. The supplied graphic design should be accompanied with the name of the customer/company name, contact information (phone number, e-mail address). This data can be located on the data support containing the graphic design or on the back of the design printout.

## **§ 5**

### **The price of the service and the methods of payment**

1. Subject to paragraph 3, the payment due for the service, arising from the Service Price List, is made in advance in PLN when the order is submitted or within 7 days from that date:
  - 1) using the postal payment form or transfer order to the bank account indicated in the order;
  - 2) in cash at the postal outlet;
  - 3) by postal order to the SOZ, if the order is placed by mail to the address of the SOZ;
  - 4) in other form permitted by Poczta Polska S.A. – as per the information received upon order placement.
- 1a. The price for the MySTAMP service includes the performance of the service specified in § 1 paragraph 1 and the amount of the fee for the postal service indicated on the relevant stamps.
2. If the payment is not made, the SOZ shall, promptly upon receipt of such information, contact the customer. If the payment is not made within 7 days from the contact with the customer, Poczta Polska S.A. reserves the right to unilaterally terminate the service.
3. In order for the payment to be correctly recorded, the party making the payment shall indicate their full name or the name of their company, the name of the service – “MySTAMP” – and the following:
  - 1) for orders placed at postal outlets or by mail addressed to the SOZ – name of the unit taking the order, e.g., UP Warszawa 1/SOZ;
  - 2) for orders placed via sales staff – number of the received pro-forma invoice that is the basis for the payment made for the service.

4. In the case of a single order of more than 100 sheets of postage paid mark templates made by the customer with whom Poczta Polska SA entered into a written agreement for the provision of postal services, the fee payable for the service, resulting from the Service Price List, may be paid "in arrears" in Polish zlotys, on the basis of VAT invoice issued by SOZ on the day of service delivery with the designated payment date: 14 days from date of invoice documenting the service.

## **§ 6**

### **Order fulfillment**

1. Order of "MySTAMP" service is delivered by SOZ provided that in some justified cases BMF Director can agree to deliver the order fulfillment realized by another than SOZ organizational unit of Poczta Polska S.A.

2. The time limit for service performance if up to 10 sheets of stamps are to be imprinted is 10 working days from the date following the date on which the payment is confirmed.

3. The order for more than ten sheets of blank postage stamp s' order is delivered pursuant to the dates specified in the Price List, depending on the volume of the order.

4. The service shall be deemed delivered on the date of shipping by SOZ, at the postal outlet, the postal item containing "MySTAMP".

5. In case of refusal of an order pursuant to § 3.11, SOZ shall inform the customer (by phone or e-mail) and return the transferred graphic design, and amounts paid in accordance with customer's instructions.

6. If the order cannot be processed for reasons attributable to the Customer, Poczta Polska S.A. reserves the right to deduct from the payment paid when ordering the service the costs incurred for the return of the amount paid and the graphic design. The basis of calculation of costs is the sum of all the costs paid for sending the money order or payment into bank account and sending the postage for a non priority registered item as per the Postal Services Price List applicable on the day the return is made.

7. If the single order, as set out in § 5.4, cannot be performed for reasons on the customer's side, Poczta Polska S.A. shall have the right to charge the customer with costs of returning the graphic design. The basis for these costs is the cost of sending an non-priority registered mail as per the Service Price List applicable the day the item is returned.

8. In the event of Poczta Polska missing the delivery date the Customer can accept a different proposed delivery date or has the right to unilaterally withdraw from the contract and request to be reimbursed. Withdrawal from the contract requires a written form (letter or e-mail: [personalizacja@poczta-polska.pl](mailto:personalizacja@poczta-polska.pl)). dv

9. Ordered personalized postages are shipped to the address specified by the Customer:

- a) by priority registered mail - with a single order of up to 10 sheets,
- b) by priority insured mail - with a single order of more than 10 sheets,

## **§ 7**

### **Liability of Customer**

1. The customer is liable for the contents of the graphic design imprinted on the blank postage stamps if the contents violate the commonly applicable law or principles of community life..
2. The customer is responsible for all third party claims relating to the infringement of copyright, trademark rights to marks awarded by the Polish Patent Office and EU protection rights granted to Community trademarks by the Office for Harmonisation in the Internal Market, as regards the graphics and print content provided.
3. Should the issue or distribution of "MySTAMP" overprint according to the graphic design provided by the Customer violate the rights of third parties or constitute an act of unfair competition to the detriment of third parties, the Customer - regardless of liability to Poczta Polska SA. - assumes full liability to third parties for the consequences of such violations and hereby shall release Poczta Polska S.A. from liability to these persons.
4. In case a third party proceeds against Poczta Polska SA for any breaches resulting from causes attributable to the customer, the customer agrees to join in place of Poczta Polska SA or join the proceedings on the side of Poczta Polska, release Poczta Polska SA of all obligations by taking these commitments, and settle liabilities to third parties in whole under its liability towards Poczta Polska SA to the full amount.

## **§ 7a**

### **Liability of Poczta Polska S.A.**

1. Poczta Polska S.A. is liable for the failure or undue performance of the "MySTAMP" service, if the failure or undue performance of the service was attributable to a fault of Poczta Polska S.A. Poczta Polska S.A. is also liable to consumers under the statutory warranty.
2. The service is regarded as failed if no part of the order is completed within the time limit discussed in § 6 paragraphs 2 or 3.
3. The service is regarded as unduly performed in the circumstances stipulated in § 8 paragraph 1.

4. If the service is failed, the customer has the right to a refund of the amount paid for the service, and if the customer is a consumer, it also has the right to compensation for the losses arising from the failure to perform the service.
5. If the service is unduly performed as per paragraph 3, the customer has the right to submit one of the demands indicated in § 8 paragraph 5.
6. To non-consumer customers, Poczta Polska S.A. is liable only within the limits of actual incurred losses and up to the amount paid for the service.
7. Pursuant to the rights arising from the statutory warranty, the consumer is entitled to submitting the demands discussed in § 8 paragraph 5 items 2 and 3, and if Poczta Polska does not promptly and duly meet the demands, the customer has the right to:
  - a) demand a reduction of the price in proportion to the extent to which the service was performed unduly or
  - b) terminate the contract.
8. In order to terminate the contract, the customer shall send a letter or e-mail to the following address: [personalizacja@poczta-polska.pl](mailto:personalizacja@poczta-polska.pl).
9. If the customer terminates the contract, it also has the right to demand a refund of the amount paid for the service. However:
  - a) if the customer terminates a contract that has been performed in part (some of the ordered sheets of blank postage stamps have been imprinted), payment is refunded only for the part of the order that has not been completed;
  - b) if the service that has been performed in part (some of the ordered sheets of blank postage stamps have been imprinted) is terminated by the customer referred to in § 5 paragraph 4, the service is regarded as performed to the extent corresponding to the completed part of the order.
10. Excluding the circumstances stipulated in the Terms of Service, the Customer does not have the right to terminate the contract.

## **§ 8 Complaints**

1. In cases of overprint being at variance with the graphic design delivered by the Customer along with the order or with would-be changes agreed upon, or terms and conditions of order (i.a. another number of sheets, insufficient inking of imprint, shifts within imprint area, print leakage on the gummed side, stains and scratches on imprint), the Customer has the right to make a complaint about "MySTAMP" service.
  - 1a. The right to file a complaint is independent of the right to pursue compensation in court.
  2. A complaint may be filed in within 30 days of receiving the package containing the postage paid marks by e-mail to [personalizacja@poczta-polska.pl](mailto:personalizacja@poczta-polska.pl) or in writing:
    - 1) at any postal outlet (with the exception of postal agencies)

- 2) by the intermediary of a sales representative,
- 3) by mail to SOZ.

3. Please remember while making a complaint to:

- 1) describe in details the cause and the reason of the complaint
- 2) include contact data (address. E-mail, telephone no.)
- 3) indicate one of the ways of considering the complaint (para. 5)
- 4) indicate how to provide information about the result of the complaint processing (traditional mail, e-mail)
- 5) attach the graphic design as well as the personalized postage sheets, which in case of complaints made in the way defined in paragraph 2.4, should be sent in writing to SOZ.

4. Complaints shall be processed by Poczta Polska S.A. within 30 days of their submission either by mail or e-mail at the post office or through dedicated to corporate and institutional clients' sales employees.

5. In case the complaint is accepted the Customer has the right to:

- 1) be reimbursed the amount paid for the service,
- 2) have the service performed again on the blank frame of the previously selected stamp,
- 3) have the service performed again on the blank frame of a stamp with a different theme if the previously selected stamp with blank frame for personalization is out of print.

The complaint resolution option shall be chosen by the Customer at the moment of filing the complaint.

6. If the complaint is rejected, the submitted imprinted sheets of personalized postage will be returned to the Customer.

7. If the complaint is rejected, the consumer may, retaining the right to bring legal action in court, try to resolve the dispute with Poczta Polska S.A. out of court – in particular, the customer may:

- 1) file the case with the permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej);
- 2) request that the relevant Provincial Inspectorate of Trade Inspection commence mediation proceedings between Poczta Polska S.A. and the consumer.

8. The use of a specific method of out-of-court dispute resolution can take place only upon mutual consent of the customer and Poczta Polska S.A. The specific procedures for out-of-court resolution of such disputes are available on the website of the Office of Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów) at [www.uokik.gov.pl](http://www.uokik.gov.pl) and on the websites of the Provincial Inspectorates of Trade Inspection, and they can also be obtained from county (municipal) consumer advocates.

## **§ 9**

### **Personal Data Protection**

1. The controller of personal data is Poczta Polska SA, with its registered office in Warsaw (00-940), ul. Stawki 2.
2. Personal data are processed by Poczta Polska SA for handling orders.
3. All the Customers have the right to access to, change, correct or delete his personal data.
4. The data is provided voluntarily, but is necessary to the process of handling orders.
5. Personal data of Customers may be processed by means of electronic communication by Poczta Polska S.A. for the purpose of market research and customer behavior and preferences and analysis with the intention to use the results of these studies for the improvement of the quality of services provided by Poczta Polska S.A. in the course, and after the process of handling the order, but only if the Customer agrees.
6. Poczta Polska S.A. has the right to process customer's personal data without his/her previous consent for the purpose of sending promotional materials concerning products and services and materials of Poczta Polska for market research, customer behavior and preferences analysis with the intention to use the results of these studies for the improvement of the quality of services provided by Poczta Polska S.A., these materials being sent in other form than electronic communications.
7. Matters related to personal data, which are not covered by these Terms and Conditions, are subject to the provisions of the Act dated 29 August, 1997 on the Protection of Personal Data and the Act dated 18 July, 2002 on the Electronic Provision of Services.

**§ 10**  
**Final Provisions**

1. "MySTAMP" service upon receipt by the Customer becomes his property and may be used to pay for postal services performed by Poczta Polska S.A.
2. "MySTAMP" paid mail items are manually stamped only if the item is mailed at the post office counter. In case of putting paid that way mail into the Post Office box, personalized postage design may be stamped (date-stamp printed by machine).
3. Matters not regulated in these Terms and Conditions are governed by the Civil Code, and orders placed by consumers are also governed by the provisions of the Act of 30/5/2014 on consumer rights (Journal of Laws of 2014, item 827).