

**Terms and Conditions of
the personalized stamp imprinting 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 “personalized stamp”, hereinafter referred to as “personalized stamp’ 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 set out the requirements and rules of the personalized stamp imprinting service, and the liability for the failure to perform or improper performance of the service ordered.
3. The Terms and Conditions of personalized stamp imprinting service are available in postal outlets, and on the following webpages www.poczta-polska.pl and www.filatelistyka.poczta-polska.pl

§ 2

Terms

Terms used herein mean:

- 1) **BMF (Biuro Marketingu i Filatelistyki)** – unit at the Head Office of Poczta Polska S.A. in charge of the implementation of the personalized stamp 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) **Customer** – legal or natural person or unincorporated entity providing the graphic design and ordering the service pursuant to the Terms and Conditions,
- 3a) **Consumer (individual customer)** – natural person ordering the personalized stamp service (personalized stamp imprinting) from Poczta Polska S.A., for purposes that are not directly related to the consumer’s business or professional activity,
- 4) **Personalization** – imprinting, at the expense of the Customer, on the blank frame of personalized stamps, arranged in sheets, of the graphic design provided by the Customer,

- 5) **Graphic Design** – a design submitted by the Customer for imprinting on the blank frame of the postage stamp to personalize including drawings, photographs, captions or other content (logo, trademark). A design may not consist only of a background or graphics in the form of dots, crosses or micro text in light color similar to the stamp background or the background itself,
- 6) **Blank Frame** – an unprinted box in the sheet for sale equal to the size of the stamp, and with perforation,
- 7) **Terms and Conditions** - Terms and Conditions of personalized stamp imprinting,
- 8) **SOZ** – Customer Service (in Polish: Sekcja Obsługi Zamówień) in Lublin, ul. Wacława Moritza 2, 20-900 Lublin – internal organizational unit of BRDH, collecting and fulfilling orders for the personalized stamp imprinting service,
- 9) **Postal outlet** – an organizational unit of Poczta Polska SA responsible for field activities, accepting orders for the personalized stamp imprinting service and performing other tasks as per relevant regulations of Poczta Polska SA,
- 10) www.filatelistyka.poczta-polska.pl - webpage of Poczta Polska SA philatelic online store, where an active order form is available for printing personalized stamps, with which you can place orders for the service.
- 11) www.poczta-polska.pl - webpage of Poczta Polska SA, where an active order form is available for printing personalized stamps by means of which orders for the service can be placed,
- 12) **Personalized Stamp** - a postage stamp with an unprinted tab for personalization, called a blank frame, released into circulation by internal regulation of Poczta Polska SA,

§ 3 Placing Orders

1. Orders for personalized stamp imprinting may be placed at postal outlets and by mail to the address of the SOZ using the order form available at postal outlets and at www.filatelistyka.poczta-polska.pl or through the online application at www.filatelistyka.poczta-polska.pl.
2. A model order form is attached as Appendix 1A to these Terms and Conditions.

3. Models of stamps with a blank frame for personalization are listed in the Price List for the personalized stamp imprinting service, hereinafter called Service Price List, introduced by internal regulation of Poczta Polska SA.
4. The Price List is available in all postal outlets and on the following website www.filatelistyka.poczta-polska.pl.
5. The minimum order quantity is 1 sheet of stamps with blank frame for personalization.
6. Sheets of stamps with blank frame for personalization are sold only with the personalization service. Sheets of stamps or single stamps with unprinted blank frame, i.e. without personalization, are not available for sale and may not be the object of philately trade.
7. The Customer shall submit a duly completed order form and the graphic design in compliance with the Terms and Conditions Art. 4 for his personalized stamp imprinting service order to be accepted.
8. SOZ shall confirm by fax, phone or email the orders placed by mail order and on-line.
9. Order fulfillment starts once the post office or SOZ receives the payment due and SOZ checks and confirms that it is accepting for production the graphic design submitted to be imprinted.
10. The receipt of payment shall be the time of payment to the bank account of Poczta Polska SA, cash payment at the postal outlet or the amount received by SOZ by money order.
11. Orders with errors or orders requiring clarification shall be verified with the client by the SOZ staff.
12. The content of the graphic design provided by the Customer may not violate generally applicable laws and rules of social conduct. Each time the Customer signs the order, he confirms that the materials submitted do not violate the moral rights, property rights, intellectual property and personal property and image rights of third parties, as well as all forms of creative activity protected by law. The Customer acknowledges by the same, that he is responsible for the statement and agrees to pay all legitimate claims of those whose rights have been violated according to the above statement.
13. The employee receiving the order makes a preliminary assessment whether the proposed graphic design complies with the law and does not infringe personal rights protected by law. In case of doubt, the employee has the right to refuse to accept the order.

14. When the graphic design used as content to be imprinted includes a logo or image of another person, Poczta Polska SA reserves the right to ask the Customer an additional question regarding the right to use the content in question.
15. When the order is placed in the post office, the Customer shall provide, alongside the graphic design saved on storage media, a printout of the submitted graphic design in order for the employee to make a preliminary assessment.
16. After checking the content and quality of the graphic design, SOZ makes the final decision in respect to order fulfillment or makes additional arrangements with the Customer.
- 16a. 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.
17. Poczta Polska SA reserves the right to refuse to fulfill the order, if the content of the graphic design submitted by the Customer is, in particular:
 - 1) defamatory, misleading, deceptive, offensive, obscene, unworthy, includes messages insulting religious feelings, offensive to community groups, ethnic and other,
 - 2) contains advertising of alcohol, cigarettes, drugs and other stimulants,
 - 3) is contrary to the image and brand of Poczta Polska SA,
 - 4) does not meet the design requirements set out in § 4 ust. 1.
 - 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.
18. When placing the order, the Customer may order one or more sheets.
19. The same imprint is done on all blank frames of personalized stamps in the sheet and on all sheets which are part of the same order.
20. 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 Specifications

1. The graphic design to be imprinted on the blank frame of the stamp should meet the following specifications:

- 1) in case of photos, the frame should be marked and it must be adapted to the orientation of the stamp - horizontal or vertical, in addition photos submitted should be of good quality, and in particular they should be sharp, in proper resolution and contrast,
 - 2) The submitted photographs (in colour or black and white) shall not be larger than 130 x 180 mm. Photographs submitted in electronic form shall have the TIFF, EPS or JPG format, and their resolution shall not be lower than 200 DPI.
 - 3) if the submitted photo is not marked or adapted to the orientation of the stamp, the SOZ employee fulfilling the order shall, if possible, adapt the design to the format of the stamp,
 - 4) in case the imprint design contains a text in a language other than Polish, the Customer shall provide along with the design the translation of the text.
2. The Customer shall provide a graphic design containing material of good quality. The quality of the material determines the imprint quality made by Poczta Polska SA.
3. The graphic design not complying with the specification shall be returned to the Customer:
 - 1) for improving the quality of materials (technical parameters) or remove irregularities,
 - 2) resulting in withdrawal from the contract if the design fails to meet the conditions specified in the Terms and Conditions, which in turn prevents the execution of the service.
4. If the graphic design intended to be imprinted on the blank frame is returned to the Customer, the Customer shall remove any irregularities within 7 days from the date she receives the design for amendment. Otherwise, Poczta Polska reserves the right to unilaterally withdraw from the contract.
5. The graphic design submitted should bear the full name / company name of the Customer and his contact data (phone number, email address). These data can be placed on the cover of the media containing the graphic design or on the back of the design print out.

§ 5

Pricing and Methods of Payment

1. The amount due for the personalized stamp imprinting service shall be paid in advance in Polish zloty:
 - 1) using a postal cash or non-cash payment form - wire transfer to the bank account specified in the order,
 - 2) in cash at the postal outlet,

- 3) by money order sent to SOZ for personalized stamp imprinting service orders submitted to the SOZ.
2. In order for the payment to be correctly recorded, the party making the payment shall indicate their full name, the number of the ordered blank stamp with the blank frame to be personalized (as per the symbols in the Service Price List) and the name of the postal outlet/SOZ taking the order, e.g., Jan Kowalski, blank stamp No. 6, UP Warszawa 1/SOZ.
3. The price for personalized stamp imprinting includes the performance of the service specified in § 1 paragraph 1 and the fee for the postal service indicated on the relevant stamps.

§ 6

Order Fulfillment

1. The time limit for service performance is 10 working days from the date following the receipt of payment confirmation and acceptance of the design to be imprinted by the SOZ, subject to § 3 paragraphs 13–17. Should the graphic design be amended the order fulfillment delivery time may be extended by the amount of time needed for the amendment.
2. The order is regarded as completed when the package with the imprinted personalized stamps is sent at the postal outlet.
3. In case SOZ refuses to accept the order, SOZ shall notify the Customer about this fact and shall return the submitted graphic design and payment made as per the Customer's decision.
4. If the order cannot be processed for reasons attributable to the Customer, Poczta Polska SA 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 fee for sending the amount refunded by respectively money order or wire transfer and the postage for a non-priority registered item as per the applicable Price List domestic and international universal service tariff on the date of return).

§ 7

Collection of the Completed Order

1. Ordered printed personalized stamps are shipped to the address specified by the Customer:
 - a) by priority registered mail - with a single order of up to 5 sheets,
 - b) by priority insured mail - with a single order of 6 and more sheets,

which, in case of domestic shipments, are subject to advice of delivery and are released at the postal outlet.

2. When receiving the stamps ordered, after signing the receipt, the Customer has the right to open the shipment containing the materials destined for her, and in the presence of the post office employee, to check the contents of the shipment.
3. In a situation where the contents of the shipment do not match the order or potential previously agreed amendments in writing (e.g. lower quantity of sheets than in the order, imprint not matching the design submitted or inadequate quality of the sheets) the Customer has the right to file a complaint concerning the personalized stamp imprinting service within 7 calendar days from the day she collected the imprinted personalized stamps.

§ 8

Liability of Customer

1. The customer is liable for the contents of the graphic design imprinted in the blank frame that violate the applicable regulations and/or principles of community life, subject to the provisions of Article 473 § 2 of the Civil Code.
2. Poczta Polska SA is entitled to claim compensation from the Customer for the full amount of the damage suffered in connection with the issue or distribution of the personalized stamp, the content of which is not in compliance with the requirements of these Terms and Conditions.
3. Should the issue or distribution of personalized stamps with blank frame imprinted 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 SA 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 client, the client 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.

§ 8a

Liability of Poczta Polska S.A.

1. Poczta Polska S.A. is liable for the failure or undue performance of the service consisting in the imprinting of a personalized stamp, 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 paragraph 1.
3. The service is regarded as unduly performed if it has been performed contrary to the order.
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 § 9 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 § 9 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.
9. If the customer terminates the contract, it also has the right to demand a refund of the amount paid for the service. However, if the customer terminates a contract that has been duly 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.
10. Excluding the circumstances stipulated in the Terms and Conditions, the Customer does not have the right to terminate the contract.

§ 9

Complaints

1. Written complaints concerning the personalized stamp imprinting service may be submitted in any postal outlet within 7 calendar days from the day when the shipment containing printed personalized stamps was received.
- 1a. The right to file a complaint is independent of the right to pursue compensation in court.

2. To the letter of complaint including contact information (phone number, mailing address, e-mail), must be attached the original receipt (stub A of the order form), the graphic design, the packaging, sheets of personalized stamps, the issue report produced on delivery of the shipment containing the imprinted personalized stamps, etc., and indicate how to provide information about the result of the complaint processing (traditional mail, e-mail).
3. If the consignment has not been opened at the postal outlet the complaint may only relate to the quality of the service and not the quantity of imprinted sheets of personalized stamps.
4. Complaints shall be processed by Poczta Polska SA within 30 days of their submission at the post office.
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 stamps attached to the complaint by the Customer shall be available for pick up within 14 calendar days at the facility of Poczta Polska SA indicated in the reply letter. In case the Customer does not pick up the imprinted sheets of personalized stamps, these will be sent by Poczta Polska SA directly 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 and on the websites of the Provincial Inspectorates of Trade Inspection, and they can also be obtained from county (municipal) consumer advocates.

§ 10

Privacy Policy

1. The controller of personal data is Poczta Polska S.A., Warszawa 00-940, ul. Rodziny Hiszpańskich 8.
2. All Customers have the right to access their data - they can be verified, modified and deleted.
3. The data is provided voluntarily, but is necessary to the process of handling orders.
4. Personal data of Customers may be processed by means of electronic communication by Poczta Polska SA for the purpose of market research and 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 SA in the course, and after the process of handling the order, but only if the Customer agrees.
5. Poczta Polska SA has the right to process Customer's personal data without his previous consent for the purpose of sending promotional materials concerning Poczta Polska own products and services and materials for market research and 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 SA, these materials being sent in other form than electronic communications.
6. Matters related to personal data protection that are not regulated in the Terms and Conditions are governed by relevant provisions of the Act of 29 August 1997 on personal data protection (consolidated text, Journal of Laws of 2014, item 1182) and the Act of 18 July 2002 on the provision of services by electronic means (consolidated text, Journal of Laws of 2013, item 1422).

§ 11

Final Provisions

1. The personalized postage stamp imprinted with a design by Poczta Polska SA, e.g. with the company logo advertising a postal service, philately or other related to Poczta Polska SA may not be available in the philatelic subscription.
2. Personalized stamps upon receipt by the Customer become his property.
3. Personalized stamps may be used to pay for letters as per Price List. The imprinted blank frame only (without the postage stamp) is not eligible to pay for postage.

4. Mail items paid using personalized stamps are manually stamped only if the item is mailed at the post office counter. The stamp and the imprinted blank frame may be stamped (date-stamp printed by machine) when a mail item paid in this way is dropped in a post box.
5. 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)