

Terms and Conditions for the stamp preparation service

“MójZNACZEK”



Effective as of 3rd September 2018

Poczta Polska S.A.

<https://filatelistyka.poczta-polska.pl>

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Chapter I General provisions

§ 1

1. Poczta Polska S.A. offers to provide the stamp preparation service "MójZNACZEK", hereinafter referred to as "**MójZNACZEK service**", to you for a fee. The service consists in imprinting the graphic design you submit on a blank postage stamp.
2. The imprinted design of the postage stamp will be a postage stamp used to confirm payment for postal services provided by Poczta Polska S.A. that may be paid for with a postage stamp.
3. The Terms and Conditions for the MójZNACZEK service, hereinafter referred to as the "**Terms and Conditions**", specify the principles for providing the MójZNACZEK service as well as the principles for liability for a default or breach of the performance of this service.
4. The MójZNACZEK service will be provided by Poczta Polska Spółka Akcyjna, hereinafter referred to as "**Poczta Polska S.A.**", with its registered office in Warsaw, address: ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, court of registration: District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, entered in the register of entrepreneurs of the National Court Register under KRS (National Court Register Number): 0000334972, NIP (Tax Identification Number): 525 000 73 13, REGON (National Official Business Register Number): 010684960, share capital: PLN 774,140,000, fully paid up, entered in the register of postal operators by the President of the Office of Electronic Communications under the following number: B-00106, tel.: 801-33-34-44, fax: 226-56-59-18, e-mail: skarqi@centrala.poczta-polska.pl, <http://www.filatelistyka.poczta-polska.pl>.
5. Matters not regulated in these Terms and Conditions will be governed by the generally applicable law, in particular by the Postal Law Act of 23 November 2012 (Journal of Laws of 2012, item 1529), the Civil Code Act of 23 April 1964 (Journal of Laws of 2017, item 459, as amended), Consumer Rights Act of 30 May 2014 (Journal of Laws of 2017, item 683, as amended) and the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws, item 1823).
6. These Terms and Conditions are available at post offices and online at: <http://www.filatelistyka.poczta-polska.pl>.

§ 2

The terms used in these Terms and Conditions will have the following meaning:

- 1) **sheet of stamps** – form of postage stamps – a sheet containing 9 blank postage stamps to be imprinted with the graphic design you submit;
- 2) **service price list** – price list for the MójZNACZEK service for non-corporate customers – collection of information about fees for the MójZNACZEK service, available online on the website of Poczta Polska S.A. <http://www.filatelistyka.poczta-polska.pl>, in post offices and by phone at: 801-33-34-44;
- 3) **KD SOZ** – Customer Service Section (Sekcja Obsługi Zamówień, SOZ) in Lublin – internal body of Poczta Polska S.A. that accepts and implements orders for the MójZNACZEK service;
- 4) **customer, you** – person ordering the MójZNACZEK service pursuant to the Terms and Conditions;

- 5) **consumer** – natural person ordering the MójZNACZEK service from Poczta Polska S.A. for purposes not directly related to his or her business or professional activity;
- 6) **payment “in arrears”** – payment for the MójZNACZEK service after its completion;
- 7) **payment “in advance”** – payment for the MójZNACZEK service before its commencement;
- 8) **post office** – office of Poczta Polska S.A., excluding postal agencies;
- 9) **graphic design** – design of the imprint you submitted, containing drawings, photographs, inscriptions or other contents (e.g. logotype, trademark). Graphic design will not be understood as only a background and graphics in the form of dots, crosses or bright microtext imitating the background of a blank postage stamp;
- 10) **sales staff** – authorised personnel of Poczta Polska S.A. employed at bodies other than post offices who accept the orders for the “MójZNACZEK” service from non-consumer customers;
- 11) **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;
- 12) **“MójZNACZEK” postage stamp** – postage stamp other than a regular postage stamp that is used to confirm payment for a postal service provided by Poczta Polska S.A. that can be paid for with a postage stamp, containing information that enables identification of the postal operator and information on the amount of the fee for the postal service in the form of Arabic numerals or letters of the Latin alphabet or reference to the weight and category of mail and the graphic design you have submitted, conforming to the technical and legal requirements specified in these Terms and Conditions and conforming to the generally applicable law and principles of community life.

§ 3

Unless specified otherwise, you should send all correspondence regarding the MójZNACZEK service to the following address: Poczta Polska S.A., Sekcja Obsługi Zamówień, ul. Wacława Moritza 2, 20-900 Lublin, or e-mail it to: personalizacja@poczta-polska.pl.

Chapter II

Placement of orders

§ 4

1. You may place orders for the “MójZNACZEK” service:
 - 1) at post offices;
 - 2) by sending mail or e-mail to the addresses indicated in § 3 of these Terms and Conditions;
 - 3) online at <http://www.filatelistyka.poczta-polska.pl>; in order to place the order, you will need to have an account at the online store; to place the order, use the “Check out” function in the “Your basket” window;
 - 4) via the sales staff.

To place the orders referred to in paragraphs 1, 2 and 4, you need to fill in the order form appended to these Terms and Conditions and submit it complete with the graphic design of the imprint.

The post office employee accepting the order will not open the data media with the files you deliver – they will be verified at KD SOZ.

2. The smallest unit that can be ordered is 1 sheet containing 9 “MójZNACZEK” postage stamps.
3. Unprinted sheets of blank postage stamps or individual unprinted blank postage stamps are not available for sale and cannot be used to pay for domestic or international postal services.
4. When you order the service, you may order one sheet of “MójZNACZEK” postage stamps or more.
5. You may order that Poczta Polska S.A. imprint 1 to 3 different graphic designs on the postage stamps in a single sheet of stamps; however, all sheets to be imprinted under a single order will be imprinted in the same manner. If you wish to place an order online at: <http://www.filatelistyka.poczta-polska.pl> with more than one graphic design, you should send all graphic designs, including a description of the arrangement of the sheet, also by e-mail to: personalizacja@poczta-polska.pl.
6. By ordering the service, you confirm in the order form that you have read and agreed to these Terms and Conditions. The order will not be accepted if the above-mentioned confirmation stating that you have read and agreed to these Terms and Conditions is missing in the order form.
7. The order for the service referred to in paragraph 1(1), (2) and (4) will not be accepted unless you submit a duly filled-in order form with a graphic design conforming to the requirements defined in Chapter III of these Terms and Conditions.
8. If the order for the service has been filled in incorrectly, or if there are any questions regarding the order, the order shall be corrected in consultation with you.
9. If you are a consumer, and the order has not been placed at a post office, KD SOZ will send a summary of the order, indicating the quantity of ordered sheets and the due amount, to you by e-mail. KD SOZ will also send you these Terms and Conditions.

Chapter III

Technical and legal requirements

§ 5

1. Subject to paragraph 2, the graphic design you submit should have the form of a file saved on an electronic data medium or a paper copy (printout of the design).
2. If you place the order online at www.filatelistyka.poczta-polska.pl or by e-mailing: personalizacja@poczta-polska.pl, your graphic design should be sent by electronic means in the form of a file.
3. The graphic design to be imprinted on the blank postage stamp has to meet the following technical requirements:
 - 1) if you submit a photograph, you should mark the part of the photograph to be imprinted on the blank postage stamp;
 - 2) the photograph to be imprinted has to match the layout of the blank postage stamp – you can find this layout online at: www.filatelistyka.poczta-polska.pl;

- 3) the photographs you deliver (colour or black-and-white photographs) cannot be larger than 130x180 mm. Photographs submitted in electronic form on a data medium must have the TIFF, EPS, JPG, BMP, PSD, PDF or CDR format, and their resolution cannot be lower than 200 DPI.
4. If the graphic design does not meet:
 - 1) the technical requirements referred to in paragraph 3 – employees of KD SOZ will make suitable arrangements with you by phone or e-mail as to how to adapt the design to the technical requirements, and then the design of the imprint will be sent to you by e-mail for approval; if you do not approve the design within 7 days from the date on which it is sent, Poczta Polska S.A. reserves the right to unilaterally withdraw from the service;
 - 2) the formal and legal requirements referred to in this section and in section 6 – the design will be returned to you in order to rectify the irregularities, with the consequence defined in paragraph 7.
5. If your graphic design contains text in a language other than Polish, you will have to submit a translation of such text with the design and indicate the language of the original text.
6. The graphic design you submit may bear your first name and last name or your corporate name and contact details (phone number, e-mail address). This information has to be included on the data medium containing the graphic design or on the reverse side of the printout of the design.
7. If the graphic design to be imprinted on the blank postage stamp is returned to you because it is found to be contrary to these Terms and Conditions, you will be obliged to remove the design or rectify its non-conformities within 7 days from receipt. If you do not fulfil this obligation, Poczta Polska S.A. may withdraw from the service.

§ 6

1. The contents of the graphic design you submit cannot breach the generally applicable law and principles of community life. In each order you submit, you will have to confirm that the materials you provide do not infringe on copyrights, moral rights, property rights, related rights or personal rights as well as the image right of third parties or any creative activity protected by the law. You also accept liability for your representation, and you agree to cover any claims of the persons whose rights have been infringed on in accordance with your representation. Poczta Polska S.A. reserves the right to refuse to perform the service if the contents of the graphic design you submit are not appropriate to be placed on a postage stamp.
2. In particular, the contents of the graphic design you submit cannot:
 - 1) be defamatory, misleading, offensive or obscene or be 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) be unsuitable for being 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

- and principles of community life, in particular regulations concerning copyright and protection of personal rights;
- 5) contain legally protected trademarks.

Chapter IV

Service price and forms of payment

§ 7

1. Subject to paragraph 9, the payment due for the service, arising from the Service Price List, will be made
“in advance” within 7 business days from the placement of the order in one of the following forms:
- 1) for domestic customers:
 - a) by transfer to the bank account indicated in the order form;
 - b) in cash at the post office;
 - c) by postal order to the addresses indicated in § 3 of these Terms and Conditions;
 - d) by an electronic payment instrument, provided that the payment in this particular form is processed by Poczta Polska S.A.
 - e) in the case of orders placed online at <http://www.filatelistyka.poczta-polska.pl> – in the form you have indicated using the “Check out” function in the “Your basket” window.
 - 2) for international customers:
 - a) by transfer to the bank account indicated in the order form;
 - b) by international postal order to the address indicated in § 3 of these Terms and Conditions;
 - c) in the case of orders placed online at <http://www.filatelistyka.poczta-polska.pl> – in the form you have indicated using the “Check out” function in the “Your basket” window.
2. Payments from domestic customers will be accepted in Polish zlotys (PLN).
3. Payments from international customers will be accepted in Polish zlotys (PLN), euros (EUR) or dollars (USD). Information about the currency of the individual bank accounts will be communicated to you in the order summary.
4. If you make the payment to the bank account of Poczta Polska in currency other than the currency of the bank account, your payment will be converted to the relevant currency by the bank that operates the account under the terms specified in the contract between you and the bank. You will be responsible for any consequences of paying in currency other than the currency indicated in paragraphs 2 and 3, in particular for any consequences relating to the payment date, exchange rate or use of currency that cannot be converted.
5. If you are an international customer and you pay by international postal order to the address of KD SOZ in currency other than PLN – your payment will be converted to Polish zlotys (PLN). After conversion, Poczta Polska S.A. will verify if your payment corresponds to the fee for the order you have placed. If not, you will be informed about the need to pay the relevant missing amount (which will be specified in the notice you receive).
6. The fee for the MójZNACZEK service includes the performance of the service specified in § 1(1) and the fee for the postal service corresponding to the fee specified on the stamp.

7. If you do not make the payment, you will be contacted by Poczta Polska S.A. with a request to pay the fee. If you do not make the payment within 7 days from the date on which you have been contacted, Poczta Polska S.A. may withdraw from the service.
8. In order to correctly identify the payment, you should specify the following information in the description of the payment:
 - 1) your first name and last name or corporate name;
 - 2) name of the service: "MójZNACZEK";
 - 3) for orders placed at post offices – name of the organisational body receiving the order, e.g. Post Office Warsaw 1.
9. If you place a single order for more than 100 sheets of "MójZNACZEK" postage stamps and you have entered into a written contract for postal and/or non-postal services with Poczta Polska S.A., you may pay for the service "in arrears" in Polish zlotys against an invoice issued on the date of order delivery with the following payment period: 14 days from the date of issue of the invoice documenting the service.
10. KD SOZ will always issue the sales document, i.e. specification or invoice, as requested by you, for the payment accepted for the MójZNACZEK service.

Chapter V

Order delivery

§ 8

1. The "MójZNACZEK" postage stamps delivered to you by Poczta Polska S.A. have to be free of defects.
2. The expected service delivery period is as follows:
 - 1) for orders for an imprint of up to 10 sheets of stamps – 10 business days from the date following the date on which the payment due for the service is received;
 - 2) for orders for an imprint of 11–50 sheets of stamps – 11 business days from the date following the date on which the payment due for the service is received;
 - 3) for orders for an imprint of 51–100 sheets of stamps – 12 business days from the date following the date on which the payment due for the service is received;
 - 4) for orders for an imprint of 101–200 sheets of stamps – 13 business days from the date following the date on which the payment due for the service is received;
 - 5) for orders for an imprint of 201 sheets of stamps or more – 15 business days from the date following the date on which the payment due for the service is received;

If the graphic design has to be corrected, the service delivery period may be extended by the time required for the correction. The next service delivery period will run from date following the receipt of the corrected graphic design by Poczta Polska S.A.
3. If Poczta Polska S.A. refuses to accept the order, it will notify you about it (by phone or e-mail) and return your graphic design and refund your payment in accordance with your instructions.

4. If the order cannot be delivered for reasons attributable to you, Poczta Polska S.A. reserves the right to set off the costs of refunding the payment and returning the graphic design against your payment for the service. These costs will be charged based on the total amount of fees for the refund of your payment by postal order or payment to the bank account and for sending the registered economy letter in accordance with the price list for postal services applicable on the particular day – in the case of returns of graphic designs submitted on an electronic data medium or in paper form.
5. If the service delivery period is exceeded by Poczta Polska S.A., you may accept the proposed longer delivery period or withdraw from the contract and request a refund of your payment. In order to withdraw from the contract, you have to send a suitable statement to the address indicated in § 3 of these Terms and Conditions. The costs of refunding your payment and returning your graphic design submitted on an electronic data medium or in paper form will be borne by Poczta Polska S.A.
6. Any completed “MójZNACZEK” postage stamps in the form of sheets will be sent to the address you indicate. Mail with “MójZNACZEK” sheets will not be delivered directly but will be issued at the post office, after a notice prepared using a suitable form to inform you that you can collect the order, indicating the period for collection and address of the post office where your order is kept, is left in your mailbox or, where this is not possible, in another lawful manner.

§ 9

1. Order processing starts after you pay the fee for the service or – in the case of orders submitted by the customers referred to in § 7(9) of these Terms and Conditions – based on a decision of Poczta Polska S.A. to permit payment in arrears – after your payment reliability regarding the contracts you have entered into with Poczta Polska S.A. for postal services provided to you is verified. Your payment reliability is verified by Poczta Polska S.A. by determining the history of payments you have made in the last 12 months and information about outstanding overdue payments or lack thereof.
2. The date of payment will be the date on which the funds are credited to the bank account of Poczta Polska S.A., the payment is made in cash at the post office, or the amount of the postal order is delivered to the address indicated in § 3 of these Terms and Conditions.

§ 10

1. When you collect your “MójZNACZEK” postage stamps, they will become your property, and they will be suitable for use as confirmation of payment for any postal services provided by Poczta Polska S.A. that may be paid for with a postage stamp.
2. Any mail paid for using the “MójZNACZEK” postage stamp will be stamped by hand or machine.

Chapter VI **Your liability**

§ 11

1. You will be 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. Poczta Polska S.A. may demand that you remedy the full amount of the damage suffered due to the issue or dissemination of “MójZNACZEK” postage stamps whose contents are contrary to the requirements defined in § 6 of these Terms and Conditions.
3. You will be liable for all claims of third parties relating to infringement on copyrights, trademark protection rights granted by the Patent Office of the Republic of Poland and Community protection rights granted for Community trademarks by the European Union Intellectual Property Office asserted with respect to graphic elements and contents of the imprint.
4. If the issue or dissemination of the imprint made as part of the “MójZNACZEK” service in accordance with your graphic design infringes on the rights of third parties or constitutes an act of unfair competition to the detriment of third parties, you will – irrespective of the compensation liability of Poczta Polska S.A. – accept full liability towards such third parties for the consequences of such breaches, and you will thus indemnify Poczta Polska S.A. against such third parties.
5. If third parties assert claims against Poczta Polska S.A. for any breaches resulting from reasons attributable to you, you will replace Poczta Polska S.A. or join the proceedings on the side of Poczta Polska S.A., release Poczta Polska S.A. from any obligations, assuming these obligations yourself, and pay any liabilities to third parties in full, under the penalty of being liable to Poczta Polska S.A. for the full amount of such liabilities.

Chapter VII

Liability of Poczta Polska S.A.

§ 12

1. Poczta Polska S.A. has to remedy any damage caused by its default or breach of the performance of the “MójZNACZEK” service if the default or breach of the service was attributable to Poczta Polska S.A. Poczta Polska S.A. is also liable to consumers under the implied warranty.
2. In case of a breach of the “MójZNACZEK” service by imprinting the postage stamps in a manner contrary to the graphic design you have submitted with your order, contrary to any modifications previously agreed with you or contrary to the conditions of the order (e.g. number of sheets different than specified in the order, unsuitable imprint quality resulting in the absence of details in the imprint, misalignment of the imprint, penetration of the imprint to the other side of the stamp, cracks and stains on the imprint), you have the right to a refund of the fee you have paid for the service, and if you are a consumer, you also have the right to seek supplementary damages in excess of the damage you have suffered.
3. In case of a default on the performance of the service by failing to provide the service within the period indicated in § 8, you have the right to a refund of the fee you have paid for the service, and if you are a consumer, you also have the right to seek supplementary damages in excess of the damage you have suffered.
4. If you are not a consumer, Poczta Polska will only be liable up to the amount of actual incurred losses and up to the amount of the fee paid for the “MójZNACZEK” service.
5. If you are a consumer, and the postage stamps delivered by Poczta Polska S.A. are defective, you may exercise your rights under the implied warranty pursuant to the Civil Code to:

- 1) submit a request to reduce the price or withdraw from the contract;
 - 2) request that the item be replaced with a defect-free item or that the defect be rectified.
6. The liability to you under the implied warranty will refer to defects found within 2 years from the issue of product.
 7. If you are a consumer, you do not have the right to withdraw from the remote contract pursuant to Article 38 of the Consumer Rights Act, because the subject of the service is a non-prefabricated item, produced in accordance with your own specifications.
 8. Barring the circumstances defined in these Terms and Conditions, you will not have the right to withdraw from the contract.

Chapter VIII

Complaints

§ 13

1. You have the right to file a complaint.
2. You may file the complaint:
 - 1) at any post office (excluding postal agencies);
 - 2) via the sales staff;
 - 3) by sending the complaint to the address indicated in § 3 of these Terms and Conditions.
3. The complaint should include the following information:
 - 1) information about the order;
 - 2) cause and subject of the complaint;
 - 3) contact details of the person submitting the complaint (mailing address, e-mail address, phone number);
 - 4) demand of the person submitting the complaint;
 - 5) indication of the manner of submission of information about the outcome of the complaint (conventional mail, e-mail).
4. "MójZNACZEK" postage stamps should be sent to the following address: Sekcja Obsługi Zamówień ul. Waława Moritza 2, 20-900 Lublin.
5. Poczta Polska S.A. replies to complaints within 14 days from receipt. The reply to the complaint is provided in the same form in which you filed the complaint or in the form requested in the complaint letter, i.e. by e-mail or in writing. Failure to reply within the above-mentioned period will be equivalent to admission of the complaint.
6. Irrespective of the procedure indicated above, if the delivered package contains items that are damaged or incomplete (missing contents), you have, as the addressee of the package, the right to file a complaint and pursue claims for compensation under the general principles specified in the Postal Law Act of 23 November 2012 (Journal of Laws of 2017, item 1481, as amended), Regulation of the Minister of Administration and Digitisation of 26 November 2013 on complaints against postal services (Journal of Laws of 2018, item 421), Terms and Conditions for the provision of public services (available at: www.bip.gov.pl and www.poczta-polska.pl) and, for packages sent abroad, in accordance with the acts of the Universal Postal Convention (Journal of Laws of 2015, item 1522).

§ 14

1. If you are a consumer and your complaint is rejected, you have the right to:
 - 1) file a civil suit in court;
 - 2) seek claims through out-of-court proceedings for resolution of consumer disputes before the competent local provincial trade inspector;
 - 3) seek claims before the permanent arbitration court operating at the competent provincial trade inspectorate.
2. The use of a specific method of out-of-court dispute resolution can take place only upon mutual consent of yourself 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: www.uokik.gov.pl and on the websites of the Provincial Trade Inspectorates, and they can also be obtained from county (municipal) consumer advocates.
3. If your complaint is rejected in whole or in part, and you are a consumer, Poczta Polska S.A. will – in reply to the complaint – notify you about its consent or refusal to participate in out-of-court consumer dispute resolution proceedings.

§ 15

For the amicable settlement of consumer disputes, if the contract was entered into by electronic means, you may use the EU ODR platform available at: <http://ec.europa.eu/consumers/odr/>. Amicable settlement of the dispute using this online platform can only be done in accordance with the principles specified at the indicated address and upon mutual consent of Poczta Polska S.A. and yourself.

Chapter IX

Personal data protection

§ 16

1. The Controller of your personal data will be Poczta Polska S.A. with its registered office in Warsaw, ul. Rodziny Hiszpańskich 8, 00-940 Warszawa.
2. Contact details of the Data Protection Officer: Data Protection Officer of Poczta Polska S.A., ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, e-mail: inspektorodo@poczta-polska.pl.
3. Your personal data will be processed pursuant to Articles 6(1)(b), (c) and (f) of 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) in order to perform the contract, conduct the complaint proceedings in accordance with these Terms and Conditions and provide services of the highest possible quality.
4. The extent of personal data processing will include the data received from and concerning the persons for whom the duties specified in these Terms and Conditions are to be performed.

5. Your personal data will be stored for the period required for financial and accounting documents in order to comply with obligations resulting from tax and accounting laws.
6. Data subjects will have the right to access the data, rectify or delete them and restrict data processing as well as the right to data portability.
7. Data subjects have the right to complain to the supervisory authority. Information about this authority has been provided on the website of Poczta Polska S.A.: www.poczta-polska.pl.
8. Providing your personal data is voluntary, but such data will be necessary to perform the service.
9. Your personal data will not be provided to other data recipients.
10. Your personal data may be processed by Poczta Polska S.A. using electronic communication media for marketing purposes, in particular to send commercial information originating from Poczta Polska S.A. and for advertising or market research purposes and research of customer behaviour and preferences designed to improve the quality of the services provided by Poczta S.A. Polska during and after the processing of the order, only upon consent of the data subject.

§ 17

For additional information about the "MójZNACZEK" service, call: 81 728 54 18 or write to: personalizacja@poczta-polska.pl.