Information of the data Controller under art. 13 sec. 1 and 2 and art. 14 sec. 1 and 2 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** (hereinafter referred to as the Regulation):

1) The Controller of personal data under art. 4 point 7 of the Regulation is Zepter International Poland sp. z o.o. with its seat in Warszawa, Domaniewska 37 str., 02-672 Warszawa, e-mail info@zepter.com.pl, tel. +48 22 565 84 84, +48 22 565 80 00, NIP 526-020-01-87.

2) The Controller has appointed a data protection officer who can be contacted with at the e-mail address iod@zepter.com.pl or at the address: The Data Protection Officer Zepter International Poland, 37 Domaniewska 37 str, 02-672 Warszawa.

3) Personal data gained by the Seller in the process of conclusion of agreements mentioned below or while their performance will be processed under and for the purpose:

   a. under art. 6 sec. 1 point b of the Regulation **for the purposes of conclusion and performance of such agreements as**: (i) agreement for performing an Electronic service Account, (ii) Sales agreement and (iii) agreement for participation in Zepter & Partners (Membership), including the operation of the Partner Account, calculation of the Partner Discount, settlement of the Referral Premium and buy-back of products,

   b. under art. 6 sec. 1 point c of the Regulation for **the purposes of fulfillment of legal obligations** to which the Controller is the subject, e.g. issuing and keeping invoices and other accounting documents, in case of indication by the Client the recipient of the Products other than the Client - informing the recipient of the Products about the source of obtaining his personal data, giving responses to complaints within the time limit provided for by the applicable regulations, performing the obligations of a withholding agent or reporting obligations in respect of the Referral Premium,

   c. under art. 6 sec. 1 point f of the Regulation **within legitimate interests conducted by the Controller**, namely (i) for the purpose of direct marketing of products and services of the Controller, (ii) in order to set, protect and to pursue claims, (iii) to prepare reports, analyzes, statistics for the Controller's internal needs, (iv) to ensure network and information security, (v) to prevent abuse in Zepter & Partners, in particular fictitious registrations and obtaining the Partner Discount or the Referral Premium without entitlement, (vi) to verify authority, contact and handle the agreement with a Partner which is a legal person or an organisational unit – with regard to the data of persons representing it, (vii) to deliver an invitation to join Zepter & Partners sent by a Partner from the Partner Account (the "Invite friends" function) – with regard to the contact data of the invited person.

   d. under art. 6 sec. 1 point a of the Regulation – if a separate consent is given – for the purposes of sending commercial information by electronic means and direct marketing using telecommunications terminal equipment and automated calling systems, in accordance with art. 398 of the Polish Act of 12 July 2024 – Electronic Communications Law.

4) **Intended recipients of personal data**: entities by which the Controller performs the Sales agreement (e.g. a courier company, an authorized entity servicing the Controller's devices), in case of indication by the Client the recipient of the Products other than the Client - the recipient of the Products, entities by which the Controller performs Membership in Zepter & Partners (e.g. a post

provider, a bank, a telecommunication provider), the referring Partner – solely with regard to information on the Referred Partner having joined Zepter & Partners as a result of the Referral, on whether he or she has made the First Purchase and on the amount of the Referral Premium due, entities by which the Controller conducts marketing activity for its products and services (e.g. a post provider, a telecommunication provider, an advertising provider), entities by which the Controller provides Electronic services in the Shop (e.g. providers of IT services), entities to which the Controller outsources advisory, tax, audit services, legal support, entities running paying business (e.g. a bank).

5) **Personal data will be stored within the period depending on the purpose** for which it was collected and **the legal basis for the processing**, this is:

   a. conclusion and performance of the agreements – (i) Agreement for performing an Electronic service Account - till the end of the Agreement, (ii) Sales agreement – till the Sales agreement is performed and (iii) Membership in Zepter & Partners – till Membership ends and the benefits arising from it, including the Referral Premium and the buy-back of products, are settled,

   b. fulfillment of legal obligations that the Controller is the subject – till the legal obligations are fulfilled by the Controller,

   c. conduction of legally reasoned interests of the Controller: (i) direct marketing of products and services of the Controller – till objection is submitted, (ii) to set, protect and to pursue claims – till limitation of the claims or till accepting by the Controller the reasoned objection, (iii) preparing reports, analyzes, statistics for the Controller's internal needs – till accepting by the Controller the reasoned objection, but no longer than the period of storage of those data for the other purposes indicated in this point, (iv) to ensure network and information security – one month or till accepting by the Controller the reasoned objection, (v) prevention of abuse in Zepter & Partners – till the expiry of the limitation period for claims related to Membership or till accepting by the Controller the reasoned objection, (vi) verification of authority and handling of the agreement with a Partner which is a legal person or an organisational unit – till Membership ends and the benefits arising from it are settled or till accepting by the Controller the reasoned objection, (vii) delivery of an invitation to join Zepter & Partners – up to 30 days from its sending.

   d. sending commercial information on the basis of consent – till the consent is withdrawn.

6) **A data subject has the right** to access to the content of his data and the right to make corrections, removal, limitation of processing and the right to move the data and, to the extent that the data are processed on the basis of consent, the right to withdraw that consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.

7) Moreover, a data subject **has a right to submit**, at any time, **an objection reasoned** by his particular situation regarding processing of his personal data for reasons of legitimate reasoned interests of the Controller. If the Controller proceeds his personal data for the direct marketing purposes, in accordance to its legitimate reasoned interests, a data subject **has a right to submit the objection**. If the Controller accepts the reasoned objection or in case of submission of the objection, the data of the particular data subject will be no longer proceeded for the purpose to which the objection relates.

8) In order to exercise the rights referred to above, the data subject should contact the Seller or the Data Protection Officer of the Seller using the data indicated above.

9) The data subject has also **the right to lodge a complaint** to the President of the Personal Data Protection Office (Poland) or to the supervisory authority of the EU or EEA Member State of his habitual residence, place of work or place of the alleged infringement if recognizes that the processing of his personal data infringes the regulations on personal data protection, including the Regulation.

10) Submission of personal data is voluntary, but making known personal data required by the Seller for a particular agreement (marked by "*" in the process of conclusion of a particular agreement) is necessary to conclude and execute the agreement for performing an Electronic service Account, Sales agreement and/or Membership in Zepter & Partners and missing data means no possibility to conclude and perform above mentioned agreements. Providing the tax identification number, the address of residence or registered office, the country of tax residence and, where required for the application of a double taxation convention, a certificate of tax residence is a statutory requirement to the extent necessary for the Controller to perform its tax obligations, and providing the bank account number is a contractual requirement for payment by transfer; providing the tax data is a condition for the payment or crediting of the Referral Premium, and until they are provided the Referral Premium is neither paid out nor credited towards the price. If the registration in Zepter & Partners was made by the referring Partner as attorney of the person joining, the Controller received from that Partner the personal data of that person in the scope of the first name and surname or name, e-mail address, mobile phone number and tax identification number, if provided; the Controller also provides this information to that person at the latest at the time of the first contact with that person and in any event within one month of obtaining the data, indicating how to report a registration made without authority. The contact data of a person invited from the Partner Account (the "Invite friends" function) are received by the Controller from the inviting Partner; the invitation contains information about this.

The Seller as an entity obliged to process personal data in a manner safe and compliant with the applicable regulations, he also informs that he has a Privacy Policy, which can be viewed on the Shop's website.