

[Privacy policy](#) | [Cookies policy](#) | [Grading service regulations](#)

PKMNGRADE.COM with the headquarters in Warsaw, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Poland, 14th Commercial Division of the National Court Register, with a capital share of PLN 100,000.00 (hereinafter referred to as the "Administrator").

#### §1 General Information

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| Elaboration of the Privacy Policy | <p>The present Privacy Policy is based on the:</p> <ul style="list-style-type: none"> <li>- Regulation made by of the European Parliament and the European Council 2016/679 made on the day of 27 April 2016 on the protection of individuals with the regard on processing of personal data and on the free movement of such data, and repealing to the Directive 95/46 / EC</li> <li>- The provisions of the Act from May the 10th, 2018. on the protection of personal data (Journal of Laws of 2018, item 1000),</li> <li>- The requirement provided in the Art. 173 of the Telecommunications Law from July the 16th, 2004 (i.e. Journal of Laws of 2017, item 1907).</li> </ul> |
| Personal data controller          | <p>Personal data controller which are shared via the Contact Formuła is <a href="#">PKMNGRADE.COM</a> with the headquarters in Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Poland, 14th Commercial Division of the National Court Register, with a capital share of PLN 100,000.00</p>   |
| Personal data collection          | <p>In connection with using of the Website by the User, the Administrator collects necessary data in terms of to provide individual services offered, as well as information about the User's activity on the Website. Detailed rules and purposes of processing personal data wich are collected during the use of the Website by the User are described below.</p>  |

## §2 Definitions

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| Administrator    | <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> with the headquarters in Warsaw, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Poland, 14th Commercial Division of the National Court Register, with a capital share of PLN 100,000.00 |
| Regulations      | Regulations of the <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> Website, which define the rights and obligations of the Administrator as well as the rights and obligations of the Website Users, is available on the Website  |
| Internet service | The website which is available at the following adress: <a href="http://WWW.PKMNGRADE.COM">WWW.PKMNGRADE.COM</a> is run by the Administrator, with the functionalities specified in the Regulations.   |
| User             | Each Internet user visiting a Website  |

## §3 Korzystanie z serwisu

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| Regulations                  | Using this Service has been specified in details in the Regulations   |
| Users activities             | The User's activity on this Website, including his personal data, are being recorded on our system's logs (a special computer program used to store a chronological record containing information about events and activities related to the IT system used to provide services by its Administrator). The information gathered in the logs are processed in connection with the provision of services. The administrator also processes them for technical purposes, in particular, the data may be temporarily stored and processed to ensure the security and proper functioning of IT systems, e.g. in connection with back ups, testing changes in the IT system, detecting irregularities or protecting against abuses and attacks. |
| Personal data of other Users | If any User enters any personal data of other people on the Website (including their first and last name, address, telephone number or e-mail address), they may do so only if only they do not violate the applicable law and personal rights of these persons.  |

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| Personal data | <p>Personal data of all users of this Website (including IP address or other identifiers and information collected via cookies or other similar technologies) are processed by the Administrator in order to:</p> <ul style="list-style-type: none"> <li>- Ensure the proper functioning of the Website, including improving its operation - the legal basis for processing is the necessity of processing to perform the contract (Article 6 of Polish Law (1) (b) of the GDPR);</li> <li>- provide electronic services in the scope of making the content collected on the Website available to Users, sharing contact forms - the legal basis for processing is the necessity of processing to perform the contract (Article 6 of Polish Law (1) (b) of the GDPR);</li> <li>- collect anonymous statistics to help determine how the Website is being used - the legal basis for processing is the legitimate interest of the Administrator (Article 6 of Polish Law(1) (f) of the GDPR) consisting in analyzing User's activity, as well as their preferences in order to improve the functionalities and services provided;</li> <li>- Handle complaints - the legal basis for processing is the necessity of processing to perform the contract (Article 6 of Polish Law (1) (b) of the GDPR);</li> <li>- enable the Administrator and entities from the Administrator's capital group to present the Users offers and advertisements matching their preferences - the legal basis for processing is the Administrator's legitimate interest (Article 6 of Polish Law (1) (f) of the GDPR) consisting in the marketing of own products</li> <li>- Determinate and pursuit claimed or defended against them - the legal basis for processing is the legitimate interest of the Administrator (Article 6 of Polish Law (1) (f) of the GDPR) consisting in the protection of his rights.</li> </ul> |
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§4 Marketing

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| Consent given | <p>The User agrees to receive marketing information via e-mail, SMS, phone call and other means of electronically ways of communication. The User's personal data will be processed for the purpose of forwarding these information. The basis for data processing is the Administrator's legitimate interest in sending marketing information within the limits of the consent granted by the User (direct marketing). The user has the right to object to the processing of data for the purposes of marketing. The data will be stored for this purpose for the duration of the legitimate interest of the Administrator, unless the User objects to receiving marketing information.</p> |
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| Marketing activities | <p>The Administrator processes, Users' personal data for the purpose of marketing, which may consist of:</p> <ul style="list-style-type: none"> <li>- displaying marketing content to the User that is not accurate to his preferences (contextual advertising). The processing of personal data takes place then in connection with the implementation of the legitimate interest of the Administrator (Article 6 (1) (f) of the GDPR);</li> <li>- displaying to the User marketing content which corresponds to his interests (behavioral advertising). The Administrator processes Users' personal data, including personal data collected via cookies and other similar technologies. The use of personal data collected via this technology for marketing purposes, in particular in the promotion of services and goods of third parties, is based on the legitimate interest of the Administrator and only on condition that the User has accepted the use of cookies. Accepting the use of cookies may be expressed through the appropriate configuration of the browser, and may also be withdrawn at any time, in particular by clearing the cookie history and disabling cookies in the browser settings;</li> <li>- sending e-mail notifications about new offers or content, which in some cases may contain commercial information,</li> <li>- conducting other types of activities related to direct marketing of goods and services (sending commercial information by electronic means and telemarketing activities).</li> </ul> |
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#### §5 Pliki cookies

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| IT Data        | <p>Cookie files are data which are being saved in small text files, which the Web sends to all of the User's end devices (such as: tablets, laptops, computer, phones, etc.) which are connected with the User's use of the Website.</p>  |
| Use of Cookies | <p>Before using the Website, the User will be able to consent the use and storage of cookies on any of his end devices. It is also possible to use the Website without using and saving cookies, in this case all the functions of the Website will not be available for the user. The instructions on how to block saving of cookies files and their removal from any end devices, depends on the web browser which is used.</p> |

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| Types of Cookies    | <p>Types of cookies used by our Service:</p> <ul style="list-style-type: none"> <li>- They are necessary for the proper operation and display of the Website;</li> <li>- They are improving the functionality and optimizing the use of the Website,</li> <li>- Fthey are used for presenting personalized offers for the User (advertising) - allowing for personalization of promotional materials provided to Users through the Website, both of the Administrator and entities from the Administrator's capital group. This information may be used by entities from the Controller's capital group, with the proviso that no data enabling the identification of a specific natural person or data identifying the system used by the User (e.g. IP address) will not be made available or used or will be made available or used in accordance with applicable provisions on the protection of personal data.</li> </ul> |
| Cookies as a tool   | The information obtained from cookies also allows us to evaluate the effectiveness of promotional activities (e.g. by counting how many people are interested in a specific offer).  |
| „Temporary” Cookies | The website uses "temporary" cookies, which are stored until the User logs out of the website. On the other hand "permanent" cookies, are present on any User's end devices, until they are deleted by the User himself.   |
| Third Party Cookies | The website also uses third party cookies, such as the Google Analytics tool. It is necessary for the proper analysis of User's preferences and allows to meet the expectations of the Website Users.  |
| Local storage       | The website also uses the local storage technology, the data of which is being stored in a designated part of the memory used by the User's browser.   |

#### §6 Data retention period

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| Kind of service provided                | The period of data processing by the Administrator depends on the type of service provided and the purpose of data processing. As a rule, the data is processed until the withdrawn consent was made or an effective objection to data processing was raised in cases where the legal basis for data processing was the legitimate interest of the Administrator. |
| Extension of the data processing period | The data processing period may be extended if the processing is necessary to establish and assert any claims or defend against them, and after that time only it will be required by law. After the expiry of the processing period, the data is irreversibly deleted or anonymized.  |

## §7 User access rights

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| Providing an answer      | The answer to the applications form will be given within one month of its receipt. If it is necessary to extend this period, the Administrator will inform the applicant about the reasons for such extension. The answer will be send to the e-mail address from which the application was sent at first place, and in the case of applications sent by letter, the answer will be send by regular mail to the address indicated by the applicant, unless the content of the letter indicates a desire to receive feedback to the e-mail address (in this case, please provide your e-mail adress). |
| Establishing the content | If the Administrator is unable to determine the content of the request or identify the person submitting the application on the basis of the submitted application, he will ask the applicant for additional information.  |
| Users Rights             | The User has the following rights: <ul style="list-style-type: none"><li>- to be informed about the processing of his personal data,</li><li>-to obtain a copy of his data,</li><li>-to rectification,</li><li>-to delete its data,</li><li>-to limit the data processing,</li><li>-to data portability,</li><li>-to object data processing for marketing purposes,</li><li>-to object other purposes of data processing,</li><li>-to withdraw consent,</li><li>-right to lodge a complaint.</li></ul>   |
| Conclusions              | The application regarding the exercise of the rights of data subjects may be submitted by post to the address of the Administrator's seat or electronically to the following e-mail address: <a href="mailto:contact@pkmngrade.com">contact@pkmngrade.com</a> . if possible the application should, precisely indicate what the request concerns, in particular:<br>what permission does the person submitting the application want to use;<br>what processing the request concerns;<br>what processing purposes the request relates to (e.g. marketing purposes, analytical purposes, etc.).        |

## §8 Data Recipients

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| Data transmission | <p>User data may be transferred:</p> <ul style="list-style-type: none"><li>- To the he entities processing personal data at the request of the Administrator, including IT service providers, marketing agencies, law companies and others - are processing data on the basis on a contract made with the administrator and only in accordance with the administrator's instructions,</li><li>- To the entities included in the Administrator's capital group</li><li>- To the entities authorized to obtain those data on the basis of applicable law, e.g. law enforcement authorities in the event of a request by an authority on an appropriate legal basis.</li></ul> |
| EEA free zone     | <p>The transfer of personal data to a country outside the EEA should only take place after the fulfillment of the conditions which were set out in Chapter V of the GDPR.</p>   |

## §9 Data security

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| Ensuring safety | <p>The administrator ensures data security using appropriate technical and organizational measures aimed at preventing unlawful processing of Users' personal data and their accidental loss, destruction and damage, using the necessary security for servers and connections. Moreover, the Administrator makes every effort to ensure that the personal data provided by Users is:</p> <ul style="list-style-type: none"><li>- processed in accordance to the law,</li><li>- collected for specific, lawful purposes and not subjected to further processing inconsistent with these purposes,</li><li>- factually correct and adequate in relation to the purposes for which they are processed,</li><li>- stored in a form that allows the identification of persons to whom they relate, no longer than it is necessary to achieve the purpose of processing.</li></ul> |
| Legal actions   | <p>The administrator takes all necessary steps to ensure that its subcontractors and other cooperating entities guarantee the application of appropriate security measures in each case when they process personal data on behalf of the Administrator.</p>   |

## §10 Modification of the Privacy Policy

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| Rights to modificate | <p>The administrator reserves the right to change the privacy policy to an extent that does not violate user rights.</p> |
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§11 Statements by the Parties regarding the terms and conditions of the grading service

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| Rights to conclude a contract | Each Party declares on its behalf that it is fully entitled to conclude their Framework Contract and their performance, and that the persons who act on their behalf are properly empowered. |
| Circumstances                 | Both parties declare that on the day of signing the Framework Contract there are no circumstances preventing the performance agreement of the grading service.                               |
| Modifications                 | Each Party declares that it does not have the right to assign or transfer all or part of the obligations or rights under the Agreement without the prior written consent of the other Party. |

§12 The purpose of the Agreement for the grading services

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| Purpose of making the agreement     | The purpose of concluding the grading contract is to define the rules regarding to the method of performing the grading service of Pokemon card   |
| Liabilities of <u>PKMNGRADE.COM</u> | <p><u>PKMNGRADE.COM</u> undertakes to perform the service with due diligence and with the best possible use of knowledge and technical capabilities of our employees. The company, after receiving Pokemon cards from their customer:</p> <ul style="list-style-type: none"> <li>- Register each copy in their system</li> <li>- Verifies the authenticity of cards</li> <li>- performs an automated photo session of cards</li> <li>- closes the card in an individually prepared case with a label and an NFC chip inside of it</li> <li>- Makes a return shipment of the cards to the address indicated by the Customer using Paczkomaty with insurance in the amount of PLN 5,000 for each shipment (available only in Poland) or priority mail or parcel mail by Poczta Polska with tracking function without insurance. Customers wishing to use a company other than Poczta Polska and to use the mailing of cards with insurance may request a quote for such mailing with insurance at the time when the cards are graded and ready for shipment. PKMNGRADE will then evaluate the fee of this service at the courier company, reduce it by the amounts already collected for the return shipment and send the customer the amount to be paid. PKMNGRADE is not responsible for losses made by Poczta Polska, Paczkomaty and courier companies.</li> </ul> |
| Customer obligations                | The customer by using the grading services of <u>PKMNGRADE.COM</u> is obliged to carefully complete the order template, pay the due fee, send only those cards that <u>PKMNGRADE.COM</u> accepts for grading in accordance with the information on the website, properly pack your cards into sleeves and then into top loaders , placing the order number inside the parcel on a separate piece of paper, which is necessary to track your order on <u>PKMNGRADE.COM</u> as also to keep in touch via e-mail, for further information related to the grading service during its duration and after its completion, for example in terms of introducing a new functionality (for example, cardholder tracking).   |

§13 Grading scale:

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| <p>Detailed evaluation</p> | <p>Ratings for each separate parts of the card, are known as subgrades.<br/>           PKMNGRADE has 38 detailed subgrades according to our grading scale. Detailed grades for a given category are being averaged without rounding. The categories of specific assessments are as followed:</p> <ul style="list-style-type: none"> <li>- Edges - 8 detailed ratings + surface ratings</li> <li>- Corners - 8 detailed ratings + surface ratings</li> <li>- Centering - 4 detailed ratings</li> <li>- Surface - 2 detailed ratings + holo surface rating</li> </ul>   |
| <p>Overall Rating</p>      | <p>The overall rating of the card results from the average of all 38 sub grades of all four categories, according to the following numerical ranges.</p> <p>10+ = &lt;10; 10&gt;<br/>           10 = &lt;9.75; 9.99&gt;<br/>           9.5 = &lt;9.25; 9.74&gt;<br/>           9 = &lt;8.75; 9.24&gt;<br/>           8.5 = &lt;8.25; 8.74&gt;<br/>           8 = &lt;7.75; 8.24&gt;<br/>           7.5 = &lt;7.25; 7.74&gt;<br/>           7 = &lt;6.75; 7.24&gt;<br/>           6.5 = &lt;6.25; 6.74&gt;<br/>           6 = &lt;5.75; 6.24&gt;<br/>           5.5 = &lt;5.25; 5.74&gt;<br/>           5 = &lt;4.75; 5.24&gt;<br/>           4.5 = &lt;4.25; 4.74&gt;<br/>           4 = &lt;3.75; 4.24&gt;<br/>           3.5 = &lt;3.25; 3.74&gt;<br/>           3 = &lt;2.75; 3.24&gt;<br/>           2.5 = &lt;2.25; 2.74&gt;<br/>           2 = &lt;1.75; 2.24&gt;<br/>           1.5 = &lt;1.25; 1.74&gt;<br/>           1 = &lt;1.00; 1.24&gt;</p> |

§14 Fees

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| Types of payment | <p>While using <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> website the customer pays only two fees:</p> <ul style="list-style-type: none"><li>- One for the grading service</li><li>- The second one for the shipment of cards to the address provided.</li></ul> <p>The customer does not bear any fees for:</p> <ul style="list-style-type: none"><li>- the value of the card,</li><li>- for exceeding the value of the card, f</li><li>- or the Unlimited Vault service, which consists in the free storage of cards, for membership.</li></ul> <p>The customer will receive refund (lowered by transaction fee) for the card grading fee if he sent the card which are inconsistent with the list of acceptable cards in case when PKMNGRADE made their decision to not grade of the given card. There is a possibility that PKMNGRADE will grade card not compatible with acceptable card list but it's PKMNGRADE decision to make.</p> <p>Each card suspected of its authenticity may not be loaded and at the same time the fee will be considered by PKMNGRADE.</p>  |
| Customs duties   | <p>For shipments outside the European Union, the declared value of the shipment must not exceed USD 500. If this value is exceeded, it would be possible to hire a customs agent in the country of delivery, and <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> does not accept such shipments. Please use HS970500 or CN9705000090 code as a Tariff Number and please use PL525276312500000 code as an Importer's Reference. Cards sent to <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> from outside the European Union must contain the following information:</p> <ul style="list-style-type: none"><li>- "Pokemon cards for Appraisal Service Only. Not Sold Items, will be returned to the owner after the service is performed. "</li></ul> <p>The value for customs purposes when sending the cards to the Customer will be given as the sum of the fees incurred by the Customer for the grading service and it will be stated that they are "Pokemon Cards returned to the sender. Items unsold, returned to the owner after the valuation service has been performed. " All customs and tax duties, despite the conclusion of the above-mentioned clauses, and in particular if these clauses have been omitted by the Customer, are payable by the Customer both in terms of import and export fees.</p> |

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| Reimbursement of legal fees | <p>The customer has one of two options to choose from: shipment up to 60 business days or up to 30 business days. In PKMNGRADE we guarantee that the time selected by the customer counts from the date of delivery to the PKMNGRADE headquarters in Warsaw. The cards will be verified, they will be given a grading rating and prepared for return shipment. Shipments from middleman in Great Britain address are sent to the headquarters at two-week intervals and the date of delivery applies to delivery to the headquarters in Warsaw. These parcels are insured for twice the value of the grading service and are sent twice a month: on the first day of the month and on the fifteenth day of the month, unless there are holidays or non-working days. The first day of our shipment is on 01/08/2021. If the deadline is exceeded by at least one day for the 60-day service and for the 30-day service between the one day exceedance and the 29-day exceedance, the Customer is entitled to a voucher worth 10% of grading fees, excluding shipping costs to be used for the next order. The voucher is valid for 24 months. The voucher cannot be redeemed in the form of money transfer. In the period of exceeding the deadline for the 30-day service between exceeding the delay by 30 days and more, a voucher is due in the amount of the difference between the 30-day and 60-day service, increased by 10%, counting the value of the order using the 60-day option to be used for the next order.</p> |
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§15 Disclaimer

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| Liabilities of <u>PKMNGRADE.COM</u> | <p><u>PKMNGRADE.COM</u> uses all available knowledge and technological facilities in order to properly provide the service.</p> <ul style="list-style-type: none"> <li>- However, it is not responsible for the shortening of the estimated 50 years of operation, slower functioning or non-functioning of the built-in NFC chip, especially if it was exposed to extreme weather phenomena or high/low changes of temperature. - It is not responsible for the full tightness of cases for water and other liquids.</li> <li>- It is not responsible for the long-term intense irradiation of cases with radiation. It is not responsible for any attempts to modify, open, counterfeit and modify the case.</li> <li>- It is not responsible for the destruction of cards, if they were sent in a different way than recommended.</li> <li>- It is not responsible for the destruction of cards in transport, because the responsibility lies with the postal operator and it is the customer who should submit a complaint directly to the postal operator.</li> <li>- <u>PKMNGRADE.COM</u> bears full responsibility for the cards from the moment of verifying the contents of the parcel until the return parcel is handed over to the postal operator.</li> <li>- <u>PKMNGRADE.COM</u> is not responsible for delays and losses caused by a pandemic, hostilities, terrorism, acts of vandalism, acts of violence, burglary with robbery, burglary and activities threatening health and life.</li> </ul> |
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## §16 General provisions

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| Amendments to the Contract and Agreements | Any amendments or additions to this Contract, with the exception of changes to the data of persons listed in the Agreement, residential and mailing addresses, telephone numbers, e-mail addresses will not be treated as an amendment to the Agreement, and shall be null or void.  |
| Data modifications                        | Each Party is obliged to inform about any changes of the data of persons mentioned in the Agreement, residential addresses, correspondence addresses, telephone numbers, e-mail addresses immediately after the change occurs. By not informing one of the Party's about the change, delivery of the correspondence to the last known address of the Party affected by the change will be deemed effectively effected. |
| The entry into force of the agreement     | This contract is concluded and comes into force when the fees for the grading service are credited to the <u>PKMNGRADE.COM</u> bank account.   |
| Common Court                              | All disputes arising from or related to this Amendments or agreements shall be submitted to the common court competent for the seat of <u>PKMNGRADE.COM</u> for resolution.  |

## §17 Complaints

1. The basis and scope of the Seller's liability towards the Customer, if the sold Product has a physical or legal defect (warranty) are specified in the provisions of the Civil Code, in particular in art. 556 and following of the Civil Code.
2. The complaint may be submitted by the Customer, in a form of a writing to the following address: PKMNGRADE ul. Mickiewicza 37/58 01-625 WARSAW. If the complaint concerns the Product, that is advisable to deliver it to the Seller together with the complaint in order to enable the Seller to examine the Product.
3. If the sold Product has a defect, the Customer may submit a declaration of price reduction or withdrawal from the Sales Agreement, unless the Seller immediately and without undue inconvenience to the Customer replaces the defective Product with a defect-free one or removes the defect. The reduced price should remain in such proportion to the price resulting from the contract in which the value of the Product with the defect remains to the value of the Product without the defect. The Customer may not withdraw from the contract if the Product defect is irrelevant and does not affect the product features listed on the Seller's websites;
4. The Customer may request the replacement of the Product with a non-defective one or, instead of replacing the Product, demand that the defect be removed, unless it is impossible to bring the Product into compliance with the contract in the manner chosen by the Consumer or would require excessive costs compared to the method proposed by the Seller. When assessing the excess of costs, the value of the Product free from defects, the type and significance of the defect found is taken into consideration, as well as the inconvenience to which the Consumer would otherwise be exposed.
5. It is recommended that the Customer provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the defect; (2) demand a method of bringing the Product into compliance with the Sales Agreement or a declaration of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the person submitting the complaint - this will facilitate and speed up the consideration of the complaint by the Seller. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

6. The Seller will respond to the Customer's complaint immediately, not later than within 14 days from the date of its receipt. If the Customer has requested replacement of the item or removal of the defect, or submitted a price reduction statement, specifying the amount by which the price is to be reduced, and the Seller has not responded to this request within 14 days of its receipt, it is considered that the request was considered as justified.
7. If the Seller responds to the Customer's complaint or to exercise the Customer's rights under the warranty, it will be necessary to deliver the Product to the Seller, in accordance with art. 5612 in connection with with art. 354 § 2 of the Civil Code, the Customer will be obliged to deliver the Product at the Seller's expense to the following address: PKMNGRADE ul. Mickiewicza 37/58 01-625 WARSAW.
8. The Seller is liable under the warranty if a physical defect is found within two years from the date of delivery of the Product to the Customer. The claim for the removal of the defect or replacement of the Product with a product free from defects expires after one year from the date of finding the defect, however, in the case of an Order placed by a Consumer - the period of limitation may not end before the expiry of the period referred to in the first sentence.

#### §18 Returns

In accordance with point 3 of Art. 38 of Polish Law, you cannot renounce a distance contract in the case of contracts where the subject of the service is a non-prefabricated item, manufactured according to the consumer's specifications or serving to satisfy his individual needs. The provided service is provided individually for each ordered item, therefore withdrawal for such a distance contract is not possible.

#### §19 Agreements

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| Data Controller                    | The client was notified about the fact that the data controller is <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> with share capital in the amount of PLN 100,000.00 (one hundred thousand zlotys), based in Warsaw. The data is processed by the company for the purposes of contract performance. The data is not transferred to third parties, unless it is required by the performance of contracts. The data is processed in accordance with the Regulation 2016/679 made by the European Parliament and the Council on the day of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of data, and repealing Directive 95/46 / EC (GDPR ). The data will not be made available to third parties without the express consent of the institutions authorized by law. The data provided will be processed on the basis of art. 6 sec. 1 point a), b) or f) of the GDPR. They will not be transferred to a third party or any international organizations. Personal data will be stored for the period resulting from the nature of the contract, but no longer than for the period in which the deadline for submitting any claims or complaints related to the performed activities will come. If you have any questions, in particular the need to exercise your rights as a data subject, please write to the company's address. |
| Voluntary Nature                   | Providing personal data by the Customer is voluntary.   |
| Requesting access to personal data | The customer has been informed about the right to request the access to his personal data.  |

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| The rights of changing your personal data                | The Client has been notified about his rights to change his personal data.   |
| The right to erase your personal data                    | The Client has been notified about his rights to erase his personal data.  |
| Email  | The customer agrees to receive commercial information by electronic means to their e-mail address provided within the meaning of art. 10 sec. 1 of the Act of 18 July 2002 on the provision of electronic services from <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a>                                       |
| SMS  | The customer agrees to receive commercial information to the indicated telephone number in the form of SMS messages within the meaning of 10 sec. 1 of the Act made on the day of 18th July 2002 (of Polish Law) on the provision of electronic services from <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> |
| Telephone  | The customer agrees to receive commercial information to their indicated telephone number in the form of telephone calls within the meaning of art. 10 sec. 1 of the Act made on the day of 18th July 2002 on the provision of electronic services from <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a>       |
| The processing of personal data.                         | The customer agrees to the processing of personal data within the meaning of the Act made on the day of 29th August, 1997 on the Protection of Personal Data and the Act of July 16, 2004 Telecommunications Law for marketing purposes by <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a>                    |
| The data processing for the purpose of website operation | The customer expresses irrevocable consent to the processing of data and the possibility of contact by <a href="http://PKMNGRADE.COM">PKMNGRADE.COM</a> in connection with the need for the website to function, adding new functionalities and ensuring the security of card authentication.                  |

These regulations came into force on the 01/04/2021.