

# **Privacy Policy of the Web Service**

## **WWW.AGROBROKERS.PL**

### **I. GENERAL PROVISIONS**

Terms and conditions of use of the web site [www.agrobrowsers.pl](http://www.agrobrowsers.pl) where information is published on the carriage offer, an offer enquiry form and contact form and where personal data is processed in connection with the performance of services for users. The Controller reserves the right to amend the provisions of the Policy.

### **II. DEFINITIONS – the phrases used in this document shall have the following meaning:**

- 1) Portal owner - AGRO BROKERS TRANSPORT sp. z o.o. sp. k., ul. Krakowska 52, 50-425 Wrocław is the owner of rights to the portal, authorised to use its resources;
- 2) [www.agrobrowsers.pl](http://www.agrobrowsers.pl) portal - resources of the portal on the business of the Company which each User can access without having to go through any registration procedure;
- 3) User - a person using the resources of the portal as permitted in these Regulations;
- 4) GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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).

### **III. RULES OF USER ACCESS TO PORTAL RESOURCES**

- 1) Access to the portal resources does not require Users to undergo any registration in the system.
- 2) In order to ensure that the Portal operates correctly, the User's web browser should have the cookies function activated.
- 3) AGRO BROKERS TRANSPORT sp. z o.o. sp. k. provides Users will access to the resources of the information portal free of charge for an indefinite period of functioning of the Portal.
- 4) Users shall be entitled to use the resources of the portal solely for their personal benefit. All data and materials in the portal that are protected subject to regulations on copyright and such that are not subject to such protection, may not be used by Users for any commercial activity.
- 5) Additionally, the owner of the portal shall not be held liable for no access to the portal due to a failure of telecommunications services and for any other effects of defective operation of telecommunications connection and any resultant damage.

#### **IV. PROCESSING OF PERSONAL DATA OF PORTAL USERS**

- 1) Pursuant to Art. 6.1.b) of GDPR - in order to conclude a contract and upon a request of the data subject, the User's personal data disclosed in the contact or enquiry form shall be processed by AGRO BROKERS TRANSPORT sp. z o.o. sp. k. to the extent compliant with the User's request.
- 2) Additionally, your personal data will be processed for archiving purposes.
- 3) The provision of personal data is voluntary. You have the right to access the content of your data and correct it.
- 4) AGRO BROKERS TRANSPORT sp. z o.o. sp. k. with its registered office in Wrocław at ul. Krakowska 52 is the controller of your personal data.
- 5) We inform that AGRO BROKERS TRANSPORT sp. z o.o. sp. K. is the controller of your personal data including first name, last name, telephone number, e-mail address, IP address and information on your preferred product / service.
- 6) Users have the right to access the disclosed data and have it corrected, deleted, have the processing restricted and have the data transferred as well as the right to object to the processing of personal data, by sending an e-mail message to: [biuro@agrobrowsers.pl](mailto:biuro@agrobrowsers.pl) or calling the controller at: +48 71/360 40 70.
- 7) Users have the right to file a complaint to the President of the Personal Data Protection Office (PUODO) when they find that the processing of their personal data violates the provisions of GDPR.
- 8) Users' personal data will be processed for the time required to present an offer or until expiry of any contractual claims.
- 9) Users' personal data shall not be subject to any automatic decision taking process.

#### **V. SECURITY**

All collected data is protected with the use of reasonable technical and organisational measures and security procedures applied in the entity so that it is protected against access of unauthorised persons or unauthorised use of the data. Entities related to the Portal, trusted partners and external service providers have agreed to manage the data in compliance with the applicable requirements of security and privacy protection.

#### **VI. COOKIES IN THE WEB PORTAL, OPERATIONAL DATA AND ANALYTICS**

- 1) The Controller's web sites use cookies.
- 2) Cookies contain IT details in the form of small text files that are sent by the server and saved in the User's end device (e.g. on a computer hard disk or in smartphone memory) and are designed to support the use of web sites. Cookies usually contain the name of the web site they originate from, the storage time on the end device and their unique number.
- 3) It is the portal administrator or the entities whose services are used that place cookies on end devices and gain access thereto.

- 4) The Controller's web sites may use two types of cookies: session cookies and persistent cookies. Session cookies are temporary files stored in visitors' end devices until the visitors log out, leave the web site or the web browser is switched off. Persistent cookies are stored in visitors' end devices for the time set in the cookie parameters or until removed by the visitor.
- 5) The Portal does not collect any information automatically except the information in cookie files.
- 6) The Controller may process the data in cookie files when users visit the Web Portal for the following purposes:
  - adapt the content of the Web Portal to Users' individual preferences (e.g. their preferred language);
  - saving the IP location, time zone;
  - collection of anonymous statistics presenting the way the Web Portal is used - to study the behaviour of visitors to the Web Portal in reliance on an anonymous analysis of their operations (e.g. repeated visits at specific sites, key words, etc.) that support our understanding how visitors use our web site in order to better adapt the portal to the visitors' preferences and behaviour;
  - use by the Controller of third-party services - Google LLC in the form of Google Analytics. Additionally, the portal may display links to other portals like Google Maps. Those entities use their own cookie files that are not controlled by the Controller.
- 7) Default settings of the software used to browse in the Internet (web browser) usually support the acquisition and storage of information or obtaining access to information already stored in the Users' telecommunications end device, including cookie files. Users may determine the terms and conditions applicable to their use of cookies with settings of their own web browsers. This means that for instance cookies may be deleted, the possibility to save cookies may be partly restricted (e.g. temporarily) or totally disabled - however, in the latter case that may affect certain functionalities of the web sites.
- 8) The cookie-related settings of the web browser are important with respect to consent to use cookies by the portal sites - in compliance with the applicable regulations, such consent may also be provided with appropriate settings of the web browser.
- 9) If the visitor does not agree to the use of cookies, the settings of the web browser may be modified so that automatic handling of cookies is blocked, or the User is informed each time cookies are sent to the User's end device. After each visit to the site, Users may delete cookies from their devices.

- 10) Detailed information on the possibilities, methods of use and on modifications of settings concerning cookies and how they can be deleted, is provided in the help item or documentation of the web browser.
- 11) In its Web Portal, the Controller may use the services of Google Analytics, Universal Analytics provided by Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA). Those services help the Controller in analysing traffic in the Web Portal. The collected data is processed as part of the services in an anonymised manner (this is operational data that prevent identification of specific persons) to generate statistics supporting the administration of the Web Portal. The data is collective and anonymous - it does not contain features supporting identification (personal data) of the persons who visit the Web Portal. Using the above services, the Controller collects in the Web Portal such data as sources and the medium of the visitors to the Web Portal and their behaviour on the Web Portal, information on the devices and web browsers used to enter the Portal, IP and domain, geographical details and demographic details (age, gender) and interests.
- 12) Users may easily block the disclosure to Google Analytics of information on their activity on the Web Portal - to this end it is necessary to install an additional element to the web browser as provided by Google Inc.
- 13) Any restrictions to the use of cookies may affect certain functionalities available on the web sites. When the required cookies are disabled, the use of the web sites may be made difficult or impossible at all in certain situations.

## **VI. FINAL PROVISIONS**

- 1) These Regulations serve as general contractual terms and conditions within the meaning of the Civil Code.
- 2) When the Regulations are amended, the amendments shall be made available to Users by publication on the web sites of the Portal.
- 3) Neither Party may assign its rights hereunder to a third party without the written consent of the other Party.
- 4) Any comments and complaints relating to the Portal may be submitted by e-mail to the address: [biuro@agrobrokers.pl](mailto:biuro@agrobrokers.pl).
- 5) Information on the outcome of complaint proceedings shall be provided to the interested parties by e-mail within 14 days of submission of each complaint.
- 6) The Parties to the Contract shall endeavour to resolve any disputes that may arise in connection with the performance of the Contract in an amicable manner.
- 7) When no amicable solution can be reached, any disputes between the Parties shall be resolved by a court competent for the Controller's registered office.