

TERMS AND CONDITIONS OF PROVISION OF SERVICES BY ELECTRONIC MEANS
(hereinafter the "Terms and Conditions")

DEFINITIONS

The following terms used in these Terms and Conditions shall have the meanings defined below:

1. "Service Provider" – shall mean the entity indicated in § 2 (1) of the Terms and Conditions;
2. "Service Recipient" – shall mean a natural person who uses the service referred to in the Terms and Conditions;
3. "Service" – shall mean the services indicated in § 3 of the Terms and Conditions;
4. "Party" or "Parties" – shall mean, depending on the context, the Service Recipient or the Service Provider, or both parties collectively.

§ 1

1. The Terms and Conditions specify:
 - type and scope of services provided by electronic means;
 - terms of provision of services by electronic means;
 - terms for concluding and terminating contracts for the provision of services by electronic means;
 - procedure for filing complaints regarding the provision of services by electronic means.
2. The Service Provider shall deliver the Terms and Conditions in a form that allows it to be downloaded, saved and printed.

§ 2

1. The Service Provider is Publicis sp. z o.o., a company having its registered office in Warsaw.
2. The minimum technical requirements for using the Service are as follows:
 - a computer or other device connected to the Internet;
 - access to e-mail;
 - a web browser that allows for displaying hypertext (HTML) documents linked on the Internet via a Web service on a computer screen.
3. Each The Service Recipient shall comply with the Terms and Conditions from the moment of taking action aimed at using the Services.

§ 3

The Service Provider shall provide the following Services by electronic means:

1. generating Christmas cards using artificial intelligence tools, i.e. Midjourney;
2. the possibility of making a donation to Fundacja K.I.D.S. Klub Innowatorów Dziecięcych Szpitali with its registered office in Warsaw (by placing a link to the website of the above-mentioned foundation).

§ 4

1. It is prohibited for the Service Recipient to provide unlawful content. In the event of the Service Provider receiving an official notification or reliable information about the unlawful nature of the stored data provided by the Service Recipient, the Service Provider may immediately delete such data or prevent access to such data, subject to the next section.
2. In the event that the Service Provider becomes aware of the use of the Service by the Service Recipient contrary to the Terms and Conditions or of the unlawful nature of the stored data provided by the Service Recipient, the Service Provider shall notify the Service Recipient of its unauthorised activities with a request to immediately cease them.

§ 5

1. The moment of concluding an electronic contract for the provision of services by electronic means shall be deemed to be the actual commencement by the Service Recipient of the use of the Services.
2. The contract is concluded for a definite period of time, i.e. for the duration of the actual use of the Service by the Service Recipient. The Service Recipient may at any time resign from using the Services.
3. The contract for the provision of Services by electronic means shall be terminated upon termination of the use of the Services by the Service Recipient.

§ 6

1. The Service Recipients shall be entitled to submit complaints regarding the provided Services by e-mail to the following address: support@empatyczna-ai.pl.
2. Complaints shall be considered by the Service Provider within 14 days of their receipt, and in the case of particularly complex matters within the time limit specified by e-mail to the e-mail address provided in the notification.

§ 7

1. If any part of the Terms and Conditions is found to be invalid, ineffective or otherwise legally defective, the remaining part shall remain in force. In the case of provisions considered invalid, ineffective or unenforceable, the Service Provider shall be entitled to replace such provisions, if possible, with alternative provisions that will be valid, effective and enforceable and will reflect the original intentions of the Parties, with the other Party having the right to object in writing.
2. The court competent to settle disputes under the Terms and Conditions and the Service shall be the court having jurisdiction over the seat of the Service Provider.