

Privacy Policy

of Websites owned by Nowy Adres S.A.

1. Definitions of terms used in the Privacy Policy

1. User - a natural person, legal person or an organisational unit without legal personality who use the services supplied electronically using Websites indicated in item 2;
2. Personal data – any information related to identified or identifiable natural person.
3. Operator, User Personal Data Administrator - Nowy Adres S.A., with its registered office in Warsaw (00-833), at ul. Sienna 75, 00-833 Warsaw, NIP:527-23-85-577, REGON 015242444, a Company registered with the District Court for the Capital City Warsaw, 12th Commercial Division of the National Court Register under entry number KRS 0000310941. Share capital PLN 100,000, fully paid up;
4. Websites - websites available at the following web domains:
 - www.nowyadres.pl
 - www.mieszkaniowi.pl
 - www.biznesowi.pl
 - www.matchmaker.nowyadres.pl

referred to separately as “Website”.

2. General information.

1. The Operator of the following Websites:
 - a. www.nowyadres.pl,
 - b. www.mieszkaniowi.pl,
 - c. www.biznesowi.pl,
 - d. matchmaker.nowyadres.pl

and publisher of electronic and traditional periodicals related to the Websites is Nowy Adres S.A. with its registered office in Warsaw (00-833) at ul. Sienna 75, 00-833 Warsaw, NIP:527-23-85-577, REGON 015242444, a Company registered with the District Court for the Capital City Warsaw, 12th Commercial Division of the National Court Register under entry number KRS 0000310941. Share capital totals PLN 100,000.

2. The Operator may gain information concerning the Users and their behaviour in the following manner:
 - a. information and data entered voluntarily in forms;
 - b. information and data entered voluntarily in the MatchMaker application available to Users;
 - c. saving cookie files on end devices;
 - d. saving information on location based on web browser data;
 - e. collecting www server logs.
3. The Operator shall make every effort to assure that the privacy of Website Users is protected and shall apply a policy aimed at minimising the measures leading to the disclosure of User data or to entrusting third parties with the processing of such data.

3. Website forms.

1. Using the forms, the Operator collects and processes only the information and personal data voluntarily provided by the User.
2. The Website may also save information regarding the connection parameters (time stamp, IP address).
3. The data saved using the form are protected by the Operator in line with the principles specified herein.
4. The data provided in the form are processed for the purpose resulting from the function of the form, e.g. to complete the processing of a service request or sales contact.
5. The data included in the forms may be transferred to entities handling the technical aspects of the provision of some services, it pertains in particular to transferring information on the owner of the registered domain to entities operating web domains (most of all Naukowa i Akademicka Sieć Komputerowa j.b.r – NASK), payment websites or other entities with whom the Website Operator cooperates in this respect. Detailed principles of disclosing data to third parties are presented in item 7 hereof.
6. While the User is filling in the forms available on the Websites, the Operator shall assure a link secured with a security certificate to prevent interception of data by unauthorised parties.
7. If the Website is used to sell or book tickets/invitations to fairs of trade conferences, in each case the Operator shall inform the User of the purpose and scope of processing of the personal data provided by the User that extend beyond the execution of the agreement, i.e. provision of the booked or purchased service.

4. Server logs.

1. Information on some User behaviours are logged at server layer. These data are used for website administration purposes and to assure the most efficient handling of services provided.
2. The viewed resources are identified by URL addresses. Moreover, the following data may be recorded:
 - a. time of request,
 - b. time of reply,
 - c. client station name - if the identification is handled by HTTP protocol,
 - d. information on errors occurring when the transaction is performed - if handled by HTTP protocol,
 - e. URL address of page visited previously by the User (referrer link) - should the Website be entered via link,
 - f. information on the User's browser,
 - g. information on IP address.
3. These data may be associated with specific Website Users.

5. Newsletter and contact with Users via e-mail

1. Subscribing to electronic and complimentary newsletters owned by the Operator shall require the provision of the name, e-mail address or other data in the relevant form. The Operator marks the fields required for ordering the newsletter. The data obtained in this manner are added to the Operator's mailing list. E-mail address is required for sending the ordered content to the recipient. The name helps address the recipients by name. Other data (i.e. surname, profession, company name, hobbies) help personalise the messages and newsletter contents.
2. The Newsletters contain information regarding Websites, Periodicals, Operator's services and products (e.g. promotions, new products, partner actions), non-commercial messages (e.g. wishes, personal notes etc.) and other commercial information regarding real estate (messages concerning the services provided by the Operator;'s partners, promotions, advertisements and other marketing materials).
3. The consent to receiving newsletter is always given voluntarily. The Operator never makes accepting the service order or User registration in the Website subject to giving consent to receiving the newsletter.

4. By agreeing to receiving newsletters the User agrees as follows:

Acting as end-user within the meaning of article 172.1 of the Telecommunication Law of 16 July 2004 (i.e. Journal of Laws Dz. U. of 2016, item 1489 as amended), I do hereby agree for the Operator (Nowy Adres S.A. with its registered office in Warsaw) to use direct marketing using telecommunication equipment, by sending marketing and commercial information to the e-mail address I provided, as specified in article 10 of the Act on Electronic Service Provision of 18 July 2002 (i.e. Journal of Laws Dz. U. of 2016 item 1030, as amended).

5. At any time the User may withdraw the consent to receiving newsletters. Such withdrawal does not cause any limitation or exclusion of other services of the Operator, unless such consequence is clearly communicated to the User before accepting the withdrawal.
6. To withdraw consent to receiving newsletters the User must check a relevant field in the message confirming the subscription of newsletter and then in the contents of each following newsletter. Regardless of the method specified in the previous sentence, the User may at any time submit a notice of withdrawal from subscription (as well as from any other service available on the Website) to the Operator. The notice may be made in any form, however the Operator recommends e-mailing it to the Operator's address.
7. Apart from the newsletter, the Operator shall have the right to send unsolicited messages to Users whose contact data the Operator has and who accepted the Privacy Policy. Unsolicited messages other than the newsletter pertain directly to the Operator's services and the operation of the Websites and cover technical information (including interruptions and changes to the Websites, new functionalities) and of legal and organisational nature (including the information on amendments of terms and conditions or organisational transformation of the Operator).

6. User's phone number and contact with Users via telephone communication devices

1. In order forms of the Website, the Operator clearly marks the information whether giving the phone number by the User is required to order and provide the service.
2. It may be necessary for the User to give the phone number in particular if phone contact with the User is a vital element of the service rendered, e.g. facilitates making appointments for participants in conferences or trade meetings or confirming such appointments.
3. Phone numbers entered by the Users are used for the purpose of provision of the ordered services, including in particular the information on the details, terms and schedule of the service rendered. In such case the Operator makes voice phone calls and sends SMS/MMS messages.
4. The User may allow the Operator to inform of new services, offers or trade events, in particular pertaining to the real estate market, by initiating phone calls or sending SMS/MMS messages to the given telephone number. The Operator reserves that such information of offers may constitute direct marketing of goods and services.
5. By agreeing to receiving information and offers to the provided telephone number, the User agrees as follows:

Acting as end-user within the meaning of article 172.1 of the Telecommunication Law of 16 July 2004 (i.e. Journal of Laws Dz. U. of 2016, item 1489 as amended), I do hereby agree for the Operator (Nowy Adres S.A. with its registered office in Warsaw) to use direct marketing using telecommunication equipment, by delivering marketing and commercial information, which are solicited trade information, to the phone number I provided (by voice calls and SMS/MMS messages), as specified in article 10 of the Act on Electronic Service Provision of 18 July 2002 (i.e. Journal of Laws Dz. U. of 2016 item 1030, as amended).

6. The User may, free of charge and at any time, revoke the consent to the Operator using the phone number in full or with limiting the scope of the consent only to e.g. direct marketing. In the case of service the ordering of which requires a phone number, the Operator reserves that the full revocation of consent to the Operator using the entered phone number may result in the restriction or exclusion of the service.

7. Matchmaker Application

1. The Operator shall make available to the Website Users a Matchmaker application which is used to arrange meetings by conference participants.
2. The Matchmaker application is a separate service provided by the Operator and the use thereof requires separate installation.
3. By registration in the application, the User agrees to receiving requests and invitations directly from other application Users. The Operator may contact the User by phone to carry out activities required to use the application.
4. By means of the application the Operator collects and processes only data (including personal data) provided voluntarily by the User, within the scope of the consent granted by the User. The Operator informs that they hold the right to process personal data in the form of a phone number also for the purposes of direct marketing of own goods and services by telephone.
5. The User data entered or gained while filling in the registration form in the Matchmaker application shall be governed respectively by the provisions of item 4 hereof.

8. Information and data disclosed by the Users, not covered by Operator's protection

1. Any and all User information (including personal data) disclosed by Users themselves on the Operator's websites while commenting articles; replying to forum posts, e-mails and other forms of exchanging information among Users, shall be available to visitors of the pages containing such disclosed data. The Operator cannot protect the data disclosed in such manner against third parties which may use the User data to send unspecified information. Therefore the Operator does not require the Users to disclose their data (including personal data) while using the above-mentioned functionalities of the Websites.

9. Principles of recording and using the User's recorded image

1. The Operator informs that they may, acting as an organiser or co-organiser, record the image of the User purchasing the ticket via the Website (or any other document authorising to participate) and then taking part in fairs, conferences or other trade events. Image recording may also include other persons for whom the User purchased a ticket (or another document authorising to participate) and minors who are under the User's care during fairs, conferences or trade events.
2. The Operator shall each time inform of the scope of the consent to recording and using the recorded image in the terms and conditions or fairs, conferences or other trade events.

3. The Operator uses, directly or through authorised entities, the recorded image solely within the scope of granted consent and applicable legal regulations.
4. The person whose image was recorded may each time oppose to the use thereof. In such case the Operator shall undertake all necessary measures to cease the use of the image, taking into account the technical nature of the method of use and respecting the principles of legal publishing. Therefore, the Operator shall immediately remove the image from the Websites, however in the event of using the image in publications or materials published in print or electronically, the image will not be used in the next issue of publications or materials.

10. Rules of User data processing and protection

5. User data, in particular personal data, are processed by the Operator for the sole purpose for which they were collected, they are subject to adequate protection and are disclosed to third parties only to the extent allowed by the law.
6. Subject to items 9-12 below, User personal data are disclosed to third parties solely upon explicit prior consent of the person they pertain to.
7. Operator's partners who order the handling or mailing services do not have any access to contact data of persons on the Operator's mailing lists. In the event of creating and keeping User profiles by the Operator, profile data available for third parties are not linked with any designations that may identify the User.
8. User personal data are administered by the Operator.
9. The Operator processes User personal data in line with the provision of the Personal Data Protection Act of 29 August 1997 (Journal of Laws Dz. U. of 2014 item 1182 as amended) using adequate technical and organisational measures. Personal data are duly protected against third party access, damage or destruction.
10. In the contents hereof the Operator provides the User with any and all legally required information before the User gives his or her personal data and agrees to the processing thereof. User registration or ordering a service through the Website is possible solely after the User has confirmed reading the Privacy Policy.
11. In order to help User find and identify the content referred to in item 6, the Operator includes the following information for persons whose personal data are collected:

Information on the purposes and scope of personal data processing

In line with article 24.1 of the Personal Data Protection Act of 29 August 1997 (uniform text: Journal of Laws, Dz. U. of 2014 item 1182, as amended), we hereby inform that:

- The Administrator or Personal Data within the meaning of the Personal Data Protection Act of 29 August 1997 (i.e. Journal of Laws Dz. U. of 2014, item 1182, 1662) is Nowy Adres S.A., with its registered office in Warsaw at ul. Sienna 75, 00-833 Warsaw, NIP:527-23-85-577, REGON 015242444, a Company registered with the District Court for the Capital City Warsaw, 12th Commercial Division of the National Court Register under entry number KRS 0000310941.
- The personal data are collected by the Administrator and will be processed by the Administrator or entities acting on the Administrator's behalf for the purpose of provision of the ordered service in line with the Terms and Conditions of the Website, in line with the rules specified in the Privacy Policy and Cookies Policy.
- The recipients of the Users' data may be: entities handling the marketing campaigns for the Administrator's services upon the Administrator's order; entities cooperating with the Administrator at organisation and promotion of fairs and other trade events, banks, online payments operators and postal operators.
- The Administrator or entity operating upon the Administrator's order shall process personal data also for the purpose of direct marketing of their services. If it is required to obtain consent to handle specific marketing activities under specific regulations, such actions will not be held without a separate consent of the User.
- The User holds the right to access his or her personal data, correct them at any time and to demand that personal data processing be ceased.

12. Personal data may be accessed solely by persons holding an explicit written authorisation of the Operator. The authorised person has an individual password allowing access to personal data. The password is not made available to third parties and remains known only to the Operator and authorised person. The passwords are changed from time to time on terms specified by the Operator. Password lists are stored in place accessed only by the Operator.
13. The Operator informs that the personal data may be accessed also by authorised state authorities under competences defined by applicable regulations, in particular judicial authorities (including police, prosecutor's office and courts).
14. The Operator may be obligated to disclose information collected through the Website also to other authorised entities under lawful requests and in the scope specific in the request.
15. User personal data may be disclosed by the Operator in the required scope:
 - a) to electronic payment systems operators;
 - b) to postal operators;
 - c) to entities handling marketing services upon the Operator's order, including services consisting in the personalisation of User contact.
16. The Operator allows the outsourcing personal data processing solely in the scope required or accounting and IT service of the Operator. The Operator may also outsource the processing of personal data to entities which carry out marketing services for the Operator's goods and services and upon the Operator's order. The User may at any time gain information on entities entrusted with the processing of personal data as well as on the purpose and scope of said processing.
17. The Operator shall provide each User with direct and permanent access to the current information in the scope specified in items 4-12, in particular the Operator shall notify the User of any and all changes in this respect. The access to information is provided by sharing the current Privacy Policy and Cookies Policy on the Websites. Moreover, the User may at any time gain information and answers to

questions by electronic mail and make any statements and requests regarding the processing of his or her data in that same manner. In particular, the User may at any time request that the processing of his or her personal data be ceased, that the data be amended or corrected.

11. Cookies Policy

1. The Operator's Website use cookies.
2. Cookies are IT data, in particular text files, which are stored on the end device of the Website Users and are used to browse the Websites. Cookies usually contain the name of the website they originate from, time of being stored on the end device and a unique number.
3. Cookie files are saved on the User's end device by the Website Operator who also accesses them.
4. Cookie files are used for the following purposes:
 - a. statistics that help understand how the Website Users use the web pages which allow to improve their structure and content;
 - b. keeping the Website User's session (after logging in) thanks to which the User does not have to enter user ID and password on each subpage of the Website;
 - c. define User profile to display customised materials in advertising networks, in particular Google.
5. Two basic cookie file types are used on the Websites: session cookies and persistent cookies. Session cookies are temporary files stored on the User's end device until logout, leaving web page or turning off software (web browser). Persistent cookies are stored on the User's end device for a given period, specified in cookie file parameters or until they are removed by the User.
6. Website browsing software (web browser) usually by default allows the storage of cookie files on the User's end device. Website Users may adjust settings accordingly. Web browser permits to remove cookie files. It is also possible to block cookie files automatically. Detailed information is included in help files or web browser documentation.
7. The User should be aware that restricting or turning off the use of cookies may affect some functionalities available on Websites.
8. Cookie files stored on the User's end device may be also used by advertisers or partners cooperating with the Websites' Operator.
9. We recommend reading the privacy policies of these companies to learn the principles of using cookie files for statistical purposes: [Google Analytics Privacy Policy](#).
10. Cookie files may be used by ad networks, in particular Google network, to display advertisements adjusted to how the User uses the Website. To that end they may store information regarding the User's navigation path or the time spent on a given page.
11. As for information on the User's preferences, collected by Google ad network, the User may browse and edit information resulting from cookie files using the following tool: <https://www.google.com/ads/preferences/>
12. If the User does not want to receive cookie files, he or she may change browser settings. We inform that turning off cookie files necessary for the process of authentication, security, keeping User preferences, may make it difficult, and in extreme cases impossible to use web pages.
13. In order to manage cookie settings, select the web browser/system from the list below and follow the instructions:
 - a. [Internet Explorer](#)
 - b. [Chrome](#)
 - c. [Safari](#)
 - d. [Firefox](#)
 - e. [Opera](#)
 - f. [Android](#)
 - g. [Safari \(iOS\)](#)
 - h. [Windows Phone](#)

- i. [Blackberry](#)

12. Final Provisions.

1. The Privacy Policy and Cookies Policy shall enter into force on 1 February 2017.
2. The Operator reserves the right to amend the Privacy Policy and Cookie Policy at any time. The uniform text of the amended Privacy Policy and Cookies Policy will be available at home pages of the Websites under tab "Privacy Policy". The Operator shall notify the User of the planned amendment one week in advance, specifying the scope of changes and date of entry into force. Should the User fail to accept the changes, the electronic service provision agreement shall expire upon the lapse of the time limit specified in the notice. Any and all amendment of the Privacy Policy and Cookies Policy shall be visible in the "Privacy Policy" tab on home pages of the Websites.