

Terms and conditions of the export promotion portal trade.gov.pl

These regulations specify the rules of functioning and use of the Export Promotion Portal www.trade.gov.pl, made available by the **Minister of Economic Development and Technology** (Ministry of Economic Development and Technology, address: Plac Trzech Krzyży 3/5, 00-507 Warszawa, NIP: 7010797920, REGON: 369267361), including setting out the rules for the provision of electronic services and collection of information about users.

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§ 1. DEFINITIONS

For the purposes of the Regulations of the Export Promotion Portal www.trade.gov.pl, the following terms shall have the following meaning:

1. **Service Provider** – the Minister of Economic Development and Technology (contact: Ministry of Economic Development and Technology, address: Plac Trzech Krzyży 3/5, 00-507 Warszawa, NIP: 7010797920, REGON: 369267361), being at the same time the controller of personal data within the meaning of Article 4 point 7 of the Regulation (EU) 2016679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 9546WE, for the Users of the Export Promotion Portal.
2. **Export Promotion Portal** – internet portal functioning at: www.trade.gov.pl, made available by the Service Provider, which is a source of information on conditions for exporting and conducting business abroad, providing current and potential exporters with access to opportunities for supporting foreign expansion and being a channel for promoting the Polish economy among foreign entrepreneurs seeking business partners in Poland.
3. **User** – legal person, organizational unit without legal personality (with legal capacity under the law), natural person running a business or natural person with full legal capacity, who uses the Export Promotion Portal.
4. **Profile** – User account registered on the Export Promotion Portal, allowing access to all functionalities of the Export Promotion Portal, including the possibility of personalization/preferences of the content.
5. **User Business Card** – an electronic form available on the Export Promotion Portal from the level of the User Profile, after filling in which, and after verification of its correctness by the Service Provider, it is possible to place information by the User about his/her company and export products or services offered, including: contact and location data, industry, description of the company's activity, preferred business contacts and enabling publication of additional promotional materials related to the User's business activity.
6. **Regulations** – these Regulations of the Export Promotion Portal www.trade.gov.pl, determining the principles, scope and conditions of use of the Export Promotion Portal.
7. **Materials** – all information, entries and materials, including audiovisual and regardless of the medium made available by the Service Provider, and contained on the Export Promotion Portal.
8. **Services** – services rendered by the Service Provider to the registered User electronically, i.e. without the simultaneous presence of the parties, at a distance, using the Export Promotion Portal, consisting in: (i) making Materials available to the User, including enabling the User to filter and personalise the displayed Materials, (ii) enabling the User to publish the User's Business Card, (iii) making published User's Business Cards available through the Export Promotion Portal, enabling participation in trainings and familiarisation with the calendar of events in Poland and abroad

§ 2. GENERAL PROVISIONS

1. The use of the Export Promotion Portal is free of charge.
2. Access to all functionalities of the Export Promotion Portal requires having a Profile.
3. The User is obliged to use the Export Promotion Portal in a manner compliant with the binding law, social and customary norms and the provisions of these Regulations.
4. The rules of processing, security and protection of personal data by the Service Provider, and provided by the Users in connection with the use of the Export Promotion Portal, are regulated by the Regulations and Privacy Policy, available at: [Privacy policy of export promotion portal trade.gov.pl](https://trade.gov.pl/privacy-policy) constituting an integral part of the Regulations.
5. The name of the Export Promotion Portal, its logotype and graphic design, technical and functional solutions used, as well as the content of the messages, including the Materials are the property of the Service Provider – or authorized entities with which the Service Provider has entered into appropriate agreements – and may not be copied, distributed or used in any other way than with the consent of the Service Provider.
6. The data contained in the Export Promotion Portal resources, as well as Users' business cards collected within the Export Promotion Portal are subject to protection in accordance with the provisions of the Act of 27 July 2001 on the protection of databases, as well as protection under the provisions of the Act of 4 February 1994 on copyright and related rights. The graphic layout of the databases on the Export Promotion Portal is also protected.
7. The use of any Materials posted on the Export Promotion Portal, without the prior consent (or other agreement) of the Service Provider or the entitled entity, may violate the rights of the User, the Service Provider, or other entitled persons.
8. The Service Provider is not responsible for the technically incorrect operation of the Export Promotion Portal, which is independent of the Service Provider, or for interruptions in access to the Export Promotion Portal, including those resulting from the need to perform maintenance or service work. The Service Provider will inform the Users about the maintenance or service works in advance by posting an appropriate message on the Export Promotion Portal website.
9. The Service Provider shall not be liable for events occurring while the User is browsing the Export Promotion Portal.
10. The Service Provider points out the cyber security risks related to the use of the Internet, in particular the risk of computer viruses and the possibility of third parties intercepting data during their teletransmission.
11. The Export Promotion Portal, as a website, may contain links (references) to websites/webpages managed (administered) by third parties. The Service Provider shall not be liable for the legal consequences of the User's use of websites referred to in the previous sentence. The Service Provider is not responsible for privacy protection practices, personal data or the content of other sites.
12. Technical requirements necessary to use the Export Promotion Portal:
 1. Internet access;
 2. current version of the Internet browser: Google Chrome, Safari, Firefox or Microsoft Edge.

§ 3. USER PROFILE

1. User registration is possible after he/she has read and accepted the Regulations by filling in the appropriate registration fields.
2. The User shall be obliged to observe the provisions of the Regulations and generally accepted rules of online safety.
3. The confirmation of registration on the Export Promotion Portal includes an activation link to the Profile together with the confirmation of the login and password which enable the User to access all functionalities of the Export Promotion Portal, with the User being obliged to change the password to one created by the User when logging in for the first time.
4. As a result of correctly completed registration process a User Profile is created.
5. The User is obliged to protect the login and password referred to in item 3 above to prevent unauthorized access to his/her Profile.
6. In the event of gaining knowledge that the login or password referred to in Subparagraph 3 above is in the possession of an unauthorised person, or in the event of detecting the occurrence or potential occurrence of a cybersecurity incident or personal data protection breach, the User is obliged to immediately inform the Service Provider via the Contact Form available on the Export Promotion Portal or to the data specified in the Privacy Policy, in order to block the User's Profile or take other agreed actions.
7. The rules of conduct in the event that the User wishes to change the login or password referred to in section 3 above or has forgotten the login or password are available on the Export Promotion Portal in the User Profile or are presented during the process of logging into the User Profile.
8. The Service Provider enables the transfer of access to the Profile to another person indicated by the User. The rules of transferring the access to the Profile require sending to the Service Provider the application in written form, otherwise being null and void. A template of the application for transferring the access, together with all the information and procedural instructions, is available on the Export Promotion Portal in the User Profile.
9. The User is entitled to delete his/her Profile on his/her own by selecting the option "delete account". Deleting the Profile will also delete the User Business Card.

§ 4. USING THE FUNCTIONALITIES OF THE EXPORT PROMOTION PORTAL

1. The User, through the Export Promotion Portal, can
 1. use the search engine of the Export Promotion Portal;
 2. browse materials made available by the Service Provider, including: news, articles and studies, calendar of events, export directions, industries, exporter's guide, digital export, support centre, most important topics, shortcuts, newest content.
2. A registered user (with an active Profile) can:
 1. use the functionalities referred to in section 1 above;
 2. personalise the content of the Materials made available by the Service Provider by selecting the categories and topics that interest him/her, including by setting filters;
 3. publish a User's business card.
3. Registered Users may publish a User's Business Card by filling in the relevant information fields of the form and possibly adding promotional materials. The added

materials may not exceed the following values for: logo – 1 MB; pictures – 3 MB (maximum 6 pieces); files – 3 MB (maximum 5 pieces).

4. In order to register a User Business Card, it is necessary to fill in the form correctly, taking into account the elements necessary to realise the goal of the published business card, which is to promote the User's company to potential foreign contractors, i.e. meeting at least the following formal requirements:
 1. prepared entirely in English,
 2. containing a description of the company and its export offer of products and services of Polish brands
 3. including a specification of the business/industry profile,
 4. containing updated contact details of the company, including website address,
 5. containing updated contact details of the person responsible for the export contact (name and surname, telephone number, e-mail address).
5. The User's business card is subject to formal verification by the Service Provider.
6. If the User's Business Card registration form is not filled out correctly, the User shall receive feedback from the Service Provider indicating the scope of data to be completed in order to fill out the form correctly and completely.
7. The correct completion of the User's Business Card registration form shall be confirmed by a message sent to the User's email address.
8. It is forbidden for Users to provide, within the publication of User Business Cards, content or materials which:
 1. are contrary to the truth;
 2. violate legal regulations, or
 3. violate social norms or customs, or
 4. violate the provisions of these Regulations, or
 5. violate the legitimate legal interests of Service Provider or other Users, or
 6. violate the rights of third parties.
9. In order to take care of the quality of the database of Business Cards of Polish exporters on the Portal, the Service Provider has the right not to publish a Business Card and return it to the User for improvement if:
 1. the Business Card is not prepared in English,
 2. the User's branch of activity is not specified or is specified incorrectly,
 3. the contact data is missing or incorrect (e.g. non-existent telephone number or website),
 4. there is a suspicion that the User is not a representative of the company for which the Business Card is created,
 5. the description of the company or the description of the offer does not provide sufficient information about the User's company and its offer
 6. the attached photos or attachment files are of poor quality or may otherwise cause difficulties in reading their content by a potential foreign contractor.
10. The User's business cards presented on the Export Promotion Portal do not constitute an offer within the meaning of the Civil Code.
11. The Service Provider is not responsible for the content, quality and timeliness of User Business Cards published on the Export Promotion Portal.
12. Intellectual property rights to the materials posted by Users within the User's Business Card published on the Export Promotion Portal belong to the User or other designated persons, including designated creators/authors. The publication of any materials on the Export Promotion Portal does not constitute licensing or transfer of rights to them to other Users.

13. The Service Provider has the right to make obvious editorial corrections to the User Cards, including if they are of a technical nature, serve to better present the User Cards or aim to ensure the visual/graphical consistency of the User Cards on the Export Promotion Portal.
14. Registered Users are fully responsible for the accuracy of the factual and legal status of the data, materials or information they upload on the Export Promotion Portal. Any liability of the Service Provider in this respect is excluded.

§ 5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider shall not be liable for the content of the Users' Business Cards.
2. The Service Provider has the right to delete the User Profile or individual Business Cards of the User, after prior notification to the User, if the User Profile or Business Card:
 1. are contrary to the truth;
 2. violate legal regulations, or
 3. violate social norms or customs, or
 4. violate the provisions of these Regulations, or
 5. violate the legitimate legal interests of Service Provider or other Users, or
 6. violate the rights of third parties.
3. Service Provider shall inform the User about deletion of the User's Profile or Business Card in electronic form, to the e-mail address indicated in the Registration Form.

§ 6. CONCLUSION OF THE CONTRACT WITH THE SERVICE PROVIDER

1. The conclusion of the Contract by the Service Provider with the User occurs at the moment of the User registering his/her Profile and passing the verification process referred to in § 3 of these Terms and Conditions.
2. The Contract concluded by the Service Provider with the User is terminated upon: (i) deletion of the account by the Service Provider, pursuant to the procedure referred to in § 5.2 of the Regulations, or (ii) deletion of the account by the User, pursuant to the procedure referred to in § 5.4 of the Regulations, or (iii) the User's failure to consent to changes in the content of the Regulations, pursuant to the procedure referred to in § 9.2 of the Regulations.

§ 7. COMPLAINTS AND ANSWERS TO QUESTIONS

1. The User is entitled to submit complaints regarding Services rendered by the Service Provider through the Export Promotion Portal.
2. The complaint should be delivered to the Service Provider at the e-mail address SekretariatDHM@mrit.gov.pl or sent by registered mail to the address: Ministerstwo Rozwoju i Technologii, Pl. Trzech Krzyży 3/5, 00-507 Warszawa).
3. Complaints will be investigated in the order of their receipt.
4. The service provider will consider the complaint within 14 working days from the date of its receipt.
5. Immediately after considering the complaint, the Service Provider will respond to the complaint by e-mail or in writing, with return receipt.
6. In addition, the Service Provider shall, by means of electronic messages to the User's electronic mail address, provide the User with an answer to enquiries or messages

received regardless of their form, if a given enquiry or message requires an answer, immediately, but no later than within 14 calendar days.

7. If the response to the enquiry or message or the consideration of the complaint requires additional action, depends on the actions of third parties or is not possible within this period, the Service Provider shall immediately notify the User, indicating, if possible, a new date by which the User will be provided with an answer to his/her enquiry or message or the consideration of the complaint.

§8. FINAL PROVISIONS

1. The Service Provider reserves the right to amend these Regulations. Any changes to the Terms of Use shall be effective from the date of their publication on the Export Promotion Portal website.
2. The Service Provider shall immediately notify all the Users about the changes to the Regulations no later than 7 days before the publication of the changed Regulations on the Export Promotion Portal, by e-mail to the e-mail address given in the Registration Form.
3. The User has the right to refuse to accept the change of the Regulations by sending relevant information to the Service Provider, by e-mail to the address indicated in the information about the change of the Regulations and within the period specified therein. Refusal to accept the change of the Terms and Conditions within the time specified in the information about the change of the Terms and Conditions results in deletion of the User's Profile and Business Card from the Export Promotion Portal.
4. The Terms and Conditions come into force as of the date of their publication on the Export Promotion Portal, i.e. on : 25.07.2022