

**TERMS AND CONDITIONS OF THE WEBSITE  
OF THE GOOD FACTORY FOUNDATION**

**§ 1  
DEFINITIONS**

The terms used in these Terms and Conditions shall mean:

1. **Organizer** – Good Factory Foundation (hereinafter also referred to as the "Foundation" or the "Administrator"), with its registered office in Warsaw at Pomiechowska Street 47/14, 04-694 Warsaw, entered into the register of associations, other social and professional organizations, foundations, and independent public healthcare institutions, as well as into the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000519542, with the assigned NIP: 9522131059 and REGON: 147361669; correspondence address: Klarysewska Street 52C, 02-936 Warsaw, email address: kontakt@dobrafabryka.pl.
2. **Terms and Conditions** – This document, together with all annexes constituting its integral part, defining the rules for using the website [www.dobrafabryka.pl](http://www.dobrafabryka.pl) and participating in specific Programs.
3. **Program** – An initiative of the Foundation aimed at achieving its Statutory Goals, in particular by supporting a specified group of individuals or institutions in need as defined within a given Program. The Programs currently run by the Organizer are available on the Website under the "Help" tab, along with their descriptions and participation terms.
4. **Project** – An activity carried out within a given Program that specifies the method of assistance provided under that Program, thereby optimizing the results of the Foundation's initiatives.
5. **Program Participants** – Individuals of legal age with full legal capacity who participate in a given Program and meet the conditions set out in these Terms and Conditions, as well as authorized employees of legal entities, organizational units without legal personality that have legal capacity under the law, and entrepreneurs conducting individual business activities, provided that they also participate in the Program and comply with its conditions and these Terms and Conditions.
6. **Fundraiser** – A fundraising campaign made available or organized by the Foundation for the Statutory Goals of the Foundation or an Institution. A Fundraiser may be shared or organized to support a specific initiative or for the general statutory purposes of the Foundation or an Institution.
7. **User** – Any person who uses the Website in any manner.
8. **Partner** – A natural or legal person conducting business activities and supporting the Foundation's operations by providing support for its Statutory Goals or activities in a specific area of its work. The Foundation reserves the right to designate any other entity as a Partner at its discretion.
9. **Website** – The website available at [www.dobrafabryka.pl](http://www.dobrafabryka.pl).
10. **Services** – Services provided electronically, which include:
  - a) Providing the User with information about the Foundation's activities;
  - b) Enabling the User to receive assistance within the Foundation's Programs and Projects;

- c) Allowing the User to make donations in support of the Foundation's statutory goals;
  - d) Facilitating Partners in establishing cooperation to support the Foundation's statutory goals ("Partnerships" tab).
11. **Statutory Goals** – The objectives set out in the Organizer's statute, also available on the Organizer's website.
  12. **Donation** – Any amount of money voluntarily transferred by a **User** to one of the **Programs** run by the Foundation or directly to the Foundation, constituting a donation within the meaning of the Act of April 23, 1964 from the Polish Civil Code.
  13. **Bank Account** – The Foundation's bank accounts maintained at Santander Bank Polska S.A., to which transfers should be made to donate funds for the fulfillment of the Foundation's Statutory Goals, in accordance with the principles set out in these Terms and Conditions.
  14. **PayPal or PayU** – Payment systems that allow sending and receiving payments via the Internet.
  15. **Apple Pay** – A digital wallet service within the PayU payment system. Payments via Apple Pay are available only to users of Apple devices. More information: <https://www.apple.com/legal/privacy/data/en/apple-pay/>.

## § 2

### GENERAL INFORMATION

1. The Administrator is not responsible for disruptions in the use of the Website, including interruptions in its operation caused by force majeure, unauthorized actions by third parties, or incompatibility of the website with the technical infrastructure of persons using or attempting to use the website.
2. The Administrator is not responsible for the blocking or deletion of email messages by email server administrators or by software installed on the user's computer, including spam filters.
3. The Website may contain links to external platforms for which the Administrator is not responsible. The User is always informed about leaving the Website and being redirected to another page.
4. If necessary, the Program Organizer reserves the right to allocate financial resources obtained from Participants' contributions to other needs, in line with the statutory goals of the Organizer as published on the Website and in the Statute.
5. Using the Website constitutes acceptance of these Terms and Conditions.
6. The Organizer is not responsible for technical interruptions or other disruptions in the operation of Participants' banks, as well as PayPal or PayU systems, if such interruptions or disruptions prevent the execution of a transfer.
7. Participation in a Program constitutes acceptance of these Terms and Conditions.
8. Any complaints, comments, objections, or claims—excluding complaints regarding payment systems—reports of legal violations, including copyright infringements, or other violations should be submitted to the Organizer. If complaints concern payment systems not operated by the Organizer, the Organizer will immediately forward such complaints to the entity managing the relevant payment system.
9. Complaints may be submitted via email to kontakt@dobrafabryka.pl or in writing to the Organizer's address.

10. When submitting a complaint, the Organizer recommends including at least the following information:
  - a) first name, last name, company name, tax identification number (NIP), mailing address, and contact details;
  - b) information and circumstances regarding the subject of the complaint, particularly the type and date of the problem with a given functionality available on the Website;
  - c) the preferred method of resolving the complaint;
  - d) the preferred method of receiving a response to the complaint. If no method is specified, the Organizer will respond via the same channel through which the complaint was submitted.
11. If the complaint lacks necessary details preventing its resolution, the Organizer will contact the User using the information provided in the complaint form to request additional details.
12. Complaints will be reviewed promptly, but no later than 14 business days from the date of receipt by the Organizer.
13. Failure of the Organizer to respond within this period will be considered acceptance of the complaint as justified.

### **§ 3**

#### **PERSONAL DATA**

1. The administrator of the personal data of the Users is the Good Factory Foundation (hereinafter referred to as the Foundation), based in Warsaw at Pomiechowska Street 47/14, 04-694 Warsaw, KRS number: 0000519542.
2. The Foundation can be contacted by email at [kontakt@dobrafabryka.pl](mailto:kontakt@dobrafabryka.pl) or by phone at +48 533 365 505, as well as through its appointed Data Protection Officer at [iod@dobrafabryka.pl](mailto:iod@dobrafabryka.pl).
3. Each Participant has the right to access their personal data, to correct, rectify, or request the permanent deletion of their data by the Administrator, the right to data portability, the restriction of processing, and the right to object to processing, as well as the right to withdraw consent when data is processed based on consent. If processing is carried out in violation of data protection laws, the Participant has the right to file a complaint with the President of the Office for Personal Data Protection.
4. Detailed information regarding the processing of personal data is provided in the Privacy and Cookie Usage Policy, which informs Users of the Service about the rules of collecting and using information about them collected during their use of the Service, as well as when placing orders for services provided electronically, including newsletters.
5. By filling out the forms available on the website, the User declares that the provided data is true and that they have been informed of the rights related to the processing of their data, which are detailed in this document.
6. To enable online payments, Users are redirected to the website [www.payu.pl](http://www.payu.pl), whose administrator is PayU SA, based in Poznań, 60-166 Poznań, Grunwaldzka Street 182, registered in the business register maintained by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register, under KRS number: 0000274399, with tax identification number NIP: 7792308495, or to the website [www.paypal.pl](http://www.paypal.pl), whose

administrator is PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal L-2449, Luxembourg.

#### § 4

##### INFORMATION ABOUT THE "URGENT HELP" CAMPAIGN

1. The "Urgent Help" campaign aims to provide the Foundation with financial support for the realization of its Statutory Goals.
2. The "Urgent Help" campaign is a special Program run by the Foundation. The Program is launched depending on the global situation and the actions carried out by the Foundation. In the case of the "Urgent Help" campaign being activated, an icon of a microphone will appear in the lower left corner of the screen on the Website.
3. After the User selects the microphone icon, they will receive detailed information about the currently running "Urgent Help" campaign.
4. The "Urgent Help" campaign is directed at individuals who wish to financially support the Foundation's activities and, for this purpose, make a payment or payments to one of the Foundation's Bank Accounts or via PayPal or PayU systems.
5. The payment of funds as described in point 2 constitutes a donation under the meaning of the Act of April 23, 1964 from the Polish Civil Code (consolidated text.: Journal of Laws of 2022, item 1360).

#### § 5

##### FOUNDATION'S BANK ACCOUNTS

1. The Foundation holds the following Bank Accounts:
  - a) Account for deposits in PLN: 45 1090 1883 0000 0001 2390 7365
  - b) Account for deposits in EUR: 84 1090 1883 0000 0001 2398 7852
  - c) Account for deposits in USD: 46 1090 1883 0000 0001 2398 7857
  - d) Account for deposits in GBP: 96 1090 1883 0000 0001 2407 2220
2. For international transfers, the account number must be entered in IBAN format (i.e., with "PL" at the beginning), e.g., PL 45 1090 1883 0000 0001 2390 7365. **SWIFT code: WBKPPLPP.**

#### § 6

##### MAKING DONATIONS

1. Participants make Donations to provide the Foundation with financial support for the purpose of fulfilling its Statutory Goals.
2. Donations can be made through the Website by participating in a specific Program or via the "Quick Support" tab available on the Website.
3. Donations to support the Foundation's statutory activities may also be made via traditional bank transfer or electronic payment.
4. As the Foundation holds the status of a public benefit organization, 1.5% of income tax may be allocated to it when filing a tax return.
5. Donations made to the Foundation within a given calendar year may be deducted from taxable income for that year. This tax deduction applies to both individuals and legal entities.

## **§ 7**

### **RECURRING PAYMENT**

1. A User of the Website may choose to provide regular support for the Foundation's activities (hereinafter referred to as the Subscription).
2. By subscribing and selecting support for a specific Program described in these Terms and Conditions, the User agrees that the Payment Operator (PayU SA) will automatically charge the declared amount from their payment card on a recurring basis—either monthly or weekly.
3. As part of the Subscription, the User may save their card details and set up an automatic payment order. The card details will be stored by the Payment Operator (PayU SA). PayU facilitates payments by providing a Token (a virtual card identifier), which assigns a unique identifier to each individual Customer, allowing for recurring payments to the Foundation.
4. When selecting the Subscription option, the User provides the required details, including the recurring payment amount, full name, email address, card number, card expiration date, and CVV.
5. There are two ways to make recurring payments via a standing order:
  - a) Independently of the Foundation, by setting up a standing order directly through the User's bank account, without filling out any forms.
  - b) Alternatively, the donor may complete a donation declaration, provide their personal details to the Foundation via an online form, and manually set up a standing order to the bank account number specified on the website. In this case, the Foundation processes the personal data provided in the form (first name, last name, and email address), tracks incoming payments, records them in the system, and maintains its own statistical records.
6. The User may cancel their recurring payments at any time by contacting the Organizer via email at [kontakt@dobrafabryka.pl](mailto:kontakt@dobrafabryka.pl). The Subscription will be canceled effective from the month following the cancellation request.
7. If there are insufficient funds on the payment card, the system will attempt to charge the declared amount twice more. If the payment still cannot be processed, the Subscription will be canceled.
8. The specific terms and conditions governing online payments are outlined in the regulations available at [www.payu.pl](http://www.payu.pl), which the User may review before initiating a payment.
9. To enable fast online transfers, the User is redirected to the [www.payu.pl](http://www.payu.pl) website, which is administered by PayU SA, headquartered at Grunwaldzka Street 182, 60-166 Poznań, Poland, registered with the District Court of Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register, under KRS number 0000274399, with Tax Identification Number (NIP): 7792308495.

## **§ 8**

### **NEWSLETTER**

1. The Good Factory Foundation Newsletter is a free service that provides subscribing Users with electronic updates on the Foundation's current activities. The Newsletter is sent via email to the address provided by the User.
2. To subscribe to the Newsletter, the User must complete the form available on the Website. The User may unsubscribe at any time by clicking the "Unsubscribe" link included in each

Newsletter email. Upon unsubscribing, the User's data will be automatically removed from the Newsletter subscription list.

3. Users may also cancel their Newsletter subscription by contacting the Administrator or the Data Protection Officer.
4. Detailed information regarding the processing of the User's personal data is available in the Privacy Policy tab.

## **§ 9**

### **COPYRIGHT**

1. The content of the Website is the property of the Administrator. All personal and property copyrights to any elements of the Website (including text, graphics, layout) as well as to the Website as a whole are reserved. The Website and all its elements are protected by law, particularly by the Act of February 4, 1994, on Copyright and Related Rights and the Act of April 16, 1993, on Combating Unfair Competition.
2. The rights to all materials posted on the Website are reserved for the Administrator or entities entitled to the materials under separate agreements (e.g., clients, business partners, etc.).
3. No element of the Website may be copied or distributed in any form or by any means without the Administrator's consent, including photocopying, printing, recording on floppy disks, CD/DVDs, or other data storage media. Any exceptions to this rule are specified in the Terms and Conditions.
4. Downloading and copying content from the Website is permitted only for private, non-commercial use. No part of the Website may be copied in whole or in part, transmitted electronically, modified, linked, or used for commercial purposes without the prior written consent of the Administrator.

## **§ 10**

### **RESPONSIBILITY FOR CONTENT**

1. The Administrator makes every effort to ensure that the information on the Service is accurate and up-to-date.
2. Due to technical limitations, the Administrator does not guarantee the correctness, currency, or continuous availability of the Service.
3. The Administrator is only responsible for the content placed on the Service, with the exception that the Administrator is not liable for content placed as a result of external interference with the Service, which may require repairs, nor for violations of third-party rights caused by such interference or the actions of the User.
4. Binding information, recommendations, or advice from the Administrator are communicated through individual correspondence, i.e., to the email address provided by the User.
5. The Administrator reserves the right to change, supplement, modify, or even completely remove the content placed on the Service.
6. The Service may contain links to websites of other entities. The Administrator is not responsible for the content placed on those websites.
7. It is prohibited to use the Service in a manner that violates applicable law, including using the Service for unlawful purposes or infringing the rights of other natural or legal persons.

## **§ 11**

### **TECHNICAL REQUIREMENTS**

1. Using the Organizer's Service requires:
  - a) an internet browser such as Google Chrome, Opera, Mozilla Firefox 3.0, or another with similar features;
  - b) a screen resolution of at least 1024x768 pixels.
2. Cookies management: refusal to consent or withdrawal of consent may negatively impact some features and functions of the Service. The User can modify cookie settings in their browser settings. The cookie settings chosen by the User on their first visit to the Service will be saved and set as default.
3. When the User chooses to support the Foundation's activities using forms available on the Service, the User must provide the data indicated in the selected form each time. These data may vary depending on the form chosen by the User.

## **§ 12**

### **PARTNERSHIPS**

1. The Service enables the establishment of cooperation aimed at supporting the statutory activities of the Foundation by a Partner (via the "Partnerships" tab).
2. A Partner who would like to support the Foundation's activities can choose to provide general support for the Foundation's statutory activities or support the Foundation in a specific area, such as CSR, employer branding, or development of new products.
3. To establish the forms of support, the Partner can use the form available on the website <https://www.dobrafabryka.pl/en/corporate-partnerships/>.
4. The Foundation indicates that it responds to forms in the order they are received.
5. The form is only a contact form, and the Foundation reserves the right to leave the form unanswered without providing a reason.
6. The detailed terms of cooperation between the Partner and the Foundation are agreed upon individually in a cooperation agreement, which defines, among other things, the scope and terms of cooperation, the method of mutual use of the parties' trademarks, any additional obligations, and the principles of personal data processing.

## **§ 13**

### **FINAL PROVISIONS**

1. The Administrator has the right to make changes to these Terms and Conditions, which may result, in particular, from changes in applicable laws. Changes to the Terms and Conditions are made by publishing the new content on the Service. Each User will be informed about the change in the Terms and Conditions by the Organizer posting a notice of the change on the Service's website and keeping it on the website for 14 days from the date of the change, as well as sending an email to Users who have filled out the form and made a donation.
2. The Administrator is not responsible for any technical issues with the Service that are beyond its control or for any interruptions in the availability of the Service.
3. The Administrator is in no case responsible for any direct or indirect damage resulting from the use of the Service. The use of the Service is free of charge.

4. Users who have any questions regarding the privacy policy applied by the Administrator within the Service can contact the Administrator by emailing kontakt@dobrafabryka.pl or the Data Protection Officer at iod@dobrafabryka.pl.
5. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code of April 23, 1964 (consolidated text: Journal of Laws of 2022, item 1360), the provisions of the Personal Data Protection Act of May 10, 2018 (Journal of Laws of 2019, item 1781), and the Regulation (EU) 2016/679 of the European Parliament and the Council of April 27, 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) shall apply.
6. These Terms and Conditions shall enter into force on February 15, 2025.