

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES

These Terms and Conditions set out the rules for the provision of electronic services via the website available at <https://insightland.org>, operated by Insightland sp. z o.o., KRS: 000088508, NIP: 8982263862.

§ 1. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

Form – the form available on the Website through which the User may subscribe to the Newsletter or obtain a Lead Magnet;

User – a natural person entering into an agreement with the Service Provider that is not directly related to that person's business or professional activity;

Lead Magnet – Digital Content supplied to the User in exchange for the provision of certain personal data or payment of a price;

Materials – Digital Content made available to the User by the Service Provider in exchange for subscribing to the Newsletter or obtaining a Lead Magnet, including in particular reports, e-books and guides, checklists and templates, calculators and tools, free audits, as well as webinars and video recordings; the type and content of the Materials are specified in the description published on the Website;

Newsletter – a service provided electronically by the Service Provider to the User, consisting in the delivery of electronic correspondence containing educational content, information about events organised by the Service Provider, as well as marketing and commercial information within the meaning of Article 2(2) of the Act on the Provision of Electronic Services, sent to the User's email address provided in the Form;

Terms and Conditions – these terms and conditions governing the provision of electronic services, in particular the Newsletter and Lead Magnet;

Website – the website operated by the Service Provider and available at <https://insightland.org>, on which the Form is available, as well as all pages operating within that domain;

Digital Content – data produced and supplied by the Service Provider in digital form;

Consumer Rights Act – the Act of 30 May 2014 on Consumer Rights;

Act on the Provision of Electronic Services – the Act of 18 July 2002 on the Provision of Electronic Services;

§ 2. Preliminary provisions

1. The Service Provider provides the following services electronically:

- a) the Newsletter service,
- b) the Lead Magnet.

These Terms and Conditions set out the rules for entering into and performing agreements concerning the Newsletter and Lead Magnet, as well as the complaints procedure.

4. In any matter related to the Newsletter or Lead Magnet, the User may contact the Service Provider by sending an email to hello@insightland.org or by calling (+48) 797 393 343.
5. The Service Provider reserves the right to temporarily suspend or discontinue the Newsletter service or the supply of Lead Magnets.
6. If the provision of a service is discontinued, the Service Provider shall inform the User by email sent to the address provided in the Form.
7. Information concerning the Newsletter service and Lead Magnets does not constitute an offer within the meaning of the Civil Code, but an invitation to enter into an agreement within the meaning of Article 71 of the Civil Code.

§ 3. Newsletter

1. Through the Website, the Service Provider enables the User to enter into a free-of-charge agreement for the provision of the Newsletter service.
2. The User may enter into an agreement for the provision of the Newsletter service by subscribing to the Newsletter using the subscription Form available on the Website and its subpages.
3. To subscribe to the Newsletter, the User must provide an email address and actively consent to receiving commercial and marketing information from the Service Provider.
4. When subscribing through the Form, consent is given by clicking the “Sign me up” button or another button with an equivalent meaning.
5. The agreement for the provision of the Newsletter service is entered into for an indefinite period when the User clicks the “Sign me up” button or another button with an equivalent meaning.
6. By subscribing to the Newsletter, the User consents to the processing of the User’s personal data in accordance with these Terms and Conditions and the Privacy Policy, of which the User is informed before entering into the agreement.
7. The User may terminate the agreement for the provision of the Newsletter service at any time without a notice period. To do so, it is sufficient to submit a statement to the Service Provider, in any form using the Service Provider’s contact details, or to click the subscription cancellation link by selecting the “Unsubscribe” button or a similar option located in the footer of each email sent as part of the Newsletter.
8. The Service Provider may terminate the agreement for the provision of the Newsletter without a notice period if the User does not demonstrate any activity related to the Newsletter; understood as not opening emails sent by the Service Provider for a period longer than six months. Before terminating the agreement on this basis, the Service Provider shall send the User a message asking whether the User wishes to continue the agreement for the provision of the Newsletter service. Failure to reply to or open that message within three days of its being sent shall result in the Service Provider terminating the agreement for the provision of the Newsletter service with immediate effect.
9. The agreement for the provision of the Newsletter service shall be deemed terminated when the Service Provider is effectively informed of the User’s request, provided that, where the agreement is terminated otherwise than by clicking the Newsletter subscription cancellation link, the Service Provider shall remove the User from the subscriber database without delay and no later than one month after receiving the request.
10. The Service Provider may terminate the agreement for the provision of the Newsletter service at any time without a notice period if the User breaches these Terms and Conditions or applicable law.

§ 4. Lead Magnet

1. Through the Website, the Service Provider enables the User to enter into an agreement for the supply of Digital Content in the form of Materials. The User does not pay any monetary fee for the Materials but provides the Service Provider with the personal data specified by the Service Provider.
2. The personal data specified by the Service Provider must be provided in the Form. Materials cannot be ordered anonymously.
3. The Materials are supplied by the Service Provider by making available to the User a page from which the User can download the Materials independently, or by sending a message to the email address provided in the Form containing the Materials or a link to the Materials. Where the Materials take the form of a webinar or online consultation, the User must register and participate at the time specified by the Service Provider.
4. The Materials shall be made available or supplied to the User without delay after the agreement for the supply of the Lead Magnet is entered into, and no later than three business days after that date, unless a different deadline is specified in the description of the relevant Lead Magnet.

§ 5. Conditions of use and technical requirements

1. To use the Website functionalities that allow the User to subscribe to the Newsletter and obtain access to a Lead Magnet, the User's equipment and software do not need to meet any special technical requirements. The following are sufficient:
 - a) Internet access;
 - b) any current operating system;
 - c) a properly configured and up-to-date version of a standard web browser with cookies enabled, such as Mozilla Firefox, Google Chrome, Microsoft Edge or Safari;
 - d) an active email account;
 - e) a keyboard or another solution that enables text input.
2. Depending on the type of Lead Magnet, the following may also be required for its proper use:
 - a) for text files saved in DOC or DOCX format, a standard office suite, such as Microsoft Office, OpenOffice or LibreOffice;
 - b) for video files, including webinars and recordings, a standard video player;
 - c) for other files, software capable of opening electronic files in the relevant PDF, XLS, EPUB or MOBI format.

If a particular Lead Magnet requires special software to function properly, this information shall be provided in the description of that Lead Magnet.

3. If the User uses computer equipment or software that does not meet the technical requirements specified in paragraphs 1 and 2 above, the Service Provider does not guarantee the proper functioning of the Newsletter or Lead Magnet and reserves the right to state that this may adversely affect the quality of the Materials supplied, for which the Service Provider shall not be liable.
4. Before the agreement is entered into, the Service Provider shall make available to the User, free of charge, the terms of the agreement for the provision of the Newsletter service and the agreement for the supply of a Lead Magnet, namely these Terms and Conditions. The User may download the Terms and Conditions to the User's device.

5. When using the Website and subscribing to the Newsletter, the User is required to provide true and complete personal data and to act on the User's own behalf rather than on behalf of third parties. The Service Provider shall not be liable for false or incomplete data provided by the User.
6. The User is required to use the Website, the Newsletter service and Lead Magnets in accordance with their intended purpose, these Terms and Conditions, applicable law and good practices, and in a manner that does not interfere with their operation.
7. The User is prohibited from providing unlawful content, in particular through the Form.

§ 6. Withdrawal from the agreement, liability for conformity of Digital Content with the agreement, and complaints

1. A Consumer may withdraw from an agreement for the provision of the Newsletter service or an agreement for the supply of a Lead Magnet within 14 days of entering into the agreement, without giving any reason. In each of these cases, withdrawal from the agreement also means unsubscribing from the Newsletter. The User exercises the right of withdrawal by sending an appropriate statement, in any form, using the Service Provider's contact details.
2. If the User requests performance of the service, namely the supply of Digital Content in the form of a Lead Magnet, before the withdrawal period expires, the User shall thereby lose the right of withdrawal referred to in paragraph 1 above.
3. Irrespective of the right of withdrawal referred to in paragraph 1 above, the User may unsubscribe from the Newsletter at any time without giving a reason by clicking the link provided for that purpose in each message sent as part of the Newsletter.
4. The Materials made available by the Service Provider are for educational and informational purposes only and do not constitute or replace consultations or services individually provided by the Service Provider.
5. In the event that a Lead Magnet or Newsletter does not conform to the agreement, or in the event of problems related to the Newsletter or Lead Magnet, the Consumer shall have the rights specified in the Consumer Rights Act and the Act on the Provision of Electronic Services. These Terms and Conditions do not limit those rights in any way, and the Consumer may, among other things, demand that the Lead Magnet be brought into conformity with the agreement.
6. If the Materials do not conform to the agreement, the Consumer may submit a statement of withdrawal from the agreement where:
 - a) bringing the Materials into conformity with the agreement is impossible or would require excessive costs;
 - b) the Service Provider has failed to bring the Materials into conformity with the agreement;
 - c) the lack of conformity of the Materials with the agreement persists even though the Service Provider has attempted to bring the Materials into conformity with the agreement;
 - d) the lack of conformity of the Materials with the agreement is sufficiently serious to justify withdrawal from the agreement without first using the remedy specified in paragraph 5 above;
 - e) it is clear from the Service Provider's statement or the circumstances that the Service Provider will not bring the Materials into conformity with the agreement within a reasonable time or without excessive inconvenience to the Consumer.
7. If the User withdraws from the agreement, the User shall refrain from using the Digital Content or digital service and from making it available to third parties. In such a case, the Service Provider may also prevent the User from continuing to use the Digital Content.

8. To report withdrawal from the agreement; technical problems with subscribing to the Newsletter, the Newsletter itself or a Lead Magnet; non-conformity of a Lead Magnet with the agreement; a complaint concerning the Newsletter service; or a complaint concerning other services provided electronically in connection with the Newsletter service or Lead Magnet, the User may contact the Service Provider in any form, including in the manner specified in § 2(4) of these Terms and Conditions.
9. The report should include data enabling the User to be identified, namely the User's full name and the email address provided by the User when entering into the agreement. Additionally, and optionally, to facilitate efficient handling of the report, it may include information about the subject of the report, the date on which the irregularity occurred, and the User's request.
10. The Service Provider shall consider the report and inform the User of the manner in which it has been resolved no later than within 14 days, by sending a response by email to the address provided in the Form or, if no such address is available, by traditional mail. Failure to respond within that period shall mean that the User's request is considered justified.
11. The statutory warranty for defects referred to in the Civil Code is excluded in relation to a User who is not a Consumer. In the case of a Consumer, the provisions of the Consumer Rights Act shall apply with respect to liability for the conformity of the Materials with the agreement. These Terms and Conditions are not intended to modify those rules in any way, but merely provide a simplified presentation to make them easier for the Consumer to understand.

§ 7. Copyright

1. The Lead Magnet and all content and Materials made available to the User by the Service Provider as part of the Newsletter service constitute works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights. The Materials are protected under that Act. The Materials constitute the intellectual property of the Service Provider, or the Service Provider holds the relevant rights permitting their use.
2. The Materials may also contain protected trademarks.
3. The Materials are made available to the User solely for the User's own personal use. Any other use of the Materials is prohibited, including in particular copying, reproducing, fixing or distributing them without the prior written consent of the Service Provider or other entitled entities. A breach of this prohibition constitutes a violation of the law and may give rise to civil or criminal liability.
4. These Terms and Conditions do not exclude the possibility of taking legal action provided for under generally applicable law against persons who infringe the copyright of the Service Provider or third parties.

§ 8. Out-of-court methods of dispute resolution and pursuit of claims by Consumers

1. The Consumer is entitled to use the following out-of-court methods of handling complaints and pursuing claims:
 - a) applying to a permanent consumer arbitration court for resolution of a dispute arising from an agreement entered into;
 - b) applying to the competent Provincial Inspector of the Trade Inspection with a request to initiate mediation proceedings aimed at an amicable resolution of a dispute between the Consumer and the Service Provider;
 - c) seeking assistance from a district or municipal consumer ombudsman or a social organisation whose statutory objectives include consumer protection, such as the Consumer Federation or the Association of Polish Consumers.

2. Detailed information on the Consumer's ability to use out-of-court methods of handling complaints and pursuing claims, as well as the rules governing access to those procedures, is available on the website of the Office of Competition and Consumer Protection at uokik.gov.pl, and at the offices and websites of district and municipal consumer ombudsmen, social organisations whose statutory objectives include consumer protection, and Provincial Inspectorates of the Trade Inspection.

§ 9. Personal data and cookies

1. The Website uses cookies. The User may change cookie settings in the User's browser.
2. The Service Provider is the controller of the User's personal data.
3. Personal data are processed for the purpose of:
 - entering into and performing the agreement;
 - handling complaints;
 - fulfilling legal obligations;
 - pursuing or defending claims.

The data may be transferred to IT service providers, entities providing accounting services and other entities supporting the provision of the services, solely to the extent necessary to perform the agreement.

4. The User has the right to access their data, to have it rectified, erased or its processing restricted, to data portability, to object to processing, and to lodge a complaint with the supervisory authority.
5. Detailed information is provided in the Privacy Policy.

§ 10. Final provisions

1. These Terms and Conditions shall apply from the date on which they are published on the Website.
2. The Service Provider reserves the right to amend these Terms and Conditions for important reasons, including a change in policy or technology, development of the Website, a change in law, the introduction of new services or a change to existing services. Amendments shall not apply to agreements entered into before the amendments take effect.
3. The Service Provider shall inform the User of amendments to these Terms and Conditions by publishing an appropriate notice on the Website.
4. Matters not regulated by these Terms and Conditions shall be governed by Polish law, including the Civil Code, the Consumer Rights Act and other laws applicable in the territory of the Republic of Poland.
5. If any provision of these Terms and Conditions is found to infringe the Consumer's rights granted under generally applicable law, the provisions of applicable law shall apply.
6. Any disputes related to the Website shall be heard by a Polish court of general jurisdiction having territorial jurisdiction over the registered office of the Service Provider. This provision shall not apply to Consumers, for whom the court's jurisdiction shall be determined in accordance with the general rules.
7. Archived versions of these Terms and Conditions, if any, shall be available as download links below the current Terms and Conditions.