



# Regulations

## of providing postal services by the Speedmail limited liability company adopted on the 1<sup>st</sup> of February 2021.

### §1

#### Marking the entity providing the postal services

**Speedmail LLC** with its seat in Piotrków Trybunalski (97-300) at Belzacka street 176/178 entered into the Entrepreneurs' Register conducted by the District Court for Łódź-Śródmieście, KRS number 0000392389, share capital of 16,500,000 PLN, possessing REGON number 1011407040 and Tax ID number 771-286-76-44, hereinafter referred to as **Speedmail** or **Operator**.

### §2

#### General Principles

The Regulations shall define rights and obligations of Speedmail in the process of providing postal services in the scope of the activities connected with accepting, moving and delivery of the consignments being the subject of the service.

### §3

#### Definitions

The definitions used in the Regulations shall mean:

- a) **Addressee** – an entity defined by the Sender as the recipient of the Item;
- b) **Address** – marking the Addressee of the Item and the place of delivery indicated by the Sender as well as marking the place of return of the Item to the Sender;
- c) **Attempted Delivery Notice** – a notification on a failed attempt to deliver the Item to the Addressee, with an indication of Distribution Point, in which the Item notified could be collected;
- d) **Price List** – a list of fees for postal services collected by Speedmail;
- e) **Sending document** – the document containing the scope of data required by Speedmail, used to confirm acceptance by Speedmail of Shipments sent by the Sender, made in paper form or uploaded in electronic form to the IT system provided by Speedmail;
- f) **Delivery** – giving the Item to the Addressee and in cases defined by the law also to another person in accordance with the agreement for the provision of postal service;
- g) **No-Address Print – item** without the marking of the Addressee and Address containing written or graphic information, multiplied by means of printing techniques or similar, maintained on paper or another material used in printing, including a book, a catalogue, a journal or magazine. The rules for the provision of the No-Address Print service are included in the General Terms and Conditions of No-Address Print by Speedmail;
- h) **Electronic Return Receipt (ERR or EPO)** – a set of information on the completion of the postal service in the field of a registered domestic Shipment, also including, for the delivered shipment, the recipient's handwritten signature, sent to the Sender electronically using the Speedmail IT system;
- i) **Postal code** – a string of digits added to the Address, allowing the identification of the Addressee's place of residence;
- j) **Delivery List** – an individual, daily list of the registered Items collected by a Postman, used for obtaining a receipt of collection of the registered Item by the recipient of the Item;
- k) **Postman** – a person who delivers Items on behalf of Speedmail;
- l) **Sending** – an order to deliver the postal Item in accordance with the agreement for providing postal service;
- m) **Sender** – an entity who concluded a written agreement for the provision of postal services with Speedmail and which is not a consumer within art. 22(1) of the act of Civil Code;
- n) **Proxy** – a person possessing a written authorization of Addressee or Sender to perform activities defined in the power of attorney connected with sending or collecting Items;

- o) **Operator or Postal operator** – Speedmail limited liability company with its seat in Piotrków Trybunalski (97-300) ul.Belzacka 176/178, Speedmail is not the operator indicated within the meaning of the act of 23<sup>rd</sup> of November 2012 Postal Law (J. of L. of 29<sup>th</sup> of December 2012, it. 1529)
- p) **Point of Collecting Items with Attempted Delivery Notice** – a facility of the Operator providing services in giving items with attempted delivery notice on the basis of the agreement concluded;
- q) **Postal package** – a registered item which is not a letter with the weight up to 20 000g and with dimensions:
  - none of which may exceed 2000mm or
  - which may not exceed 3000mm for the sum of lengths and the largest peripheral dimension measured in another direction than length;
- r) **Distribution Point** – organizational unit of the Operator or partner unit of the Operator which realizes postal services on behalf of Speedmail in a defined territory of the country;
- s) **Courier item** – letter item being a registered item or postal parcel, accepted, sorted, moved and delivered in the manner assuring jointly:
  - direct collection of the item from the sender,
  - tracking the postal item from the moment of sending to the delivery,
  - delivery of the postal item in a guaranteed period defined in the regulations for the provision of postal services or in agreements for providing postal services,
  - delivery of the postal item directly to the hands of the addressee or the person authorized to collect,
  - obtaining a receipt of collecting postal item in a written or electronic form.
- t) **Postal Item or item** – items attached with marking of the Addressee and Address, submitted for acceptance or accepted by the Postal Operator for moving and delivery to the Addressee. In case of using in the Regulations exclusively the definition of an Item, without specifying its type, a given regulation refers to all types of Items services by the Operator;
- u) **Express item** – postal item with correspondence, unregistered or registered of the fastest category possible;
- v) **E-commerce item** – registered or unregistered letter mail up to 2000g, the content of which consists of commercial goods or items whose usual total value does not exceed PLN 15.00;
- w) **Letter item** – Postal item with correspondence or print, excluding advertisement consignment;
- x) **Local item** – letter item, unregistered or registered, sent and delivered within administration borders of the same town;
- y) **PDC item** – postal service involving accepting, moving and delivery of items performed by the Operator, covering also a return of the documents signed by the Addressee within the guaranteed period, in accordance with the individual arrangements concluded with the Sender;
- z) **Registered item** – Letter item being a registered item, moved and delivered in the manner securing it against loss, loss of contents or damage;
- aa) **Registered item with acknowledgment of receipt** – Letter item registered being a registered item, to which the print „Acknowledgment of Receipt” was attached;
- bb) **Acknowledgment of Receipt** – the form attached to the Item, on which the Recipient makes an additional receipt of collecting the Item returned to the Sender after performing the service, or transferred to the Sender by electronic means;
- cc) **Registered item** – Item accepted with acknowledgment of acceptance and delivered with acknowledgment of receipt;
- dd) **Advertisement or marketing item** – Postal unregistered consignment, containing exclusively advertisement, marketing or promotion material, sent once to at least 50 addressees, with an identical contents and identical text, differing only with identification data of the Addressee, Address or other variable data, which does not change the text of the information conveyed;
- ee) **Undeliverable consignment** – the registered consignment for the loss of which, the loss of contents or damage, the postal operator shall bear liability up to the level of value of the consignment provided by the sender;
- ff) **Postal item with declared value** – a registered postal item, for the loss, loss of content or damage of which the Postal Operator is responsible up to the value of the Shipment declared by the Sender;
- gg) **Postal law** – shall be understood as provisions of the act of 23<sup>rd</sup> of November 2012 Postal Law (J. of L. of 29<sup>th</sup> of December 2012, it.1529);
- hh) **Regulations** – current regulations of providing services by Speedmail limited liability company placed on the website [www.speedmail.pl](http://www.speedmail.pl) as well as available in Distribution points;
- ii) **Speedmail IT system** – a teleinformation solution provided by Speedmail for processing, sharing and collecting information on the provided postal services, including status of posted items, as well as supporting users in preparing items for posting.



#### §4

##### Scope of provided services and area of conducted activity

1. Speedmail provides postal services under the principles defined in the Postal law and in the regulations.
2. Speedmail shall accept and deliver the Items (including those with declared value) in accordance with the criteria defined below:
  - a. for Letter items, Registered items, Registered items with acknowledgment of receipt and Advertisement items sent in A Size;
    - i. Weight of the Item: up to 2000g
    - ii. Maximum dimensions of the Item: length 325mm, width 230mm, thickness 20mm.
    - iii. Minimum dimensions are limited with the size of addressee field, i.e. length 140mm, width 90mm.  
In exceptional situations, after expressing the consent by Speedmail, it is allowed to accept the Item, the size of address field of which is smaller, however it should allow for placing legible data of the Sender, Addressee, marks of fee and other markings, necessary to be placed on the Item.
  - b. for letter Items, registered Items, registered Items with acknowledgment of receipt and advertisement Items sent in Size B:
    - i. Weight of Item: up to 200h
    - ii. Maximum dimensions of the Item: sum of lengths, widths and heights of the item does not exceed 900mm and the largest dimension does not exceed 600mm. After expressing the consent by Speedmail, it is permitted to accept the Item, the maximum dimensions of which exceed the values defined in the point.
  - c. for other Items than those listed in points a, b – in accordance with the individually established principles between Speedmail and Sender.
3. Speedmail may also provide services in another scope and in another area than those defined in the Regulations on the basis of individual agreements concluded with Senders. The principles of providing those services will be contained in the agreements connecting the parties or in other regulations published on [www.speedmail.pl](http://www.speedmail.pl), or constituting an attachment to the agreement concluded with the Sender.
4. Speedmail shall deliver the Items indicated in the Regulations in the area defined in the entry into the register of postal operators conducted by the Office of Electronic Communication in the towns the current register of which is located on the website [www.speedmail.pl](http://www.speedmail.pl).
5. Maximum amount of the declared value of the Item may not exceed the equivalent of 400.00 PLN (four hundred PLN).
6. The Items transferred by the Sender and addressed to the Addressees in the places not services by Speedmail will be returned to the Sender at their cost or transferred to another postal operator for realization of the postal service unless individual provisions of the agreements concluded with the Senders shall foresee another method of conduct.
7. The Sender using the services of the Operator shall be obliged to use the specimens of forms and prints of the Operator foreseen for the activities defined in the Regulations.
8. Distribution Points and Points with Attempted Delivery Note Items are open on days and times defined individually for a given point.
9. The principles of providing postal services in foreign trade, list of services countries and price list of postal services in foreign trade is defined in separate provisions, and in case of no arrangements in separate provisions, the proper provisions of the Regulations shall apply to the provision of services in foreign trade.

#### §5

##### Principles of providing services

1. Speedmail shall accept Items exclusively for the Senders defined in § 3 point 4 of the Regulations.
2. Speedmail does not accept and does not deliver Items, the contents or packages of which exposes the Operator or the third persons to the risk as well as the items containing:
  - a. hazardous items or those which may cause damage to the persons or property, including in particular: irritating substances or items with bad smell, inflammable, explosive or radioactive materials, gun and ammo;
  - b. drugs, medications or psychotropic means;
  - c. live animals or plants;
  - d. dead body, human or animal remnants;
  - e. animal-derivative products,

- f. works of art, antiques, precious metals and stones in any form, currency, assignable securities, certificates and any assignable assets;
  - g. on package or in visible part of its contents – inscriptions, images, drawings or other graphic marks which infringe the law;
- as well as:
- h. Items which do not fulfill the conditions defined in §4 of the Regulations which are required to conclude the agreement and items from the Sender with whom no written agreement was concluded for the provision of postal services;
  - i. Items in the situation when the Sender with whom the agreement was concluded for the provision of postal services has arrears in payments for the postal services provided by Speedmail;
  - j. Items which due to their properties prevent from performing the service with the use of the means and means of transport possessed;
  - k. Items which by virtue of commonly applicable law provisions may not be transported;
  - l. Items which are in the package which may make other parcels dirty or damage remaining Items in another way;
  - m. Items in the situation when the postal service could be performed in whole or in part in the area not covered with an entry into the register of postal operators.
3. In case of justified suspicion that movement of the Item may cause damage to other Items or property of the Operator, the Operator may demand to have it opened by the Sender and in the event when calling the Sender to open the Item is impossible or was ineffective, may secure the Item at his own cost in the manner assuring the security of the postal trade.
  4. In case of a justified suspicion that the Item is a subject of crime or its contents constitutes a threat for people or for the environment, Speedmail will notify proper services immediately and stops and secures the Item until visual inspection by the services.
  5. In case of stating the infringement by the Sender the provisions contained in it.2, Speedmail refuses to perform the service or unilaterally will withdraw from the agreement for the provision of a postal service, and will return the Item accepted to the Sender at his cost. The return shall cover also the paid fee for the service performed. The provisions of § 6 of the Regulations shall apply to the return of the Item.
  6. In the event when the Item or its movement causes a damage to Speedmail, he shall reserve the right to seek damages from the Sender in a full amount under general principles. In the event when the Item or its packaging will cause a damage to the third person, and by virtue of a valid judgment of the court Speedmail will be obliged to repair it to the third person, Speedmail will be entitled to stand against Sender of the Item with regressive claim.

## § 6

### Principles of accepting and return of Items.

1. Postal services are transferred to Speedmail on the basis of the sending document prepared by the Sender or the person authorized by the Sender. The acceptance is confirmed on the original and copy of a sending document by the authorized employee of Speedmail. Speedmail also allows the delivery of items on the basis of sending documents prepared in electronic form by the Sender and then uploaded to the IT systems provided by Speedmail. Confirmation of receipt of items sent on the basis of shipping documents prepared in electronic form takes place in the Speedmail IT system.
2. Items should be transferred to Speedmail in an ordered manner, i.e. separately for each category of services and size, they should be placed with the address field in one direction (so called „frontal position”) in cassettes, boxes or other substitute packages preventing moving the Items and assuring them being secured against destruction. Additionally, registered shipments should be arranged according to the order of entry in the delivery document or according to the order of entry into the IT system provided by Speedmail.
3. On each Item transferred to Speedmail, a date of sending should be placed consistent with the actual status and marking concerning a type of service if required e.g. Text „registered Item”.
4. The Sender is responsible for proper packaging of the Item, in particular for:
  - a. matching the packaging with reference to durability depending on a type of contents and weight of Item;
  - b. placing security elements inside the packaging, which will prevent the contents moving inside the packaging;
  - c. selecting the packaging which will secure the contents of the Item against the access of the persons unauthorized, damaging the contents and a possibility to damage other Items.

5. The Sender shall be obliged to place on the packaging of the Item in a visible place in a legible manner their address and address of the Addressee.
6. Address of the Addressee and the Sender should contain the data allowing for identification both of the Sender and the Addressee. In particular, it should contain the following information by the provided order:
  - a. name of the conducted business activity or name and surname;
  - b. name of street, number of house and facility;
  - c. postal code and name of town.

The specimen of addressing the letter item shall be the Annex number 1 to the Regulations.

7. In case of:
  - a. lack of address or name of the Addressee;
  - b. lack of full information allowing for identification of the Addressee;
  - c. wrong or improper Address or Addressee;
  - d. refusal of accepting the Item by the Addressee;
  - e. lack of possibility to deliver the Item in the manner foreseen in the Regulations;The Item will be returned to the Sender at his cost defined in the Price List with a note constituting the information on the reason for failing to deliver and return unless the agreement with the Sender shall foresee another mode of conduct.
8. The non-deliverable item which may not be delivered to the Addressee nor returned to the Sender due to the lack of proper or a wrong Address of the Sender is returned to the central sorting house of Speedmail.
9. For the Items specified in it. 8, the provisions of art. 33 of the Postal Law shall apply.
10. For the correctness of data places on Items and in sending documents, referred to in the regulations, the Sender shall be responsible.
11. In case of failing to fulfill the obligations by the Sender defined in the paragraph, the liability of Speedmail for non-performance or improper performance of the service is excluded.
12. Acceptance of Items by Speedmail does not mean automatically that their parameters concerning packaging and contents fulfill requirements defined in the Regulations.

## §7

### Delivery of Items

1. Speedmail shall deliver Items within declared period of 4 working days after sending date. It is possible to deviate from the rule for particular types of services or in case of arranging individual principles of cooperation with the Sender.
2. The guaranteed date of delivery of postal items does not apply to items re-sent at the request of the Addressee, notified items and items which cannot be delivered due to the Sender or Recipient.
3. The date of delivery defined in it. 1 shall refer to the Items sent till 4:00 p.m.
4. The Items sent after 4 p.m. shall be treated as sent on the following day.
5. The dates indicated in it. 1 are the dates of forecast delivery time of the Item.
6. Letter items and advertisement Items are basically delivered by means of letter postal boxes.
7. In case of no letter postal boxes or no access to post box Letter and Advertisement Items shall be delivered directly to the Addressee or a full age person staying at the indicated Address and in case when the Addressee is a legal person or organizational unit not possessing legal identity - the person authorized for collecting the Item.
8. The Items registered are recognized as delivered upon giving them to the Addressee or the person authorized to collect it (proxy, statutory representative, etc.) or the person of full age residing together with the addressee after prior submission by the persons authorized to collect the Item or the full age person residing together with the addressee of a legible signature and the date of receipt of the shipment on documents confirming delivery, i.e. delivery note or on an electronic device, in the case of registered shipments with confirmation of receipt, the recipient also confirms receipt of the shipment on the receipt form.
9. The receipt of collecting the Registered Item by the Addressee or another person authorized for collection consists of a legible signature and date of delivery.
10. Acknowledgment of receipt of the Item shall be sent back to the sender or the information on delivery of the Item is transferred in another manner agreed with the Sender – by electronic means (SMS, e-mail).
11. The refusal to receipt the obtaining of the Registered Item on the list of deliveries or on the Acknowledgment of receipt shall treated as refusal to accept the Item.

12. Operator on giving or delivery of the item in order to state the identity of the recipient of the item may demand to have a current ID card presented (ID card, passport or other identity document).
13. In case of no access to letter postal boxes for the Letter Items and advertisement Items and no possibility to deliver the Items directly to the Addressee or the authorized person, the Items will have Attempt Delivery Notes issued and written notifications about a possibility to collect them placed in a visible place e.g. on entrance doors. The Attempt Delivery Note shall indicate which will be address of Distribution Point and hours within which the Item could be collected as well as period for which the Item could be collected. It refers also to the items the size of which do not allow for being placed in letter box.
14. Postal items addressed to the companies and institutions are delivered at the indicated address within opening hours. It does not refer to the situation when at the indicated Address there is a letter box.
15. In case of no possibility to deliver the Item registered to the Addressee and no other persons authorized to collect the Item will have Attempt Delivery Note issued and written notifications about a possibility to collect it will be placed in letter postal box or in case of no possibility to leave the notification in a letter postal box, in a visible place e.g. on the entrance doors. The Attempt Delivery Note shall indicate the address of the Distribution Point and hours, on which the Item can be collected as well as the period for which the Item will remain for collection.
16. Letter and advertisement Items are given in the place indicated in the Attempt Delivery Note within the next 14 days counting from the next day following the issue of Attempt Delivery Note. In case of failing to collect and on the provided date it is returned to the Sender at his cost defined in the Price List or the agreement concluded with the Sender.
17. The Items registered are given in the place indicated in the Attempt Delivery Note to the person authorized for collecting them on the basis of the presented ID document within the next 7 days, counting from the day following the day of issuing the Attempt Delivery Note, with the preservation of provisions of it. 8.
18. In case of failing to collect the Registered Item within 7 days the repeated Attempt Delivery Note is issued with the possibility to collect the Items within the next 7 days counting from the day following the date of issue of the Attempt Delivery Note which is delivered in accordance with the principles concerning letter items.
19. The items registered are stored for the period of 14 subsequent days counting from the day following the date of issue of the first Attempt delivery note. In case of failing to collect the Item within the provided period it is returned to the sender.

## **§8**

### **Fees**

1. Fees for services provided by Speedmail are defined on the basis of the Price list and shall constitute an Annex to the agreement for provision of services.
2. The fee for the service depends on a type and weight of the Item and its dimensions as well as additional activities realized by Speedmail for the Sender.
3. The weight of the Item includes also its packaging and a number of necessary markings e.g. concerning collected fee or provided additional services.
4. In order to identify the agreement concluded between the Operator and the Sender and confirmation of fees resulting therefrom place in the upper right corner of the Item the following marking:

### **OPŁATA NALICZONA**

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## **§9**

### **Liability of Speedmail and Operator**

1. Postal service shall be deemed as not performed in case of losing or destroying the Item at the fault of Speedmail or improperly performed in cases when the Item or its contents was damaged, the loss of contents will take place or the delivery of the Item was made later than he deadlines defined in the agreement for the provision of a postal service as well as infringed the principles defined in the Regulations. The Item lost shall be understood as such when the delivery or notification on attempted delivery of which did not take place within 30 days of the sending date.





2. Speedmail shall bear liability for non-performance or improperly performed services excluding the situation in which it took place as a result of:
  - a. force majeure,
  - b. exclusively due to the infringement by the Sender or the Addressee the provisions of the Postal Law or the Regulations including, i.e., defective or insufficient packaging of the Item or sending the Item inconsistent with the provisions of the Regulations'
  - c. due to the properties of the item sent, including due to the special susceptibility of the item sent to the damages resulting from its defects or natural properties;
  - d. acts of God for which Speedmail shall bear no liability
  - e. reasons on the Sender or Addressee's side, not caused by the Operator;
  - f. another reason for which Speedmail shall bear no liability.
3. Speedmail does not bear liability for loss of contents or damage to the Item if it was delivered to the Addressee or returned to the Sender in packaging intact.
4. Speedmail shall be responsible only for proved losses suffered by the Addressee or the Sender as a result of non-performance or improper performance of the service. The following is excluded from the liability:
  - a. loss benefits;
  - b. unrealized profits or income of Addressee or Sender.
5. The right to seek damages in relation to Speedmail, shall be granted to the Sender and the Addressee in the event when the Sender waives the right for him or when the item was delivered.
6. In case of stating by the Addressee on an attempt to deliver, a damage or loss of contents of the Item, the Addressee in order to seek claims must write down a protocol of damage in the presence of the representative of Speedmail, in which information will be included concerning delivery (including date and time) and a description of the type of damage. The protocol (signed by the Addressee and representative of Speedmail) shall constitute the basis for seeking by Sender or Addressee the claims for damage or loss of Item.
7. Claim for improper performance of the postal service shall expire as a result of accepting the postal Item without reservations unless the defects or damages of the Postal Item which are not to be noticed from outside, were stated by the person authorized afar accepting the Item and not later than after the lapse of 7 days of accepting the Item and were reported to the Operator for the reason and proved that defects or losses of the Item were caused between the acceptance of the Item by the Operator in order to perform postal service and its delivery to the Addressee.
8. For the loss, defect or damage of the postal item which is not the item with correspondence, the damages shall be granted in the amount not higher than ordinary value of lost or damages items.
9. For the loss of item with correspondence, the damages shall be granted in the amount of ten-time fee for the service not lower however than fifty-time fee for treating the Item as registered, defined in the price of common services.
10. For the loss of the item with declared value, the damages shall be entitled in the amount demanded by the Sender, not higher however than declared value of the item.
11. The damages for the improper performance of postal service for exceeding the deadlines defined in the agreement for the provision of a postal service may not exceed the equivalent of the amount for sending the Item.
12. In case of failing to perform the service, the Operator, irrespective of the due damages, shall return in whole the fee collected for the services performed.
13. The damages are paid exclusively upon the demand contained in the letter of complaint, referred to in §10 of the Regulations.
14. The provisions contained in point 4, 8, 9 and 10 of the paragraph shall not apply to the Addressee in the situations when the Addressee is the business partner within the meaning of art. 221 of the Civil Code act. In such a case in the scope of the liability, the proper provisions of Postal law shall apply.

## **§10**

### **Complaints**

1. In case of failing to perform or improper performance of the postal service, the right to lodge an appeal shall be granted to the Sender or Addressee – when the Sender waives the right for him to seek claims or when the Item will be delivered to the Addressee. The complaint lodged by the person unauthorized shall be considered as not lodged.
2. All complaints are considered in the seat of Speedmail or its Distribution Points.

3. The complaint should be submitted not later than within 12 months counting from the date of sending the Item.
4. The complaint may be lodged by electronic way to the email address: [bok@speedmail.pl](mailto:bok@speedmail.pl), by the phone, at the number 44 647 47 47, in person in Distribution Points, Headquarters of Speedmail, at the address ul.Belzacka 176/178, 97-300 Piotrków Trybunalski, or alternatively by letter to the address Speedmail Sp. z o.o. Biuro Obsługi Klienta, ul.Belzacka 176/178, 97-300 Piotrków Trybunalski.
5. The complaint should contain the following data:
  1. Name, surname, name of the complainant;
  2. Address (place of residence or for correspondence) or seat of the company/institutions;
  3. Subject of complaint and justification for the complaint,
  4. Date and place of sending the Item.
  5. Number of the document confirming the sending or number of Item;
  6. The amount of damages – in the event when the complainant demands damages;
  7. Indicating the number of bank account or address to which in case of recognizing the complaint the amount of the claim will be transferred;
  8. Signature of the complainant – in case of complaint lodged in a written form;
  9. Date of preparing the complaint,
  10. List of attached documents,
  11. Protocol of damages, referred to in §9, point 6 of the Regulations signed by the parties to the agreement or written justification of the claim concerning invisible defects or damages to the Items. Such a claim may be also reported by the Addressee not later than after the lapse of 7 days from accepting the Item;
  12. The document confirming the acceptance of the Item by Speedmail;
  13. Other documents confirming the cause of the damage, e.g. statement of the Addressee of the Item, etc.;
  14. Power of attorney in case of seeking claims by another person than the authorized one;
  15. Statements of the Sender on waiver of the right for seeking claims – in case referred to in §10 point 1 of the Regulations;
  16. Packaging of the damages item, if the postal operator demands it;To the complaint lodged by means of electronic communication, one should attached copies of documents, referred to above. If it is necessary for the proper consideration of the complaint, Speedmail may demand to have the originals of the documents transferred.
6. The complaint documents may be submitted in each Distribution Point or in the seat of Speedmail.
7. In case of no formal shortages concerning the complaint, Speedmail within 14 days of lodging a complaint shall apply for its correction or supplementation within 7 days, or else the complaint shall be left without consideration.
8. For the time of completing formal shortages or correcting data contained in the complaint, the course of dates for considering complaints by Speedmail shall be suspended.
9. The complaint shall be considered within 30 days of date of submitting.
10. About the result of considering the complaint, Speedmail shall consider the complainant in writing providing:
  - a. in case of whole or partial recognition of the claim – granted amount of the damages, date and method of transferring the due amounts, justification for the decision made, legal basis and indicating the appeal manner;
  - b. in case of not recognizing the claim – justification of the decision made, legal basis and indicating the appeal manner.
11. The manner of complaint procedure shall be exhausted in case of:
  - a. recognizing the complaint and payment of the damage amount;
  - b. refusal to recognize the complaint by the Operator or not paying the sought due amount within 30 days from the day of recognizing the complaint.
12. Speedmail reserves the right to demand from the complainant other documents than those listed in it. 5, necessary for closing the complaint procedure.
13. In the issues not settled in the Regulations, the Ordinance of the Minister of Administration and Digital Affairs shall apply on complaint of postal service of 26<sup>th</sup> of November 2013. (J. Of L. of 2013 no. 1468).





**§11**  
**Right to pledge**

1. Speedmail shall be entitled to the right to pledge on Items in order to secure claims resulting from the agreement for the provision of a postal service or justified, additional costs of providing service, caused for the reasons of the Sender or Addressee.
2. The provision of it. 1 shall not be applied if the Addressee of the Item is the body of public authority.
3. In case of refusal to satisfy the liabilities by the Addressee or the Sender secured with the pledge Speedmail shall open the Item by commission and make the sale of its contents after the lapse of 14 days of written notification of the Addressee or the Sender about intended sale of the contents of the Item.
4. The amount obtained from the sale of the contents of the Item, referred to in it. 3, shall be transferred by Speedmail to the Sender at his cost, after deducting the liabilities covered with the pledge.
5. Speedmail shall be granted a claim to the Sender to cover the difference in the event when the liabilities secured with the pledge exceed the amount obtained from sale of the contents of the Item.
6. In the event when the sale of the contents of the Item or its part is not possible, the provisions of art. 33 it.9 of the Postal law shall apply.

**§12**  
**Resolving disputes**

1. The right to seek claims defined in the Regulations in civil procedure shall be granted to the Sender or the Addressee only after exhausting the complaint procedure.
2. The claims sought on the basis of the Regulations shall limit after the lapse of 12 months of sending the Item.
3. The course of limitation of claims is suspended for the period from the day of lodging a complaint until exhausting the complaint procedure.
4. All disputes resulting from the realization of the provisions of the Regulations shall be considered by the competent court for the seat of Speedmail.
5. The civil-legal dispute between the Addressee in the situation when the Addressee is a consumer within the meaning of art. 22 (1) of the Civil Code act and Speedmail may also be completed in amicable manner in the procedure before the Amicable Consumer Court at UKE President in the mode defined in the act of 16<sup>th</sup> of July, 2004 Data Communication Law (J. Of L. Number 171, it. 1800) and by means of mediation procedure in the mode of art. 95 of Postal Law.

**§13**  
**Postal secret**

1. The Operator shall be obliged to comply with postal secret. In addition, the persons are obliged to comply with postal secret who due to the performed activity have the access to the postal secret.
2. Postal secret covers the information transferred in Items, data concerning Addressees and Senders, data concerning entities using the postal services and data concerning the fact and circumstances of providing postal services or using the services.
3. The infringement of obligation to keep in secret is in particular:
  - a. disclosing or processing information or data covered with the postal secret;
  - b. opening closed Items or getting familiarized with their contents;
  - c. allowing unauthorized persons to conduct activities aiming at performing activities, referred to in point 1 and 2.
4. The following are not considered as infringement of the postal secret:
  - a. making actions, referred to in §13 it. 3 point a and b, in cases foreseen with the law provisions or in the agreement for providing postal service;
  - b. using by the operator reference letters covering data concerning entities using its postal services and types of these services in the event when the data is published with the consent of the entities to which they refer.
5. The obligation to keep postal secret is unlimited in time.

6. The Operator shall be obliged to keep due diligence in the scope justified with technical or economic reasons while securing devices and facilities used with the provision of postal services and data sets against disclosing postal secret.

#### §14

#### Protection of personal data

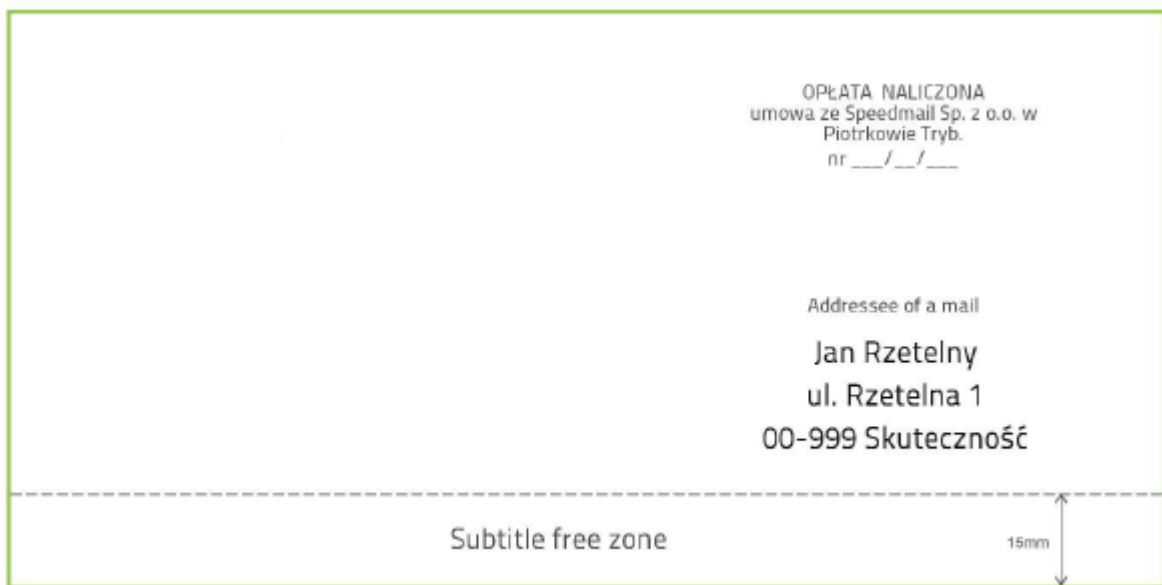
1. The administrator of personal data in the completion of postal services specified in the regulations is Speedmail Sp. z o.o., ul. Belzacka 176/178, 97-300 Piotrków Trybunalski.
2. The administrator, when performing the services specified in the Regulations, processes personal data on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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) in connection with the Postal Law Act ”.
3. The Administrator of data entrusts the following categories of personal data pursuant to the scope of the services provided for the Purchaser: name and surname, address, Tax ID, place of conducting the activity, email address, telephone number.
4. Personal data shall be processed on the basis of art. 6 it. 1 point a), b), c) and f) of the Regulation of the European Parliament and the Council (EU) 2016/679 of 27<sup>th</sup> of April 2016 on protection of natural persons in connection with processing personal data and on free flow of such data and abating the directive 95/46/EC (general regulation on protection of data hereinafter referred to as RODO) in conjunction with art. 42 Postal law.
5. Personal data, referred to in it. 1 is collected by Speedmail for providing services, referred to in the regulations as well as for archival purposes (evidence) and for the purposes connected with seeking/protection of claim (art. 6 it. 1 point f) RODO).
6. The source of personal data is the Sender.
7. Personal data of the Purchaser will be processed by the Data administrator.
  - a. for the needs of the realization of services, referred to in the regulations – until the termination of the agreement concluded with the Sender for the provision of postal services,
  - b. for the realization of the obligation to store accounting documents – for the period of 5 years from the beginning of the year following the financial year, in which the operations, transactions and procedure were finally completed, paid, settles or limited.
8. Personal data will be stored for the period of the service realization and for the period necessary to conduct the complaint procedures on the basis of the regulations.
9. Personal data may be accessed by the Administrator's subcontractors (processors), e.g. entities with which the Administrator has concluded an agency agreement for the provision of postal services, logistics, transport and legal companies, other entities or other postal operators with which the Data Administrator cooperates in the provision of services covered by the Regulations.
10. Personal data may be transferred to a third country, to other postal operators in order to provide a postal service outside of territory of Poland.
11. Provision of data is not the statutory requirement, nor the contractual and is voluntary, however necessary for the realization of the services, referred to in the regulations.
12. The person, to whom the personal data refers has the right to demand the access to his/her personal data and to correct it, remove, limit processing, right to obtain the copy of the data and transfer data.
13. The person, to whom the personal data refers has the right to lodge an objection towards processing their personal data for the needs of due performance of postal services. The objection may be lodged in the manner comfortable for themselves and in particular by means of sending the message to the e-mail address [iod@speedmail.pl](mailto:iod@speedmail.pl) or by means of other means of distance communication or by mail to the address of the seat of the data administrator. In case of lodging an objection the Administrator will cease to process data for the above purposes, unless he/she shows that in relation to this data there are legally justified bases for the Administrator which will be superior to the interests, rights and freedoms of the data owners or the data will be necessary for the Administrator for any establishing, seeking or defending the claims.
14. The person to whom the personal data refers has the right to lodge a complaint to the President of Office of Personal Data Protection with its seat in Warsaw or another supervisory body possessing the competence to recognize the complaint on the day of its lodging when the person recognizes that personal data processing infringes the provisions of law on personal data protection as well as RODO provisions.

15. The data concerning the fact and circumstances of providing the postal services or using the services, including the data concerning the persons using the services constitute postal secret within the meaning of art. 41 of the Postal law.
16. Contact to the data protection officer: Data Protection Officer Speedmail, Piotrków Trybunalski (97-300), Belzacka street 176/178 97-300, email: [iod@speedmail.pl](mailto:iod@speedmail.pl).

### §15 Final provisions

1. In the issues not settled in the Regulations, the following provisions are applied:
  - Act of 23<sup>rd</sup> of November 2012 Postal Law (J. Of L. of 2017 no. 1481, no. 106, 138 of 2018);
  - Act of 23<sup>rd</sup> of April 1964 Civil Code (J. Of L. no. 16, it. 93 as amended) – hereinafter referred to as Civil Code and other law provisions.
2. If any provision of the Regulations is invalid or illegal, it will not affect any other provisions of the Regulations. In case of invalid or illegal provisions, they are replaced with the provisions from the above legal acts.
3. Speedmail reserves the right to introduce changes into the regulations with the reservation that the changes will not apply to the services being during performing and will apply after 30 days from being published on the site [www.speedmail.pl](http://www.speedmail.pl).

Annex number 1 to the Regulations for providing postal services by Speedmail LLC.



\* according to the PPI presented on a business agreement signed between the Sender and Speedmail