

AltaSoft sp. z o.o.

ul. Pukowca 15, 40-847 Katowice, POLSKA

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ONLINE PAYMENT TERMS AND CONDITIONS

These Terms and Conditions set forth the rules for online payments for goods and services offered by the Seller – AltaSoft Spółka z ograniczoną odpowiedzialnością (AltaSoft Sp. z o.o.)

I. DEFINITIONS OF TERMS USED

Seller/Owner of the website altasoft.pl:**AltaSoft Spółka z ograniczoną odpowiedzialnością (AltaSoft Sp. z o.o.)**

with its registered office at ul. Pukowca 15, 40-847 Katowice, registered with the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000558517, NIP (Tax ID): 6342839789, REGON: 361525651

Payment Operator:

mBank S.A. with its registered office at ul. Prosta 18, 00-850 Warsaw, registered with the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000025237, NIP: 5260215088, REGON: 001254524

Payment Gateway:

Online payment gateway www.paynow.pl, managed by the Payment Operator

Available payment methods: **BLIK, Online Bank Transfer, Payment Cards**

**Entity providing online card payment services:**

Autopay S.A., Powstańców St., Warszawy 6, 81-718 Sopot, registered with the District Court Gdańsk-Północ, 8th Commercial Division under KRS number 0000320590, NIP: 585135185, REGON: 191781561

Supported cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro Obsługiwane karty płatnicze: **Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro**

**Buyer:**

A person who has purchased goods or services from AltaSoft Sp. z o.o.

Services/Goods:

Services or goods listed in the Seller's offer on the website www.altasoft.pl or in an individual offer to the Buyer, in particular services related to registration and reservation for Events organized or supported by the Seller as listed in the Event Calendar.

Event:

A congress, conference, or meeting of any nature organized or supported by the Seller. Each Event has a dedicated website with Organizer contact details and specific event-related information, such as payment methods, fees, due dates, discounts, and cancellation/refund policies.

Bank Account: mBank S.A., nr 69 1140 2004 0000 3402 7575 3047

Event Calendar:: <https://altasoft.pl/organizacja-impresz/kalendarium/>.

A webpage listing current Events organized or supported by the Seller, allowing navigation to individual Event pages and registration forms.

Registration Form:

An online form used to sign up for an Event, select participation options, and order additional services. Submission of the form is equivalent to placing an Order. The Buyer is required to provide necessary identifying information and data required for lawful invoicing.

Event Terms and Conditions:

A document defining the rules of registration, participation, pricing, payment, cancellation, and complaints related to a given Event.

Privacy Notice:

Information Clause on the processing of personal data published on the Event's website (hereinafter referred to as the Clause). In the case of online registration and reservation of a place at the Event, it regulates the rules for the processing of personal data of persons registering or persons registering or booking services at this Event on their behalf.

Organizer (Event Organizer):

The Seller or an entity that has signed an agreement with the Seller to organize an Event and determine the rules and conditions, including pricing, payments, and cancellation policies.

II. GENERAL PROVISIONS, PAYMENT PROCESSING

1. The Seller conducts the sale of goods/services.
2. A sales contract is concluded when:
 - a) an agreement or order is signed by both Buyer and Seller,
 - b) the Seller confirms by email an order sent by the Buyer to the Customer Service or Event Support Department (contact details in section VIII)
 - c) e-mail acceptance by the Seller of the order placed via the Registration Form.
3. Accepted payment methods include:
 - a) Traditional bank transfer to the account indicated in the Agreement/Order or Event Terms and Conditions (payment is recognized once the full amount is credited to the Seller's account), and the payment should be made within the deadlines specified in the Agreement/Order or the Event Regulations.
 - b) Online payment via an active payment link (in invoice, order, or document from the Seller) through the Payment Gateway,

- c) in the case of online registration or booking of additional services at Events using the Registration Form (if the Event Regulations allow for such a possibility) – by online payment using the Payment Gateway
 - d) Cash or card (VISA, MASTERCARD) payment during the Event at designated on-site payment points.
- 4. Online payment is considered made when the Payment Operator confirms successful transaction execution.
- 5. The Seller does not guarantee the availability of all listed payment methods for every product/service.
- 6. Online payments require: Internet access, an up-to-date browser accepting cookies, and a properly configured email account. Neither the Seller nor the Payment Operator is liable for issues arising from non-compliance with technical requirements.
- 7. Online payment requires prior acceptance of these Terms and Conditions, which constitutes a binding agreement
- 8. Online payments can only be made in PLN (Polish Zloty).
- 9. Please ensure that the service and amount on your Order, Invoice, or Registration Form are correct before paying. Refunds are subject to the terms described in Section IV. For issues, contact the Seller before payment.

III. EVENT PARTICIPATION PURCHASE PROCESS

- 1. Acceptance of the specific Event Terms and Conditions is required for successful registration or service reservation.
- 2. Accurate completion of the Registration Form is the Buyer's responsibility. Neither the Seller, Payment Operator, nor Organizer is liable for errors in data entry.
- 3. The Seller confirms the receipt of the Order specified in the Registration Form by e-mail to the Buyer's e-mail address indicated in the Form. The message sent by e-mail by the Seller contains information about all important elements of the Order.
- 4. Receipt of the e-mail message referred to in paragraph is an obligation to pay and is an unambiguous conclusion of the agreement between the Buyer - Participant/Placing an Order and the Seller.
- 5. Depending on the Event, an additional online payment fee may apply, as specified in the Event Terms and Conditions.
- 6. Due to the fact that each Event takes place at a strictly defined time, the Buyer does not have the right to withdraw from the agreement (pursuant to Article 38(12) of the Act on Consumer Rights, the consumer does not have the right to withdraw from an agreement concluded outside the business premises or remotely in relation to contracts for the provision of services related to cultural events, if the contract specifies the date or period of the provision of the service

IV. COMPLAINTS AND REFUNDS

1. Complaints, cancellations, and refund terms are defined in the Event Terms and Conditions.
2. Complaints and refund requests must be submitted in writing within the deadlines set by the Event Terms.
3. The refund is made by the Event Organiser or an entity indicated by the Organiser, e.g. the Organizing Office, and up to 7 days after the online payment is made, it may also be made by the Seller at the request of the Event Organiser or an entity indicated by the Organiser examining complaints and requests related to a given Event.
4. In the case of online payments – in particular card payments, it may be necessary to provide the account number to which the refund is to be made in a written request for a refund. No refunds are made to the card.
5. Complaints regarding: improper operation of the Registration Forms or execution of Orders, in which the relevant provisions in the Agreement or the Order or the Terms and Conditions of the Event to which the Order relates do not specify the conditions of the complaint may be submitted by the Buyers via e-mail, to the following address: altasoft@altasoft.pl or in writing – by registered mail sent to the address of the Seller's registered office: 15 Pukowca Street, 40-847 Katowice with a note "complaint-altasoft".
6. The complaint should contain the data of the person filing the complaint, a brief description of the subject of the case (complaint) and information on how to contact the Buyer. The Buyer shall be notified of the manner in which the complaint will be handled in the same manner as the Buyer submitted the complaint, unless he/she has indicated another way of contact, within fourteen (14) days from the date of filing the complaint.
7. Only complaints submitted within 14 days of the issue will be considered.
8. None of the provisions of these Terms and Conditions shall limit the Buyer's rights in the subject of complaints, which he is entitled to under Polish law.
9. The Seller is not responsible for interruptions in the online payment system or failures caused by the Payment Operator or card payment service provider.

V. PERSONAL DATA PROCESSING

1. The Seller is the administrator of the data provided by the Buyer. Exceptions may be some Events in which the Seller, on the basis of an appropriate agreement with the Organizer – the Data Controller, acts as a data processor on its behalf.
2. In the case of online registration and reservation of a place at Events, the rules for the processing of personal data of persons registering or persons making on their behalf are additionally regulated by the Information Clause specific to a given Event.
3. Privacy Notice specifies the Seller's role (Data Controller or Processor).
4. Acceptance of the provisions of the Privacy Notice is necessary for the effective registration or booking of services at a given Event.

5. The purposes of data collection are the conclusion and performance of a contract (Article 6(1)(b) of the GDPR), the use of the data for accounting purposes (Article 6(1)(c) of the GDPR) and, in exceptional situations, the establishment or defence of claims (Article 6(1)(f) of the GDPR).
6. Providing data is voluntary but necessary for payment processing.
7. Data may be shared with:
 - a) entities through which the Seller pursues its purposes, which have been entrusted with the processing of personal data on behalf of and for the benefit of the Seller, which include, among m.in, providers of ICT systems, accounting office, law firms and consulting companies, postal operators and couriers,
 - b) recipients to whom the Seller will be obliged to transfer data under applicable law.
8. The data necessary to make payments are stored until the expiry of the periods resulting from tax regulations and the limitation of civil law claims expires.
9. Buyers have the right to access, correct, delete, restrict processing, object, and request data transfer or withdraw consent at any time.
10. To exercise these rights, contact: administrator@altasoft.pl or write to the Seller's address.
11. Each Buyer also has the right to lodge a complaint with the supervisory authority (President of the Office for Personal Data Protection) if they believe that the processing of personal data concerning them violates the applicable regulations
12. Online payments are made on the basis of an agreement between the Seller and the Payment Operator, who is the administrator of personal data necessary to make online payments.
13. The Payment Operator processes the Buyers' data in order to execute the payment transaction, notify about the status of the payment or the complaint being considered, as well as to fulfil its legal obligations.
14. By choosing online payment, the Buyer acknowledges and accepts the provisions of these Terms and Conditions, thus allowing the Payment Operator to order the payment and provide it with the data of the Buyer making the payment necessary to make the payment.
15. The data used for transactions in the online payment system cannot be changed or deleted as they are part of the transaction.

VI. CHANGES TO THE REGULATIONS

1. The Terms and Conditions are published and made available for download or printing on the Seller's website (altasoft.pl) and are available on the website of each Event in which the sale of goods/services by the Seller using the Payment Gateway is expected.
2. The Terms and Conditions apply to all those who make online payments for goods/services offered by the Seller.
3. The content of the Terms and Conditions may change. The amendments are effective from the date of their announcement (indicated in paragraph VII section 1. The changes do not apply to transactions that were executed before the amendment of the Terms and Conditions; to which the previous provisions apply.
4. The possibility and procedure of introducing changes to the Regulations of individual Events or changes within the framework of Events are governed by the Event Regulations. In the absence of appropriate provisions, the Organizer of a given Event is responsible for the consequences of changes and complaints in this respect.

VII. FINAL PROVISIONS

1. Terms and Conditions are effective from 18.02.2024.
2. In matters not regulated by these Terms and Conditions, the relevant provisions of the Civil Code, the Act on the Provision of Electronic Services of 18 July 2002 (i.e. of 9 June 2017, Journal of Laws of 2018, item 1219, as amended) and other provisions of generally applicable law shall apply.

VIII. CONTACT THE SELLER

Correspondence address:

AltaSoft Sp. z o.o.

ul. Pukowca 15,40-847 Katowice

E-mail:

Customer Service, complaints: altasoft@altasoft.pl

Events Service Department (registration and ordering services for Events):

konferencje@altasoft.pl

Accounting (invoices, payment processing): faktury@altasoft.pl

Helpdesk (help in case of technical problems): helpdesk@altasoft.pl