

Privacy Policy

I Introduction

When conducting business activities, JWP Group collects and processes personal data of users in accordance with applicable provisions of law, including 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, GDPR).

Below please find the information that may be relevant in connection with the use of the services provided by JWP Rzecznicy Patentowi Dorota Rzążewska sp.k. (hereinafter: JWP) or another entity from JWP Group (listed [here](#)) which is a party to a provision of services agreement, or an entity contacted for another purpose.

Personal data means any information about the natural person identified or identifiable through one or more specific factors determining their physical, physiological, genetic, mental, economic, cultural or social identity, including their image, voice recording, contact details, location data, information included in correspondence, information collected via recording equipment or other similar technology.

The function of a personal data controller making decisions about the purposes and manner of data processing is jointly performed by the entities constituting JWP Group (hereinafter referred to as JWP Group):

- - **JWP Rzecznicy Patentowi Dorota Rzążewska sp.k.** (JWP Patent & Trademark Attorneys), address: ul. Żelazna 28/30, 00-833 Warsaw (Sienna Center), registered in the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register. National Court Register Number (KRS): 0000717985 | Tax Identification Number (NIP): PL 526 011 18 68 | Statistical Identification Number (REGON): 010532597
 - **JWP Kancelaria Prawna Dorota Rzążewska** (JWP Attorneys-at-Law), address: ul. Żelazna 28/30, 00-833 Warsaw (Sienna Center). Tax Identification Number (NIP): PL 521 127 64 11 | Statistical Identification Number (REGON): 012877745
 - **Fundacja JWP Masz pomysł? Masz patent. Masz zysk!** (JWP Foundation), address: ul. Żelazna 28/30, 00-833 Warsaw (Sienna Center), registered in the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register. National Court Register Number (KRS): 0000379117 | Tax Identification Number (NIP): PL 701 028 28 77 | Statistical Identification Number (REGON): 142823770

In order to ensure an adequate level of personal data protection, JWP Group has appointed **Data Protection Officer**, to be contacted by email at: dane@jwp.pl or by mail at: ul. Żelazna 28/30, 00-833 Warsaw.

II Personal Data Collection, Processing and Use

The manner and scope of personal data collection depends in particular on whether you visit our website for information purposes or use the services offered via the website or the services described therein, but provided otherwise.

The provision of personal data is **voluntary**, but necessary to accomplish the purposes for which we have collected personal data.

We process personal data for the following purposes and with reference to the following legal basis (Article 6(1)(a)-(c),(f) of GDPR):

- entering into and performing individual contracts, including ensuring a good quality of services (legal basis: Article 6(1)(b) of GDPR) – “performance of a contract,”
- fulfilling legal obligations, e.g. issuing and storing invoices or responding to complaints (legal basis: Article 6(1)(c) of GDPR) – “a legal obligation,”
- pursuing any possible claims (legal basis: Article 6(1)(f) of GDPR) – “a legitimate interest,”
- promoting our own services during the term of the contract (legal basis: Article 6(1)(f) of GDPR) – “a legitimate interest,”
- carrying out marketing activities, sending newsletters, organizing workshops and trainings provided that you agree to the use of the data for this purpose (legal basis: Article 6(1)(a) of GDPR) – “consent.”

We **process the personal data provided to us for the period necessary to accomplish the above purposes**. Depending on the legal basis, this will be respectively:

- the duration of the cooperation itself, but no longer than 10 years from the end of the year when the proceedings as part of which the personal data was collected are concluded – for the personal data processed by attorneys-at-law or advocates in the course of their professional activities,
- the time during which legal obligations are fulfilled and the time during which the provisions of law, e.g. tax regulations, require Data Controllers to store the data,
- the period of time after which any claims arising from the contract expire,
- the period of time until the consent is withdrawn.

Taking into account the trust that users place in JWP Group when using our legal advisory services, we reserve the right to retain, in individual cases, personal data allowing to identify a conflict of interest should a case regarding a specific user be conducted by us for the opposing party.

III Cookie Policy

JWP Group uses the following Websites:

- <https://www.jwp.pl/> – website of Patent & Trademark Attorneys.
- <https://www.jwp-poland.pl/> – website of Patent & Trademark Attorneys in English
- <https://www.jwp-legal.pl/> – website of Attorneys-at-Law
- <https://www.jwp-fundacja.pl/> – Foundation's website

When you use the Website, your data is automatically collected. The data include: IP address, domain name, browser type or operating system type. The data may be collected by web cookies, Google Analytics, and may be stored in server logs.

Web cookies are small text files sent to your computer or another terminal device when you are browsing the Website. Web cookies remember user preferences, which helps enhance the quality of provided services, improve search results or the accuracy of displayed information, personalize a website, and create website statistics.

JWP Group is a **controller of web cookies**.

You **may opt out** of web cookies (or set preferences for their use by your web browser) by selecting appropriate settings in your web browser.

You agree to the storage of or access to the web cookies by the Service Provider by reading a web cookies use notification message during your first visit to the Website, closing the notification message and keeping the default settings of your web browser unchanged. You may change the way web cookies are used at any time by changing the settings of the browser installed on your device.

JWP Group uses the types of web cookies listed below:

1. Essential files – files of key importance that enable users to navigate the Website and use its functions, e.g. gain access to secure areas on the Website.
2. Performance files – these files collect information about how users use the Website and which parts of the Website they visit most often.
3. Functional files – these files register user choices (such as a user name, language, or the region where users reside).

JWP Group uses the Google Analytics system, which serves for web analytics and gives insight into the Website traffic useful in marketing activities.

Third-party social media (e.g. Facebook, Twitter, LinkedIn) may record information about you, for example, when you click on an “Add” or “Like” button connected with a particular social networking site during your stay on the Website. The Service Provider has no control over third-party entities or their activities. Information about social media sites is available thereon.

JWP Group uses the data provided by you or collected automatically to:

1. ensure proper functioning, configuration, security and reliability of the Website,
2. monitor a session status,
3. adapt displayed information to user preferences,

4. conduct analyses, statistics, surveys and audits of Website views.

Should you have any additional questions related to the use of web cookies, please send them to the following email address: info@jwp.pl. The rules set out in the Cookie Policy are governed by Polish law.

IV Transfer of Personal Data to Third Parties

Subject to data security guarantees, we may transfer personal data to other entities, including:

1. persons authorized by JWP Group to process data,
2. entities entrusted with data processing, e.g. technical service providers and advisory services providers,
3. other controllers, e.g. couriers.

Personal data may also be transferred to countries outside the European Economic Area (i.e. countries other than the European Union or Iceland, Norway and Liechtenstein), provided that conditions set out in Chapter V of the GDPR are met. The entrusting of personal data of JWP Group clients to foreign attorneys established outside the European Economic Area takes place after this has been agreed with the user.

The entities with whom user data is shared may use it in the manner and to the extent necessary to accomplish the purpose set by JWP Group. In addition, JWP Group cooperates with advisors who are obliged to comply with security rules and regulations as regards personal data processing. JWP enters into agreements for entrusting individual entities with personal data specifying terms and conditions for the use of such personal data by these entities.

V Google Analytics

JWP Group uses Google Analytics, which uses web cookies stored in your computer. As a result, we obtain personal data identifying the entity using JWP Group's Website, such as an IP address. The information resulting from web cookies is provided to Google Inc. and stored on the server of this company. Google Inc. collects and processes data in accordance with its own privacy policy.

VI Personal Data in Social Media

JWP Group provides content via social media such as: Twitter, Facebook, LinkedIn and Youtube. When you use specific social media, your personal data is collected and processed by these entities under the terms and conditions set out by their owners, outside the control of JWP Group.

VII Data Security

In order to ensure data confidentiality, JWP Group has implemented procedures as well as organizational and technical solutions allowing access to data by authorized persons who process it in connection with the tasks with which they have been entrusted. Necessary actions are taken to ensure that subcontractors and other

cooperating entities also guarantee the use of appropriate security measures whenever they process data on behalf of JWP Group.

The information sent via the Website, including via the contact form, newsletter or as part of JWP Online service, is encrypted by means of SSL protocol and remains invisible to third parties.

Risk analyses are carried out on an ongoing basis and the adequacy of data safeguards applied to identified risks is monitored.

In addition, JWP Group complies with the duty of professional secrecy binding patent attorneys, attorneys-at-law and advocates.

VIII User Rights

Any person whose personal data is held by JWP Group has the right to request **access** to their personal data, to have the data **transferred, rectified** and **erased or to have the processing of their personal data restricted**. Any restriction in this respect may only arise from regulations.

Notwithstanding the rights mentioned above, any data subject may **object** to the processing of the data where the data is used on the basis of a legitimate interest. Having accepted such a relevant request, JWP Group is obliged to cease the processing of data for a specific purpose.

The withdrawal of consent to the processing of personal data does not affect the lawfulness of data processing made on the basis of the consent before its withdrawal.

Should you wish to exercise these rights, please send an email to dane@jwp.pl.

Any data subject also has the right to file a complaint with the President of the Personal Data Protection Office if they consider that the processing of personal data by JWP Group violates the provisions of law.

IX Regulations on the Provision of Services

As required by law, detailed terms and conditions for the provision of remote services are set out in **The Regulations on the Provision of Services**.

X Copyrights

The Website content is protected by copyright. Its content may not be used in any fields of use otherwise than upon JWP's written consent stipulating that only non-commercial use for personal purposes is allowed.

The logo of any entity belonging to JWP Group placed on the Website is a registered trademark subject to protection.

The content in the form of works disseminated in the blog, social media and the newsletter is also protected by the copyright held by JWP Group.

XI Final Provisions

The content in the materials posted on the Website, in social media and in the newsletter is designed for informational purposes only and cannot be treated as advice, consultation or recommendation.

JWP Group reserves the right to make changes to this information at any time and to any extent, without prior notice.

Commercial information on provided services is informative in character and constitutes an invitation to negotiate; it is not a commercial offer within the meaning of Article 66(1) of the Civil Code.

The rules set out in the Cookie Policy are governed by Polish law.

The Privacy and Cookie Policy may be updated, in particular when amendments are made to relevant regulations or guidelines issued by competent authorities.

Terms of service

Pursuant to Article 8(1)(1) of the Act of 18 July 2002 on the provision of electronic services (consolidated text: Journal of Laws of 2020, item 123), the following entities:

JWP Rzecznicy Patentowi Dorota Rzażewska sp.k. (address: ul. Żelazna 28/30, 00-833 Warsaw), registered by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number 0000717985, Tax Identification Number (NIP) 526 011 18 68, Statistical Identification Number (REGON) 010532597; acting on the basis of the Code of Professional Ethics of Patent Attorneys in the form consolidated by Resolution No. 7 of the 7th Extraordinary National Convention of Patent Attorneys of 12 January 2011, available at www.rzecznikpatentowy.org.pl;

Dorota Rzażewska conducting business activity under the name of JWP Kancelaria Prawna Dorota Rzażewska (address: ul. Żelazna 28/30, 00-833 Warsaw), Tax Identification Number (NIP) 521 127 64 11, Statistical Identification Number (REGON) 012877745 (an attorney-at-law in the Warsaw Bar Association listed under number WA-3467 and acting on the basis of the Code of Ethics of Attorney-at-Laws constituting an Annex to Resolution No. 3/2014 of the Extraordinary National Convention of Attorneys-at-Law of 22 November 2014, available at www.kirp.pl in the part concerning the ethics and professional practice of attorneys-at-law, and a patent attorney acting on the basis of the Code of Professional Ethics of Patent Attorneys in the form consolidated by Resolution No. 7 of the 7th Extraordinary National Convention of Patent Attorneys of 12 January 2011, available at www.rzecznikpatentowy.org.pl in the part containing legal acts);

and

Masz pomysł Masz patent. Masz zysk JWP Foundation (address: ul. Żelazna 28/30, 00-833 Warsaw) registered in the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number 0000379117, Tax Identification Number (NIP): PL 701 028 28 77, Statistical Identification Number (REGON) 142823770,

hereinafter jointly referred to as the “Service Providers or JWP Group”, wherein these terms are understood to denote all the entities jointly or individually, or in any configuration of the two of them, set forth these Regulations on Electronically Supplied Services (hereinafter referred to as the “Regulations”).

I General provisions

1. The Regulations are available free of charge at:
2. <https://www.jwp.pl/> – website of Patent & Trademark Attorneys,
3. <https://www.jwp-poland.pl/> – website of Patent & Trademark Attorneys in English,
4. <https://www.jwp-legal.pl/> – website of Attorneys-at-Laws,
5. <https://www.jwp-fundacja.pl/> – Foundation’s Website

in the part containing the regulations on the provision of services in the form enabling their retrieval, reproduction, recording and printing.

2. The terms used in the Regulations have the following meaning:

- **Organizer** – JWP Group;
- **JWP Online** – a website made available on the web server at www.online.jwp.pl, constituting a collection of static and dynamic documents comprising graphic files, scripts and other elements of the collection connected by mutual relations, intended, among others, for sharing data as well as sending information and files by the User to the Service Providers;
- **Newsletter Service** – a service consisting in sending by the Service Provider to the email address provided by the Client messages containing information on intellectual property and activities carried out by the entities forming JWP Group;
- **Online Consultation Service** – a legal advisory service provided by the Service Providers to the User electronically in the form of video calls or telephone conversations.
- **Participant** – a natural person meeting participation criteria, registered for the Webinar;
- **User** – a natural person with capacity to perform acts in law using JWP Online, Newsletter Service, Online Consultation or Webinar Service, or a legal person or an organizational unit not being a legal person, granted legal capacity by operation of law, on behalf of which the natural person acts.
- **Webinar Service** – a service consisting in organizing remote trainings, workshops or other presentations using web tools enabling the organization of Webinars.

3. In connection with access to JWP Online, use of Online Consultation Service or participation in Webinars, Users and Participants may not submit any information and content that is unlawful, offensive, contrary to good practice, false or misleading, as well as content containing viruses or that which may interfere with or damage computer systems.
4. JWP Group does not guarantee continuous operation and availability of individual JWP Online functions, Online Consultation Service or the possibility to enrol for and participate in Webinars. Restricted availability or disrupted

operation of JWP Online, Online Consultation Service or Webinar Service may be caused by, among other things, force majeure or necessary maintenance work.

5. JWP Group reserves the right to close JWP Online and discontinue the Newsletter Service, Online Consultation Service or Webinar Service at any time. The User is not entitled to any claim on account JWP Group exercising such right.
6. The User should immediately inform the Service Providers about any type of security breaches by sending email to dane@jwp.pl.

II Using JWP Online

1. The use of JWP Online is free of charge.
2. JWP Online is a website where, after logging in, the User gains access to data, documents and information about cases handled by the Service Providers on the User's behalf. JWP Online is not an official set of data and cannot be treated as its substitute, thus the information and documents contained therein are not legally binding.
3. The Users can use JWP Online 24/7.
4. The User account is set up by the Service Providers in consultation with the User. In order to set up an account, the User provides the Service Providers with an email address to which correspondence related to JWP Online, in particular a message with a login and first password, is sent.
5. The User can change the login password themselves.
6. Each logging in to JWP Online requires using the login and password.
7. The User may, at any time and without the need to give a reason, request his account to be deleted by sending a message containing the request to the following email address: dane@jwp.pl. The request to delete the account is free of charge.
8. At any time, and in particular:
 - when the User breaches the Regulations or the provisions of law,
 - where the Service Providers have reasonable grounds to believe that this is necessary to protect the security of the Service Providers, Users or third parties,
 - for the purposes of ongoing proceedings,

the Service Providers have the right to temporarily or permanently restrict access to or permanently deprive the User of the possibility to use JWP Online.

9. The User has no right to pursue any claim on account the Service Providers exercising the rights specified in the paragraph above.

III Using the Newsletter Service

1. The Newsletter Service is free of charge.
2. The Newsletter Service may be used by any User who provides their email address, name and consent to the use of their personal data by the Service Providers for the purposes of sending a Newsletter and consent to receive

commercial information, which may include a newsletter, and who reads the information about personal data processing.

3. The Service Providers make decisions about the content and frequency of messages sent as part of the Newsletter Service.
4. The User may, at any time, without additional fees and without the need to give a reason, resign from the Newsletter Service by using the link included at the end of each message sent by the Service Providers as part of the Newsletter Service, should such link be included, or by sending a message containing a relevant request to the following email address: dane@jwp.pl.
5. At any time, and in particular:
 - when the User breaches the Regulations or the provisions of law,
 - where the Service Providers have reasonable grounds to believe that this is necessary to protect the security of the Service Providers, Users or third parties,
 - for the purposes of ongoing proceedings,

the Service Providers have the right to temporarily suspend or discontinue the provision of the Newsletter Service.

6. The User has no right to pursue any claim on account the Service Providers exercising the rights specified in the paragraph above.

IV Using the Online Consultations Service

1. The Online Consultation Service is free of charge. The User is entitled to 30 minutes of online consultation.
2. Following a free online consultation, it is possible to continue using paid services provided by JWP Group, also by non-electronic means, as indicated by the Client, based on the offer presented to them by JWP Group.
3. The use of Online Consultation Service requires the User to reserve a consultation by sending a completed consultation reservation form, available at: jwp.pl/konsultacje-on-line and express their consent to the use of their personal data by the Service Providers for the purposes of the provision of the Online Consultation Service, as well as to read the information about personal data processing.
4. In the consultation reservation form, the User should choose a preferred date, form of consultations (video call, telephone call) and topic of a consultation.
5. The consultation reservation form should also include the following information:
 - User's full name,
 - When the User conducts business activity as a natural person – the User's company name, when the User acts on behalf of a legal person or an organizational unit not being a legal person, granted legal capacity by operation of law – the name of the entity on behalf of which the User acts,
 - User's email address,
 - For contact purposes – the User's phone number.

The provision of the above data is voluntary, but necessary for the performance of the Online Consultation Service.

6. The consultation reservation is confirmed by means of relevant information sent to the User's email address as provided in the consultation reservation form. The confirmation includes information on how the consultation is to take place, in particular a link to a video conference room is sent.
7. Each User has the right to only one free trial consultation. Should it be found out that the User has already used a free trial consultation, the Service Providers reserve the right to cancel the consultation reservation or charge a consultation fee in the amount specified in the offer presented to the User by JWP Group.
8. The Service Providers are not liable for non-performance or improper performance of the service when this is caused by force majeure or results from the provision of false, inaccurate or incomplete information by the User. The Service Providers are not be liable for the effects of services if their performance has been followed by amendments to the provisions of law or changes in the construction of provisions by the courts and authorities applying them.
9. The User may, at any time, without the need to give a reason, resign from the Online Consultation Service by using the link for cancelling the consultation, which is included in the message sent to the User.
10. At any time, and in particular:
 - when the User breaches the Regulations or the provisions of law,
 - where the Service Providers have reasonable grounds to believe that this is necessary to protect the security of the Service Providers, Users or third parties,
 - for the purposes of ongoing proceedings,

the Service Providers have the right to temporarily or permanently restrict access to or permanently deprive the User of the possibility to use the Consultation Online Service.

11. The User has no right to pursue any claim on account the Service Providers exercising the rights specified in the paragraph above.

V Webinar Service

1. The service can be used by any person meeting Webinar participation criteria.
2. The Webinar participation criteria are set out in the Regulations or the Terms and Conditions for participation in the Webinar. A Participant who registers for the Webinar and fails to meet participation conditions may be removed from a list of Participants by the Organizer.
3. In order to enrol in the Webinar, the Participant should register and accept the Regulations or the Webinar Terms and Conditions. Registration is possible through the following website: <https://www.jwp-fundacja.pl>. The registration form should include:
 - User's full name,

- When the User conducts business activity as a natural person – the User's company name, when the User acts on behalf of a legal person or an organizational unit not being a legal person, granted legal capacity by operation of law – the name of the entity on behalf of which the User acts, and in the case of Webinars designed for students – the name of a relevant university,
- Status – businessmen, researcher or student,
- Email address.

The provision of the above data is voluntary, but necessary for the performance of the Service.

4. Upon registration, the Participant receives data with registration confirmation and a link for logging in to the Webinar at the email address provided.
5. The Participant registered for the Webinar, at any time, without additional fees and without the need to give a reason, may resign from the Service.
6. At any time, and in particular:
 - when the User breaches the Regulations or the provisions of law,
 - where the Service Providers have reasonable grounds to believe that this is necessary to protect the security of the Service Providers, Users or third parties,
 - for the purposes of ongoing proceedings.
7. The Service Providers have the right to temporarily or permanently restrict access to or permanently deprive the User of the possibility to use the Webinar Service.
8. The User has no right to pursue any claim on account the Service Providers exercising the rights specified in the paragraph above.

VI Technical Conditions

1. To use JWP Online, Newsletter Service, Online Consultation Service or Webinar Service, the following technical conditions must be met: the User must have a computer or mobile device with one of the following updated web browsers: Chrome, Firefox, Safari, Microsoft Edge, and with Internet access. When the Consultation Online Service in the form of a phone call is used, the User needs to have a telephone number.
2. Should the User use hardware and software that do not meet the technical requirements described in the Regulations, the Service Provider shall not be responsible for the quality of the Services provided or failure to perform the Services.
3. In order to ensure that the provision of Services and the transmission of data are secure, the Service Provider takes any measures, in particular technical measures, adequate to the threat.

VII Inquiries, comments and complaints

1. The Users have the right to submit inquiries, comments and complaints in connection with the provision of Services.

2. Inquiries, comments and complaints should be sent to dane@jwp.pl (with “complaint” in the subject line).
3. Inquiries, comments and complaints are considered as soon as possible in electronic form, but not later than within 30 working days from the date of notification.
4. The complaint should include at least:
 - the data allowing to identify the User, i.e. the User’s full name, email address;
 - the object of complaint and the circumstances underlying the complaint, together with the date of their occurrence;
 - User’s expectations.

VIII Principles of personal data processing in connection with granting access to JWP Online, performing the Newsletter Service, performing the Online Consultation Service, and performing the Webinar Service

1. The principles for the processing of personal data in connection with granting access to JWP Online, performing the Newsletter Service, performing the Online Consultation Service and performing the Webinar Service are set out in the Privacy Policy document available at jwp.pl in the section containing the Privacy Policy provisions.

IX Final provisions

1. The User bears the costs resulting from the use of telecommunications services, including electronic means of communication, necessary to use the Services, as charged by the operator providing telecommunications services to the User.
2. JWP Online and messages sent to the User as part of the Newsletter Service, as well as the content sent to the User as part of the Online Consultation Service and the Webinar Service contain content protected by copyright and industrial property law as well as intangible assets protected by intellectual property law. None of this content, in particular text, photos, programs, graphics, trademarks, icons, logos, etc. displayed on the website may be reproduced or distributed in any form and in any way without prior permission. The User undertakes to use the content posted as part of JWP Online and received as part of Newsletter Service, Online Consultation Service or Webinar Service only within the scope of permitted personal use.
3. The Service Provider informs the User about any changes to the Regulations immediately by email sent to the email address specified by the User of JWP Online, Newsletter Service or Online Consultation Service.
4. The Regulations may be amended, among others, in the event of:
 - amendments to applicable law affecting the content of the Regulations;
 - changes related to the scope of the services provided;
 - changes related to the type of the services provided;
 - changes in technical requirements;
 - changes related to the extending of the functionality of JWP Online, Newsletter Service, Online Consultation Service or Webinar Service.

