

TERMS AND CONDITIONS OF THE "GOOD FACTORY" WEBSITE

§ 1. DEFINITIONS

Terms used in these Regulations mean:

1. **Organizer** - the "Good Factory" Foundation (hereinafter also the Foundation and the Administrator) based in Warsaw at Pomiechowska 47/14 street, 04-694 Warsaw, entered into the register of associations, other social and professional organizations, foundations and independent public health care institutions, also entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000519542, assigned to NIP: 9522131059, REGON: 147361669; mailing address: ul. Klarysewska 52c, 02-936 Warsaw, email address: kontakt@dobrafabryka.pl.
2. **Regulations** - this document along with all attachments to it constituting its integral part, defining the rules of using the website www.dobrafabryka.pl and participation in individual Programs:
I Program - "High Five us";
II Program - "Life Investment";
III Program - "Teams of Angels".
3. **Program** - an initiative of the Foundation serving the implementation of its Statutory Objectives, in particular by supporting a group of people or an institution in need of assistance, as defined in a given Program. It can be run independently or consist of several Projects.
4. **Project** - an activity implemented as part of a given Project, aimed at defining the method of assistance in a given Project in order to optimize the outcome of the Project carried out by the Foundation.
5. **Program Participants** - adults who take part in the Program and meet the conditions set out in these Regulations, as well as authorized representative of legal persons/organizational entity without legal personality, to whom the act grants legal capacity, and sole proprietors who take part in the Program and meet the conditions stipulated in these Regulations.
6. **User** - any guest who uses the Website in any way.
7. **Website** - a website located at the following address: www.dobrafabryka.pl.
8. **Services** - a service provided electronically, the subject of which is:
 - a) providing the User with information about the Foundation's activities,
 - b) obtaining help by the User as part of the Foundation's programs and projects,
 - c) transfer of donations by the User to support the statutory activities of the Foundation.
9. **Statutory Objectives** - goals included in the Organizer's statute, also posted on the Organizer's website.
10. **"Urgent Help"** - a program organized and managed by the Foundation, aimed at enabling Participants to provide financial support for the implementation of the Foundation's Statute objectives, described in the "I want to help" - "Urgent Help" tab on the Foundation's website and in the display window after pressing the bell icon in the lower left corner of the screen on the Foundation's website.
11. **Donation** - the payment of any amount of cash by the User to one of the Programs run by the Foundation or to the Foundation constitutes a donation within the meaning of the Act of April 23, 1964 - Civil Code.
12. **Bank Account** - The Foundation's bank accounts maintained at the 'Santander Bank Polska SA', to which transfers should be made in order to make a donation to implement the Foundation's Statutory Objectives in accordance with the rules provided for in these Regulations.

13. **PayPal or PayU** - payment systems that allow sending and receiving payments via the Internet.

§ 2. GENERAL INFORMATION

1. The Administrator shall not be liable for any disruptions in the use of the Website, including interruptions in the functioning of the Website, caused by force majeure, unauthorized activity of a person or third parties or incompatibility of the website with the technical infrastructure of persons using or attempting to use the website.
2. The administrator is not responsible for blocking the transmission of emails (or deleting emails) by the administrators of email servers or by software installed on the computer of the person using the website, including by anti-spam filters.
3. The Organiser of the Programs reserves the right to move funds obtained from the Participants' donations to other needs, in the event such a need arises, in accordance with the Organiser's Statutory objectives placed in the Service.
4. Using the Website means acceptance of Regulations.

§ 3. PERSONAL DATA

1. The administrator of Users' personal data is the "Good Factory" Foundation (hereinafter referred to as the Foundation) with its registered office in Warsaw at ul. Pomiechowska 47/14 street, 04-694 Warsaw, KRS number: 0000519542.
2. The Foundation can be contacted by email at kontakt@dobrafabryka.pl or by phone on +48 533 365 505, as well as by contacting the Inspector of Personal Data Protection (iod@dobrafabryka.pl).
3. Each Participant has the right of access to their personal data, the ability to correct, rectify or request erasure thereof by the Administrator, as well as the right to data portability, the right to limit its processing, object to its processing, and - if the processing of personal data occurs in a manner that is against data protection regulations - the right to lodge a complaint with the President of the Office for Personal Data Protection.
4. Detailed information regarding the processing of personal data are included in the Privacy policy and the use of cookies, which aims to inform Users visiting the Foundation's website about the principles of collecting and using information about them when using the site located at www.dobrafabryka.pl, as well as when placing orders for a service provided electronically, the subject of which is the delivery of newsletters.
5. In order to enable online payments, the website is redirected to www.payu.pl, the administrator of which is the PayU SA company with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 182, entered into the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number: 0000274399, with the tax identification number NIP: 7792308495, or to www.paypal.pl, whose administrator is PayPal (Europe) S.à.r.l et Cie, S.C.A., 22-24 Boulevard Royal L-2449, Luxembourg.

§ 4. INFORMATION ABOUT THE "HIGH FIVE!" PROGRAM

1. The program is aimed at financial support for the Statutory Objectives of the Organizer and its activities, in particular the Organizer's projects.
2. Program Participants may only be adults who have general legal capacity.
3. Program Participants are people who:
 - a) pay an amount of at least 5,00 PLN (in words: five zlotys) per week for a minimum of one year - a permanent order for a total minimum amount of 20,00 PLN (in words: twenty zlotys) per month - it may be a payment in the form of a permanent transfer

- order to the Organizer's Account or regular payment by the Organizer's website to the Organizer's Account or by the PayU or PayPal payment system, and
- b) support one of selected projects run by the Organizer by paying any amount in each month for at least one year - this may be a payment in the form of a permanent transfer order to the Organizer's Account or regular payment by the Organizer's website into the Organizer's account or through the PayU payment system or PayPal (the Organizer's Projects can be viewed at www.dobrafabryka.pl).
4. As a thank you, the organizer will select from among the Program Participants at least one person who will travel to at least one of the places in Africa where the Organizer provides assistance. The name and picture of the person will be published on the website, as well as on the Organizer's Facebook page. In addition, the Organizer's employee will contact the selected Program Participant via the email address provided in the form.
 5. The Organizer will also inform the above mentioned person about the documents required to travel to Africa (including a police clearance certificate and a completed personal form), as well as provide all information regarding the trip, in particular required vaccinations, visas and insurance.
 6. The date of departure will be agreed upon with the Program Participant, referred to in § 4 article 5 of the Terms and Conditions. The organizer reserves the right to set a final date of departure based on the situation in the destination during the planned period of travel. The Organizer agrees to undertake all measures necessary to ensure safety and comfort during the trip, however the Organizer is not responsible for the Program Participant.
 7. In the event that the chosen Program Participant referred to in § 4.4 of the Regulations is not able to undertake the trip, he or she is obliged to inform the Organizer of this within 7 (seven) days of receiving the information from the Organizer. Should this be the case, the Organizer will select another person from among the Program Participants.
 8. The cost of travelling to Africa (costs of round trip from Warsaw to the destination and costs of stay on the spot - accommodation, meals, transport) will be covered by the Organizer. Other costs (costs of required vaccinations, visas and insurance) are covered by the Permanent Donor, referred to in § 4 article 5 of the Terms and Conditions.
 9. The Organizer is not responsible for technical breaks or other disturbances in the functioning of banks, if due to them a permanent order will not be performed.

§ 5. INFORMATION ABOUT THE "LIFE INVESTMENT" PROGRAM

1. The program aims to provide financial support to the Feeding Center in Kaédi in Mauritania as well as the Ntamugenga Hospital in the Democratic Republic of the Congo.
2. The organizer of the Program makes available 5 types of Actions on its website with the following values: 10,00 PLN; 20,00 PLN; 50,00 PLN; 100,00 PLN; 200,00 PLN
3. The duration of the Investment Plan is 1 year.
4. For the purposes of this Program, the following expressions shall be used in the following terms:
 1. **"Life Investment"** - a program organized and managed by the Organizer, aimed at enabling Investors to provide financial support to a Feeding Centers (Center) in Kaédi in Mauritania as well as at the Ntamugenga Hospital in the Democratic Republic of the Congo, which is one of the Organizer's Statutory Objectives.
 2. **Investor** - a natural person with capacity to make juridical acts, as well as a legal person/organizational entity without legal personality, to whom the act grants legal capacity who participate in the "Life Investment" Program on the terms specified in the Regulations.
 3. **Share** - a document confirming the Investor's declaration regarding payment to the Organizer's Bank Account as a donation of a specified amount indicated on the Shares.

4. **Investment Plan** - an annual commitment of the Investor to make monthly payments to the Organizer's Bank Account under the "Life Investment", in the amount specified on the reserved Share, or one payment in the amount equal to twelve times the amount indicated on the reserved Share.
5. **Certificate** - a document confirming participation in the "Life Investment" Program, issued once after booking the whole payment or payment for the first month, depending on the payment option chosen as part of the Investment Plan, sent by post or via email.
5. Taking part in the "Life Investment" Program requires filling out the form and making the first payment via the website.
6. The Share purchased by the Investor is valid for one year from the date of filling out the application form.
7. The Investor receives a Certificate confirming his or her participation in the Program. Depending on the chosen method of delivery, the Certificate is sent to the addresses indicated in the application form:
 - a) by registered mail (via Poczta Polska) at the expense of the Organizer, as soon as possible after the payment has been booked (in the case of non-delivery and return, re-sending the Certificate is possible at the Investor's expense after prior contact with the Organizer);
 - b) via email within 7 (seven) days of recording the payment.
8. Each Investor who has a Facebook account will receive an invitation from the Organizer to a closed group in which information about the "Life Investment" Program will be posted.
9. An investor who will not perform any of the obligations set out in § 5 article 6 of the Regulations, will be removed from the list of Investors.

§ 6. INFORMATION ABOUT THE "TEAM OF ANGELS" PROGRAM

1. The program is aimed at financial support for the Foundation's Statutory Objectives, including in particular the activities of the hospital staff in Congo and Hospice in Rwanda for their patients. The participant chooses one of the Angels whom he wants to support financially, and thus joins his or her team.
2. The program is aimed at people who wish to support it financially either by making regular monthly payments to the Organizer's Bank Account, either via traditional money transfer, PayPal or PayU.
3. For the purposes of this Program, the following terms have the following definitions:
 1. **"Teams of Angels"** - a program organized and managed by the Organizer, hereinafter referred to as the Program, to enable Participants to financially support the activities of employees cooperating with the Organizer, in particular employees from the Hospital in Congo and Hospice in Rwanda, for their patients, which is one of the Organizer's Statutory Objectives.
 2. **Angels** - employees cooperating with the Organizer, in particular from the Hospital in the Democratic Republic of the Congo and the Hospice in Rwanda, whose work is supported by Program Participants.
 3. **Teams** - groups of Participants who support the work of the same Angel.
 4. **Hospital in Congo** - hospital in Ntamugenga run by Polish sisters from the Congregation of the Sisters from the Angels.
 5. **Hospice in Rwanda** - a hospice in Kabuga run by Polish sisters from the Congregation of the Sisters of the Angels.
4. Program participants may only be adults who have the capacity to make juridical acts.
5. Program Participants are all persons who completed the form and made the first payment via the Foundation's website and:

- a) make regular monthly payments to the Organizer's bank account via a traditional transfer with the note "Team Angels" and the name of their Angel, or via the PayU or PayPal payment system (standing order, card) or
 - b) make regular monthly payments via PayPal or PayU systems available on the Organizer's website or
 - c) establish a permanent transfer order to the Organizer's Bank Account.
6. The Organizer is not responsible for technical breaks or other disruptions in the functioning of the Participants' banks or PayPal or PayU systems, if due to such breaks or disturbances a transfer or standing order is not completed.
 7. Taking part in the Program means accepting these Regulations.

§ 7. INFORMATION ABOUT THE INITIATIVE "URGENT HELP"

1. The "Urgent Help" initiative is aimed at providing the Foundation with financial support for the implementation of its Statutory Objectives. The Foundation's activity is focused primarily on African countries and is carried out in particular in the Democratic Republic of the Congo, Rwanda, Togo, Burkina Faso and Senegal.
2. The description of the "Urgent Help" program can be found in the "I want to help" tab - "Urgent Help" on the website and in the pop-up displayed when pressing the bell icon in the lower left corner of the screen on the website.
3. The "Urgent Help" campaign is addressed to people who want to support the Foundation's activities financially and for this purpose will transfer donations to one of the Foundation's Bank Accounts or through PayPal or PayU systems.
4. The payment of cash in the manner specified in article 2 is a donation within the meaning of the Act of 23 April 1964 - Civil Code (Journal of Laws 2018, item 1025).
5. The Organizer is not responsible for technical breaks or other disturbances in the functioning of the Participants' banks or PayPal or PayU systems, if due to them a transfer or standing order is not completed.
6. Taking part in the Program means accepting these Regulations.

§ 8. FACEBOOK FUNDRAISERS

1. The Program Participant is able to create a Facebook fundraiser for the Foundation on Facebook in order to provide financial support and help in achieving the Statutory Objectives.
2. After creating the fundraiser on the social networking site, the User Data Administrator is Facebook Inc.
3. Detailed information on how personal data are processed by Facebook Inc. can be found in its Privacy Policy available at <https://www.facebook.com/privacy/explanation>.
4. The regulations for creating fundraisers and information about transfers, donations and encouraging friends to make such donations through Facebook are available at https://www.facebook.com/help/1409509059114623/?helpref=hc_fnav.

§ 9. BANK ACCOUNTS OF THE FOUNDATION

1. The Foundation has the following Bank Accounts:
 - a) a deposit account in PLN currency: 45 1090 1883 0000 0001 2390 7365;
 - b) a deposit account in EUR currency: 84 1090 1883 0000 0001 2398 7852;
 - c) a deposit account in USD currency: 46 1090 1883 0000 0001 2398 7857;
 - d) a deposit account in GBP currency: 96 1090 1883 0000 0001 2407 2220;SWIFT code: WBKPPLPP (information for people paying from abroad). For transfers from abroad, enter the account number in the IBAN format (i.e. with the "PL" note at the front), e.g. PL 45 1090 1883 0000 0001 2390 7365.

§ 10. PROGRAMS FORMS

1. By completing the form, the User declares that the provided data is true and consents to the processing of personal data contained in the form by the Administrator in accordance with applicable regulations, and declares that he or she has been informed about the rights related to the processing of his or her data, the details of which were described in this document.
2. Each Participant has the right of access to their personal data, the ability to correct, rectify or request erasure thereof by the Administrator, as well as the right to data portability, the right to limit its processing, object to its processing, and - if the processing of personal data occurs in a manner that is against data protection regulations - the right to lodge a complaint with the President of the Office for Personal Data Protection.

§ 11. TRANSFER OF DONATIONS

1. Participants make donations in order to provide the Foundation with financial support for the implementation of its Statutory Objectives.
2. Donations can be made via the Foundation's website.
3. The transfer of donations via the Internet to the statutory activities of the Foundation is also possible in the form of a traditional transfer or permanent order.
4. The "Good Factory" Foundation has the status of a public benefit organization. Therefore, the donation to the statutory purposes of the Foundation makes it possible to include this fact when accounting for tax in a given tax year.
5. Details of online payment execution are set out in the regulations available at www.payu.pl and www.paypal.com.pl, with which the User shall be acquainted before the payment begins.

§ 12. REGULAR PAYMENT

1. The Website User may decide to regularly support the Foundation's activities (hereinafter referred to as the Subscription).
2. By deciding to subscribe and choosing to support a specific program described in these Terms and Condition, the User agrees to allow the Payment Operator (PayU SA) to periodically withdraw, either monthly or weekly, the amount of money declared in the form from the User's payment card.
3. As part of the Subscription, the User has the option of storing card data and direct debit orders. The card data will be stored by the Payment Operator (PayU SA). PayU, acting as an intermediary in making the payment, provides the Token tool (virtual card identifiers), which enables assigning a unique identifier to the individual Customer by means of which the Customer makes payments to the company periodically.
4. After selecting the Subscription option, the Website User provides the required data (monthly payment amount, name, surname, number, expiration date and card type).
5. The User may at any time opt out of making payments via email contact at kontakt@dobrafabryka.pl.
6. Details of online payment execution are set out in the regulations available at www.payu.pl, which the User can become acquainted with before the payment begins.
7. In order to enable online payments, the website is redirected to www.payu.pl, the administrator of which is the PayU SA with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 182, entered into the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number: 0000274399, with the tax identification number NIP: 7792308495.

§ 13. NEWSLETTER

1. The Newsletter of the "Good Factory" Foundation is run jointly with the "Kasisi" Foundation. Newsletter is a free service consisting of sending electronically to subscribers Users of information on the current activities of the Foundation. The Newsletter is sent in the form of an email to the email address provided by the User.
2. In order to subscribe to the newsletter, the User must complete the form available on the Website and consent to the processing of personal data for marketing purposes. The User should then confirm the subscription by clicking on the link sent to the email address.
3. The user may unsubscribe from receiving the newsletter at any time by clicking on the "unsubscribe" link in the email message in which the newsletter was sent. The User's data will be automatically removed from the list of subscribers to the newsletter.
4. In order to opt out of receiving the newsletter, the User may also contact the Administrator or the Inspector of Personal Data Protection.
5. Detailed information on the processing of User personal data is available in the "Policy and privacy" tab.

§ 14. COPYRIGHT

1. The content of the Website is the property of the Administrator. All personal and property copyrights to any elements of the Website (including text, graphics, page layout) are reserved. The website and all its elements are protected by law, in particular the Act of 4 February 1994 on Copyright and Related Rights and the Act of April 16, 1993 on Combating Unfair Competition.
2. The rights to all materials posted on the Website are reserved to the Administrator or authorized entities (e.g. customers, business partners, etc.).
3. No part of the Website may be copied or distributed in any form or by any means, without the consent of the Administrator, including photocopying, printing, recording on floppy disks, CD/DVD discs or other means used to store data. Possible exceptions from the above rule are provided in the Regulations.
4. Downloading and copying content posted on the Website is allowed only for private, non-commercial use.
5. No part of the Website may be copied in whole or in part, transmitted electronically or otherwise, modified, linked or used for commercial purposes without the prior written consent of the Administrator.

§15. RESPONSIBILITY FOR THE CONTENT

1. The Administrator makes every effort to ensure that the information on the Website is correct and updated on a current basis.
2. Due to technical limitations, the Administrator does not guarantee the correctness, current and permanent accessibility of the Website.
3. The Administrator is responsible only for the content posted on the Website.
4. Binding information, recommendations or advice is provided by the Administrator via individual communication, i.e. to the email address indicated by the User.
5. The Administrator reserves the right to change the content posted on the Website, its supplementation, modification or even complete deletion of the provided information.
6. The Website may contain links to the Internet addresses of other entities. The administrator is not responsible for the content placed under these addresses.

§ 16. TECHNICAL CONDITIONS

1. Using the Organizer's website requires:
 - a) Google Chrome browser, Opera, Mozilla Firefox 3.0 or other with similar properties;

- b) email address if a User wishes to participate in the Program;
- c) minimum screen resolution of 1024x768 pixels;
- d) enabled "cookies".

§ 17. FINAL PROVISIONS

1. Using the Website means acceptance the provisions of these Regulations and the obligation to comply with them.
2. The Administrator has the right to make changes to these Regulations, which may result in particular from changing the applicable law. Amendments to the Regulations are made by posting new content on the Website. Each User will be informed of the change in the Regulations by placing on the Organizer's Website main page information about abovementioned change and maintaining it on the page for 14 days from the change of Regulations and sending an email to Users who have completed the form and donated.
3. The Administrator shall not be liable for external, technically inaccurate operation of the Website and for interruptions in the accessibility of the Website.
4. In no event shall the Administrator be liable for any direct or indirect damage resulting from the use of the Website. The use of the Website is free.
5. Users who have any questions about the privacy policy applied by the Administrator on the Website may contact the Website Administrator by writing to kontakt@dobrafabryka.pl.
6. In matters not regulated herein, shall apply the provisions of the Act of 23 April 1964 - Civil Code (Journal of Laws of 2018 item 1025), provisions of the Act of May 10, 2018 on the protection of personal data (Journal of Laws of 2018 item 1000) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general data protection regulation).
7. These Regulations shall enter into force on 24/03/2019.