Newsletter Terms www.annalipiak.com
Effective date: October 20, 2026

1. Introduction

1.1. These Terms set out the rules for using the newsletter and for providing materials through the newsletter.

1.2. The newsletter is run by:

Anna Lipiak, conducting business under the name **Anna Lipiak – Pianist**, Pod Kasztanem 84B, 43-344 Bielsko-Biała, Poland, Tax ID (NIP): 6152016671, REGON 524600674

1.3. The Service Provider can be contacted via:

1.3.1. email: **info@annalipiak.com**

1.4. These Terms are made available free of charge on the website **www.annalipiak.com** in a way that allows them to be obtained, reproduced and recorded.

2. Definitions

The terms used in these Terms mean:

2.1. **Newsletter –** a service provided by electronic means consisting of the Service Provider sending email messages containing informational, marketing or commercial content.

2.2. **Service Provider** – Anna Lipiak, conducting business under the name Anna Lipiak – Pianist, Pod Kasztanem 84B, 43-344 Bielsko-Biała, Poland, Tax ID (NIP): 6152016671, REGON 524600674

2.3. **User** – a natural person, legal person or organizational unit using the newsletter service**.**

2.4. **Digital products –** digital content or digital services offered by the Service Provider, in particular e-books, online courses, training, electronic materials, downloadable files, webinars or other content supplied in digital form.

2.5. **Digital environment –** the computer hardware, software and network connection used by the User to access the newsletter or digital products.

2.6. **Terms** – these Newsletter Terms.

2.7. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016.

2.8. **Contract** – the contract for the provision of the newsletter service concluded electronically between the User and the Service Provider.

3. General provisions

3.1. The newsletter is a service provided by electronic means within the meaning of the Polish Act of July 18, 2002 on the Provision of Electronic Services.

3.2. The newsletter service consists of the Service Provider sending messages to the email address provided by the User, containing in particular commercial information, marketing content, information about digital products, services, promotions and offers, educational materials, and content related to the Service Provider's activities.

3.3. The Newsletter is provided in Polish or in English, depending on the sign-up form chosen by the User.

3.4. The Newsletter is intended for persons aged 16 or over. Persons under 16 may subscribe to the Newsletter only with the consent of a parent or legal guardian.

3.5. These Terms are made available free of charge before the contract for the newsletter service is concluded, in a way that allows them to be obtained, reproduced and recorded.

3.6. The User must use the newsletter service in accordance with the law, these Terms, good practice and the principles of social coexistence.

4. Technical requirements and rules for using the newsletter

4.1. Using the Newsletter service requires a device with Internet access, an active email account, an up-to-date web browser or email program, and cookies and JavaScript enabled where necessary for the sign-up form to work properly.

4.2. You can sign up for the Newsletter: 1) using a sign-up form on the website www.annalipiak.com or on a page operated for the Service Provider (Polish or English form); 2) via Instagram – after the User leaves a comment or sends a message with the keyword indicated in a post, an automated message (sent using ManyChat) delivers a link to the sign-up form.

4.3. The contract for the provision of the Newsletter service is concluded when the User provides an email address in the sign-up form, accepts these Terms and confirms the subscription by clicking the activation link sent to the User's email address (double opt-in).

4.4. Providing data is voluntary but necessary to provide the Newsletter service.

4.5. The User must provide true and up-to-date data.

4.6. The Service Provider may measure User activity related to the Newsletter, in particular email open rates, link clicks, activity related to purchasing products or services, and interest in particular topics or offers.

4.7. Data on User activity may be used to optimize marketing communication, analyze the effectiveness of campaigns and improve the quality of the services provided by the Service Provider.

4.8. The User may unsubscribe from the Newsletter at any time without giving a reason and free of charge, in particular by clicking the unsubscribe link in the email or by contacting the Service Provider.

4.9. The Newsletter is free of charge, unless expressly stated otherwise before the Contract is concluded.

4.10. The Service Provider takes measures to ensure the security of the service but does not guarantee that the Newsletter will operate without interruption or errors, in particular for reasons beyond the Service Provider's control.

4.11. The User may not take actions that could disrupt the functioning of the Newsletter, compromise the security of ICT systems, lead to obtaining information to which the User is not entitled, or provide unlawful content or content infringing the rights of third parties.

4.12. The User receives the Newsletter until the subscription ends or the Service Provider stops sending the Newsletter. The Contract is concluded for an indefinite period.

4.13. If the User is not an active subscriber (i.e. has not opened messages for 6 months), the Service Provider reserves the right to stop sending the Newsletter and to remove the User from the subscriber list. The email address will remain in the system used to send the Newsletter until the limitation period for claims expires. The data are stored for as long as a supervisory authority may carry out an inspection.

5. Personal data and marketing communication

5.1. The controller of the personal data of Users of the Newsletter is the Service Provider.

5.2. By subscribing to the Newsletter, the User consents to the Service Provider processing their data, i.e. first name and email address, for the purpose of sending the Newsletter (commercial information) on the terms set out in these Terms and in the Privacy Policy.

5.3. The Newsletter is sent using MailerLite. The provider's privacy policy is available at https://www.mailerlite.com/pl/legal/privacy-policy.

5.4. Sign-ups via Instagram are handled using ManyChat.

5.5. Data may be transferred to a third country outside the European Economic Area in order to send the Newsletter.

5.6. The User's personal data may be processed for the following purposes: providing the Newsletter service; sending commercial and marketing information; communicating about the Service Provider's activities; promoting digital products, services, events or educational materials; analyzing the effectiveness of communication; establishing, pursuing or defending claims; complying with the Service Provider's legal obligations.

5.7. The legal basis for processing personal data is the User's consent, as well as the Service Provider's legitimate interest in securing and defending against claims after the Newsletter is discontinued or consent is withdrawn, and the Service Provider's legal obligations.

5.8. Recipients of personal data may include entities cooperating with the Service Provider, in particular but not exclusively providers of mailing systems, hosting, analytical and marketing tools, IT services, CRM systems, and legal or accounting services.

5.9. Personal data will be stored for the period of provision of the Newsletter service, until consent is withdrawn, for the period necessary to pursue the Service Provider's legitimate interests, and for the period required by law.

5.10. The User has the right to access their data, rectify it, erase it, restrict processing, data portability, object to processing, withdraw consent at any time without affecting the lawfulness of processing carried out before withdrawal, and lodge a complaint with a supervisory authority.

5.11. Detailed information on the processing of personal data and the use of cookies is provided in the Privacy Policy available on the Service Provider's website.

5.12. The Service Provider may use profiling for marketing purposes, in particular to tailor the content of the Newsletter to the User's interests, activity or preferences, to the extent permitted by applicable law. Profiling does not lead to decisions that produce legal effects concerning the User or similarly significantly affect the User.

5.13. The Service Provider may transfer the email address stored in the Newsletter system to the Meta platform in order to create an advertising audience on Meta's services. Meta has

implemented appropriate processes and procedures to ensure the confidentiality and security of the transferred email address. The User is informed of this at sign-up and may object at any time by contacting the Service Provider.

6. Digital content and materials provided through the Newsletter

6.1. Through the Newsletter, the Service Provider may make digital content or digital services available to Users free of charge, in particular e-books, checklists, templates, audio or video recordings, webinars, educational materials, downloadable files, and access to courses, events or other digital resources.

6.2. Digital content provided through the Newsletter consists of works protected by copyright or other intellectual property rights.

6.3. Unless expressly stated otherwise, the User receives a non-exclusive, non-transferable and non-assignable license to use the materials solely for personal use.

6.4. Without the Service Provider's prior consent, it is prohibited in particular to copy the materials for commercial purposes, share them with third parties, publish them on the Internet, resell them, modify them in a way that infringes the Service Provider's rights, or remove copyright or intellectual property notices.

6.5. The User is liable for using the materials contrary to these Terms or the law.

6.6. The Service Provider states that materials provided through the Newsletter are informational, educational or marketing in nature, do not constitute individual legal, tax, financial, medical or other professional advice, and do not guarantee any particular business, financial or professional results.

6.7. The Service Provider takes due care to ensure that the materials provided are up to date and lawful, but does not guarantee that they are fully up to date at all times.

6.8. If access to certain digital content is time-limited, the availability period is indicated each time in the information about the material or offer.

6.9. If the User breaches the provisions on copyright or the rules for using the materials, the Service Provider may block access to the materials, stop providing the Newsletter service to the User, and pursue claims provided for by law.

6.10. The User may obtain paid access to a material without subscribing to the Newsletter by ordering the Material from the Service Provider by email.

6.11. Orders should be sent to the email address given in these Terms. In reply, the Service Provider sends the terms of sale as an active link or as an attachment to the message, together with the information required under the GDPR and other legislation.

6.12. After the payment has been credited to the bank account, the Service Provider promptly sends access to the Material as an active link or in another way communicated in advance.

6.13. To conclude the contract and receive the material, the User must accept the relevant terms, which will be presented before the contract is concluded.

7. Complaints concerning the Newsletter

7.1. The Service Provider takes due care to ensure that the Newsletter service functions properly.

7.2. The User has the right to submit complaints about the functioning of the Newsletter, in particular regarding problems with signing up, malfunctioning of the sign-up form, non-delivery of messages, malfunctioning activation or unsubscribe links, and other irregularities in the provision of the electronic service.

7.3. If the Newsletter or a Material does not conform to the contract, a User who is a consumer may request that it be brought into conformity with the Contract. The Service Provider may refuse if bringing it into conformity in the manner chosen by the consumer is impossible or would require excessive costs. In assessing whether costs are excessive, the Service Provider takes into account all circumstances, in particular the significance of the lack of conformity and the value of the Newsletter or Material in conformity with the Contract.

7.4. Complaints may be submitted electronically to the email address given in these Terms or in writing to the address of the Service Provider's registered office.

7.5. The Service Provider recommends that the complaint contain data identifying the User, the email address concerned, a description of the issue and the User's request.

7.6. The Service Provider may ask the User to provide information necessary to consider the complaint.

7.7. Complaints are considered promptly, no later than 14 days from receipt.

7.8. The User will be informed of the outcome of the complaint in the same way the complaint was submitted or at the email address indicated by the User.

7.9. If the Service Provider accepts the complaint, it brings the Newsletter or Material into conformity with the Contract within a reasonable time and at its own cost.

7.10. The Service Provider is not liable for an incorrect email address provided by the User, blocking or filtering of messages by email providers, technical problems on the side of telecommunications or IT service providers, or the inability to use the Newsletter because the User does not meet the technical requirements.

7.11. These Terms do not exclude or limit the User's rights under mandatory provisions of law, in particular consumer protection law.

7.12. A consumer may use out-of-court complaint and redress procedures provided for by law, including contacting the competent municipal or district consumer ombudsman or the competent Provincial Inspectorate of Trade Inspection in Poland. A consumer whose habitual residence is in another EU Member State may also contact the European Consumer Centre in their country (ECC-Net).

7.13. If the User is an entrepreneur within the meaning of the Polish Civil Code, the Service Provider's liability under the statutory warranty is excluded pursuant to Article 558 § 1 of the Civil Code.

8. Unsubscribing and termination of the contract

8.1. The User may unsubscribe from the Newsletter at any time without giving a reason and without any costs.

8.2. The User may unsubscribe in particular by clicking the unsubscribe link in the email or by sending an email to the Service Provider.

8.3. Unsubscribing terminates the contract for the provision of the Newsletter service with immediate effect.

8.4. After the User unsubscribes, the Service Provider may continue to store the User's data to the extent necessary to demonstrate the consents given, defend against claims, comply with legal obligations, pursue or secure claims, and demonstrate the Service Provider's compliance with the law.

8.5. Unsubscribing does not affect the lawfulness of processing carried out before consent was withdrawn or the contract was terminated.

8.6. The Service Provider may terminate the contract for the provision of the Newsletter service with 7 days' notice for important reasons, in the event of discontinuation of the Newsletter, a change in the Service Provider's business model, technological changes preventing further provision of the service, or changes in the law affecting the provision of the service.

8.7. The Service Provider may block the use of the Newsletter or terminate the contract with immediate effect if the User breaches these Terms, takes actions threatening the security of IT systems, uses the Newsletter unlawfully, or provides unlawful content.

8.8. Termination of the contract by the Service Provider does not affect the User's rights under mandatory provisions of law.

User data may be deleted in accordance with these Terms and the Privacy Policy, taking into account the Service Provider's legal obligations.

9. Changes to the Terms

9.1. The Service Provider may change these Terms for important reasons, in the event of: changes in the law; rulings, decisions, recommendations or guidelines of competent authorities; changes in the way the Newsletter service is provided; the introduction of new functions or services; changes in technical or organizational solutions; the need to clarify these Terms; changes related to the security of the services; or the prevention of abuse or infringements of the law.

9.2. Changes to these Terms may not deprive Users of rights acquired before the changes took effect, unless the law provides otherwise.

9.3. The Service Provider will inform Users of changes by publishing the new version of the Terms on the website and by sending information to the User's email address.

9.4. Amended Terms take effect on the date specified by the Service Provider, no earlier than 14 days after Users are informed of the change.

9.5. A User who does not accept the changes may unsubscribe from the Newsletter before the changes take effect.

9.6. Changes to these Terms do not affect consumers' rights under mandatory provisions of law.

10. Final provisions

10.1. These Terms are made available free of charge on the Service Provider's website in a way that allows their content to be read, recorded and downloaded.

10.2. Matters not regulated by these Terms are governed by Polish law.

10.3. These Terms are not intended to exclude or limit consumer rights under mandatory provisions of law.

10.4. Any disputes related to the provision of the Newsletter service will be resolved by the competent common courts in accordance with the applicable law.

10.5. These Terms are also available in Polish (Regulamin newslettera). In the event of any discrepancy between the language versions, the version more favorable to the consumer applies.