

# PRIVACY POLICY AND LEGAL INFORMATION – FIXIT SA

Last updated: 18 September 2025

## A. LEGAL INFORMATION / TERMS OF USE

### 1. Scope and covered websites

These Terms of Use apply to the following FIXIT SA websites:

- [www.fixit.pl](http://www.fixit.pl)
- [www.fixit-service.com](http://www.fixit-service.com)
- <https://rma.fixit.pl>
- <https://rma.fixit-service.com>

### 2. Nature of information and no offer

The content published on the above websites is for information purposes only. No information—regardless of its form (graphic or text)—constitutes a declaration of intent under civil law or an offer within the meaning of Article 66 et seq. of the Polish Civil Code, and cannot by itself form a basis for liability of FIXIT SA, its customers, or cooperating entities. The same applies to any so-called 'tacit consent'. Binding statements of FIXIT SA arise solely from duly prepared and signed documents—either in writing or with a qualified electronic signature.

### 3. Copyrights and fields of exploitation

All materials published on the above websites (texts, graphics, photos, page layout, downloadable files) are works protected by copyright owned by FIXIT SA or other rightsholders. Any use other than permitted private use and ordinary browsing of the websites on the Internet requires the prior, explicit consent of FIXIT SA or the relevant rightsholder.

In particular, the following fields of exploitation are reserved:

- fixation and reproduction by any technique (including printing, reprography, digital);
- placing copies on the market, rental, lending;
- public display, performance, playback;

- broadcasting and rebroadcasting, including via telecommunications networks;
- making available in such a way that anyone can access the work at a place and time individually chosen (Internet/tele-information networks);
- translation, adaptation, arrangement, or any other modification (derivative works);
- combining works with other works or including them in collections and databases.

Unless stated otherwise, the user is granted only a non-exclusive, non-transferable license to privately view the content to the extent necessary to use the websites. Any other use requires FIXIT SA's consent.

## 4. Trademarks

The "FIXIT" mark is a trademark of FIXIT SA in Kraków and is protected, among others, under the Polish Industrial Property Law. Its use requires prior consent from FIXIT SA. Other marks and logos used on the websites are the property of their respective owners and are used with permission; any third-party use requires the owner's consent.

## 5. External links

The websites may contain links to third-party services. FIXIT SA is not responsible for the content, availability, or privacy policies of such services.

## 6. Liability and availability

FIXIT SA exercises due care to ensure that the content is true, current, and complete, but does not guarantee uninterrupted availability, timeliness, or fitness for a particular purpose. To the maximum extent permitted by law, FIXIT SA shall not be liable for damages arising from the use of the websites or reliance on their content, except for damages caused intentionally or through gross negligence.

## 7. Changes to the websites and to the Terms

FIXIT SA may change the content of the websites and update these Terms. The amended provisions apply from publication unless stated otherwise. The date of the last update is shown at the top of this document.

## 8. Governing law and jurisdiction

These Terms are governed by Polish law. Disputes shall be resolved by the common courts having jurisdiction over the registered office of FIXIT SA in Kraków, subject to mandatory consumer protection provisions.

# B. PRIVACY POLICY (GDPR/RODO — Polish Data Protection Law)

## 1. Controller and contact details

Data controller: FIXIT SA

ul. Nad Serafą 56a, 30-864 Kraków, Poland

tel.: +48 12 25 44 034, fax: +48 12 25 44 039

e-mail: [biuro@fixit.pl](mailto:biuro@fixit.pl)

Data Protection Officer (DPO): Krystian Knappek, e-mail: [iod@fixit.pl](mailto:iod@fixit.pl)

## 2. Categories of data and sources

Data collected directly from you (forms, RMA, contact, events):

- identification and contact data: first name, last name, e-mail, phone, postal address;
- company data: company name, VAT ID/NIP, job title;
- device data: serial numbers, IMEI numbers, RMA codes, fault description, service history;
- transactional data (if payments apply): transaction identifiers, status, billing data (e.g., invoice address, VAT ID);
- correspondence content and contact notes (e.g., tickets, complaints).
- Data collected automatically and from other sources:
  - IP address, technical logs, device/VoIP identifiers, network connection data;
  - cookies and similar technologies (details in the Cookies section);
  - data from manufacturers/resellers—as part of service cooperation;
  - data from payment platforms (no full card data—handled by the payment processor).

## 3. Purposes, legal bases, and retention periods

- Purpose: Handling complaints, RMAs, and repairs (warranty/out-of-warranty)  
Legal basis: Art. 6(1)(b) GDPR – performance of a contract  
Retention: for the term of the contract + until the limitation periods expire
- Purpose: Provision of service and technical support (phone/e-mail contact, remote diagnostics)  
Legal basis: Art. 6(1)(b) and (f) GDPR (legitimate interest: contacting about the ticket)  
Retention: as above
- Purpose: Accounting, settlements, and legal obligations  
Legal basis: Art. 6(1)(c) GDPR  
Retention: as required by law (e.g., up to 5 years for tax reasons)
- Purpose: Payments for services (e.g., out-of-warranty repairs)  
Legal basis: Art. 6(1)(b), (c) and (f) GDPR (fraud prevention)  
Retention: as necessary for settlements + under accounting laws
- Purpose: Customer satisfaction surveys and service quality improvement  
Legal basis: Art. 6(1)(f) GDPR (legitimate interest)  
Retention: until an objection is raised
- Purpose: Direct marketing (newsletter, marketing communications by e-mail/phone)  
Legal basis: Art. 6(1)(a) GDPR – consent  
Retention: until consent is withdrawn
- Purpose: Event organization (webinars, trainings)  
Legal basis: Art. 6(1)(a) and/or (b) GDPR  
Retention: for the duration of the event + settlements

- Purpose: Establishment, exercise, and defense of claims; security and anti-fraud  
Legal basis: Art. 6(1)(f) GDPR  
Retention: until the limitation periods expire
- Purpose: Analytics and statistics (via cookies)  
Legal basis: Art. 6(1)(a) GDPR – consent for analytics cookies  
Retention: until consent is withdrawn / cookie lifetime

## 4. Recipients of data and categories of processors

- device manufacturers and authorized service centers—within service delivery;
- courier and logistics companies;
- hosting, e-mail, RMA/CRM system providers, and communication tools;
- payment processors, banks, and settlement institutions—within transaction processing;
- analytics and newsletter providers;
- legal advisors, auditors, and entities authorized by law (e.g., public authorities based on applicable provisions).

## 5. Legitimate interest and processing safeguards

In view of the above, FIXIT SA relies on its legitimate interest in processing personal data in accordance with the GDPR, as described in this document. At the same time, FIXIT SA:

- undertakes not to extend the adopted processing criteria without first obtaining the data subjects' consent (where consent is the appropriate legal basis);
- respects data subjects' rights in accordance with applicable law, in particular in the areas of:
  - data protection and restricting access solely to authorised persons;
  - data transfers to third parties, especially outside the EEA—using appropriate safeguards (e.g., SCCs);
  - no profiling that produces legal effects or similarly significantly affects the person;
  - no processing of special categories of data (sensitive data), unless Article 9 GDPR applies and required safeguards are implemented;
  - use of pseudonymisation and other data-minimisation measures where technically/economically justified and legally permitted;
  - notification about indirectly obtained data pursuant to Article 14(3)(b) GDPR—within the specified deadlines.

FIXIT SA accepts the related responsibility, including for any personal data breach and civil/administrative liability arising under the law.

If FIXIT SA needs to process personal data for any other purposes, such processing will be preceded by obtaining an appropriate legal basis, including consent where required.

## 6. Obligations of entities entrusting FIXIT with third-party personal data

When entrusting, making available to FIXIT, or receiving from FIXIT personal data for processing, the third party undertakes to comply with this Policy and—depending on the purpose—to obtain all legally required consents from the data subjects, including (but not limited to) consent to transfer such data to FIXIT with the right to make the data available to FIXIT's partners for the purposes indicated herein.

Given that in certain cases, FIXIT may make personal data available to a third party, the third party undertakes to comply with the obligations below, regardless of whether it acts as an entrusting entity or as an entity to which FIXIT has entrusted or made data available for processing.

Upon transferring personal data to FIXIT, the third party confirms that it assumes and will hold FIXIT harmless from any liability arising from the lack of appropriate consents obtained by the third party. Suppose an administrative fine is imposed on FIXIT or damages are awarded. In that case, the third party undertakes, upon FIXIT's first request, to pay an amount equal to the fine and/or damages.

In particular, the entrusting party undertakes (including but not limited to:

- a. entrust data for processing under this Privacy Policy, in accordance with GDPR (especially Art. 28) and applicable Polish law;
- b. process data solely to perform the cooperation, for the term of cooperation and for securing claims arising therefrom, unless a longer period follows from applicable provisions;
- c. use data entrusted by FIXIT solely for the purposes indicated upon transfer or later, after prior approval by FIXIT;
- d. provide sufficient guarantees of appropriate technical and organizational measures ensuring processing in line with the GDPR and safeguarding data subjects' rights;
- e. obtain all legally required consents enabling FIXIT to further entrust data to: professional courier companies, device manufacturers, manufacturers' authorized service centers, spare-parts warehouses, intermediaries in device transport.

If, for proper performance of obligations arising from the cooperation, further entrustment by FIXIT is necessary—including to a third country—the third party declares that FIXIT may do so and warrants that it has the right to make the data available to FIXIT for this purpose. For such data, the third party is deemed a controller and fulfils the duties under Articles 12, 13, and 14 GDPR. Where FIXIT is subject to information duties under the GDPR, the Parties agree that such duties will be performed by the third party, who bears full liability towards FIXIT for proper performance, including for any damage suffered by FIXIT due to improper performance.

f. Upon termination of the services related to processing, the third party is obliged—depending on FIXIT's decision—to delete or return all personal data entrusted to it, as well as to delete all existing copies, unless processing is required under applicable law or for the establishment, exercise or defense of claims.

## 7. Data transfers outside the EEA

Where the use of certain tools results in a data transfer outside the EEA, we apply appropriate safeguards provided for by the GDPR and Polish data protection law, in particular Standard Contractual Clauses (SCCs) and, where necessary, additional technical and organizational measures. Information on current recipients and the legal bases for transfers is available upon request.

## 8. Data subjects' rights

- right of access and to obtain a copy;
- right to rectification;
- right to erasure;
- right to restriction of processing;
- right to data portability;
- right to object (including to direct marketing);
- right to withdraw consent at any time (without affecting the lawfulness of processing before withdrawal);
- right to complain to the President of the Polish Personal Data Protection Office (PUODO), ul. Stawki 2, 00-193 Warsaw.

For GDPR matters, please contact the DPO: [iod@fixit.pl](mailto:iod@fixit.pl).

## 9. Automated decisions and profiling

We do not make decisions based solely on automated processing that produces legal effects concerning you or similarly significantly affects you. Any marketing profiling (e.g., via marketing cookies) takes place only with your prior consent and can be withdrawn at any time.

## 10. Marketing consents (sample clauses)

- "I consent to receiving commercial information from FIXIT SA by electronic means (e-mail) to the e-mail address provided."
- "I consent to the use by FIXIT SA of telecommunications terminal equipment (phone) for direct marketing."
- "I consent to the processing of my personal data by FIXIT SA for the purpose of sending a newsletter/marketing communications."

Each of the above consents can be withdrawn at any time by contacting us or using the unsubscribe link.

## 11. Processing of payment data

For payments (e.g., out-of-warranty repairs), we cooperate with external payment processors. The processor handles card data and other sensitive payment data; FIXIT SA does not store full card details. We receive only the information necessary to confirm the transaction (identifier, status, amount, billing details). The legal basis is performance of a contract, legal obligations (accounting and tax), and our legitimate interest in preventing fraud.

## 12. Cookies Policy – definitions, types, management

### 12.1. What are cookies?

Cookies are small text files stored on the user's device (computer, phone, tablet) when visiting a website. They contain information necessary for the proper functioning of the service (e.g., session ID) and—depending on settings—may be used to remember user preferences, compile usage statistics, or tailor content/ads to the user's interests. The term "cookies" also covers similar technologies for storing and reading information (e.g., local storage, beacons, pixels).

## 12.2. Origin and lifetime of cookies

By origin:

- first-party cookies—set by FIXIT SA domains;
- third-party cookies—set by external domains (e.g., analytics or advertising providers).

By lifetime:

- session cookies—active until the browser is closed;
- persistent cookies—expire after a specified period (e.g., days/months).

## 12.3. Functional categories of cookies

- necessary (technical)—ensure proper functioning of the service (e.g., authentication, security, forms, cart/RMA ticket elements); enabled by default;
- preference (personalization)—remember selected settings (e.g., language, layout); lack of consent may affect user experience;
- analytics (statistical)—help understand how the service is used (number of visits, traffic sources, navigation paths); require prior consent;
- marketing (behavioral)—tailor content/ads to interests and measure campaign effectiveness; require prior consent.

## 12.4. Managing cookies and withdrawing consent

On the first visit, a consent banner (CMP) is displayed, allowing you to accept all categories of cookies, reject them (except necessary cookies), or go to detailed settings. You may change your choice at any time—by reopening cookie settings available in the footer/banner or via your browser settings.

Managing via the browser (example steps):

- Chrome/Edge: Settings → Privacy and security → Cookies and other site data → choose preferences/delete data;
- Firefox: Settings → Privacy & Security → Cookies and Site Data → manage/delete;
- Safari (macOS/iOS): Settings → Safari → Privacy → Tracking prevention and site data management;
- Other browsers: analogous privacy/cookie sections.

Withdrawing consent to analytics/marketing cookies does not affect the lawfulness of processing before withdrawal. Restricting cookies may hinder or prevent the use of some features.

## 12.5. Retention and list of partners

Retention periods of particular cookies (including third-party cookies) and the list of providers/partners are available in the consent banner (CMP) details and may change depending on the service configuration and tools. Current information is available in cookie settings.

## 12.6. Cookies and personal data

Where cookies constitute personal data (e.g., online identifiers), their use is based on necessity for the service (technical cookies) or consent (analytics/marketing cookies). You have the rights described in the “Data subjects’ rights” section.

## 13. Security

Data is stored on secure servers located in Poland. We apply appropriate technical and organizational measures to protect data against unauthorized access, loss, or damage. Paper records are stored in secure rooms/cabinets accessible only to authorized persons.

## 14. Final provisions

In matters not covered herein, the GDPR, national data protection provisions, and relevant civil law provisions shall apply. We reserve the right to amend this document; the current version is published on FIXIT SA's websites.

### Interpretation note on GDPR vs. RODO

For clarity, references to the GDPR in this document should be read in conjunction with and subject to the applicable provisions of Polish data protection law (commonly referred to as "RODO", i.e., the national implementation and accompanying regulations). Where this Policy mentions GDPR legal bases or rights, they are applied in conjunction with Polish implementing provisions and guidance of the Polish supervisory authority (PUODO).