

Terms of sale of the reports

Greetings!

My name is Jerzy Kurgan and I'm the creator of a report that you can buy at
For the sake of formalities, my registry data: Jerzy Kurgan, Swieradowska 47 Street,
02-662 Warsaw, NIP (tax number) 8722199392.

Below you will find the terms and conditions, containing information such as: how to
place an order and conclude a contract, available forms of payment or complaint
procedures.

If you have any questions, I am at your disposal at this e-mail:

I send you my best regards and wish you a successful shopping experience

Jerzy

§ 1

Definitions

For the purposes of these terms and conditions, the following meanings shall apply:

- 1) Report - report entitled "Insurtech Innovation Snapshot for 2018", whose creator is the Seller,
- 2) Buyer - natural person, legal entity or entity without corporate status,
- 3) Consumer - a natural person who concludes an agreement with Seller not directly related to its economic or professional activity,
- 4) Payment Operator - PayPal (Europe) S. à r. l. & Cie, S. C. C. A. with its registered office at L-1150 Luxembourg,
- 5) Terms and Conditions - These Terms and Conditions, available at
- 6) Website - website available at <https://insurtechintelligence.com>,
- 7) Seller – Jerzy Kurgan, conducting business activity under the company "Jerzy Kurgan.", Swieradowska 47 Street, 02 - 662 Warsaw, NIP: 8722199392.

§ 2

Initial provisions

1. Through the Website, the Seller sells the Report and provides the Buyer with an electronic way to enable the Buyer to conclude an agreement with the Seller to provide digital content in the form of a Report.
2. The service referred to in para. 1 above is provided to the Buyer free of charge. However, digital content contracts concluded through the Website are payable.
3. To make a purchase through the Website, the following technical conditions must be met by the Buyer's computer or other device:
 - 1) Internet access,
 - 2) Standard operating system,
 - 3) Standard web browser,
 - 4) Active email address.
4. The following technical conditions must be met by the computer or other device of the Buyer to use the Report:
 - 1) Internet access,
 - 2) Standard operating system,
 - 3) Standard web browser,
 - 4) Standard .pdf file viewer (e.g. AdobeReader),
 - 5) Active email address.
5. The Buyer may not make the purchase anonymously or under a pseudonym.
6. It is forbidden to provide unlawful content by the Buyer, in particular by submitting such content within the forms available on the Website.

7. In order to ensure the security of the Buyer and transfer of data in connection with the use of the Website, the Seller shall take technical and organizational measures appropriate to the degree of security of the services rendered, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.

8. The Seller shall take steps to ensure the proper functioning of the Website. The Buyer should inform the Seller of any irregularities or interruptions in the operation of the Website.

9. Any complaints concerning the functioning of the Website, the Buyer may submit via email to the e-mail address within the complaint, the Buyer should provide the name, address for correspondence, and the type and date of occurrence of the irregularity associated with the functioning of the Website. The Seller will consider all complaints within 14 days of receipt of the complaint and will inform the Buyer of its settlement to the email address of the complainant.

§ 3

Intellectual property rights

1. The Seller hereby instructs the Buyer that the Report is a work within the meaning of the Law of 4 February 1994 on copyright and related rights, to which the Seller is entitled.

2. The Seller hereby instructs the Buyer that further distribution of the Report by the Buyer without the Seller's consent is a violation of Seller's rights to the Report and may result in civil or criminal liability.

§ 4

Purchase of the Report

1. In order to purchase the Report, the Buyer must take the following steps:

1) Click the "Buy now" button.

2) Fill in the order form, giving the necessary data for the order and selecting the method of payment - the choice of payment method is limited to the choice of Payment Operator, as the only form of payment for the Report is electronic payment through the selected Payment Operator,

3) Accept the Terms and Conditions - acceptance is voluntary, but necessary to make a purchase,

4) Click the "Buy and pay" button.

2. By clicking on the "Buy and pay" button, the Buyer will be transferred to the Payment Operator Website, to complete payment for the Report.

3. After successful payment, the Buyer will be transferred to the Purchase Confirmation Page. At this time, the contract for providing digital content in the form of an Report is considered as concluded between the Buyer and the Seller. Purchase confirmation will also be sent to the email address given in the order form.

§ 5

Provision of the Report

1. The purchased Report will be provided to the Buyer by sending to the e-mail address provided in the order form of a link to the Report download.

2. The purchased Report will be made available to the Buyer as soon as payment has been made, no later than within 24 hours of making the payment.

§ 6

Consumer withdrawal from contract

1. A Consumer who has concluded a remote contract with the Seller shall have the right to withdraw from the contract without giving a reason within 14 days of the date of conclusion of the contract.
2. The right to withdraw from a remote contract shall not be available to the Consumer in respect of contracts for provision of digital content, which are not recorded on a material medium, if the performance of the service has commenced with the express consent of the consumer before the expiration of the withdrawal period and after informing him by the Seller of loss of the right to withdraw from the contract.
3. In order to withdraw from the contract, the Consumer must inform the Seller of his decision to withdraw from the contract by means of a clear statement - for example, a letter sent by mail, fax or e-mail.
4. The Consumer may use a withdrawal form template available at [www.ec.europa.eu/consumers/odr](#) however this is not mandatory.
5. In order to observe the withdrawal deadline, it is sufficient for the Consumer to send information concerning the exercise of the right of withdrawal before the expiry of the time limit for withdrawing from the contract.
6. In the event of withdrawal, the Seller shall return to the Consumer all payments received from the Consumer immediately, no later than 14 days from the date on which the Seller was informed of the exercise of the right of withdrawal.

§ 7

Liability for defects

1. The Seller is obliged to provide the Buyer with an Report free of defects.
2. The Seller is liable to the Buyer if the Report has a physical or legal defect (warranty for defects).
3. If the Buyer finds a defect in the Report, he / she should inform the Seller of this, while defining his / her claim for defect or submitting a statement of relevant content.
4. The Buyer can use the complaint form, available at [www.ec.europa.eu/consumers/odr](#) however this is not obligatory.
5. The Buyer may contact the Seller both by regular mail as well as by email.
6. The Seller will respond to the Buyer's complaint within 14 days of the receipt of the complaint by the same means of communication by which the claim was made.

§ 8

Personal data and cookies

The processing of personal data and the use of cookies are described in the privacy and cookies policy available at [www.ec.europa.eu/consumers/odr](#)

§ 9

Out-of-court handling of complaints and claims

1. The Seller agrees to submit any disputes arising out of the digital content provision agreements entered into to mediation proceedings. Details will be determined by the parties to the conflict.
2. The Consumer has the opportunity to use non-judicial means of dealing with claims and redress. Among other things, the Consumer has the option:
 - 1) to appeal to a permanent consumer court to settle the dispute resulting from the concluded agreement,

- 2) to ask the voivodeship inspector of the Trade Inspection to initiate mediation proceedings on the amicable settlement of the dispute between the Consumer and the Seller,
- 3) to take advantage of the help of the county (municipal) ombudsman or social organization, whose statutory tasks are consumer protection.
3. More detailed information on extrajudicial means of dealing with claims and complaints can be found at <http://polubownie.uokik.gov.pl>.
4. The Consumer may also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is used to settle disputes between consumers and businesses seeking out-of-court settlement of a dispute over contractual obligations arising from an online sales contract or service contract.

§ 10

Other provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change prices on the Website without prejudice to the rights acquired by the Buyer, including in particular the terms of the agreements concluded prior to the changes.
2. The Seller reserves the right to make changes to the Terms and Conditions. The Terms and Conditions applicable at the date of conclusion of the contract shall apply to the contract.
3. These Terms and Conditions apply from November 25, 2017.
4. All archived versions of the Terms and Conditions are available for download in .pdf format - links are provided below the Terms and Conditions.