

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES BY DS STREAM SP. Z O.O. (version: 2025)

Introduction

These Terms and Conditions for the provision of electronic services (**Terms and Conditions**), are issued by DS STREAM Sp. z o.o., with its registered office at Grochowska St. 306/30, 03-840 Warsaw, Poland, Tax Identification Number: 5272789783, e-mail: hello@dsstream.com, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division, National Court Register : 0000652483.

In accordance with the provisions of the Act of 18 July 2002 on the Provision of electronic services (i.e. Journal of Laws of 2024, item 1513), 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 (OJ EU L No. 119, p. 1), (**GDPR**) and, the Act of 12 July 2024 - Electronic Communications Law (Journal of Laws of 2024, item 1221, as amended), DS STREAM sp. z o.o., hereinafter referred to as the „**Service Provider**”, with its registered office at Grochowska St. 306/308, 03-840 Warsaw, Poland, hereby introduces these Terms and Conditions, which specify in particular the types and scope of services provided by electronic means, the conditions for the provision of these services (including technical requirements and prohibitions on the delivery of unlawful content), the [privacy policy](#), the conditions for concluding and terminating agreement for the provision of services by electronic means, the complaint procedure and the conditions for sending commercial information.

Chapter 1. General Provisions

1. Definitions

a)

Act – the Act on the Provision of Electronic Services of 18 July 2002 (i.e. Journal of Laws 2024, item 1513).

b)

ICT System – a set of cooperating IT devices and software ensuring the processing and storage, as well as sending and receiving of data via telecommunications networks using terminal devices appropriate for a given type of network within the meaning of the Act of 12 July 2024 – Electronic Communications Law.

c)

Services provided electronically – services performed without the simultaneous presence of the parties (remotely), through the transfer of data at the individual request of the service recipient, sent and received using electronic processing devices, including digital compression and data storage, which is entirely transmitted, received via a telecommunications network within the meaning of the Act of 12 July, 2024 - Electronic Communications Law.

d)

Electronic means of communications– technical solutions, including ICT devices and related software tools, enabling individual remote communication by means of data transmission between ICT systems, in particular electronic mail.

e)

Service Provider – DS STREAM sp. z o.o., with its registered office at Grochowska St. 306/30, 03-840 Warsaw, Poland.

f)

Service Recipient – an entity using the services of the Service Provider, which is a party to the service agreement, being a natural person, legal person or organisational unit without legal personality, which undertakes to comply with these Terms and Conditions.

g)

Consumer – a natural person entering into an agreement with the Service Provider not directly related to their business or professional activity.

h)

Entrepreneur-Consumer – a natural person who enters into a agreement with the Service Provider which is directly related to that person's business activity, where the agreement is not of a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

2. The Service Provider provides electronic services at the website: <https://www.dsstream.com/>
3. Acceptance of these Terms and Conditions when activating the Service is equivalent to full acceptance of the Terms and Conditions.

Chapter 2. Types and Scope of Electronic Services

1. The Service Provider provides the following electronic services:
 - a) newsletter service,
 - b) webinar registration and organization service,
 - c) e-book download service.

Chapter 3. Newsletter

1. The Newsletter service (**the “Newsletter”**) consists in the delivery of electronic messages containing the latest information related to the Service Provider's activities, which may include promotional and commercial information.
2. The service is provided free of charge for an indefinite period.
3. Promotional or commercial information is deemed requested if the Service Recipient has agreed to receive such information by registering in the Service Provider's IT system, in particular by providing their identifying e-mail address, name, company/institution name and source of knowledge about the Newsletter. Providing an e-mail address, and thus consenting to receive commercial information from the Service Provider by electronic means of communication in accordance with Article 398 of the Act of 12 July 2024 - Electronic Communications Law, is necessary in order to use the Newsletter service.
4. The Service Recipient may unsubscribe from the Newsletter with immediate effect by informing the Service Provider in any form (e.g. in writing, by e-mail) or by clicking on the link provided in each e-mail message constituting the Newsletter. Unsubscribing is equivalent to termination of the agreement for the provision of electronic services relating to the Newsletter.

Chapter 4. E-book

1. The Service Provider offers the Service Recipient the opportunity to download an e-book on data, data engineering, AI, Machine Learning, MLOPs (**the “E-book”**).

2. Downloading the E-book is free of charge for Service Recipients who have subscribed to the Newsletter and consented to receive promotional and commercial information, including the Newsletter, as available on the Service Provider's site. Consent is voluntary and may be withdrawn at any time without affecting the lawfulness of actions previously taken.
3. The Service Provider offers a paid option that does not require the participant to give promotional consent. The current, detailed pricing conditions for the paid E-book download service are available at <https://landing.dsstream.com/get-paid-access-to-the-e-book>.
4. To download the E-book, the Service Recipient provides the following data: e-mail address; first name, company/institution name and source of knowledge about the E-book.
5. The Service Provider grants the Service Recipient a free, non-exclusive licence to use the materials made available to the Service Recipient as part of the E-book download service, without the right to sublicense, for personal use only, subject to further restrictions specified in the description provided in the E-book. This licence is granted without territorial or time limitations from the date on which the E-book is first made available to the Service Recipient.
6. In the event of a breach of the terms of the licence referred to section 5 above, in particular unauthorised disclosure by the Service Recipient to third parties of materials or documents made available under the licence, the Service Recipient shall pay the Service Provider a contractual penalty of PLN 1,000 for each breach, without additional notice, to the bank account indicated in the debit note issued by the Service Provider. The Service Provider shall have the right to claim compensation from the Service Recipient in an amount exceeding the contractual penalty.

Chapter 5. Webinars

1. The Service Provider offers the Service Recipient the opportunity to participate in interactive online training courses on data, data engineering, AI, Machine Learning, and MLOPs conducted by specialists (the "**Webinar**").
2. Webinars are:
 - a) open with live streaming, or
 - b) closed, where they are made available in private mode.
 - c) Information about the nature of the event is provided on a dedicated Webinar page.
3. Information about the topic, date, duration and presenter is published on a dedicated Webinar page and, optionally, in an event created on LinkedIn on the Service Provider's profile.
4. Registration for a Webinar via LinkedIn does not constitute registration with the Service Provider. In order to gain access and communicate by e-mail, it is necessary to fill in the form on the dedicated Webinar page.
5. Participation in a Webinar is free of charge for to Service Recipients who have subscribed the Newsletter and consented to receiving commercial information, including the Newsletter. Consent is voluntary and may be withdrawn at any time without affecting the lawfulness of actions previously taken.
6. The Service Provider offers a paid option that does not require the participation to give promotional consent. The current, detailed pricing conditions for the paid Webinar

participation service are available at <https://landing.dsstream.com/get-paid-access-to-the-webinar>.

7. If a Webinar for which the Service Recipient has paid a fee is cancelled for reasons beyond the Service Provider's control (in particular: force majeure, unavailability of the presenter, or failure of third-party tools), the Service Provider shall propose a new date and, if the Service Recipient refuses, shall promptly refund the fee paid.
8. Registration for the Webinar takes place via a form posted on the dedicated Webinar page. To register, the Service Recipient provides the following data: e-mail address; first name, company/institution name and source of knowledge about the Webinar. Registration for the Webinar does not require the creation of an account.
9. **Open Webinars.** Live streaming is provided using Restream and is available on YouTube and LinkedIn. Questions asked on YouTube/LinkedIn may be collected in Restream and displayed during the broadcast. A link to the broadcast is sent to registered Service Recipients by e-mail on the day of the webinar. After the broadcast, the recording is publicly available on the Service Provider's YouTube channel and may be promoted on LinkedIn on the Service Provider's profile.
10. **Closed Webinars.** Closed materials are recorded in Restream and made available on YouTube in private mode. Access is granted to persons who have registered for the Webinar and provided their e-mail address in the form (or who are already in the newsletter database) via a link sent in the newsletter. The link to the Closed Webinar is not made publicly available. It is prohibited to share the link and further distribute the content to third parties.
11. To ensure the quality and safety of the service, the Service Provider may:
 - a) temporarily restrict or disable interactive features (chat/Q&A),
 - b) block the ability to post comments by Service Recipients who violate the Terms and Conditions or good manners (including, in particular, in the case of spam),
 - c) in justified cases, limit the number of registrations for the interactive part or the e-mail notification list (this does not apply to the public availability of the recording of an Open Webinar after its completion).
12. The content of Webinars, materials presented during Webinars and other content made available by the Service Provider are copyrighted works. It is prohibited to reproduce, publicly share, modify or distribute them without the consent of the Service Provider; this prohibition also applies to access links to closed materials.
13. Questions and statements made by Service Recipients may be recorded and published in a recording and used to prepare Q&A summary materials. The Service Recipient should avoid posting content containing special categories of data or information covered by legally protected secrets.
14. The Webinar service is provided using third-party tools: Restream, YouTube, and LinkedIn. Service Recipients who use the above-mentioned services undertake to comply with their terms and conditions:
 - Restream: <https://restream.io/terms-of-service>
 - LinkedIn: <https://pl.linkedin.com/legal/user-agreement>;
 - YouTube: https://www.youtube.com/intl/ALL_pl/howyoutubeworks/policies/community-guidelines/).

The Service Provider shall not be responsible for the operation of these services to the extent that they act as separate information society service providers.

15. The limitations of liability referred to in paragraph 14 shall not apply if the damage was caused to the Service Recipient intentionally by the Service Provider.

16. The Service Provider may suspend the provision of the Webinar organisation service in order to obtain clarification, and may also terminate the agreement for the provision of the Webinar organisation service with immediate effect in the following cases:
 - a) a significant breach by the Service Recipient of the provisions of these Terms and Conditions relating to the Webinar registration and organisation service,
 - b) use of the Webinar registration and organisation service contrary to its intended purpose, in particular in a manner contrary to generally applicable law, good manners or these Terms and Conditions.

Chapter 6. Terms and Conditions for the provision of electronic services

1. The Service Provider provides services to the Service Recipient within the scope and under the terms and conditions specified in these Terms and Conditions.
2. The Service Recipient undertakes to comply with these Terms and Conditions.
3. The Service Recipient is obliged to use the Service Provider's website and the services provided in a lawful manner, respecting the personal rights, copyrights and intellectual property of the Service Provider and third parties.
4. The Service Recipient is obliged to refrain from:
 - a) abusing electronic means of communication, in particular by causing disruption or overload of the ICT systems of the Service Provider or other entities directly or indirectly involved in the provision of electronic services,
 - b) activities aimed at testing the possibility of breaking or bypassing the security measures of the Service Provider's ICT systems, as well as any other activities that lead to unauthorised access to all or part of the Service Provider's ICT systems,
 - c) using the services provided by the Service Provider in a manner contrary to generally applicable law, good manners or the legitimate interests of the Service Provider,
 - d) sharing login details for the services provided by the Service Provider with unauthorised persons,
 - e) delivering content through or to the Service Provider's ICT systems that infringes the rights of third parties, violates generally accepted social norms or is contrary to generally applicable law, or whose introduction or dissemination through the Service Provider's ICT systems constitutes such a violation.
 - f) The Service Recipient agrees to release the Service Provider from any costs or liability related to content provided by the Service Recipient to or through the Service Provider's IT systems in violation of point 4 (e) above, in particular in the case of claims made against the Service Provider by third parties.
5. The Service Provider is not liable for damages caused by the use of services in a manner contrary to generally applicable law, good manners or otherwise inconsistent with these Terms and Conditions.
6. The Service Provider is not liable for damage caused by the use of the services by an unauthorised person who, as a result of a culpable act or omission on the part of the Service Recipient, has gained access to the services provided by the Service Provider.
7. The Service Provider is not obliged to monitor the content transmitted, stored or made available that has been entered by the Service Recipient into the Service Provider's ICT systems. If reliable information or an official notification is obtained regarding the unlawful nature of such content or activities related to it, the Service Provider may remove such content and/or suspend the Service Recipient's access to the services

provided. In such a case, the Service Provider shall not be liable for the removal of the content referred to in this paragraph or for the suspension of access to the services on this basis.

8. The Service Provider reserves the right to carry out necessary maintenance work on the ICT system, which may cause temporary difficulties or prevent Service Users from using the services.
9. In special cases affecting the security or stability of the ICT system, the Service Provider has the right to suspend or limit the provision of services without prior notice and to carry out maintenance work aimed at restoring the security and stability of the ICT system.
10. The Service Provider undertakes to keep confidential all information, including personal data entered by the Service Recipients into the Service Provider's ICT system, except in the following cases:
 - a) the information is publicly available or generally known, provided that it did not become publicly available or generally known as a result of a violation of the law or contractual obligations between the Service Provider and the Service Recipient;
 - b) disclosure is required by generally applicable law,
 - c) prior consent to the disclosure of information has been given by the Service Recipient.
11. The Service Recipient is obliged to enter data consistent with the actual state of affairs.
12. Complaints related to the provision of electronic services by the Service Provider may be submitted in writing to the Service Provider's address or in electronic form via e-mail to the following address: growth@dsstream.com.
13. The Service Provider shall consider complaints without undue delay, no later than within 14 days from the date of their submission. If the complaint cannot be considered within this period, the Service Provider shall notify the complainant within this period of the reasons for the delay and the expected time needed to consider the complaint. The Service Provider shall provide a response to a complaint submitted by a Consumer on paper or another durable medium.
14. The Consumer and the Entrepreneur-Consumer may withdraw from the concluded agreement without giving any reason and without incurring any costs within 14 days of its conclusion. The statement of withdrawal from the agreement may be submitted in any manner that allows the Service Provider to acquaint itself with its content. The Consumer and the Entrepreneur-Consumer may use the withdrawal form attached as Appendix 1 to the Terms and Conditions.
15. Consumers and Entrepreneur-Consumer may submit a dispute with the Service Provider for resolution through the EU ODR online platform. ODR is a multilingual website that provides out-of-court dispute resolution for disputes that may arise between the Service Provider and a Consumer or Entrepreneur-Consumer. Platform address: https://consumer-redress.ec.europa.eu/index_pl

Chapter 7. Minimum technical requirements necessary to use the services provided electronically

1. Minimum requirements:
 - a) Internet connection: 1 Mbit/s
 - b) preferred browser: Firefox/Chrome/Opera
 - c) browser plug-ins: Adobe Reader
 - d) cookies: yes
 - e) javascript: yes
2. Recommended requirements:
 - a) Internet connection: 2 Mbit/s
 - b) preferred browser: Firefox/Chrome/Opera
 - c) browser plug-ins: Adobe Reader
 - d) cookies: yes
 - e) JavaScript: yes
3. Security specifications - data centre security:
 - a) certification for high availability and high security level III TÜV-Saarland
 - b) connection redundancy (n+1) – yes
 - c) video surveillance – yes
 - d) access control system – yes
 - e) intrusion detection system (IDS) – yes
 - f) independent power sources (A/B electrical circuits) – yes.
 - g) Redundant UPS systems (n+1) – yes
 - h) Emergency power generator – yes
 - i) Redundant cooling system (n+1) – yes
 - j) Early fire detection system – yes
 - k) Gas extinguishing system (nitrogen) – yes
4. Protection at the hosting server level:
 - a) data secured by RAID - 1+0 disk array
 - b) file system secured by journaling mechanism
 - c) system backup
 - d) network access secured by a firewall system.
5. The application includes:
 - a) support for encrypted connections via https
 - b) the application checks and verifies the correctness of each piece of data entered by the user, in particular before attempting to enter data that could affect the operation of the application itself
 - c) the application logs all types of irregularities in its operation
 - d) access to any data, e.g. user preview, is verified in terms of authorisation level and checked whether the user has access to the requested information
 - e) any attempt by an unauthorised person to access data that is not available to them is blocked and logged by the application
 - f) access to documents entered by users is only possible from within the application, without the possibility of bypassing it. The application verifies access to the requested document immediately before any attempt to download it.
 - a.

Chapter 8. Specific risks associated with the use of electronic services

1. The use of services provided electronically involves the risk of infecting the IT system with unwanted software, including software whose sole purpose is to cause damage.
2. To avoid the risks associated with unwanted infection of the IT system, it is recommended to install antivirus software on the computer used by the Service Recipient and to keep it up to date immediately after the release of updates.
3. Additionally, it is recommended that the Service Recipient have a system firewall running on their computer.
4. In addition to the threats resulting from infection of the IT system, possible threats also include hacker attacks. The Service Provider declares that it uses security measures to prevent or significantly hinder intrusion into the Service Provider's system.

Chapter 9. Protection of Personal Data

1. The Service Provider is the controller of the personal data of Service Recipients. Personal data are processed in accordance with applicable law, including GDPR, for the purpose of providing the services specified in these Terms and Conditions.
2. Detailed rules regarding the processing of personal data, including the purposes, legal bases and retention periods, as well as the rights of Service Recipients, are defined in the [Privacy Policy](#).

Chapter 10. Transitional and Final Provisions

1. In matters not regulated by these Terms and Conditions, the provisions of generally applicable law shall apply.
2. The Service Provider reserves the right to amend the Terms and Conditions for important reasons, in particular due to changes in legal regulations to the extent that these changes affect the implementation of the provisions of these Terms and Conditions.
3. For continuous agreements concluded on the basis of these Terms and Conditions (e.g. provision of electronic services – Newsletter), the amended Terms and Conditions shall be binding on the Service Recipient if the requirements specified in Articles 384 and 384¹ of the Civil Code have been met, i.e. the Service Recipient has been duly notified of the changes and has not terminated the agreement within 14 calendar days of the date of notification. If the amendment to the Terms and Conditions results in the introduction of any new fees or an increase in current fees, the Service Recipient who is a Consumer has the right to withdraw from the agreement.
4. For agreements of a nature other than continuous (e.g. downloading an E-book) concluded on the basis of these Terms and Conditions, amendments to the Terms and Conditions shall not in any way infringe rights acquired by Service Recipients who are Consumers before the date of entry into force of the amendments to the Terms and Conditions; in particular, changes shall not affect orders already placed or sales agreements already concluded, performed or executed.
5. The provisions of the Terms and Conditions does not limit the rights of Consumers and Entrepreneurs-Consumers granted to them on the basis of mandatory and generally applicable law. In case of doubt, the provisions granting rights to Consumers and Entrepreneurs-Consumers shall apply.

Appendix 1: Model withdrawal form:

(To be used only if you wish to withdraw from the agreement)

[Place,date]

.....

.....

[Consumer data]

.....

.....

[Name and address of the Entrepreneur]

STATEMENT OF WITHDRAWAL FROM THE AGREEMENT

I/We () *hereby inform you of my/our ()* withdrawal from the agreement for the sale of the following products / the agreement for the provision of the following Services: (*):

.....

Date of agreement:

Bank account number for refund**:

Account holder:

.....
Signature(s) of the Consumer(s)

**Delete as appropriate*

*** If different from the bank account from which the payment was made*