

# TERMS AND CONDITIONS OF THE NEWSLETTER

## §1 Key information about the Service Provider

The services and digital content provided in the Newsletter are provided by **HexArcana Cybersecurity GmbH** with registered office in Cholenmoosweg 5, 8942 Oberrieden, Switzerland (UID CHE-427.698.122, VAT ID: CHE-427.698.122 MWST), hereinafter Service Provider.

For any issues, you can contact by writing to the email address: [contact@hexarcana.ch](mailto:contact@hexarcana.ch)

- A Glossary of Terms can be found in §10 of these Regulations.

## §2 Newsletter highlights

1. Newsletters, including services and digital content are sent to the email address you specify.
2. The Newsletter provides educational content, as well as, among other things, information about new blog posts, articles or materials shared on social media, discounts, current promotions, bonuses, free and paid events, challenges, trainings, and other marketing and commercial information about products and services offered by the Service Provider or recommended by the Service Provider.
3. If digital content (e.g., e-book, audio/video recording) is provided as part of the Newsletter, you can access it in the manner indicated in the email (e.g., by clicking on the active link provided in the email, downloading the attachment attached to the message).
4. Since email programs often consider messages sent from mailing programs as SPAM, it is recommended to add the Service Provider to the list of trusted recipients.

## §3 Principles of concluding an agreement and gaining access to the Newsletter

1. You can access the Newsletter:
  - 1) free of charge - by signing up for the Newsletter and providing your email address, name or other personal information requested in the sign-up form for marketing/trade purposes or
  - 2) for a fee - without the need to subscribe to the Newsletter, i.e. by paying the amount of 99 PLN gross for access to the digital content provided free of charge within the Newsletter. To make a purchase, contact the Service Provider for this purpose at the email address indicated in §1 or in any other way indicated for contact.
2. To subscribe to the Newsletter and access the service/digital content:
  - 1) provide personal information within the provided enrollment form,
  - 2) accept the Terms and Conditions of the newsletter,
  - 3) Confirm your email address - in case it was indicated at the stage of enrollment that you need to confirm your email address (double opt-in mechanism).
3. The contract for the provision of digital content access service is concluded for an indefinite period of time upon:
  - 1) display to the Customer the confirmation of subscription to the Newsletter (in the case of free access),

- 2) upon acceptance of the Terms and Conditions of the store and payment for access to digital content (in the case of paid access).
4. Access to the Newsletter, including the provided services and digital content is granted immediately after the conclusion of the Agreement, unless the Service Description indicates otherwise. If access is not obtained, the aforementioned deficiency must be reported to the Service Provider.
5. The termination of the Newsletter Access Service Agreement, including the provision of the service and digital content by you, may take place immediately. To terminate the Agreement:
  - 1) Click the "*Cancel Subscription*"/"*Unsubscribe*" button or a similar button, or
  - 2) Contact the Service Provider.

## §4 Technical conditions

1. The Service Provider declares that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying the Clients' data by unauthorized persons, so it is recommended to use appropriate technical measures to minimize the risks indicated above. The Service Provider will never ask the Client to provide the Password in any form.
2. In order to subscribe to the Newsletter or place an order for paid access to the Newsletter, it is necessary to have an up-to-date version of an Internet browser supported by the manufacturer with Internet access (e.g. Opera, Mozilla Firefox, Google Chrome, Safari) and an active email account.
3. In order to use the Newsletter, including the services and digital content provided, it is necessary to have:
  - 1) A current version of a web browser supported by the manufacturer with Internet access (e.g. Opera, Mozilla Firefox, Google Chrome, Safari);
  - 2) active email account;
  - 3) a current tool/program that supports electronic files in the format in which the digital content is delivered (e.g., ZIP, PDF, Mobipocket (Mobi), EPUB, or other popular formats);
  - 4) accounts on a social media platform, e.g. Meta (Facebook), Discord, Twitter in case the description of the digital content indicates that it will be shared on a dedicated group, among others.
4. In the event that additional technical requirements are required to use the Newsletter, including the services and digital content provided, you will be informed. You will also be informed if updates necessary to make the services and digital content compatible with the Agreement are required.

## §5 Complaint

1. If the services/digital content provided are not in conformity with the contract, you can demand to be brought into conformity with the contract or make a declaration of price reduction (in the case of a paid service) or withdraw from the contract.
2. The service provider shall consider the complaint within 14 days from the date of delivery of the complaint.
3. Complaints can be submitted by email, in writing or by any other method indicated for communication.

4. The Service Provider may refuse to bring the service/digital content into conformity with the contract if bringing the service/digital content into conformity with the contract in the manner chosen by the Client is either impossible or would require excessive costs for the Service Provider. In assessing the excessive cost, all circumstances of the case shall be taken into account, in particular the significance of the digital content or digital service's non-conformity with the contract and the value of the digital content or digital service conforming to the contract.
5. The obligations and rights of the Parties, including detailed rules for complaints about the service/digital content, are set forth in the Law on Consumer Rights (including Chapter 5b of the Law, the Directive on Consumer Rights (2011/83/EU) and respect for the laws of each country in which the service is provided).

## §6 Withdrawal from the Agreement

1. You may withdraw from the Contract within 14 days from the date of conclusion of the Contract. In order to exercise the right to withdraw from the Contract, the Client should inform the Service Provider by an unequivocal statement, sending, for example, an email or a letter to the address indicated in the Terms and Conditions.
2. You can withdraw from the Agreement if the content or digital service is not delivered.
3. In the event of withdrawal, refrain from using and sharing digital content or digital service with third parties.

## §7 Copyright and licenses

1. Texts, photos, graphics, multimedia and trademarks made available within the Newsletter are works within the meaning of, among others, the Law on Copyright and Related Rights of February 4, 1994, subject to legal protection, the Directive on Harmonization of Certain Aspects of Copyright and Related Rights in the Information Society ("Information Directive") of May 22, 2001, the Directive on Enforcement of Intellectual Property Rights (hereinafter referred to as "IPRED") of April 29, 2004, together with respect for the laws of each country in which the service is provided.
2. Copyrights to the aforementioned materials are held by the Service Provider or another entity from which the Service Provider has obtained the appropriate license. The materials may also be used by the Service Provider on other legal bases.
3. All materials provided by the Service Provider may be used solely for personal use, unless otherwise specified by the arrangements by the parties. It is unauthorized to further distribute, share, rip or download in any way the materials outside the scope of permitted use.
4. In case of violation of the prohibition referred to in this paragraph, including copyright infringement, the Service Provider shall have the right to claim damages and compensation from the Client. The Client in the aforementioned regard may be liable for civil or criminal liability.

## §8 Personal data

1. The Service Provider's services require data transfers between Switzerland and the European Union (EU) and the European Economic Area (EEA) in accordance with the GDPR and nFADP. To ensure the protection of personal data during such transfers, the Service Provider relies on certain lawful transfer mechanisms, i.e., the Service Provider relies on the European Commission-approved standard contractual clauses as the legal mechanism for certain data transfers from the EU/EEA and Switzerland (designated countries). These clauses are contractual obligations between companies transferring personal data that impose obligations on those companies to protect the privacy and security of the data. The Service

Provider has adopted the Standard Contractual Clauses to ensure that data transfers needed to provide, maintain and develop our services are carried out in accordance with the law ([Standard contractual clauses for international transfers](#)).

2. Your personal data may be transferred outside the European Economic Area (e.g. in connection with the Administrator's use of software from entities there). The European Commission has issued decisions (Commission Decision of July 26, 2000 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequate protection of personal data in Switzerland (notified under Document No. C(2000) 2304)) confirming the adequate level of protection for, among others, Switzerland and Canada (commercial organizations). When transferring data to other entities outside the EEA, appropriate safeguards required by the GDPR must be met. You may obtain a copy of the personal data transferred to a third country by contacting the Service Provider, for example by email to: [contact@hexarcana.ch](mailto:contact@hexarcana.ch)
3. The administrator of your personal data is the Service Provider. Further information on how the Service Provider processes personal data is available in the Privacy Policy: <https://hexarcana.ch/privacy-policy> or <https://hackarcana.com/privacy-policy>
4. Your data is processed for the following purposes:
  - 1) The data necessary for the conclusion and performance of the contract will be processed for the duration of the contract, including the duration of the exercise of rights under the contract (Article 6(1)(b) and (f) GDPR). Provision of this data is voluntary, but necessary for the conclusion and execution of the contract;
  - 2) Additional data provided for the purpose of, among other things, facilitating the performance of a contract will be processed no longer than until you raise an objection or the business purpose ceases based on the legitimate interest of serving customers (Article 6(1)(f) GDPR).
  - 3) Data will also be processed for the period of the statute of limitations for claims based on the legitimate interest of the Service Provider to defend against claims, as well as for the purpose of determining and investigating claims (Article 6(1)(f) GDPR).
  - 4) Data may also be archived for internal and statistical purposes until you object or the business purpose ceases based on the legitimate interest of the Service Provider (Article 6(1)(f) GDPR).
  - 5) In the case of data collected for marketing and business purposes, including the provision of marketing information as part of the Newsletter service, the data will be processed based on the legitimate interest of the Service Provider in marketing the Service Provider's products and services (Article 6(1)(f) GDPR) and based on your consent. Your data will be processed no longer than until you object/withdraw your consent or the business purpose ceases - whichever comes first. Providing data is voluntary, but necessary to receive marketing/trade information. You may withdraw your consent at any time by clicking on the link in the footer of the email or by writing to the Service Provider at the address listed above.
4. Your data may be entrusted to other entities, only if it is necessary to achieve the purposes of processing mentioned above and only to the extent necessary to achieve that purpose. If necessary, your data may be transferred to a hosting company, entities supporting the handling and sending of the Newsletter, a company providing cloud services, entities providing marketing services, and other entities that support the Administrator in achieving the purposes of processing.
5. The Service Provider uses the Newsletter dispatching program provided by:
  - 1) GetResponse S.A., based in Gdansk (80-309) at 413 Grunwaldzka Avenue, Poland - <https://www.getresponse.com/legal/privacy>

- 2) Scaleway, 8 RUE DE LA VILLE L'EVÊQUE, 75008 Paris, France - <https://www.scaleway.com/en/privacy-policy/>
- 3) Sendinblue GmbH, Köpenicker Str. 126, 10179 Berlin, Germany - <https://www.brevo.com/legal/termsofuse/>
6. Detailed information about the Privacy Policy of the Newsletter service provider can be found on the provider's website.
7. In relation to the DPA, you have the right to access your personal data, rectify your personal data, erase your personal data, restrict the processing of your personal data, object to the processing of your personal data, transfer your personal data, withdraw your consent, with the proviso that withdrawal of consent does not affect the lawfulness of the processing carried out before its withdrawal.
8. If you believe that your personal data is being processed in violation of applicable law, you have the right to complain to the President of the Data Protection Authority, the European Data Protection Supervisor, the Federal Data Protection and Information Commissioner (FDPIIC). In such a case, however, we encourage you to contact us in advance to clarify your concerns.

## §9 Final provisions

1. In the use of the Newsletter, including the service or digital content, it is prohibited to provide information of an unlawful nature and to act in a manner contrary to the law, morality or violating the personal rights of third parties.
2. Amicable settlement of disputes and handling of complaints in the case of a consumer is possible by turning to:
  - 1) of the permanent amicable consumer court with a request to resolve a dispute arising from the contract.
  - 2) provincial inspector of the Trade Inspection with a request to initiate mediation proceedings, for an amicable settlement of the dispute between the Customer and the Service Provider.
  - 3) district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection in order to obtain assistance on the contract.
  - 4) or has the right to use the ODR platform – <https://ec.europa.eu/consumers/odr>. The platform is used to resolve disputes between consumers and businesses.
3. The Service Provider reserves the right to make changes to the Terms and Conditions for important reasons, including, in particular, due to changes in the law to the extent that these changes force the Service Provider also to change the content of these Terms and Conditions, in particular, changes in the provisions of the Civil Code, the Law on Consumer Rights, Act on the provision of services by electronic means, as well as by virtue of the applicable decisions of the OCCP, PUODO, FEDIC, EIDO or court rulings to the extent corresponding to the decisions/orders issued (including European and non-EEA), and in the event of a significant change in business factors, as long as there is a causal relationship between the above. change and a change in the cost of providing services by the Service Provider. Detailed information on changes is indicated in the Consumer Rights Act.
4. These Regulations are effective as of 2026-03-23.

## §10 Glossary of terms

1. **Price** - money or digital representation of value;

2. **Client** - an entity that has entered into an Agreement with the Service Provider for access to the Newsletter, including delivery of the service and/or digital content;
3. **Consumer** - an individual who has entered into an Agreement with the Service Provider for purposes that are not directly related to his/her business/professional activity;
4. **Digital content** - data produced and delivered in digital form (e.g., e-book, other materials in pdf, audio/video form);
5. **Service** - a service or digital content or goods with digital elements;
6. **Digital service** - a service that allows the Customer to produce, process, store or access data in digital form, or a service that allows the sharing of data in digital form that has been uploaded or produced by the Customer or other users of this service, or other forms of interaction using such data.