

## Annex No. 1 to Regulation No. 38/2021

Director of the Public Library in the Wola District of the Capital City of Of Warsaw

of 15 December 2021

**TERMS OF USING THE MATERIALS AND SERVICES OF THE PUBLIC LIBRARY  
IN THE WOLA DISTRICT OF THE CAPITAL CITY OF WARSAW****Chapter I.****General provisions****§ 1**

1. The Regulations for the use of materials and services, hereinafter referred to as the "Regulations", define the terms and conditions of using the materials and services of the Public Library in the Wola District of the Capital City of Warsaw. Warszawy with headquarters at al. Solidarności 90, hereinafter referred to as the "Library", which includes:
  - III Czytelnia Naukowa, al. Solidarności 90
  - XII Czytelnia Młodzieżowa, al. Solidarności 90
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 10, at Wolska 75
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 11 – „Na Kole”, at E. Ciołka 20
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 14 – „Fantasmagoria”, at Młynarska 35a
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 32, al. Solidarności 90
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 51 z Czytelnią Edukacyjną – „Klub Podróżnika”, at M. Bielskiego 3
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 73, at Żytnia 64
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 80, at Redutowa 48
  - Wypożyczalnia dla Dorosłych, Młodzieży i Dzieci nr 83 – „Odolanka”, at J.K. Ordona 12F
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 91, at Chłodna 11
  - Wypożyczalnia dla Dorosłych i Młodzieży nr 106, at Twarda 64
  - Wypożyczalnia Zbiorów Obcojęzycznych nr 115 – „Poliglotka”, at Nowolipki 21
  - Biblioteka dla Dzieci i Młodzieży nr 13, at St. Staszica 5a
  - Biblioteka dla Dzieci i Młodzieży nr 21 – „Komiksowo”, al. Solidarności 90
  - Biblioteka dla Dzieci i Młodzieży nr 25, at Żytnia 64
  - Biblioteka dla Dzieci i Młodzieży nr 32, at Twarda 64
  - Biblioteka dla Dzieci i Młodzieży nr 36, at Redutowa 48
  - Biblioteka dla Dzieci i Młodzieży nr 46, at Chłodna 11
2. Any deviations from the stated requirements of the Terms may be used only in exceptional cases with the consent of the Director of the Library in response to a written request submitted by the User.

## § 2

1. The library is a public cultural institution operating on the basis of:
  - a. the Libraries Act of June 27, 1997 (Journal of Laws of 1997, no. 2019, item 1479),
  - b. the Act of October 25, 1991 on organizing and conducting cultural activities (Journal of Laws 2020, item 194)
  - c. the Statute of the Public Library in the Wola District of the Capital City Of Warsaw (attached to the Resolution No. XXXII/714/2004 of the Council of the Capital City of Warsaw of July 1, 2004 amending the names and granting statutes to libraries of the Capital City of Warsaw (i.e. Journal of Laws of the Mazovia Province No. 189, item 4965))
  - d. Regulation (EU) 2016/679 of the European Parliament and the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Regulation on Data Protection, Journal of Laws EU.L.2016.119.1 of May 4, 2016).
  - e. the Act of February 4, 1994 on copyright and related rights (Journal of Laws, 2020, item 288).
  - f. the Act of June 29, 1995 on Public Statistics (Journal of Laws of 2020, item 443),
2. Whenever the Regulations refer to:
  - a. **document<sup>1</sup> stating identity** - it is understood as an official document with a photo and PESEL (unique ID no.) number or a residence card, a document of residence in Poland, confirming the identity of the person applying for using the materials and services of the Library.
  - b. **library materials** - it is understood as documents containing the recorded expression of human thought, intended for dissemination, regardless of the physical medium and the manner of recording the content.
  - c. **reader card** - it is understood as a document drawn up on the basis of a registration card and registered in a computer library program or the Warsaw City Card, enabling the borrowing and use of library materials and services.
  - d. **the recording card** - it is understood as a document containing: User's personal data, User's consent to the processing of personal data for the purpose indicated on the record card, User's statement on reading the Library Regulations and undertaking to comply with them and be liable for damages caused by the User.
  - e. **prolongation (extension)** - it is understood as obtaining an additional borrowing period for library materials made available outside the Library, or extending the time of using computers on the premises of the Library, before the scheduled date of return.
  - f. **on site sharing** - it means the possibility of using library materials only on the premises of the Library.

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<sup>1</sup>Art. 4. [Identity card] 1. The identity card is a document stating the identity and Polish citizenship of a person on the territory of the Republic of Poland and other European Union Member States, European Economic Area countries not belonging to the European Union and countries that are not parties to the Agreement on the European Economic Area, which Citizens may take advantage of the free movement of persons on the basis of agreements concluded by these states with the European Community and its member states, and on the basis of unilateral decisions of other states which deem this document sufficient to cross their borders. Act of August 6, 2010 on identity cards (Journal of Laws 2021 item 816)

- g. **outside sharing** - it means the possibility of borrowing library materials, in accordance with the Regulations, outside the Library premises.
- h. **user** - it is understood as a person who has met the conditions entitling, in accordance with the Regulations, to use library materials and services.
- i. **free access** - it is understood as such part or all of the library rooms in which the User can independently select library materials from the shelves.
- j. **destruction of library material** - it is understood as damage, dirt, flooding, wetting, making incomplete etc. of borrowed library materials by the User.

### § 3

The library collects, stores and makes available library materials that are its property.

## Chapter II

### Library services

#### § 4

1. The library provides services in the field of borrowing library materials, enables access to computer equipment whenever possible, and also offers reprography for a fee.
2. The library may also provide services other than those specified in para. 1, e.g. bibliographic, interlibrary lending (only applies to the III Czytelnia Naukowa).
3. The user has the right to use, after obtaining the consent of the head of the facility, his own equipment in order to make a copy of the library material, to the extent that does not violate the act on copyright and related rights.

## Chapter III

### The right to use the Library

#### § 5

1. The right to use the Library's materials and services is universal in accordance with the rules set out in the Libraries Act and these Regulations.
2. Borrowing library materials is free of charge. In justified cases, referred to in § 23 of the Regulations, a deposit is collected.
3. Fees for reprographic services and interlibrary lending are specified in the Regulations.

#### § 6

1. From library materials and services they can be used by people who:
  - a. are of legal age,

- b. filled up the record card,
  - c. undertook to comply with the Regulations,
  - d. received a Reader Card.
  - e. are underage with the written consent of the parent or legal guardian expressed when filling in the registration form.
2. Rentals may be made only by the owner of the Reader Card or an authorized person, and in the case of minors, also by a parent or legal guardian.
  3. An authorized person may only be a person enrolled in the Library, having their own Reader Card, and the authorization must be made in writing on the record card by the authorizing person.

### § 7

1. A person interested in enrolling in the Library or enrolling a minor is obliged to:
  - a. show an identity document,
  - b. read the Regulations and fill in and sign the subscription form.
2. Placing a signature is equal to:
  - a. committing to comply with the Regulations,
  - b. consent to the processing of your personal data by the Library,
  - c. accepting responsibility for the condition and timely return of borrowed library materials.
3. Filling in the registration card by the User is the basis for issuing the Reader Card free of charge, which authorizes the use of library materials and services in all facilities of the Public Library in the Wola District of the Capital City of Warsaw.
4. The rules for using the 3rd Scientific Reading Room are described in Chapter V of the Regulations.

### § 8

If a person applying for the right to use library materials and services does not meet the conditions provided for in the Regulations, the decision to refuse the right to subscribe is made by the Head of the institution.

### § 9

#### Administrator information

Administrator	Public Library in the Wola District of the Capital City of Of Warsaw al. Solidarności 90 01-003 Warsaw / Contact details: <a href="mailto:bpwola@bpwola.waw.pl">e-mail: bpwola@bpwola.waw.pl</a> ; phone no.: +48 22 838 37 91
Contact details of the Personal Data Protection Inspector	Personal Data Protection Inspector <a href="https://www.bpwola.waw.pl/2021/05/10/informacja-administratora/">https://www.bpwola.waw.pl/2021/05/10/informacja-administratora/</a>
Purpose of data processing and legal basis	1. The data identifying the Reader and the data regarding the use of the Library's services by the Reader are processed <b>in connection with the performance of tasks in the public interest</b> <sup>2</sup> and are used for the purposes of:

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<sup>2</sup> statutory tasks referred to in the Act on libraries.

	<p>a) sharing and borrowing library materials,</p> <p>b) documenting the conducted activity and informing about it, which also includes processing for archival purposes in the public interest.</p> <p>2. Data identifying the Reader and his social and professional status, data regarding his obligations towards the Library and the way of using the Internet or the Library's WiFi network (if the Reader uses these services), including data identifying the Reader's computer, are processed <b>in connection with legal obligations incumbent on Library<sup>3</sup></b> and are used for the following purposes:</p> <p>a) pursuing possible legal claims,</p> <p>b) compiling statistics on the activities of the Library,</p> <p>c) ensuring the security of the Library's network and information systems.</p> <p>3. The e-mail address and telephone number of the Reader may be processed <b>on the basis of consent</b> for the following purposes:</p> <p>a) notifying about the dates of returning library materials, notifying about the possibility of collecting the ordered materials and conducting correspondence of a similar nature,</p> <p>b) providing information about the activities of the Library,</p>
Categories of data recipients	An entity that maintains the library system on its servers and other entities entrusted with data processing, with the proviso that such entities do not acquire the right to independently decide on the processing of this data, but only carry out the Library's instructions.
Data storage period	<p>The period of data storage is:</p> <ol style="list-style-type: none"> <li>for data processed for the purpose of sharing and borrowing library materials, communicating with the Reader and compiling statistics - no more than 5 years from the end of the year in which the Reader last used the services of the Library, provided that he is not in debt to it.</li> <li>for data processed in order to pursue possible legal claims - until the claim is time-barred or until the end of the proceedings related to the pursuit of the claim.</li> <li>for data processed in order to document the conducted activity and inform about it - no more than 5 years from the date of the documented event, unless the data is processed for archival purposes in the public interest.</li> <li>for data processed to ensure the security of the Library's network and IT systems - no more than 5 years from the date of registration.</li> <li>for data processed on the basis of the Reader's consent - until this consent is withdrawn.</li> </ol>
Your rights, including the right to object	<p>The data subject has the right to request access to data, rectification, deletion or limitation of processing, the right to object to the processing and the right to transfer data. The admissibility of exercising certain rights depends on the legal basis of the specific processing.</p> <p>The consent may be withdrawn at any time, without affecting the lawfulness of the processing that was carried out before the withdrawal. The data subject has the right to lodge a complaint with the President of the Personal Data Protection Office.</p>
Information on the voluntary requirement and the consequences of refusing to provide data	Providing personal information is voluntary. Refusal to provide data results in the refusal to sign up to the Library or the inability to use its services.

<sup>3</sup> statutory obligations referred to in the Act on public finances, in the Act on public statistics and in the Act on computerization of the activities of entities performing public tasks.

## Chapter IV

### Library Users' rights and obligations

#### § 10

1. Users who have met the conditions listed in § 6 of the Regulations have the right to:
  - a) borrowing library materials on the terms specified in the Regulations,
  - b) using the help and advice of the Librarian, including the selection of library materials,
  - c) reporting to the head of the facility comments on the functioning of the facility under his control.
2. Upon enrollment in the Library, the User receives:
  - a) The Reader Card, which the User is obliged to present each time when using materials and library services in all the Library's facilities
  - b) online library account.
3. If the deadline for returning library materials is reached or exceeded, the online library account is automatically blocked, then you should contact the library where the library materials were borrowed.
4. In the event of loss of the Reader Card, a fee of PLN 5 is collected for the issue of another Card.
5. The replacement of the Reader Card caused by the destruction of the card by wiping the bar code or card number, theft (with confirmation) or changing the name is free of charge. The free exchange of the Reader Card will be recognized after the expired or damaged Reader Card is returned to the Librarian.

#### § 11

1. Users are required to:
  - a) know and follow the rules of the Regulations for the use of library materials and services,
  - b) take care of the entrusted library materials,
  - c) protect the Reader Card against loss or damage, do not make it available to third parties, immediately notify the Library of its loss, because Users are fully responsible for the actions of people using their Reader Card,
  - d) inform about changes in your personal data, including: name, place of residence or stay, telephone number and e-mail address,
  - e) present an identity document at the Librarian's request in order to verify the data provided by the User,
  - f) keep silence when using the computer station for the comfort of the Users using the library materials on site,
  - g) follow the requests of Library Employees and deal with them with due respect.

## Chapter V

### Rules for sharing library materials in the III Czytelnia Naukowa

#### § 12

Librarians help in finding literature on the topic of interest to the User and provide information on the library materials held and the methods of using computer catalogs.

#### § 13

1. The library materials in the storehouse of the Third Scientific Reading Room are used through the Librarian.
2. Selected library materials available in the room are reported to the Librarian in order to register their availability.

#### § 14

1. All Users are prohibited from taking any library materials outside the Reading Room, and in the event of leaving the Reading Room during work for a period longer than 10 minutes, reporting this fact to the Librarian. The Library is not responsible for personal belongings left by the User in the Reading Room without supervision.
2. Library materials (apart from reference collections and rare or particularly valuable publications) can be borrowed in the number of a maximum of 5 volumes for a period of up to 7 days.
3. The reading room allows you to borrow home library materials from the reference collection up to 3 volumes per one reading account for public holidays and hours when it is closed.
4. The reading room may refuse to borrow rare and / or particularly valuable library materials.
5. Borrowing is recorded in the computer system by linking the barcode of the Reader Card with the barcode of the library material.
6. Before leaving the Reading Room, you should check your account balance with the Librarian, and report any reservations.
7. Registering the lending in the computer system is proof of borrowing the library materials - complaints submitted after leaving the Reading Room will not be accepted.
8. The proof of the return of the library materials is the computer registration of this activity, made in the Reading Room.

## **Chapter VI**

### **Interlibrary Lending Rules**

#### **§ 15**

1. Users of the 3rd Scientific Reading Room have the right to use interlibrary lending, if the publication they are interested in is not in the collections of the Reading Room as well as in other Libraries in Warsaw.
2. The basis for borrowing is a legible reverse with the Libraries' stamp and the signature of the Librarian or an authorized representative of this institution.
3. The deadline for returning material imported by interlibrary lending from outside the seat of the 3rd Scientific Reading Room is specified by the lending library.
4. The imported materials are made available on the spot and during the opening of the 3rd Scientific Reading Room.
5. The costs related to bringing and returning the materials are borne by the User, according to the current postal price list.
6. The 3rd Scientific Reading Room carries out orders placed within 14 days from the date of filling in the order slip.

## **Chapter VII**

### **Principles of sharing library materials in lending rooms and libraries**

#### **§ 16**

1. The lending is recorded in the computer system by linking the barcode of the Reader Card with the barcode of the library material.
2. Before leaving the Library, the User has the right to check with the Librarian the status of his account and report any reservations.
3. Registering a lending in the computer system is a proof of borrowing library materials - complaints submitted after leaving the Library will not be accepted.
4. The evidence of the return of the library materials is the computer registration of this activity, made in the Library.

#### **§ 17**

The user has the right to borrow up to 15 library materials at all libraries, including: 5 academic textbooks, 5 music CDs, 2 board games, 1 e-book reader and 3 DVD films.

#### **§ 18**

1. The deadlines for returning borrowed library materials are as follows:
  - a) for books, e-books with a reader, spoken books, audiobooks, special collections and music - 35 days,
  - b) for books from the 3rd Scientific Reading Room - 7 days



- c) for board games - 30 days
  - d) for films - 7 days, without the possibility of extending the return period,
  - e) archival issues of newspapers and magazines - 7 days.
2. The total period of borrowing library materials may not exceed:
- a) for books, audiobooks, special collections and music - 105 days,
  - b) for books from the 3rd Scientific Reading Room - 21 days
  - c) for e-books with a reader - 70 days,
  - d) for board games - 60 days
  - e) for archival issues of newspapers and magazines - 14 days.
3. Before the expiry of the time limits referred to in para. 1, the Librarian may, at the User's request, extend the deadline for returning library materials, unless an order has been placed by another User. The deadline for returning library materials can be extended directly at the library, by phone, via e-mail or after logging in to the User's online library account.
4. The library shall notify the User via e-mail about the upcoming return of the borrowed library materials, however, failure to notify does not release the User from the obligation to return the library materials in a timely manner and pay the fee for their keeping.
5. Returns can be made using the library safe - detailed rules are regulated in Annex 7 to these Regulations

#### **§ 19**

Users may use the current issues of newspapers and magazines only in the library.

#### **§ 20**

1. The user may place an order for specific library materials by phone, via e-mail and using the online library account. Orders are processed on a first-come, first-served basis.
2. Ordered library materials await collection within 3 working days. If the library materials are not collected within the specified period, the order will be canceled.
3. The library informs the user about the pending library materials via e-mail. Failure to notify does not guarantee that the reservation will be left longer than specified in paragraph 2.

#### **§ 21**

1. In justified cases, especially in the case of borrowing library materials of high antiquarian, market or hard-to-purchase value, the Librarian may require the User a deposit in the amount of the market or antiquarian value, but not less than PLN 50 and not more than PLN 200.
2. The deposit referred to in paragraph 1 is a security for the return of borrowed library materials or the settlement of a possible fee for keeping library materials.
3. The deposit is returned upon the return of the borrowed library materials.
4. The deposit paid is not subject to interest.

5. The deposit is not collected within 24 months from the last visit of the User, it is transferred to the Library and constitutes its income.

## CHAPTER VIII

### Procedure in the event of delay or failure to return library materials, their loss, destruction or damage

#### § 22

1. The user who did not return the library materials within the prescribed period (§ 18 of these Regulations) and did not renew the library materials is obliged to immediately return the library materials as well as pay the Library a fee for keeping the library materials for each day of delay counted from the first day after the return date, in the amount of:
  - **PLN 0.30** from one copy of the book (also applies to books from the 3rd Scientific Reading Room), e-book, spoken book, audiobook, music and special collections,
  - **PLN 0.50** from one board game
  - **PLN 2** from one movie title and e-book reader,
  - **0.10** PLN per one newspaper and / or magazine title,and costs incurred by the Library in the form of sent reminders. The cost of sending the reminder is charged according to the current postage fees.
2. The fee for each day of keeping library materials (except for e-book readers) is charged up to the amount of PLN 300, and if this amount is exceeded, late payment interest will be charged.
3. The fee for each day of detaining the e-book reader is charged up to PLN 1,000, and if this amount is exceeded, late payment interest will be charged.
4. Debts towards the Library as at 31/12/2021 in excess of PLN 300. for 1 library material (except e-book readers) and PLN 1,000. for 1 e-book reader, they are retained and interest for late payment will be charged on these amounts from 01/01/2022

#### § 23

1. If the User fails to meet the deadline for returning library materials specified in § 18 item 1 and sec. 2 of these Regulations, the manager of the library office sends a reminder to the User calling for the immediate return of the borrowed materials.
2. After receiving the reminder, the User is obliged to immediately return the borrowed library materials, pay the fee for their keeping and sending the reminder.
3. A user who has not returned library materials or has not paid the fee for their keeping and for sending a reminder loses the right to use lending and library services in all libraries until the obligations towards the Library are settled.

## § 24

1. If the library materials have been lost or damaged by the User, the User should provide the Library - within 14 days - with a copy of the same publication or another indicated by the Librarian. At the request of the User, the term may be extended by the Head of the facility.
2. In the event of failure to comply with the obligation referred to in paragraph 1, the User will be obliged to pay the Library compensation equal to the antiquarian or market value of the lost copy, determined by the Head of the facility.
3. The degree of wear and tear of library materials does not affect the amount of the agreed compensation. In exchange for the lost copy, the User may, in consultation with the Head of the Institution, provide the Library with other library material.
4. In the event of loss or damage of the magazine, the User is obliged to pay a cash equivalent in the amount of the purchase price of the newspaper and/or magazine.

## § 25

1. If the User fails to fulfill the obligations provided for in this chapter, the Library will pursue its claims using the debt collection procedure.
2. The debt collection procedure begins with the sending of the first of the three reminders referred to in § 23. All reminders are sent in the form of ordinary mail. The template of the reminder is attached as Annex 9 to these Regulations.
3. In the event of failure to settle the obligations towards the Library within 30 days from the date of sending the third reminder, according to the Library's choice, a pre-trial request for payment is sent to the User by registered mail with return confirmation of receipt. The template of the pre-trial request for payment is attached as Appendix 10 to these Regulations.
4. The Library reserves the right to choose further procedures in the form of court proceedings or authorizing the debt collection agency to enforce obligations towards the Library.
5. All costs related to the initiation and conduct of debt collection, court and enforcement proceedings are charged to the User in full.
6. In the debt collection procedure, the user reports to the library from which he borrowed library materials to return them and settle the amount due.
7. The user repays:
  - a. cash or non-cash at the facility belonging to the Library where the lending took place during its opening hours for Users,
  - b. to the Library's bank account provided in the pre-court request for payment by traditional bank transfer or via PayU after logging in to the online library account.
8. The Library will credit the deposit paid by the User towards the compensation.

9. In justified random events (e.g. theft, fire), the Library may refrain from pursuing the claims provided for in this chapter from the User, after presenting a document issued by authorized services. The decision is made by the Library Director.

## **Chapter IX**

### **Principles of granting allowances in the repayment of receivables**

#### **§ 26**

1. In justified random cases, at the request of the User, amounts due up to PLN 100 may be redeemed in part or in full. The application template is attached as Appendix 11 to these Regulations.

2. The decision to redeem the receivables referred to in point 1 is taken by the head of the library in which the User used the library services.

3. A receivable with a value from PLN 100 to PLN 10,000 may be redeemed in whole or in part at the request confirmed by the User's documents when the collection of the receivables threatens the existence of the User or there is a reasonable assumption that the costs of debt collection related to the investigation and enforcement would be equal to or higher than the amount the amount receivable or receivable would be irrecoverable. The application template is attached as Appendix 12 to these Regulations

4. The entire amount may be redeemed up to the amount of PLN 10,000 in the case of:

a. death of the User,

b. when there is a reasonable assumption that the debt collection procedure will not obtain an amount higher than the costs of investigation and enforcement under separate provisions.

5. In the cases referred to in point. 3. of these Regulations, and especially in problematic and difficult situations, the decision to redeem the receivables in whole or in part is made by the Director of the Library after consulting a legal advisor.

## Chapter X

### Breach of statutory obligations

#### § 27

1. The following sanctions may be applied to persons who violate the provisions of the Regulations:

- a. limiting the number of items borrowed to only one in all branches,
- b. temporary or permanent deprivation of the right to use some or all of the Library's services.

Decisions in these matters are made by the head of the facility. The decision may be appealed against to the Library Director.

2. In the event of documented abuses, the Library may take actions provided for by law, including notifying the law enforcement agencies.
3. Librarians are authorized to control and enforce the provisions of these Regulations and to provide explanations and interpretation of its provisions.

## Chapter XI

### Ordering provisions

#### § 28

1. Outer clothing, backpacks and large bags, as well as umbrellas, etc. should be left in the designated area.
2. The library is not responsible for any items left behind.

#### § 29

1. The librarian has the right to refuse to provide services to people:
  - a. behaving aggressively towards other Users or Library employees,
  - b. using words commonly considered offensive,
  - c. intoxicated or under the influence of other intoxicants that are dangerous or burdensome for other Users and Library employees,
  - d. which, with a low level of hygiene, deviate from generally accepted standards.

#### § 30

It is forbidden to play sounds aloud, smoke tobacco and e-cigarettes, and consume alcoholic beverages and intoxicants in the Library.

#### § 31

The User is obliged to use the Library and its premises in a manner that takes into account the needs of other Users.

#### § 32

1. Users who bring animals to the premises of the Library are required to:

- a. to take precautionary measures to protect the health and life of humans and animals, taking into account the following principles:
- dogs should be led on a leash, unless we are able to control them in a direct other way,
  - dogs belonging to breeds considered aggressive pursuant to the Regulation of the Minister of Interior and Administration of April 28, 2003 on the list of dog breeds considered aggressive (Journal of Laws 2003.77.687) should be muzzled;
- b. promptly remove debris left behind by animals;
- c. ensure that animals are not a nuisance to people using the Library.
2. Users who bring animals into the Library area are fully responsible for any damage caused to the Library or third parties by them and are obliged to repair them.
3. Library employees may order a person who does not comply with the above rules to leave the Library.

### **§ 33**

In the event of life or health threatening situations, persons staying on the premises of the Library should strictly follow the instructions given by the Library Employees.

## **Chapter XII**

### **Examination of appeals**

### **§ 34**

1. The User has the right to appeal against the decision of the head of the facility to the Director of the Library, in particular in the following matters:
  - a. denial of the right to use library materials and library services,
  - b. the amount of the deposit required when borrowing library materials,
  - c. determining the value of library materials lost or damaged by the User,
  - d. determining the amount of repair costs for damaged library materials or library equipment,
  - e. billing.
2. The User shall appeal in writing the appealed decision within 7 days from the date of notification.
3. The appeal should be considered within 30 days from the date of its submission. The decision of the Library Director is final.

## **Chapter XIII**

### **Final Provisions**

### **§ 35**

In matters not covered by these Regulations, the provisions of the Civil Code shall apply.

Annex 1 to the Regulations for the use of materials and services

Public Library in the Wola District of the Capital City of Warsaw

implemented by Order no. 38/2021

of December 15, 2021

**I. Price list of printouts from databases and reprographic services (photocopying)**

1. Color printing and photocopying:

- a. one-sided A-4 format                    **1 PLN**
- b. double-sided A-4 format                **2 PLN**
- c. one-sided A-3 format                    **2 PLN**
- d. A-3 format on both sides                **4 PLN**

2. Black and white printing and photocopying:

- a. one-sided A-4 format                    **0.30 PLN**
- b. double-sided A-4 format                **0.60 PLN**
- c. one-sided A-3 format                    **0.50 PLN**
- d. A-3 format on both sides                **1 PLN**
- e. on A-4 colored paper                    **0.50 PLN**
- f. on A-3 colored paper                    **1 PLN**

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Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

**Rules for using the Internet, computers, computer software package and other library services**

**§ 1**

1. Library services, including access to computers and the Internet, can only be used by persons with a Reader Card.
2. Access to computers and the Internet is possible only at positions designated and activated by the Librarian on duty.
3. The User benefits from free access to a computer and Internet resources within the scope of the basic subject of the statutory activity of the Library. Individual work with a computer or a search session on a given day may take up to 60 minutes.
4. In other cases beyond the statutory tasks of the institution, an individual search session may last a maximum of 30 minutes during the daily opening of a given facility.
5. Priority in access to the computer is always given to the Users who have not used the computers on a given day. In Libraries for Children and Youth and in the 12th Youth Reading Room, children and adolescents have priority in using computers.
6. A computer station left by the User for more than 10 minutes will be made available to another User, without securing the previously retrieved data.

**§ 2**

1. The commencement of work by the User at the computer is tantamount to accepting the configuration of the computers. This configuration was created by the Library for the protection and security of data and it assumes the limitation of some functions. The user acknowledges that it is not possible to change the configuration of computers to individual needs and preferences.
2. Software for monitoring computers in the network is installed on the computers provided to the Users. The User acknowledges and accepts:
  - a. monitoring his work at any time by the Librarian on duty,
  - b. Immediate termination of the session by the Librarian on duty, if the User deems that the User performs undesirable activities, even if they are not included in the Regulations.



3. The sound played on computer workstations may be emitted only through headphones, with the sound intensity not interfering with other Users' work. The exception is the 3rd Scientific Reading Room, where it is completely forbidden to listen to the sound, because it is a place of quiet work.

### **§ 3**

Users are prohibited from:

- a. attempts to install software on library computers that has not been installed by the Library Employees,
- b. actions that cause devastation or damage to computers and their equipment, disorganization of the computer network and destruction of software,
- c. making any changes to the configuration of computers, attempts to break the existing system security, using personal settings and preferences, including the use of passwords and codes,
- d. using computers and the Internet to commit illegal acts, in particular performing activities that violate the Copyright and Related Rights Act,
- e. use websites and distribute materials containing: pornography, drastic scenes, promoting violence, racism, as well as content offending the feelings of others,
- f. conducting commercial activities,
- g. mass distribution of advertising content (the so-called spam), conducting serial correspondence, sending large attachments, as well as other activities disrupting the operation of the network,
- h. moving to the next computer workstations multiple times a day - without the consent of the Librarian on duty.

### **§ 4**

1. Before finishing work with the computer, the User is obliged to save the found, downloaded and created data on his own data carriers.
2. After finishing work at a computer station, the User is obliged to delete all files that have been saved, downloaded or generated on it. The User acknowledges that any files, passwords and data left by him on his computer will be available to subsequent Users of the computer.
3. The Library is not responsible for the loss of improperly saved data and for data left by the User on computer stations, in particular passwords, personal data, confidential data, etc., and reserves the right to delete them.
4. The library is not responsible for private data carriers left at the computer workstation and for data lost as a result of a computer system failure or power failure.
5. The user takes care of the security of his data on his own. The Library is not responsible for the transactions carried out by the User via the Internet. It is also not responsible for the operation of the software downloaded from the Internet, or for any damage caused directly or indirectly by the fact that the User used the Internet.

## § 5

1. In case of technical problems with the computer or software, the Librarian should be notified immediately. It is unacceptable for the User to make any independent repair attempts.
2. The Library and its employees do not run a service on Users' computers and devices used to connect to the Wi-Fi network. Any possible hardware conflicts that prevent proper operation in the wireless computer network, the User is obliged to remove on his own.
3. The library does not guarantee that the resources provided are complete and free from defects.

## § 6

If during the use of the computer workstation, the User's fault has caused mechanical or software damage to the computer hardware and software, the User is obliged to cover the costs of its repair. If the User is a minor, the parents or legal guardians are responsible.

## § 7

1. Library institutions provide computer and reprographic services according to their hardware capabilities. The Library reserves the right to change the scope and availability of computer and reprographic services.
2. The user has the option to:
  - a. free scanning of the necessary materials,
  - b. making paid prints and copies after prior notification to the Librarian of such a need.

## § 8

1. The use of databases, multimedia publications, Internet resources and any information, bibliographic and reprographic services may not be in violation of the provisions of the act on copyright and related rights referred to in § 2 para. 2 of the Regulations of using the materials and services of the Public Library [...].
2. The possibility of copying data onto your own media is allowed only in compliance with the conditions contained in sec. 1.
3. The copying service is provided against payment. Price list according to the annex to the Regulations.

Annex 3 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

**Regulations for renting movies**

**§ 1**

1. Using the film collections is free of charge:
2. You can rent no more than 3 films at a time.
3. Movies are rented for 7 days, with no possibility of extension (series are exceptions).

**§ 2**

1. When returning the borrowed film collections, you should notify about any damage, do not make any repairs on your own.
2. Copying videos is prohibited.
3. The rented movies may not be made available to other persons and cannot be played publicly.
4. The User is responsible for damages resulting from the destruction, damage or loss of the film.
5. The amount of compensation for the destruction, damage or loss of the film is determined by the head of the facility, depending on the current market value. In the event of loss of a publication that is part of the whole, the User covers the costs of the whole.
6. The User is obliged to read the content of these Regulations and to apply the provisions contained therein.
7. In matters not covered by these Regulations, the provisions of the Regulations on using the collections of the Public Library in the Wola District of the Capital City of Warsaw shall apply accordingly. Warsaw and the relevant legal provisions.

Annex 4 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

### Regulations for electronic book readers (e-books) lending

1. E-book readers (e-books) can only be borrowed by people over 18 years of age, with a valid Reader card and with no outstanding obligations to the Library.
2. One person can borrow 1 reader.
3. The reader is provided free of charge.
4. The reader can be borrowed for 35 days.
5. The condition for borrowing the reader is signing a statement, a template of which is attached as Appendix A to these Regulations. By signing the declaration, you accept these Regulations.
6. The deadline for returning the reader is subject to a one-time extension within a maximum period of 35 days.
7. The user is obliged to return the reader within the specified period. After the deadline for return has elapsed, the Library begins the procedure of recovering the borrowed equipment.
8. The user may select books in the electronic version from the Library's resources in the e-book database in the SOWA system within the account limit. Items indicated (reserved) by the User will be uploaded to the library reader by the Librarian.
9. The user may borrow e-books only from the facility where he borrowed the reader.
10. The user has the right to use the library reader and the files uploaded on it only for their own use, in accordance with applicable law. In particular, the user is not entitled to:
  - ✓ disseminating or marketing the reader and e-books uploaded to it, in whole or in part,
  - ✓ modify the content of e-books,
  - ✓ commercial use of e-books, in particular disseminating their content and introducing them to Internet networks,
  - ✓ sharing your e-book reader with other people.
11. In the event of detecting the use of e-books in violation of the law or the provisions of these Regulations, the Library and authorized third parties will be able to submit appropriate claims against the User in this respect.
12. The user is obliged to take care of the condition of the reader and to use it in a manner consistent with its intended use and the user's manual.

13. Each reader is equipped with: a case and a USB cable. At the time of borrowing the reader, the User is obliged to check its functioning and completeness of the equipment.
14. The user should inform the Library about all noticed damage to the equipment or its malfunction.
15. At the time of return, the reader and additional equipment should be complete and not deteriorated from the moment of borrowing by the User, as well as with a set of electronic books loaded on the reader.
16. When returning the reader, the Librarian is obliged to check the physical condition of the device, as well as the completeness of the borrowed set.
17. After the return of the device, the Library reserves the right of five working days for the e-book reader to be checked by the Library's IT specialist.
18. The user is fully responsible for the borrowed reader. In the event of loss or inability to return the reader and its accessories, the User is obliged to pay the Library compensation in the amount corresponding to the current market price of the unreturned reader or its accessories.
19. In the case of return of a damaged reader, the User is obliged to cover the costs of its repair, and if it is impossible to repair the damaged equipment - to pay compensation in the amount specified in point 18 of these Regulations.
20. The library charges a fee of PLN 2. - for each day of exceeding the deadline for returning a borrowed reader plus PLN 0.30 for each e-book.
21. For sending a reminder (a reminder about the exceeded deadline for returning an e-book reader), the Library charges a fee in the amount of shipping costs incurred.
22. The fees and compensation referred to in points: 18, 19, 20 and 21 should be settled immediately. In the event of a refusal to pay fees or compensation, the Library will pursue its claims through a debt collection company or in court proceedings.
23. The User receives a receipt for the fees paid.
24. The User is obliged to read the content of these Regulations and to apply the provisions contained therein.
25. In matters not covered by these Regulations, the provisions of the Regulations on using the collections of the Public Library in the Wola District of the Capital City of Warsaw and the relevant legal provisions shall accordingly apply.



Annex A to Annex 4 to  
the Regulations for lending electronic book readers (e-books)  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

**STATEMENT**

Hereby I, the undersigned:

(first name and last name ).....

residing in .....

(zip code, city, street, house number, apartment number)

PESEL No. ....

Phone number .....

e-mail .....

I declare that I have read the content of the REGULATIONS FOR LENDING ELECTRONIC BOOKS (e-books). I declare that in the event of loss, theft or destruction of the reader or accessories belonging to the reader and in the event of the need to repair them, I will be financially responsible in the amount specified in the Regulations.

.....

(date and signature of the Borrower)

I declare that on ..... I borrowed from the Public Library of the Wola District of the Capital City of Warsaw, a well-functioning e-book reader with the registration number ....., a case and a USB cable.

.....

(date and signature of the Borrower)

I confirm the return of the reader with the serial number ..... with accessories undamaged / damaged

.....

.....

Date and signature of the Librarian.

Date and signature of the User

Annex 5 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

## **Regulations for borrowing board games**

### **§1. GENERAL TERMS**

1. The Regulations define the rules and conditions for borrowing board games, hereinafter referred to as "Games", from the collection of the Public Library in the Wola District of the Capital City of Warsaw, hereinafter referred to as "the Library", by persons enrolled in the Library, hereinafter referred to as "Readers".
2. Detailed rules for joining the Library are specified in the Regulations for the use of materials and services of the Public Library in the Wola District of the Capital City of Warsaw.

### **§ 2. LENDING**

1. Renting Games is a free service.
2. Lending can only be made by Readers registered in the Library, having read and accepted these Regulations, and who have a valid Reader's card, which they should show each time.
3. Games can be borrowed for a period of 30 days.
4. The Reader may borrow a maximum of 2 Games at a time.
5. The games can be renewed at one time up to a maximum of 30 days.
6. Reserved Games cannot be renewed.
7. Games borrowed by the Reader are registered in the Library's computer base at the Librarian on duty and assigned to a specific Reader.
8. In justified cases, the Library employee has the right to refuse to lending the Game to the Reader.
9. The Library has the right, in justified cases, to request the return of the Game before the statutory return deadline or at the time of lending to reserve an earlier return date.

### **§ 3. DELAYING THE RETURN OF ASSETS**

1. The Game is borrowed and returned at the Library's premises.
2. The Reader is obliged to return the borrowed Game in a timely manner.
3. The returned Game should be returned to the Librarian. Leaving the Game on the counter or elsewhere in the Library is not considered a return. The reader is fully responsible for any damage caused by an incorrect return.

4. For games not returned on time, the Library charges the Reader a detention fee in the amount of **PLN 0.50** for each subsequent day started and sends reminders according to the Regulations.

#### **§ 4. RESPECTING AND SECURING THE COLLECTION OF BOARD GAMES**

1. The Library puts the complete Games at the Reader's disposal. The games that are borrowed are the property of the Library.
2. The Reader undertakes to take care of the borrowed Game, ie the borrowed Games should be returned in a non-deteriorated condition resulting from normal use.
3. Each Game has a specification that includes all its features. The Reader should check the condition of the Game before borrowing it according to the attached list. Any deficiencies or damages should be reported prior to the rental. Failure to report any defects or damage to the Game is treated as a lending for the complete Game.
4. The librarian who collects the borrowed Game from the Reader is obliged to check the technical condition and completeness of the Game, in accordance with the specification containing its full equipment, within 5 working days from the date of return.
5. If the Librarian finds that the Game is incomplete in relation to its specification, he will contact the User in order to determine the further procedure.
6. The Reader bears full financial responsibility for damages caused by improper use of the Game, as well as for its loss or incompleteness.
7. In the event of damage, loss or incompleteness of the Game, the Reader is obliged, after agreeing with the Librarian, to:
  - a) redeeming an identical item,
  - b) payment of a fee, the amount of which is to be agreed with the head of the branch,The reader undertakes to perform one of the above-mentioned activities within the period agreed with the Librarian. All the above-mentioned situations will be considered individually.
8. The Library issues a receipt to the Reader for the sums paid as compensation.
9. Failure to settle the amount resulting from the detention, loss or damage to the Game will deprive the Reader of the possibility of using the Library's collections and services until the payment is settled.
10. If, at the request of the Library, the borrowed property is not returned or the receivables due to the Library are not paid, the Library will pursue its claims through a debt collection company or in court proceedings.





## **§ 5. FINAL PROVISIONS**

1. In matters not covered by these Regulations, the provisions of the Regulations of the Public Library in the Wola District of the Capital City of Warsaw shall apply.
2. In matters not regulated in the Regulations, the right to make a decision lies with the Director of the Library.

Annex 6 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

### Principles of payment for services

1. Fees for late return of library materials may be made:
  - a. in person in cash or in a non-cash form with a payment card in all the Library's offices (payment confirmed with a printout),
  - b. via the electronic payment system implemented by PayU S.A.
2. Services for which the payment can be made electronically, together with the due amounts, are visible on the User's account in the library system.
3. Access to the library's fee collection service via electronic banking is possible after logging in to the reader's account in the Library's online catalog in the Account tab. The library website will redirect the user to the PayU transaction website, where the payment can be made.
4. The amount to be paid generated by the website cannot be divided into installments.
5. After completing the procedures related to the payment of the fee, the user receives a confirmation of the transaction to the e-mail address reported in the library system.
6. PayU charges a fee of 1.50% of the transaction value for each transaction. The fee is added to the transaction amount.
7. The fee applies to all payment methods in the PayU service: payment cards (Visa MasterCard), BLIK, electronic payments.
8. Removal of electronically settled fees by the user is made at the time the transfer is credited to the bank.
9. Complaints related to the electronic banking service should be reported directly at the branch or to the e-mail address [it@bpwola.waw.pl](mailto:it@bpwola.waw.pl)
10. The complaint must be submitted within 14 days from the date on which the Service was performed or was to be performed.
11. The complaint is considered within 14 days from the date of its receipt on the above-mentioned e-mail address.
12. If the complaint cannot be considered within this period, the Administrator will notify the User by e-mail about the reasons for the delay and the expected date of considering the complaint.
13. The library is not responsible for technical problems on the part of the PayU transaction service.
14. Fees for paid library services may be made in person in cash or cashless by means of a payment card in all Library locations (payment confirmed with a printout)

Annex 7 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

## Regulations of using the library night deposit box

### § 1

1. The regulations define the terms and conditions of returning library materials to the night safe at:
  - a. Biblioteka Publiczna w Dzielnicy Wola m.st. Warszawa at al. Solidarności 90
    - Wypożyczalnia dla Dorosłych i Młodzieży nr 32
    - Biblioteka dla Dzieci i Młodzieży nr 21 „Komiksowo” and XII Czytelnia Młodzieżowa
    - III Czytelnia Naukowa
  - a. Wypożyczalnia dla Dorosłych i Młodzieży nr 10 at Wolska 75
  - b. Wypożyczalnia dla Dorosłych i Młodzieży nr 80 and Biblioteka dla Dzieci i Młodzieży nr 36 at Redutowa 48
  - c. Wypożyczalnia dla Dorosłych i Młodzieży nr 91 and Biblioteka dla Dzieci i Młodzieży nr 46 at Chłodna 11
  - d. Wypożyczalnia dla Dorosłych i Młodzieży nr 106 and Biblioteka dla Dzieci i Młodzieży nr 32 at Twarda 64
2. Only books and newspapers borrowed from the branch where the coin deposit is located may be returned to the safe. Books should be returned one by one by inserting them into the designated hole, with the spine facing the slot.

### § 2

It is forbidden to put into the depository other items or materials that are not subject to borrowing.

### § 3

1. Library materials returned via the night safe will be debited from the User's account on the next business day.
2. The library is responsible for reintroducing the library material to the collections to be borrowed.
3. The user is obliged to check his online library account. Any doubts and complaints should be reported to the appropriate branch of the library, in person, by phone or e-mail.

4. The suspension of charging for retained library materials (in the event of untimely return) takes place at the time of registration of the return in the library system, and not when the book is placed in the safe.
5. Delayed return of library materials (exceeding the deadline for return) does not release the User from paying the fee for an untimely return of the book.

#### **§ 4**

In the case of unnoticed damage or dirt on the returned library materials, the Library reserves the right to ask the User for explanations.



Annex 8 to the Regulations for the use of materials and services

Public Library in the Wola District of the Capital City of Warsaw

implemented by Order no. 38/2021

of December 15, 2021

### Library application form

We offer libraries the possibility to borrow books from our collections free of charge.

To place an order, please fill out the form below.

#### Name of the library submitting the orders

#### Postal address of the library placing the order

Street and number

ZIP code and city

#### Data of the person authorized to place orders

First name and last name

Contact e-mail address:

Phone number:

#### Bibliographic data of the ordered books:

Author:

Title:

Publication date:

Signature:



Author:

Title:

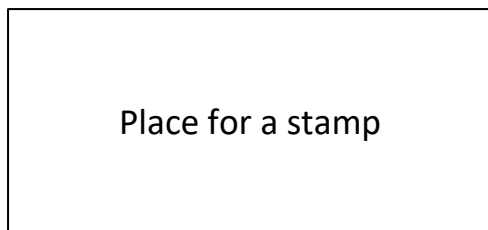
Publication date:

Signature:

By renting the abovementioned materials, I declare that I take full responsibility for their condition and timely return.



Annex 9 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021



**SURNAME AND NAMES**

**STREET HOUSE NO. APARTMENT NO.**

Date: DD.MM.YYYY

Public Library Warsaw - Wola

**PROMPT**

**<BAR CODE>**

MON202107010117172

**The Library asks for the immediate return of the following retained copies:**

No.	ID	Catalog description of the held items	Rental date	Deadline for return	The fee is PLN.
	Institution				
1.	XXXX — XXXXXX-XX	Xyz ...	DD.MM.YYYY	DD.MM.YYYY	Zł, GR
	Facility sign (street)				
2.	XXXX — XXXXXX-XX	Xyz ...	DD.MM.YYYY	DD.MM.YYYY	Zł, GR
	Facility sign (street)				
3.	XXXX — XXXXXX-XX	Xyz ...	DD.MM.YYYY	DD.MM.YYYY	Zł, GR
	Facility sign (street)				

**Note: Fees are calculated on DD.MM.YYYY.**

Earlier receivables:

Zł, GR

**Down** on the day of returning library materials, the fee increases daily for each copy not returned on time.

Cost of the current prompt:

Zł, GR

The prompt contains items that are prompted for the X time.

Together to pay:

Zł, GR



Annex 10 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

Warsaw, .....

.....

Creditor's details

.....

User data

### **Pre-trial request for payment**

Public Library in the Wola District of the Capital City of Warsaw calls for payment of the amount due in the amount of PLN ..... (in words: .....  
.....) within 21 days of the delivery of this summons.

The above amount is due to the failure by you to return the library materials for which we asked for return in the reminders of .....

Please pay the specified amount to the following bank account:

**Bank Polska Kasa Opieki SA**

**28 1240 1037 1111 0010 3982 6502**

The payment can be made via a traditional transfer or via PayU after logging in to the online library account

**Please be advised that in the event of failure to settle the outstanding amount within the prescribed period, the matter will be referred to court.**

**We also ask you to return the borrowed library materials in accordance with the attached prompt.**





Annex 11 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

Warsaw, .....

.....  
User's first and last name

.....  
User's card number

.....  
correspondence address

.....  
phone number / e-mail

**To the Branch Manager:**

.....  
.....

**Public Library in the Wola District  
of the capital city of Warsaw**

**Application**

I am asking for .....  
receivables due to the Public Library in the Wola District of the Capital City of Warsaw due to  
untimely return of library materials in the amount of ..... . (say:  
..... PLN).

I justify the impossibility of one-time and timely repayment of the debt:

.....  
.....  
.....  
.....  
.....  
.....  
.....



**I confirm the truthfulness of the data contained in this application with my own signature  
and inI have a positive consideration of my request.**

.....

legible signature of the User

The administrator of personal data is the Public Library in the Wola District of the Capital City of  
Warsaw. Full information on the processing of readers' personal data is available on the website at:  
<https://www.bpwola.waw.pl/ochrona-danych-osobowych/>.



Annex 12 to the Regulations for the use of materials and services  
Public Library in the Wola District of the Capital City of Warsaw  
implemented by Order no. 38/2021  
of December 15, 2021

Warsaw, .....

.....  
User's first and last name

.....  
User's card number

.....  
correspondence address

.....  
phone number / e-mail

**Director**  
**Public Library in the Wola District**  
**of the capital city of Warsaw**  
**01-003 Warsaw, al. Solidarności 90**

**Application**

I am asking for .....  
receivables due to the Public Library in the Wola District of the Capital City of Warsaw due to  
untimely return of library materials in the amount of .....  
(say: ..... PLN).

I justify the impossibility of one-time and timely repayment of the  
debt: .....  
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**I confirm the truthfulness of the data contained in this application with my own signature and in I have a positive consideration of my request.**

..... ..  
legible signature of the User

The administrator of personal data is the Public Library in the Wola District of the Capital City of Warsaw. Full information on the processing of readers' personal data is available on the website at:<https://www.bpwola.waw.pl/ochrona-danych-osobowych/>.