

## REGULATIONS OF SERVICES PROVIDED BY ELECTRONOC MEANS BY DRUTEX S.A.

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### § 1. GENERAL PROVISIONS

1. The Regulations define detailed rules of provision of services by DRUTEX Spółka Akcyjna based in Bytów in Lęborska 31 street, registered in the National Court Register under number 0000140428 kept by the District Court, VIII Commercial Division of the National Court Register in Gdańsk, with founding capital of 28.712.000,00 PLN paid fully, tax identification number (NIP) 8421622720. The services regard Drutex E-Portal at <https://e-portal.drutex.pl>.
2. The Regulations are regulations mentioned in article 8 of the act on provision of services by electronic means and they define rules of provision of services by Drutex in the Portal.
3. The portal Regulations are available free of charge for each User at <https://e-portal.drutex.pl/en-us/document/regulations> in order to enable downloading, recording and printing the Portal Regulations.
4. Activation and usage of the portal is free of any charge for the Users.
5. The Portal is not dedicated to individuals as consumers.
6. The portal User, before using the services, shall confirm that he/she has taken note of the Portal Regulations as a separate statement of will submitted in electronic form by ticking the appropriate box in the Portal.

### § 2. DEFINITIONS

Whenever in these Regulations the mentioned terms are used, they will have the following meaning:

- a) DRUTEX – means DRUTEX Spółka Akcyjna company based in Bytów in Lęborska 31 street, registered in the National Court Register under number 0000140428 kept by the District Court, VIII Commercial Division of the National Court Register in Gdańsk, with founding capital of 28.712.000,00 PLN paid fully, tax identification number (NIP) 8421622720.
- b) Personal Data- information about the identified or identifiable User's workers as well as Clients and Users who have the status of self-employed persons.
- c) Personal Data Controller - DRUTEX Spółka Akcyjna (DRUTEX S.A.)

- d) Client – means legal person, organizational unit without corporate existence, a self-employed person, involved in business with DRUTEX, where DRUTEX is obligated to issue VAT invoices in respect of delivered services or goods.
- e) User – means Client who has an email address, registered and using services provided by DRUTEX in electronic form within the Website,
- f) Documents – Documents delivered to Clients by DRUTEX, other than e-invoice, in particular: request for payment, notifications, changes in price lists, changes of General Terms and Conditions, changes of Terms and Conditions, information leaflets etc.,
- g) Service – service defined by the Regulations,
- h) Website – means the Internet service that belongs to DRUTEX, available at <https://e-portal.drutex.pl/>,
- i) Regulations – means the regulations, defining rules for using the Website.
- j) Account – means the webspace of the registered Client, i.e. the User registered in the Website, available after logging in, within the Account the User may create Subaccounts for other persons authorized by the User.
- k) Subaccount – means the webspace separated in the User's Account created in the Website, enabling other persons authorized by the User to use the Website functionality, available upon logging in.
- l) User's Profile- a collection of data, information and other content provided voluntarily by the User for the Website, which is collected and processed in an orderly manner in the IT system by the Website administrator with the User's consent, for the provision of the Services.

### **§3 SERVICES PROVIDED THROUGH THE WEBSITE**

1. The Regulations include Services provided electronically (Services) listed below:
  - a) Handling trade and technical reports,
  - b) Overlooking information regarding current and archival accounts resulting from the Contract execution concluded by the User with DRUTEX, ,
  - c) Providing through the contact form complaints, comments, conclusions (through appropriate contact forms), whose form is not specified in the contract,
  - d) Sending notifications connected with the execution of the Contract, Order
  - e) Handling reports regarding a change in personal data, address, and changes in contractual data such as: correspondence address, email address, phone number and fax number;
  - f) Submitting a declaration about opting out of E-Invoice service
  - g) Handling payments (including e-payments),
  - h) Submitting instructions – e.g. reimbursement,
  - i) Viewing invoices,
  - j) Access to other applications provided by DRUTEX ,

- k) Learning about DRUTEX product range,
  - l) Ordering contact with a consultant through the application form,
  - m) Receiving notifications connected with the contract execution e.g. by SMS or email with information about current account and changes in the offer, ,
  - n) Presenting most commonly used documents (templates of contracts, applications, service regulations etc.),
  - o) Informing about offers and other events important for the Clients (e.g. delivery limitations, planned changes in services etc.).
2. Due to continuous Service development, their functional scope may be changed.
  3. Information about modifications is posted as current announcements in the Website and does not constitute an amendment.

#### **§ 4. USER REGISTRATION**

1. In order to register in the Website it is necessary to:
  - a) Provide register data and other Client data by the Client,
  - b) Take note of the Regulations and accept its provisions by ticking the Regulations acceptance box in the form during registration in the Service,
  - c) Submit by the Client other consents and declarations required by the Website.
  - d) Complete the registration process by activating the Account through the link sent by DRUTEX to the email address indicated in the Website.
2. The basis for registration in the Website is providing the Client's NIP (tax identification number), invoice number, the amount of the invoice and the email address. .
3. During the registration process the User shall provide the email address which will also constitute the Website login, and the Client is obligated to set a Website password. The email address must be unique in the Website, that is it must not be used by another User.
4. During the registration process, that may take up to 4 days, the Website shall verify the data provided by the Client in the Website. The Client is informed about the successful completion of the registration process by receiving a message with an activation link or information about refusal to set up the account.
5. Upon registering in the Website and submitting declaration mentioned in paragraph 2 lit. a)-c) above, the Client becomes the Service User and states that:
  - a) the email address provided in the registration form is correct and active;
  - b) he/she shall ensure the data provided to DRUTEX is up to date and correct.
6. Upon registering and logging in, the User is entitled to use the Website functionality and to execute changes in the User's data within own Account, in particular to update the email address, contact data, login, password and to withdraw any consent given during the registration.
7. The Client may have only one Account in the Website.
8. The Account User is entitled to create, within the Account, Subaccounts for persons authorized by the User to use services provided by the Service. Access to data in the Account is the same for Users and for owners of the Subaccount.

9. If the User is not a Client, the User, through registration in the Website, confirms that he/she is authorized by the Client to register or to use, on his behalf, the Account and all functionalities provided, including – if it is possible within the provided functionalities:
  - a) learning about all information regarding the Contract, available in the Website, including information about accounts, order data, complaints, the content of declarations submitted through the Website and correspondence conducted with DRUTEX through the Website;
  - b) performing all duties, on behalf of the Client, connected with the execution of the related Contract to the extent enabled by the Website functionality, i.a. making payments and conducting correspondence with DRUTEX;
  - c) submitting, on behalf of the Client, declarations, if submitting such declarations is enabled by the Website, in particular:
    - declarations about receiving marketing content;
    - declarations about receiving e-invoices;
    - declarations regarding changes in Client's personal data.
10. The Controller is obligated to delete the Client's data from the list of the Website users following his/her each request by correspondence or email sent to the Controller's address. Such request results in deleting the Client's Account in the Website.

#### **§ 5. THE RULES FOR USING THE WEBSITE SERVICES**

1. The Website is available to Users 24/7. DRUTEX reserves the option to carry out interruptions in access to the Website due to the necessity to conduct periodic maintenance of the IT system.
2. DRUTEX may at all times, without providing reasons, modify Services available in the Website, as well as expand or suspend their operations, and add new services.
3. DRUTEX reserves the right to change the rules of the Website functions.
4. DRUTEX has the right to block the User's access to the account if he/she uses it contrary to the Regulations or unlawfully.
5. DRUTEX has the right to block execution of an order if there is a reasonable doubt regarding its authenticity or concordance with the actual state.
6. The User is entitled to use the Website in accordance with its function. The User is obligated to protect the login and password against access by unauthorized third parties.
7. DRUTEX undertakes to make every effort to ensure the possibility to use the Service Website by the User. User's access to the Website may be temporarily limited due to technical reasons.

#### **§ 6. PERSONAL DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION**

1. Personal data input into the Website will be processed exclusively for correct running of the Website basing on contracts concluded with Users.

2. Contact with the personal data controller, appointed by DRUTEX S.A. may be carried out by the email address: [gdpr@drutex.com.pl](mailto:gdpr@drutex.com.pl).
3. Personal data is collected in order to:
  - 1) execute the Contract pursuant to Article 6 (1) (b) GDPR,
  - 2) direct marketing of controller's own products or services pursuant to Article 6 (1) (f) GDPR,
  - 3) claims to the non-performance of the Contract pursuant to Article 6 (1) (f) GDPR ,
  - 4) providing the service of eInvoice in electronic form pursuant to Article 6 (1) (a) GDPR,
  - 5) logging the operations of User's accounts and subaccounts in order to supervise and to ensure Information safety pursuant to Article 6 (1) (f) GDPR,
4. Access to personal data may be given to:
  - 1) entities that provide DRUTEX with services regarding Contract execution, in particular in recovery of claims, issuing and delivering invoices, service quality research connected with Contract execution and the quality of offered products and services,
  - 2) entities authorized to obtain information regarding personal data required by law,,
  - 3) entities that provide DRUTEX with services regarding access to e-Invoices.
5. Personal data given by the User shall be stored::
  - 1) for the purpose indicated in paragraph 4 item 1 and paragraph 3 item 5 – for 5 years after the Contract has been terminated,
  - 2) for purposes indicated in paragraph 3 item 2 and paragraph 3 item 3 – for period of time notified by the User,
  - 3) for purposes indicated in paragraph 3 item 4 – until the User has executed the obligations resulting from the Contract.
6. The user has the right to demand access to his/har data and the right to rectify, erase or limit processing, or to object to the processing and transferring of data.
7. The User who has given his/her consent to process personal data, in one or more particular purposes, has the right to withdraw the consent at any time. It shall not affect the lawfulness of processing based on consent before its withdrawal.
8. The User has the right to the right to lodge a complaint with a superior authority (Inspector General for the Protection of Personal Data) if the user concludes that the personal data has been processed in breach of GDPR.
9. Providing personal data is voluntary. However it is also necessary to use e-Invoicing. Refusal to provide data will lead to inability to use access to eInvoice and other Documents in electronic form.
10. The User may withdraw any voluntary consent in the Website in written form or by electronic mail, at any time, subject to the provisions of Chapter III paragraph 6 of the Regulations..
11. The User or Client who decides to create Subaccounts in the Website for his Workers is obligated to inform the persons that the Data Controller will have access to their personal data for purposes described in paragraph 3. The User or Client has to

comply with the information obligation, mentioned in article 13 GDPR, in addition he/she has to include information required by article 14 GDPR, so that the Data Controller may rely on article 14 (5) (a) GDPR.

12. The parties confirm that personal data of persons authorized by the Parties to conduct specified activities in the context of the implementation of this Contract, or contact persons, the Parties shall process as data for the purposes resulting from legitimate interest of both Parties concerning the proper implementation of the Contract.
13. The User, Service User's workers as well as the Personal Data Controller are obligated to keep confidential all information and documents provided by the other party, related to the invoice. The Personal Data Controller must not disclose any confidential information without the User's written consent and he/she shall take the necessary measures to maintain the confidentiality.
14. Notwithstanding § 6.6, each Party may disclose confidential information: a) when the information regarding submitted orders where the confidentiality clause is applicable is publicly known, but only to the extent that the information is publicly known without DRUTEX, b) to the extent required by the binding law or in judicial proceedings, after the prior disclaimer of proceedings.

#### **§7. INFINGEMENT OF THE REGULATIONS BY THE USER.**

1. The Website must not be used for illegal purposes or against the Regulations.
2. Notwithstanding the consequences of violation of generally applicable legislation, DRUTEX considers unacceptable:
  - a) posting, storing in the Website illegal materials and/or data in particular violating copyright and endangering the network safety and integrity;
  - b) using the Website to proliferate marketing, promotional or pornographic content or content that violates Polish or international laws, good practices or moral norms, offending dignity or violating personal rights of other persons, supporting radical social attitudes or holding such views (all types of racial, ethnic, gender, religious discrimination etc.);
  - c) using data of other Users for purposes not connected with the functioning of the Website;
  - d) refrain from any act through which the person or entity implementing them unlawfully influences or tries to influence other Users, is detrimental to them or to DRUTEX or other third entities.
3. The User who uses the Website unlawfully, described in paragraph 2, shall be subject to sanctions of limiting use of the Service involving: a) deleting materials or data submitted to the Service by the User; b) suspending the execution of the contract by blocking the Account; c) blocking the User's Account.
4. When sanctions are imposed by DRUTEX, the User has the right to lodge a complaint following the rules of the Regulations.

5. If User's actions violating the Regulations was detrimental to DRUTEX or DRUTEX companies, in particular by limiting in part or completely Website access for other Users, DRUTEX may assert its claims in court.
6. DRUTEX shall unblock the Account or other blocked services if the User has terminated the breach of the Regulations mentioned in paragraph 2 above, provided that re-blocking of the Account or service due to breach of the Regulations mentioned in paragraph 2, will be irreversible.
7. The Account may be blocked by DRUTEX, which will not lead to permanent deleting of the Account from the Website, if one of the following occurs: a) the User, or the person managing the Subaccount violates provisions of the Regulations in a manner mentioned in paragraph 2 above; b) the User does not accept changes implemented by DRUTEX in the Regulations pursuant to § 11 (2) of the Regulations; c) the User takes action that even indirectly may appear as violating the Website structure which the User has no access to, or through his/her actions he/she destabilizes the functioning of the Website, regardless of the method or technics of such prohibited actions.

#### **§ 8. TECHNICAL CONDITIONS FOR USING THE SERVICE.**

1. Access and using the Website are possible for the User who uses:
  - a) a computer with Internet access,
  - b) one of the following search engines with enabled „cookies“, JavaScript and SSL data encrypting protocol: Microsoft Edge or higher, Mozilla Firefox in 66 version or higher version, Opera 56 or higher version, Google Chrome 69 or higher version,
  - c) email account.
2. DRUTEX informs of the following risks that may be associated with the use of services supplied electronically: a) the risk to receive spam, unsolicited advertising (trade) information supplied electronically; b) the risk of malware (malware, internet bugs) distributed online by code replication; c) the risk of cracking in order to obtain personal and confidential information for the purpose of identity theft by means of fake emails created in such a way as to appear genuine; d) the possibility to find weaknesses in the cryptographic system, and thus breaking it or bypassing, and as a result the possibility to obtain personal and confidential information for the purpose of identity theft; e) phishing by means of fake emails created in such a way as to appear genuine and as a result obtaining User's personal and confidential information; f) the possibility of unauthorized bug involving the use of a computer program whose task is to intercept and possibly analyze data flowing in the network (spyware).

#### **§9. SCOPE OF RESPONSIBILITY**

1. DRUTEX is responsible for proper functioning of the Website.
2. The User is fully responsible for instructions carried through the Website.



3. The User is obligated to use the Website in accordance with the applicable law and provisions of the Regulations.
4. The User is fully responsible for incorrect data in the application form and for instructions carried out by the Website.
5. DRUTEX shall not be held responsible for effects resulting from the use of login and password by third parties that may lead to carrying out instructions submitted in the Website by an unauthorized person.
6. Information obtained through the Website shall not be the sole basis for claims regarding the breach of the contract by DRUTEX, in particular mistakes in settlements. DRUTEX is not responsible for damages resulting from the use of information obtained through the Website.
7. Services provided through the Website may contain copyrighted materials, and the adopted selection and layout of the presented content is a proprietary object of copyright protection. DRUTEX, providing access to information distributed via the Website, pays particular attention to the obligation to respect the intellectual property rights.
3. DRUTEX, within the limits of the applicable law, is not held responsible for damages arising in connection with the use of the Service provided by the Website, or the inability to use it or in connection with improper functioning, errors, defects, deficiencies, interruptions, delays in operations or transmission, computer viruses, line or system failures, and connection interruptions for any reasons.
4. DRUTEX is not held responsible for interruptions in provision of Services resulting from defaults or malfunctioning of ICT systems, outside DRUTEX area of responsibility.
5. DRUTEX is not held responsible for lack of access to the Services resulting from User's mistakes in registration.

#### **§10. COMPLAINT PROCEDURES**

1. If the User determines that there is no possibility to access the Website or incorrect operation of the Website, the User is entitled to lodge a complaint to DRUTEX, on email address: e-portal.reklamacje@drutex.com.pl.
2. The complaint form must include the name and surname, correspondence address and email address of the person lodging the complaint, the login, the name of the economic operator, as well as a description of the event that caused the complaint.
3. The complainant is obligated to cite all the factual or legal circumstances justifying the complaint under pain of omission in the course of further proceedings
4. Complaints will be handled within 14 days of date of entry of the complaint.
5. When handling the complaint DRUTEX bases on provisions of the Regulations and the law.
6. DRUTEX will notify the User about the outcome of the complaint by e-mail, post or via the Service.

#### **§11. FINAL PROVISIONS**



1. The User is not authorized to transfer any rights resulting from the Regulations to third parties.
2. DRUTEX may unilaterally amend the Regulations with prior notice by email on the address indicated by the User during the registration as contact address with DRUTEX. The amended Regulations will come into effect on a date set by DRUTEX, not earlier than 14 days following the notification. DRUTEX may amend the Regulations in the event of any change of relevant laws, a change of practice or interpretation by common courts of law or state authorities, change of DRUTEX sales policy or strategy, and in case of extraordinary change in relations.
3. Within 14 days of notification the User may submit a declaration that he/she does not accept the changes in the Regulations, which will be treated as the end of User's will to use the services provided by the Website.
4. If a particular provision of the Regulations is considered null and void, nullity and invalidity of the provision does not affect validity of other provisions of the Regulations. DRUTEX shall endeavor to replace the null and void provision with a new, lawful provision.
5. The Regulations are subjected to Polish law.
6. All the outstanding issues between the User and DRUTEX shall be resolved by the Polish common courts competent for DRUTEX. If the Regulations are in a two- or multi-lingual version, in case of language discrepancies, only the Polish version of the Regulations shall be binding.
7. The Regulations apply from 01.04.2019.