

## I. General Conditions

1. These Terms and Conditions describe conditions under which PMR Ltd. Sp. z o.o., hereinafter called: PMR, provides online services (i.e. services provided via the Internet), concludes contracts in the PMR Online Shop or via PMR websites, as well as the Terms and Conditions under which PMR grants non-exclusive licences on products offered to Clients.

2. These Terms and Conditions also constitute the Terms and Conditions of providing online services according to the wording of the Act on providing online services of 18 July 2002 (Journal of Laws 2002, No. 144, 1204 with amendments).

3. Terms used in this document are understood as follows:

- 3.1. Shop - PMR Online Shop, which can be found under the following address [www.mypmr.pro](http://www.mypmr.pro), and which offers Products and Services obtained via the Internet. The Shop is owned by PMR Ltd. Sp z o.o. ul. Mogilska 65, 31-545 Krakow, Poland, tel: +48123405100, fax: +48123405108, e-mail address: [info@mypmr.pro](mailto:info@mypmr.pro). PMR has been registered in the Court's National Register (PL: KRS) - The Register of Entrepreneurs run by the Municipal Court for Krakow, under KRS number: 0000057694, National Business Registry Number (PL: REGON): 351586904, Number of Fiscal Identification (PL: NIP): 676-20-95-189, nominal capital: 150.000,00 PLN.
- 3.2. PMR Websites - free websites owned by PMR, open to an unlimited number of users, and which can be found, among others, under the following Internet addresses: [www.mypmr.com](http://www.mypmr.com), [www.pmrporate.com](http://www.pmrporate.com), [www.pmrconsulting.com](http://www.pmrconsulting.com), [www.research-pmr.com](http://www.research-pmr.com), [www.polishmarket.com](http://www.polishmarket.com), [www.ceemarket.com](http://www.ceemarket.com), [www.china-business-market.com](http://www.china-business-market.com), [www.rynekbudowlany.com](http://www.rynekbudowlany.com), [www.constructionpoland.com](http://www.constructionpoland.com), [www.constructionrussia.com](http://www.constructionrussia.com), [www.constructionukraine.com](http://www.constructionukraine.com), [www.cceconstruction.com](http://www.cceconstruction.com), [www.constructioncis.com](http://www.constructioncis.com), [www.pharmapoland.com](http://www.pharmapoland.com), [www.ccepharma.com](http://www.ccepharma.com), [www.retailpoland.com](http://www.retailpoland.com), [www.russiaretail.com](http://www.russiaretail.com), [www.ceeretail.com](http://www.ceeretail.com), [www.itandtelecompoland.com](http://www.itandtelecompoland.com), [www.ictrussia.com](http://www.ictrussia.com), [www.cceitandtelecom.com](http://www.cceitandtelecom.com).
- 3.3. Client - any person or organization who under the Civil Code is endowed with a legal capacity and who purchases/makes use of the Services and/or Products.
- 3.4. Consumer - a person who purchases/makes use of the Services and/or Products for purpose which is not directly linked with his business or professional activity.
- 3.5. Order - placement of an order (for purchase of Products and/or Services) by filling in and accepting/sending to PMR e-copy, a hard copy, or a PDF/Word copy of the Order form.
- 3.6. Services - purchased or free online services offered to Clients by PMR, available in the PMR Online Shop, on PMR Websites or in "PMR Online" Services. Services can be performed by, for example: providing access to, or delivery of: reports, newsletters, promotional, informative or business communications, databases, analyses, articles, compilations or other documents or publications in the form of Internet websites, Word, Excel, html or PDF files.
- 3.7. Products - paid reports, newsletters, statistics and forecasts, databases (e.g. of products, companies, investment projects), analyses, tabular reports, training sessions, workshops, webinars,

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conferences and other paid meetings and publications offered in the PMR Online Shop and accessible through PMR Online; Products are made available to Clients via PMR Online, delivered to them electronically (Digital Products, i.e. products not stored on a material carrier) or delivered by other means (Other Products, e.g. products stored on a material carrier and delivered by a courier or postal services company). Products are available in PDF, PPT, WORD and XLS formats

- 3.8. Unpublished Products -Products offered by the PMR Online Shop which are still under construction/preparation when being offered or ordered. Such Products are marked as not available at the moment of placing Order, among others by presenting future date of publishing or by information: "available soon" or "upcoming".
- 3.9. Published Products - Products offered by the PMR Online Shop which are ready and immediately available for Clients.
- 3.10. "PMR Online" - a service that gives Client online access to their purchased Products/Services through a website (<https://mypmr.pro/account/login>) and its sub-domains, based on a username and password assigned by PMR to every User indicated during the purchase process.
- 3.11. Subscription agreement - unless decided otherwise, a 12 month contract concluded between PMR and the Client, under which PMR is obliged to provide the Client with access to "PMR Online" Services and/or to deliver Products to the e-mail or postal address indicated by the Client.
- 3.12. User – a natural person employed by or working for Client, indicated during the purchase process.
- 3.13. Delivery time - the time in which PMR prepares and/or completes and passes purchased Products or Services to the Client by Internet or postal means of delivery.
- 3.14. Working days - the days of the week from Monday to Friday, except Polish Bank Holidays.
- 3.15. Bank transfer - a payment made by the Client via bank, bank account or the Post Office.
- 3.16. Payment card payment - a payment made by the Client with a payment card via the online payment system.

4. Copyrights - PMR guarantees that it owns all copyrights to Products offered by the PMR Online Shop.

5. Before making a purchase the Client is asked to check whether his electronic devices are equipped with the applications necessary to read or receive Products and/or Services.

6. By accepting these Terms and Conditions, the Client agrees to start receiving Services (e.g. receive free and purchased materials and Products ordered from PMR) before the 10-days period from the day of the conclusion of the contract.

## **II. Terms and Conditions concerning licences granted by PMR**

7. The following licences for Products offered by the PMR Online Shop are available to Clients, and can be granted by PMR.

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- 7.1. STANDARD (1-2 users)

The STANDARD license option entitles Client to make use of the product (in whole or in part) within the following scope only:

- as regards recording: to transfer the product into the memory of computers or other devices for a maximum of two persons indicated in the purchase process who are in the same country as the seat of the entity indicated in the purchase process;
- as regards dissemination: a maximum of two Users indicated by Client may view the product in the PMR Online service;
- as regards duplication and sharing: to make printout or digital copies of the product (including e.g. diskettes, CD-ROMS, DVDs, magnetic tapes, magneto-optical carriers, or electronic printing techniques and devices, including so-called electronic paper) for the exclusive private use of a maximum of two persons indicated in the purchase process who are in the same country as the seat of the entity indicated in the purchase process.

Any other preservation, multiplication, copying and dissemination etc. which is beyond the scope of this licence is strictly forbidden.

- 7.2. STANDARD PLUS (3-9 users)

The STANDARD PLUS license option entitles Client to make use of the product (in whole or in part) within the following scope only:

- as regards recording: to transfer the product into the memory of computers or other devices for between three and nine persons indicated in the purchase process who are in the same country as the seat of the entity indicated in the purchase process;
- as regards dissemination: between three and nine Users indicated by Client may view the product in the PMR Online service;
- as regards duplication and sharing: to make printout or digital copies of the product (including e.g. diskettes, CD-ROMS, DVDs, magnetic tapes, magneto-optical carriers, or electronic printing techniques and devices, including so-called electronic paper) for the exclusive use of between three and nine persons indicated in the purchase process who are in the same country as the seat of the entity indicated in the purchase process.

Any other preservation, multiplication, copying and dissemination etc. which is beyond the scope of this licence is strictly forbidden.

- 7.3. CORPORATE (10 and more users)

The CORPORATE license option entitles Client to make use of the product (in whole or in part) within the following scope only:

- as regards recording: to transfer the product into the memory of computers or other devices for between 10 and an unlimited number of persons employed by the entity indicated in the purchase process, regardless of the country the persons are in;
- as regards dissemination: between 10 and an unlimited number of Users indicated by Client may view the product in the PMR Online service;
- as regards duplication and sharing: to make printout or digital copies of the product (including e.g. diskettes, CD-ROMS, DVDs, magnetic tapes, magneto-optical carriers, or electronic printing techniques and devices, including so-called electronic paper) for use by between 10 and an unlimited number of persons employed by the entity indicated in the purchase process, regardless of the country the persons are in.

Any other preservation, multiplication, copying and dissemination etc. which is beyond the scope of this licence is strictly forbidden.

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PMR is a member of SIIA's Corporate Content Anti-Piracy Program. Breaking the conditions of our licences will result in a report being sent to SIIA to initiate a piracy investigation and major fees may be imposed by the SIIA as a result. Additionally, for products and online services, it will result in suspension of the subscription with no money refund.

8. The Client cannot use the Products in a manner which does not comply with conditions laid down in the granted licence.

9. Any copying, dissemination or making Products available (in their entirety or in part, and in the case of Online Products also to use the access data to this Product) contrary to conditions laid down in the granted licence is strictly forbidden.

10. Access to Products and/or Services under "Single user licence", "5-user licence" and "Custom licence / X-user licence", "Standard", "Standard Plus" and "Corporate" is limited to users indicated by the Client when purchasing a licence. Every time the user changes (e.g. the user leaves the job or post) the Client is obliged to inform PMR of this fact. The Client is also obliged to inform PMR about him being in a state of insolvency or bankruptcy.

### III. Terms and Conditions for Services provided via Internet

11. In order to make use of Services, including Online Products, offered by PMR, the Client must have:

- an electronic device with Internet access;
- a PDF file (Portable Document Format) reader;
- MS Office or Open Office;
- one of the following Internet browsers: Internet Explorer (version 9 or higher), Firefox, Google Chrome, Opera or Safari.

12. Free access to materials, PMR Websites, Products and/or Services - PMR offers Services which are free of charge. Clients can browse or read free of charge files, texts, graphics, data, etc., which are either e-mailed to them, placed on PMR Websites or in free/trial versions of Products. By accessing any such materials (in example clicking or opening them), the Client agrees to be bound by the Terms and Conditions for the delivery of the free of charge Products or materials through the Services provided via Internet.

13. Purchased access to Products and/or Services - by placing an Order and after acceptance by PMR, the Client concludes a contract for obtaining access to Products delivered from PMR through providing Services via Internet. Fees and methods of payment can be found on the Shop website. The Client can use such Products and/or Services only in a manner consistent with the licence granted by PMR.

14. Subscription agreement - is concluded for 12 months from the Product and/or Services delivery day unless clearly stated otherwise.

15. Access data security - it is the Client's duty to secure all access data (i.e. user name/account name and password) to prevent unauthorized users from entering "PMR Online" Services. The Client is also obliged to keep all access data secret and not to reveal them to any third party. Undertaking any activity which is against the Terms and Conditions, e.g. hacking, is strictly forbidden.

16. Availability of "PMR Online" Services - "PMR Online" Services shall be available at all times throughout the subscription period. PMR is entitled to temporarily limit the websites accessibility in case of technical

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failure or any another reason beyond PMR's control. At the same time PMR wishes to assure that access to "PMR Online" Services will be restored duly and without unnecessary delays. PMR may also run maintenance or update "PMR Online" Services, possibly also resulting temporary in obstruction of the "PMR Online" Services' availability.

17. Limitation of liability - PMR informs that the Services provided under these Terms and Conditions are prepared for information purposes only. PMR informs that the Client uses the Services solely at his own risk and expense. The Client accesses, uses, and relies upon such content at the Client's own risk. At the same time PMR expressly disclaims liability for any direct or indirect damage suffered by the Client or any third party which may result from the use of this information for business, investment or professional purposes.

#### **IV. Terms and Conditions for the Shop**

18. Terms and Conditions provided in Chapter: Terms and Conditions for Services provided via Internet, also apply to the Shop.

19. The moment of the contract's conclusion - prices and Products' descriptions available in the Shop shall not be understood as an offer according to the wording of the Civil Code. They are an invitation to conclude the contract. PMR is bound by a price offer and description presented in the Shop on the moment the Order is placed by the Client. The Client indicates his willingness to conclude the contract (i.e. Order placement) by filling in and accepting/sending the Order form to PMR. PMR confirms receiving the Order promptly. The contract is considered concluded once PMR states acceptance of the Order/the Client's offer. The confirmation of the Order and the acceptance of the Client's offer can both be sent together to the e-mail address provided by the Client in the Order form.

20. Placement of Orders:

- 20.1. The Client can place an Order for desired Products 24 hours a day via the Shop website, the Post Office, delivery company, e-mail or fax. After choosing Products, the Client will be asked to indicate:
  - the language version and the type of licence for each Product;
  - the payment method (bank transfer or payment card payment);
  - the personal and contact data;
  - the data necessary to issue a VAT invoice and for Products delivery.
- 20.2. By placing an Order the Client submits an offer to conclude the contract with the owner of the Shop. The Order will be considered placed, and the contract concluded once the Client correctly fills in, accepts/sends the Order form to PMR, and PMR accepts it.
- 20.3. There are two stages in the purchase process:
  1. After choosing the Products that the Client would like to buy, the Client provides PMR with all the information necessary to process the Order, except for payment information (i.e. the Client's payment card details) which are not stored in the Shop. All the Order information is transmitted over the Internet using a secure SSL connection. PMR protects the security of the Client's personal information from unauthorized access.
  2. If the Client decides to pay online with the payment card, the Client is redirected, also via an SSL secure connection, to the website of the professional secure Internet payment card authorization centre. Only there does the Client give the payment card number and other necessary details. PMR does not have access to nor stores any of the information. The Client can thus be sure that his most

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sensitive payment data will remain totally confidential.

- 20.4. More information on the storage and processing of data by PMR can be found in Chapter: Terms and Conditions concerning the Privacy Policy.

## 21. Payment methods:

- 21.1. The acceptable payment methods are:
  - bank transfer;
  - payment card payment.
- 21.2. In the case of a bank transfer, the Client will be asked to clearly indicate the number of the VAT invoice or the name of the purchased Products, licence type and the language version.
- 21.3. Payment card payments are processed by the professional secure Internet payment card authorization centre.
- 21.4. PMR issues a VAT invoice for every order. All store prices are indicated without VAT. Polish clients will be invoiced in PLN (Based on the NBP exchange quoted on the day preceding the invoice date). VAT will be included in the product total price. Foreign clients will be invoiced in EURO and they should be aware of their own country VAT regulations. In some cases, it is possible to issue an additional pro forma invoice. The VAT tax will be added to the displayed prices according to binding regulations.
- 21.5. Prices in the Shop are displayed in EUR. The VAT invoice presents the price in EUR as well as in PLN. The price in PLN shall be calculated at the rate of EUR to PLN determined by the NBP on the day preceding the date of the invoice subject to clause 21.6.
- 21.6. PMR reserves the right to price the product / service and issue an invoice only in PLN currency if previously agreed with the Buyer, except when an advance payment is made.
- 21.7. The Client is obliged to pay the VAT invoice within 14 days from the issue thereof. The VAT invoice shall be paid in full, not in instalments.

## 22. Delivery of the Published Products:

- 22.1. Costs of delivery are covered by the Shop.
- 22.2. Products in PDF format or Products such as access data to "PMR Online" Services are delivered within 2 working days from the day of the contract conclusion (i.e. from the day PMR accepted the Order). Delivery of CDs or DVDs, due to the involvement of the Post Office or a delivery company, may take more but not longer than 30 days from the day of the contract conclusion.
- 22.3. In the case of availability of a Service to download Product by the Client directly from the Shop or PMR Websites, the moment when the Product appears available to the certain Client on the website is the day of the Product's delivery.

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- 22.4. The Shop disclaims any liability for failure to deliver the Product or run the Service if the Client provided the Shop with an incorrect e-mail or postal address (for CDs or DVDs), if there are filters on the Client's e-mail account(s), server(s), or computer(s), or for any other reasons which remain beyond the Shop control, including malfunction of the Internet.

23. Delivery of Unpublished Products - Unpublished Products are not available when the contract is concluded (they are under construction/preparation). Delivery of such Products takes place according to the conditions indicated in point 22 but not until after their construction/preparation is completed. Delivery time is counted from the day of the publication of such Products. The Clients are informed of the publication date by PMR Sales Department.

24. Limitation of liability - PMR informs that the Products bought and delivered under these Terms and Conditions are prepared for information purposes only. PMR informs that the Client uses the Products solely at his own risk and expense. The Client accesses, uses, and relies upon such content at his own risk. At the same time PMR expressly disclaims liability for any direct or indirect damage suffered by the Client or any third party which may result from the use of this information for business, investment or professional purposes.

25. All purchase transactions are final. Money refunds are not foreseen, although exceptionally the Client may, with PMR consent, change the purchased Product to another Product offered by the Shop. If the Client is uncertain about the purchased Product, the Client is advised to contact PMR Sales Department for further information (tel.: +48123405100; e-mail: sales@mypmr.pro)

- 25.1. In case of purchase of participation in a meeting (e.g. training, workshop, webinar or conference, including events conducted via Internet), PMR has right to change the meeting programme and the Client has right to withdraw from the meeting or change the participant on the following conditions.
  - PMR reserves the right to change the meeting programme.
  - If the meeting is cancelled due to fault of PMR, the participation fee will be refunded within 14 days of the planned meeting.
  - To change the person registered for participation in the meeting, the Client must notify PMR as soon as possible.
  - Withdrawal up to 14 days prior to the selected meeting: the Client is obliged to pay 40% of the full participation fee + VAT for every cancelled registration.
  - Withdrawal less than 14 days prior to the meeting: the Client will be charged the full participation fee + VAT based on the issued invoice and is not entitled to a refund.
  - Participation in the meeting should be cancelled in writing and the letter posted via recorded delivery to PMR's postal address.

26. If the Client violates any licence provisions, PMR may break the agreement or stop providing Services or Products without prior notice. In such case the Client is not entitled to a refund.

## **V. Terms and Conditions concerning participation in PMR business meetings**

27. 1 The condition for participation in the PMR business meeting is the registration of participation in the selected meeting and payment of the appropriate fee for the participation in the meeting specified in the store.

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27.2. The registration takes place when the Customer places an Order for the participation in a selected business meeting offered in the Store and after the Customer's offer is accepted by PMR. The amount of fees and ways to pay the fee PMR determines in the store.

27.3. The person whose data was given in the registration process is entitled to participate in the business meeting.

27.4. The participation fee covers:

- attending a lecture of the PMR expert
- attending the Q&A sessions with the PMR expert
- attending a discussion with meeting participants
- lunch and coffee breaks
- additional complementary materials.

27.5. In the case of PMR business meetings, the organizer provides temporary rebate offers, the rules of which are given in the store.

27.6. If more people from one company are registered for a business meeting, the organizer offers the possibility to organize a meeting dedicated for one company or to appoint another meeting date.

27.7 Payments for participation in the event should be made:

- In the case of an order made earlier than 30 days before the event - on the basis of a proforma invoice, within the deadline indicated on the invoice (not longer than 14 days from the date of the pro forma invoice), to the account specified in the invoice. After receiving the payment, PMR issues an advance invoice. The final VAT invoice will be issued after the service is completed. In this case, the value of the order and the price of the service will be priced in PLN according to the EUR to PLN conversion rate determined by the National Bank of Poland on the day preceding the day of issuing the proforma invoice. The advance payment will be settled only in PLN according to the valuation made.
- In the case of an order placed less than 30 days before the event, payment must be made on the basis of a VAT invoice within 14 days of its issue, to the invoice account.

27.8 The participant has the right to resign from participation on the conditions set out below.

- In the event of cancellation up to 14 days before the meeting for which the application has been made, the participant will be charged for handling costs in the amount of 250 Euro + 23% VAT for each canceled application.
- In the event of resignation less than 14 days before the meeting, the participant will be charged with the full participation costs based on the invoice issued and will not be entitled to any reimbursement.

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- In the absence of the Forum, as well as the absence of a written resignation from participation in the Forum, the Applicant is obliged to pay the full amount of participation costs in the amount resulting from the contract.
- Resignation from participation in the meeting should be made in writing and sent by registered mail to the address of PMR Sp. z o.o. or to the e-mail address: [events@mypmr.pro](mailto:events@mypmr.pro)

27.9 In the event of a willingness to change a person submitted in order to participate in the meeting, the organizer must be informed immediately in writing.

27.10 If the meeting is canceled due to the fault of the organizer, the fee for participation in the meeting will be returned within 14 days from the date of the planned meeting.

27.11. The organizer reserves the right to change the meeting program.

27.12. The organizer reserves that the use of information provided is only at the expense and risk of the client. All risks associated with the use and use of this information are borne by the customer. PMR does not bear any responsibility towards clients or third parties for damages, both direct and indirect, related to the use of information provided by PMR for economic, investment, business, etc. purposes.

## VI. Terms and Conditions on Consumers

29. According to the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014., No. 827) which enters into force on 25 December 2014, Clients purchasing a Product for purposes not directly related to their business or professional activity (i.e. the Consumer) has the right to withdraw from the agreement without giving any reason within 14 days from the date of the agreement, and in the case of an agreement of CD/DVD sales – calculated from the date of taking possession of the items by the Consumer. To comply with this deadline, it is sufficient for the Consumer to send a statement before the expiry of that period. The Consumer may submit a declaration of withdrawal by using the form attached as an Annex to the Regulations. The statement of withdrawal may also be submitted electronically and sent to PMR, to PMR's e-mail address.

30. A Consumer who agrees to PMR service provision before the deadline to withdraw from the agreement for the provision of a Digital Product not fixed in a tangible medium of expression and after being informed by PMR about losing the right to withdraw from the contract, loses the right to withdraw from the contract.

31. The Consumer is not entitled to the right of withdrawal in the following cases:

- when the object of the provision is a sound or visual recording, or computer software delivered in a sealed package, if the packaging has been opened after delivery;
- when the object of the provision is digital content, not fixed in a tangible medium of expression, if the provision has begun with the express consent of the Consumer before the deadline of withdrawal from the contract, and after being informed by PMR about losing the right to withdraw from the contract.

32. In the case when the Consumer withdraws from the agreement by submitting a statement made in an electronic form, PMR will immediately send the Consumer an acknowledgment of statement receipt in the same form.

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33. If the Consumer makes a declaration of withdrawal, PMR will immediately, no later than within 14 days of receipt of this statement, return all payments made by the Consumer, including the cost of delivery of the Product (with the exception of the additional costs resulting from the Consumer's choice of a delivery method other than the cheapest regular delivery offered by PMR). PMR will refund the payments in the same currency and in the same manner in which the payment was made, unless the Consumer has expressly agreed on a different refund method, which does not incur any costs. PMR reserves the right to withhold the refund payment to the Consumer who has made a statement of withdrawal, until receiving the ordered Products or a proof of their return (depending on which event happens at an earlier date).

34. The Consumer is obliged to return the ordered Product to PMR no later than 14 days from the date of withdrawal from the agreement. In order to comply with this deadline, it is enough to simply return the Product prior to the deadline. The Consumer pays the direct costs of returning the ordered Product.

35. In the situation of withdrawing from the agreement, the Consumer is responsible for the reduction in the value of the Product resulting from the use of it in a different way than was necessary to establish the nature, features and functions of the Product.

36. A Consumer who withdrew from the contract does not pay other costs than the direct costs of returning the items, except for:

- additional expenses, if the chosen method of delivery of the items was different than the cheapest regular delivery offered by PMR;
- compensation for Products provided until the withdrawal.

## VII. Terms and Conditions of Complaints

37. PMR is obliged to deliver Products free of physical or legal defects.

28. In the case of faults of CDs or DVDs (warranty) where the purchased Product has been recorded, the Client is only entitled to receive such CD or DVD free from faults. Warranty complaints can be submitted to PMR Sales Department either by phone +48123405100 or e-mail: [sales@mypmr.pro](mailto:sales@mypmr.pro), or by registered letter to PMR Ltd. Sp. z o.o., ul. Mogilska 65, 31-545 Kraków, Poland.

29. Complaints about Services provided by PMR via Internet can be submitted to PMR Sales Department either by phone +48123405100 or e-mail: [sales@mypmr.pro](mailto:sales@mypmr.pro), or registered letter to PMR Ltd. Sp. z o.o., ul. Mogilska 65, 31-545 Kraków, Poland.

30. In the case of faults of the purchased Product, the Client is only entitled to have the Product repaired. The Client is not entitled to withdraw from the contract neither to receive a refund or a discount. The Product ought to be repaired within 14 days. PMR disclaims any liability for the Product's legal flaws.

31. The Client is obliged to file the warranty complaint within 2 months from the day when the malfunction, defect or any other flaws of Products or Services occurred. PMR will proceed with the claim within 5 working days. The complaint must include: name, surname, postal address of the Client and:

- in the case of Services where the registration is required - a username/account name;
- in the case of Services where the e-mail address is required - the e-mail address provided by the Client for the purchase transaction.

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32. The Client will be informed about PMR decision concerning the warranty complaint in the form in which that complaint was forwarded to PMR, e.g. by letter, e-mail or telephone accordingly.

33. PMR is responsible to the Consumer (i.e. the Customer purchasing a Product and/or a Service for purposes not related directly to business or professional activity) for Product defects, if the defects are found within the period of two years from the date of issuing the Product.

## **VIII. Terms and Conditions concerning data protection**

34. PMR, as a provider of online Services, and other Services or Products under Art. 18(1) of the Act on providing online services of 18 July 2002 (Journal of Laws 2002, No. 144, item 1204 with amendments) is entitled to process its Clients personal data in order to adhere to provisions of contract, and for marketing, information and business purposes.

35. If PMR obtains information that the Client has violated the licence, the Terms and Conditions, or uses Products or Services in an illegal manner, PMR may process the Client's personal data in order to establish the nature of the Client's infringements.

36. PMR can process among others the following data about the Client:

- names, surname, sex;
- Fiscal Identification Number;
- full postal address;
- e-mail address and website address (if available);
- phone numbers;
- type, name and place of the Client's business activity.

37. PMR can also process data which show the Client's activities related to PMR Services:

- the Client internet protocol (IP) address,
- information on starting, finishing and scope of each use of Services or Products, PMR Websites and the Shop.

38. By accepting the registration, contact or Order form, the Client agrees to provide his personal data which are necessary for the conclusion of the contract. The Client provides his personal data on a voluntary basis. If the Client refuses to provide the data the contract will not be concluded.

39. PMR cares about the safety of PMR Clients' personal data. PMR protects the Clients' data against unauthorized parties.

40. The user may unsubscribe at any time from any of the newsletters, marketing, commercial and promotional materials and other communication. If the user does not wish to continue receiving these types of communication, is requested to notify PMR by using the unsubscribe link included in each e-mailing or e-newsletter from PMR or by sending an e-mail entitled "UNSUBSCRIBE" to [marketing@mypmr.pro](mailto:marketing@mypmr.pro)

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41. PMR takes the Privacy Policy issues seriously. The statements below explain PMR privacy practices, personal or corporate data protection practices, goals and methods of usage of this data, as well as data security and storage. Accepting the Privacy Policy is equal to consent to personal or company data saving and processing, as well as to receiving marketing or commercial communication according to the Privacy Policy.

42. Updates to this Privacy Policy - this Privacy Policy may change from time to time without notice. The binding version of this Privacy Policy will be posted on the PMR websites so all users are always aware of what data is collected and how it is used.

43. The information collected:

- 43.1. Information gathered automatically by the website server such as:
  - identification of telecommunications network end or telecommunications system that was used by the user;
  - information on starting, finishing and scope of each use of Services or Products, PMR websites and the Shop;
  - the user's internet protocol (IP) which the user uses to connect to the Internet;
  - the user's browser type and version; operating system type and version;
  - the URL address that referred the user to PMR website;
  - information about user demographics, localisation, interests and behaviour on the website;
  - information on the user's transaction status when the user purchases via the PMR online shop or requests free materials via online forms.

This information is collected through e.g. the use of cookies (certain bits of information stored on the hard drive of the user's computer when he visits PMR websites; they are used for example to maintain session information, customise website, customise adverts published on other websites and create statistics; PMR websites may not function correctly if the user disables them).

- 43.2. Information the user provides by:
  - filling in PMR contact, registration, order or other forms;
  - submitting a question about products and/or services via PMR websites;
  - requesting more detailed information about products and/or services;
  - buying on PMR website and providing personal and company details, address and other data;
  - subscribing to newsletters;

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- requesting or subscribing to other materials (e.g. articles, market news), promotional or informational alerts and communication;
  - leaving comments or messages on the PMR websites or PMR forums, chats or bulletin boards.
- 43.3. Registering and filling in forms on PMR websites are optional. By choosing not to register or not to provide personal information, the user can still use the websites. They may not, however, be able to purchase products or receive certain free materials.
- 43.4. The examples of personal or company information that PMR collects are: e-mail, salutation, first name, last name, job title, company, www address, core business, address, city, zip code, country, telephone number, sectors of interest.
- 43.5. Google and other providers of cookies:
- Other providers, including Google, are displaying PMR advertisements on websites.
  - Google and other providers use cookies for displaying advertisements to internet viewers based on the record of their previous visits on a given website, based on their interests, demographic data or localisation.
  - It is possible to resign from using Google cookies by following the instruction posted on Google Advertising site: [www.google.com/settings/ads](http://www.google.com/settings/ads). It is also possible to resign from using cookies of other providers, following the instruction on Network Advertising Initiative site: [www.networkadvertising.org/choices/](http://www.networkadvertising.org/choices/)
  - PMR websites are connected with Google Analytics, which is a tool for analysing website visits and which is provided by Google, Inc. (henceforth Google). Google Analytics uses cookies (a small snippet of text that a website requires your browser to store) for the purpose of analysing website visits. Information generated by cookies on the website visits (and about the user's IP) are delivered to Google and saved by Google on servers in the United States of America. Google uses the information to assess the degree of website use, to create reports regarding website traffic for website administrators and to provide other services connected with web traffic and internet use. Google may also share the information with third parties if it is required by law or if other parties process the information for Google. Google does not connect the visitor's IP address with any other data stored by Google. You may resign from cookies by setting appropriate internet browser preferences. By visiting PMR websites, the visitor thereby accepts the above-described manner in which data are used by Google.

44. Goals of collecting data, methods of using them and security of the information - PMR uses the information collected automatically and provided by users to maintain the session; customise website to preferences and tools used; diagnose problems; create statistics; improve products; services and PMR websites; customise adverts displayed on website, in Google search results, in other advertising networks or on other websites; provide the users with products, services and/or other materials the users have requested or purchased; and to inform them about additional products, services and other materials that may be of interest to them, using different methods of communication. Information collected from and about the users by PMR will not be disclosed to any other company or third parties, other than those controlled by PMR management and/or shareholders, other than those necessary to achieve goals described in this Privacy Policy, and other than those required by law. PMR maintains a data protection policy which means that we

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will neither use the users' personal or company information nor sell, trade, rent or lease it to others without the users' consent. PMR cares about the safety of PMR Clients' personal data. PMR protects the Clients' data against unauthorized parties.

45. Free materials and subscriptions - the newsletters and other marketing, informative or promotional materials that the user may download/subscribe to on the PMR websites is a double opt-in offer. The user downloads/subscribes to those by explicitly providing PMR with the user's e-mail address and additional information on the forms designed for that purpose.

46. Buying in PMR Online Shop - buying in PMR online shop is a two-stage process.

1. After choosing the products that the user would like to buy, the user provides PMR with all the information necessary to process the order, except for payment information (i.e. the user's credit card details) which are not stored in the shop. All the order information is transmitted over the Internet using a secure SSL connection. PMR protects the security of the user's personal information from unauthorized access.

2. If the user decides to pay online with the credit card, the user is redirected, also via an SSL secure connection, to the website of the professional secure Internet credit card authorization centre. Only there does the user give the credit card number and other necessary details. PMR does not have access to nor stores any of the information. The user can thus be sure that his most sensitive payment data will remain totally confidential. Any questions regarding payment procedures and order placement can be answered by the PMR Sales Department (from Monday to Friday, 8:00 am – 5:00 pm on +48123405100 or at [sales@mypmr.pro](mailto:sales@mypmr.pro)).

47. Unsubscribing - the user has right to access and change his personal data and corporate information; the user also may unsubscribe at any time from any of the newsletters, marketing, commercial and promotional materials and other communication. If the user does not wish to continue any communication with PMR, is requested to notify PMR by sending an e-mail with such request to [marketing@pmrcorporate.com](mailto:marketing@pmrcorporate.com). If the user does not wish to continue receiving e-mailings or PMR subscriptions only, is requested to notify PMR by using the unsubscribe link included in each e-mailing or e-newsletter from PMR or by sending an e-mail entitled "UNSUBSCRIBE" to [marketing@mypmr.pro](mailto:marketing@mypmr.pro)

48. Limitations of liability - PMR is not responsible for any errors and omissions or the results obtained from the use of information presented in PMR products, services, news, analyses, on PMR websites and in other materials. PMR guarantees that the information is based on the analysis and research carried out by PMR alone and based on the independent and reliable sources of data. PMR websites include links to other websites and PMR is not responsible for any actions of third parties managing or owning these websites.

## **X. Terms and Conditions concerning the Citation Policy**

49. It is PMR priority to deliver the highest standard of service. This task is achieved in accordance with the highest professional standards and thanks to constant improvement of methods, tools, and services.

50. Updates of this Citation Policy - this Citation Policy may change from time to time without notice. The binding version of this Citation Policy will be posted on the PMR websites. PMR claims the right to use its research results as well as the right to refuse to publish these data by third parties.

51. PMR permits the copying and printing of free information which is published on PMR websites, except information which is available only after the registration, request, contact or order form has been filled in and contact data provided. The following use of PMR publications is permitted:

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- free and widely available communications and materials which can be copied and printed are: press releases, open news and articles which are available without the need to provide any contact data or filling in any contact, registration or order form;
- communications and materials which cannot be copied and printed without written PMR acceptance are: articles, analyses, charts and news which are available only after the registration, request, contact or order form has been filled in and contact data provided, as well as available after receiving in e-mailing or e-newsletter sent by PMR.

52. Authorised use - quoting PMR data, analyses, articles, information is possible but can be done under the following rules:

- all parts of the text, images, graphics or tables shall be provided with an annotation 'Source: PMR';
- in the case of a PMR analyst: their name, surname, job title and PMR name as the employer should be indicated;
- the quoted text shall not be modified or presented out of context.

Whenever any information or article provided by PMR via the Internet is quoted, the logo together with link to PMR website shall be presented, as below:



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<a href="http://www.pmrpublications.com/" target="_blank" style="border: none">  
    
</a>
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53. Commercial use - any commercial use of any of PMR communications and materials, without PMR prior consent, is strictly forbidden. Any type of use of data or analyses different to those described in the Citation Policy, or making any references to PMR in commercials, press releases, presentations or other type of informative, marketing or business materials necessitates PMR consent each time such references are sought to be made. PMR will answer each such enquiry within 2 working days.

54. Limitations of liability - PMR is not responsible for any errors and omissions or the results obtained from the use of information presented in PMR products, services, news, analyses, on PMR websites and in other materials. PMR guarantees that the information is based on the analysis and research carried out by PMR alone and based on the independent and reliable sources of data.

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## **XI. Final Provisions**

55. These Terms and Conditions enter into force on 22nd March 2017 and they are binding for all Orders placed on and after that date. The Terms and Conditions are available on PMR Websites in a form which can be downloaded, copied and printed by the Client.

56. PMR may update the Terms and Conditions. This right does not apply to provisions regulating issues related to Products or Services, unless changes are of a minor importance and they do not alter the core Terms and Conditions. Every Order placed in the Shop before the day when updates were introduced shall be processed according to the Terms and Conditions binding on the day of the Order. All updates to Terms and Conditions enter into force on the day they are published on PMR Websites.

57. In all cases not regulated by these Terms and Conditions, the Polish law will be applied, in particular the Civil Code, the Act on the protection of Consumers' rights of 30 May 2014 (Journal of Laws 2014, item 827), and the Act on providing online services of 18 July 2002 (Journal of Laws 2002, No. 144, item 1204 with amendments).

58. Any action against PMR arising from or relating to contracts concluded between PMR and the Client shall be brought by either party to the court holding jurisdiction over the territory where PMR main office is located. (This provision does not apply to contracts with Consumers.)

59. Placement of the Order by the Client is treated equally with the Client's knowledge and acceptance of the Terms and Conditions.

50. PMR can change the prices of Products and/or Services offered by PMR, can introduce new Products and/or Services, may run promotional campaigns and introduce changes to them. The prices of Products and/or Services are binding on the day of placing the Order and the conclusion of the contract and cannot be unilaterally changed by either of the parties.

51. The Shop holds no responsibility for actions of the servers' administrators such as blocking incoming connections to the Client's e-mail address, or for deletions or the blocking of incoming e-mails by software installed on the Client's device.

52. Prices which are presented in the Shop apply to Internet sales. Additional discounts do not apply.

53. All Product names used by the Shop serve for identification purposes and at the same time may constitute the property of their owners as registered trademarks.

54. In order to ensure the Client is aware of the Terms and Conditions, the Client will be asked to accept such Terms and Conditions by ticking the appropriate box at the end of the Order form each time prior to the purchase transaction being finalised. Ticking the box is understood as the acceptance of the Terms and Conditions, Privacy Policy, and Citation Policy, each of which constitutes a part of the Terms and Conditions.

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