

# Terms and conditions of purchase of products and services offered by PMR Ltd. Spółka z ograniczoną odpowiedzialnością

# § 1 [General provisions]

- 1. These terms and conditions (hereinafter: **Terms and Conditions**) set out the rules of the provision of services by electronic means by PMR Ltd. Spółka z ograniczoną odpowiedzialnością with its registered office in Kraków /address: ul. Królewska 57, 30-081 Kraków/, entered in the register of entrepreneurs at the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under the number KRS 0000057694, NIP (Tax ID number): 6762095189, REGON number: 351586904, having nominal capital of PLN 258,900.00 (hereinafter referred to as **PMR**), rules of purchasing products, rules of concluding contracts in the mypmr.pro online shop and on PMR's web portals, as well as terms and conditions of granting the Client a non-exclusive licence for the use of products offered by PMR.
- 2. These Terms and Conditions also constitute regulations on the provision of services by electronic means within the meaning of Article 8 of the Act on Providing Services by Electronic Means of 18 July 2002 (consolidated text: Journal of Laws of 2020, item 344, as amended).
- 3. PMR represents and warrants that it holds the exclusive economic copyright to the Products offered in the Shop and, in the case of Products in the form of databases, that it is also the producer of such databases within the meaning of the Act on the Protection of Databases of 27 July 2001.
- 4. Before making a purchase, the Client is obliged to check on their own whether the Services will be possible to be provided and whether the purchased Products will be readable on the Client's media (computer, required software, other devices, etc.). PMR does not bear responsibility for the Client's IT infrastructure or data readability in file formats offered by PMR
- 5. By accepting these Terms and Conditions, the Client agrees to be bound by the provisions of the Terms and Conditions in relation to all transactions involving the purchase of Products from PMR as well as in connection with free-of-charge services provided by PMR to the Client.

# § 2 [Definitions]

- 1. In addition to the terms defined elsewhere in the provisions, the following definitions are adopted for the purpose of these Terms and Conditions:
  - a) **Delivery time** the time it takes PMR to prepare and/or complete the purchased Products and/or Services and forward them for dispatch by the appropriate delivery method: electronically or by post.
  - b) **Working days** all days of the week from Monday to Friday, excluding public holidays in Poland.





- c) Client a natural person, a legal person and an organisational unit without legal personality, to which the applicable law grants legal capacity, being the user PMR's Services and/or purchaser of PMR's Products. PMR does not provide services to consumers.
- d) Organisation a Client that is a single natural person, a legal person or an organisational unit without legal personality, to which the law grants legal capacity, which within its business activity purchases a Product from PMR and has a single tax identification number; in particular, for the purpose of licences granted under these Terms and Conditions, persons within an organisation shall not be deemed to be employees, partners, members of bodies and regular collaborators of: (a) related parties within the meaning of the Accounting Act of 29 September 1994; (b) affiliated or parent companies within the meaning of the Commercial Companies Code of 15 September 2000; (c) linked enterprises within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.
- e) **Payment by card** payment made by the Client using a payment card via an electronic payment system.
- f) PMR's Web portal free online service owned by PMR, which can be used by an unlimited number of users and operates under the address: mympr.pro, including all subpages
- g) Products paid reports, newsletters, statistics and forecasts, databases, databases of products, companies, investment projects, analyses, compilations and listings, training, workshops, webinars, conferences and other paid meetings and publications that are offered by PMR in the Shop and to which access is provided through mypmr.pro; Products are made available to Clients online (electronically) by accessing mypmr.pro, digitally (Digital Products, i.e. not recorded on a physical medium) or delivered by other means (Other Products, i.e. for instance, recorded on a physical medium and delivered by courier or postal service). Electronic products are made available in PDF, PPT, WORD and XLS formats.
- h) **Unpublished products** Products offered by PMR through the Shop, the production of which has not yet been completed, designated as Products unavailable at the time of placing an Order, including but not limited to those with a future date, or as 'available soon', 'upcoming'.
- i) **Published products** Products offered by PMR through the Shop, the production of which has been completed and which are available at the time of placing an Order.
- j) **Bank transfer** payment made by the Client at a bank, through an online account, a physical transfer or at a post office.



- k) Client's Parent company for the Client being a company, it is exclusively the parent company within the meaning of the Commercial Companies Code of 15 September 2000.
- I) mypmr.pro a service providing the Client with access to Products/Services purchased online via the website (<a href="https://mypmr.pro/account/login">https://mypmr.pro/account/login</a>) and its subpages, with the use of access details (username/account name and password) supplied by PMR to each User indicated by the Client when purchasing Products.
- m) **Force majeure** any event whose occurrence and consequences have not been foreseen by the Parties on the date of concluding the contract for participation in a given meeting, such as wars, riots, natural disasters or epidemics. For the purpose of these Terms and Conditions, the circumstances accompanying the global SARS-COV-2 (COVID-19) epidemic, including the restrictions and other countermeasures put in place to combat this epidemic by the governments of countries which have jurisdiction over issues related to the meeting, are considered Force majeure within the meaning of these Terms and Conditions.
- n) **Shop** the mypmr.pro online shop, operating at <a href="www.mypmr.pro">www.mypmr.pro</a>, offering Products and Services included in the Shop's range, via the Internet; the owner of the Shop is PMR, tel: +48123405100, e-mail address: <a href="info@mypmr.pro">info@mypmr.pro</a>, however, for the purpose of these Terms and Conditions, it is understood that the definition of the Shop is not limited to the website where ICT functionalities for placing direct orders of Products are made available, but also covers the website with commercial information about the Products operated by PMR, provided that the orders for the Products and their acceptance are documented via e-mail messages exchanged between authorised representatives of PMR and the Client.
- o) Contract an agreement concluded between PMR and the Client, on the basis of which PMR is obliged to provide the Client with access to mypmr.pro Services and/or to send Products to the e-mail and/or postal address provided by the Client, which may be combined with an unlimited-term licence to use a Product specified in the Contract.
- p) Services chargeable and free-of-charge services provided by PMR electronically to Clients, offered e.g. through the Shop, mypmr.pro Services (e.g. sharing/delivery of reports, newsletters, marketing, informational and commercial mailings, databases, analyses, articles, compilations and rankings, and other materials and publications, e.g. in the form of websites, HTML, Word, Excel, PDF files).
- q) **User** an individual who is the Client, its employee or collaborator, indicated during the Product purchase.
- r) **Terms and Conditions** these Terms and Conditions as amended.
- s) **Order** making of an offer to conclude a contract (for the purchase of Products and/or use of paid Services) by completing and accepting/sending to PMR the appropriate order form: electronic, printed or in PDF/Word format.



### § 3 [Licence granted by PMR]

- 1. PMR gives licence for the Products purchased from the Shop for the following fields of use:
  - a. to make a Product available within the Organisation, in whole or in part, by making it accessible to the following groups of persons: employees, partners who are natural persons, members of organisation bodies and natural persons who are regular collaborators of the Client and with whom the Licensee is bound by a civil law
  - b. to use of data a Product contains in order to prepare internal (shared within the Organisation with the groups of persons referred to in item (a) above) presentations and reports, analyses and to plan the Client's business activities (business plans, business development strategies);
  - c. to use of the data to compile reports and presentations for the Client's Parent companies;
  - d. to record and copy the Product, in whole and in part, solely within the Organisation and to the extent that is technically necessary for the fields of use indicated in items (a)-(c) above.
- 2. The Product that PMR licenses for use is information about specific industries or market sectors that is not publicly available. The Products are the result of PMR's research and analyses and many years of experience enabling the best interpretation of data. Due to the ease with which data can be used without consent and in a manner contrary to PMR's interests, PMR must provide appropriate safeguards and strictly define the fields of use of the licensed Products. Any wish to make wider use of the Products shall require PMR's consent, expressed through the conclusion of a separate agreement in accordance with the procedure described below under § 4 para. 6 of the Terms and Conditions.



3. The following table contains examples of permissible and impermissible use of the Products in accordance with the licence provisions:

in accordance with the licence provisions.	T
Unlimited sharing and use of the Product within	
one Organisation	yes
Unlimited sharing of the Product with	
employees and members of the Organisation's	
bodies, with the Client being liable for the acts	
and omissions of such persons as for the	
Client's own acts and omissions	yes
Preparing, on the basis of provided data, of	
internal reports, analyses, business plans and	
company development plans for the needs of	
the Organisation	yes
Preparing, based on the provided data, of	
presentations for the management board,	
supervisory board, general meeting or	
shareholders' meeting and other internal	
bodies in the Organisation	yes
Sending of the Product or data it contains to	
subsidiaries	no
Sending of the Product or data it contains to	
affiliates	no
Sending of the Product or data it contains to the	
parent company	no
Preparing of presentations and analyses for the	
parent company based on the provided data	yes
Publication of the Product, e.g. in annual	, yes
reports, its use in consultancy projects for other	
entities	no
Citatics	110

# § 4 [Licence terms]

- 1. Any recording, reproduction and sharing of the Product outside the scope of this licence is not permitted, in particular the licence does not cover providing access to the Products, in whole or in part, to the Client's contractors or customers.
- 2. The Client shall use the Products only as authorised in the licence agreement.



- 3. The Client shall ensure that the members of his/her Organisation to whom he/she makes the Product available in accordance with the scope of the obtained licence do not infringe the licence provisions, in particular by distributing, publishing or providing access to the Products in any form to persons or entities that are not covered by the fields of use specified in § 3 para. 1 of the Terms and Conditions. The Client shall be liable for any acts and omissions of the members of his/her Organisation to whom he/she makes the Products available in accordance with the granted licence as for the Client's own acts and omissions.
- 4. Any copying, distribution or sharing of the Products (in whole or in part, and in the case of mypmr.pro Services also of access data to the Services) falling outside of the scope of the licence granted to the Client is not permitted, including when the Client refers to the source of the shared data.
- 5. Any copyright information contained in the Products is directly incorporated into the licence terms by reference.
- 6. PMR may refuse to carry out an Order on the basis of these Terms and Conditions to Clients that conduct competitive business (in particular, business entities which carry out research studies, provide consultancy services, banks or investment entities). In such a case, the Client and PMR shall enter into a separate agreement setting out their mutual rights and obligations regarding the use of the Products and confidentiality, on terms that reflect the Parties' mutual relations and the competitive nature of their business.

# § 5 [Provision of services online]

- 1. In order to ensure the proper and full online use of the Services, including the Products, Clients must have:
  - a. a device with Internet access;
  - b. a PDF (Portable Document Format) reader software;
  - c. Microsoft Office or Microsoft Office-compatible software;
  - d. one of the following web browsers: Microsoft Edge, Firefox, Google Chrome, Opera or Safari.
- 2. Services offered by PMR free of charge include the possibility for the Clients to view and read content (i.e. files, texts, photos, graphics, data, listings, etc.) provided by PMR free of charge by e-mail and posted on PMR's Web portals part of free access to PMR's Web portals and under trial/free access to priced Products. The agreement for the provision of free Services is concluded when the Client performs any action using a file, on PMR's Web portal or in a Product (e.g. opens a file, clicks on a link given in an e-mail or on the website in order to read any information).
- 3. The conclusion of a contract for the provision of chargeable Services online, the purpose of which is to enable the Client to access Products (including the Product Delivery Service and the Subscription Agreement), shall take place when the Client places an Order for the respective chargeable Service offered in the Shop and once the Client's order has been accepted by PMR. The amount of fees and payment methods are specified by PMR in the Shop. In the case of a chargeable Service, the Client shall use the Service and/or the Product only in the manner defined in the licence granted by PMR.





- 4. The Client shall protect access details (i.e. username/account name and password) for the PMR's Services against unauthorised use. The Client shall not pass on to third parties or other entities any information that would enable unauthorised persons to log on to PMR's Services, in particular he/she shall not share with third parties or other entities his/her username/account name, password or other details used for authentication in PMR's Services. PMR's Services shall be used in accordance with the provisions of these Terms and Conditions (any attempts to influence the operation of the service, hacking, etc. are prohibited).
- 5. PMR's Services shall be available 24 hours a day. PMR may temporarily disable access in the event of technical problems or for other reasons beyond PMR's control. Re-launch shall take place as soon as an obstacle or reason for suspension has been removed. PMR may carry out maintenance work, software updates, etc., during which PMR's Services may not be available.
- 6. PMR declares that the Services provided under these Terms and Conditions as well as the Products offered hereunder are for informational purposes only. PMR informs that the Client uses the Services solely at their own risk and expense. The Client accesses, uses, and relies upon content available through the provided Services at their own risk. PMR expressly disclaims liability for any direct or indirect damage suffered by Clients or any third party, which may result from the use of information supplied by PMR for business, investment or professional purposes, and does not give any warranty, either implied or explicit, on the information provided in its Products.

### § 6 [Conclusion of contracts]

- 1. The provisions under § 5 of the Terms and Conditions shall also apply, mutatis mutandis, to the Shop's operations.
- 2. Information about Products posted in the online Shop does not constitute the Seller's offer as defined in the Civil Code, but is only an invitation to make an offer for entering into a contract. Once the Client places a purchase Order, the Product prices and descriptions become legally binding.
- 3. The procedure for placing the purchase Order is the following:
  - a. The Client e-mails PMR and requests a quotation stating:
    - i. language version for each selected Product;
    - ii. payment method preferred by the Client out of those offered by PMR for the Product;
    - iii. delivery method preferred by the Client out of those offered by PMR for the Product;
    - iv. the Client's identification details and the User's personal data;
    - v. data necessary for PMR to issue a VAT invoice and to deliver the Products.
  - b. A PMR's representative contacts the Client in reply to the Client's enquiry by sending a purchase order form and these Terms and Conditions together with the current price for the Products selected by the Client;





- c. Using the form, the Client places a purchase Order, which is also an offer to enter into a contract with the Shop owner. The Order shall be deemed to have been placed and the contract concluded when the Client correctly completes and accepts/submits the Order form to PMR and PMR accepts the Order thus placed;
- d. PMR, through its representative who has provided the Client with the Order form, accepts the submitted purchase Order; at this point, the Contract is deemed concluded by PMR and the Client on terms described in the purchase Order and under these Terms and Conditions.

# § 7 [Payment]

- 1. The applicable methods of payment for Orders are:
  - a. bank transfer;
  - b. payment by credit card.
- 2. In the case of a bank transfer, the Client must quote the invoice number in the description field
- 3. Payment by card is processed via an authentication and settlement centre operated by a specialised third party, where the buyer is redirected via a secure SSL connection.
- 4. Product prices listed in the Shop are exclusive of VAT. VAT is added to the price in accordance with applicable regulations.
- 5. Product prices in the Shop are quoted in the euro. A VAT invoice provides the price for the Product in EUR and PLN. The Product price given in PLN shall be converted according to the average EUR/PLN exchange rate determined by the Central Bank of Poland (NBP) on the working day preceding the invoicing date.
- 6. The VAT invoice shall be issued in the electronic form and sent by e-mail to the e-mail address indicated by the Client, which the Client agrees to by accepting these Terms and Conditions. PMR may also issue a paper invoice.
- 7. If the Order price is not paid in full on time within the period specified in the invoice, PMR may unilaterally cancel the Order.

### § 8 [Delivery]

- 1. PDF Products or Products made available to Clients via mypmr.pro are delivered within 2 working days of making a full payment to PMR. PMR may withhold its performance until the Client has paid in full. PMR shall deliver Products either (i) by sending the Product to the e-mail address indicated by the Client; or (ii) by granting the Client access to view the content of the Product on mypmr.pro.
- 2. Where a Service which allows the Client to download Products directly from the Shop's website is available, the Products in their electronic version shall be deemed delivered as soon as PMR has made the Products available to the Client on the Shop's website.





- 3. The Shop shall not be liable for non-delivery of the Products or non-performance of the Services due to an erroneous e-mail address provided by the Client, blocks on the Client's email servers, on the provided by the Client e-mail address or on the Client's computer/network, or for other reasons beyond the Shop's control, including malfunctioning of the Internet.
- 4. Unpublished Products are unavailable at the time the Contract is entered into. Delivery of unpublished Products shall take place after they have been published, that is after their production has been completed, under the conditions described in these Terms and Conditions. Delivery times for unpublished Products are calculated from the date of publication thereof or payment of the due fee (whichever is later). The Client shall be informed of the Product publication date by PMR's sales department.
- 5. PMR reserves the right to withdraw from the production of an unpublished Product at any stage of that production. PMR accepts no liability in the event of cancellation of an unpublished Product. In particular, PMR shall not be liable for any damage or lost profits incurred by the Clients as a result of the cancelled purchase of a Product the publication of which the Client hoped for.
- 6. All purchases made are final. If PMR and the Client conclude a Contract, the payments made shall not be refunded, but in special cases, upon PMR's consent, the parties may change the subject of the agreement so that the payment for the Product may be used to purchase another Product offered by PMR in its Shop. If the Client is hesitant about the purchase, it is recommended that he/she should contact the sales department to obtain a detailed presentation of the Products (tel: +48123405130; email: <a href="mailto:sales@pmrcorporate.com">sales@pmrcorporate.com</a>).
- 7. PMR may terminate the Contract with immediate effect and shall have the right to cease providing the Services and/or delivering the Products or to block or deny the Client's access to PMR's Service without notice in the event that the Client breaches any of the terms of the licence granted for the Product. Termination of the agreement by PMR for the aforementioned reasons shall not result in PMR's obligation to refund the Client any fees already charged.

### [Participation in PMR's business meetings]

- 1. Participation in a PMR business meeting is contingent upon registration for the selected meeting and payment of the applicable participation fee, as set out in the Shop.
- 2. The participation fee covers:
  - a. attendance at experts' lectures;
  - b. participation in a Q&A session;
  - c. participation in a panel discussion with the participants;
  - d. coffee breaks and a meal provided during the event;
- 3. supplementary materials.



- 4. The provisions on placing purchase Orders and making payments for the ordered Products in § 6-7 shall apply accordingly to ordering training courses, subject to stipulations made in the following paragraphs.
- 5. The Order for participation in a business meeting shall include the name of the event and the date on which it is to be held, selected from among those available in the Shop, and a list of participants who are to take part in the meeting.
- 6. If a larger number of participants is registered by a Client for a business meeting, PMR provides for the possibility of organising a meeting for one Client or arrangement of another meeting.
- 7. Payment for participation in the event should be made as follows:
  - a. If an order is placed more than 30 days before the event, payment shall be made on the basis of a pro-forma invoice within the period indicated on that invoice (not longer than 14 days of the date of issuing the pro-forma invoice), to the account specified thereon. Upon receipt of the payment, PMR issues an advance invoice. The final VAT invoice shall be issued after the service has been provided. In this case, the order value and the service price shall be valued in PLN, according to the average EUR/PLN exchange rate determined by the NBP on the day preceding the date of issuing the pro-forma invoice. Settlement of the advance shall take place in PLN only, based on the valuation;
  - b. If an order is placed up to 30 days before the event, payment must be made against a VAT invoice within 14 days of its issuing, to the account stated on the invoice, yet no later than the day before the event.

PMR has the right to verify and refuse entry to the organised event to any participants whose attendance in the event has not been paid for.

- 8. The participant has the right to withdraw from the business meeting under the conditions set out below:
  - a. In the event of cancellation not later than 30 days before the meeting for which the registration has been made, the participant shall be charged a handling fee of €250 + 23% VAT for each cancellation;
  - b. In the event of cancellation made less than 30 days before the meeting, the participant shall be charged the full cost of attendance on the basis of the issued invoice and shall not be entitled to any refund;
  - c. In the event of non-attendance at the meeting, and in the absence of a written cancellation, the Client shall pay the total participant fee as specified in the contract;
  - d. Cancellation must be made by communicating such decision in the form of a document sent to the following e-mail address: events@pmrcorporate.com.
- 9. If the Client wishes to change the person registered for participation in the meeting, he/she should notify the organiser thereof immediately, at least by making the respective statement (e.g. by e-mail).
- 10. If the meeting is cancelled through the fault of PMR, the participation fee shall be refunded within 14 days of the date of the scheduled meeting.





- 11. The organiser reserves the right to change the agenda and venue as well as the date of the meeting.
- 12. Any cancellation, change of venue or date of the meeting caused by circumstances for which PMR is not responsible shall not be deemed a breach of these Terms and Conditions. In particular, PMR may cancel the meeting or make appropriate changes to the venue or date of such meeting in circumstances caused by Force majeure. No fees paid by Clients shall be refunded in the event of cancelled participation in a meeting related to a change in the agenda and venue or the date of the meeting necessitated by Force majeure.
- 13. The organiser informs that the Client uses the provided information solely at their own risk and expense. The Client accesses, uses, and relies upon such information at their own risk. PMR expressly disclaims liability for any direct or indirect damage suffered by Clients or any third party, which may result from the use of information supplied by PMR for business, investment or professional purposes, and does not give any warranty, either implied or explicit, on the information provided during the organised business meetings.

### [Complaints]

- Complaints can be made, for example, by contacting PMR's sales department (e-mail: sales@pmrcorporate.com) or by sending a letter by registered post to the following address: PMR Ltd. Spółka z ograniczoną odpowiedzialnością, ul. Królewska 57, 30-081 Kraków, Poland.
- 2. In the event of defects in the Product (physical defects in the Product), the Client shall only have a right to request PMR to rectify the defects in the Product (to deliver the Product without defects). PMR shall have 14 days to rectify the defects. In the event of defects in the Product, the Client shall not have a right to withdraw from the contract, nor can he/she demand a reduction in the fee defined for the Product. PMR disclaims liability for legal defects in the Product. Due to the nature of the Products, any characteristics of the Product content (data and their compilation, layout, information) shall not be considered the Product's defect (fault), except for technical problems preventing access to or display of the Product.
- 3. The Client is obliged to lodge a complaint within up to 2 months from the date of PMR's granting access to the Product. PMR shall have 14 days to handle the complaint. The complaint must include the Client's name and postal address and:
  - a. in the case of Services requiring registration, the username/account name of the Client;
  - b. for Services requiring an e-mail address, the Client's e-mail address given to PMR during the purchase procedure.
- 4. The Client shall be notified of PMR's decision in writing, by a letter sent to the address specified in the complaint delivered by registered post. If the Client has filed the complaint in another way, e.g. by e-mail, the same form shall by used by PMR to respond to the complaint.



### [Personal data protection]

- 1. Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter **GDPR**), PMR informs that:
  - a. The Administrator of your personal data is PMR Ltd Sp. z o.o. with its registered office at ul. Królewska 57, 30-081 Kraków;
  - b. Contact to the personal data protection controller at PMR Ltd Sp. z o.o.: <a href="mailto:dpo@mypmr.pro">dpo@mypmr.pro</a>;
  - c. Your personal data will be processed for marketing purposes on the basis of Article 6(1)(a) GDPR and as necessary for the performance of contracts concluded based on Article 6(1)(b) GDPR;
  - d. The recipients of your personal data will be service providers that supply our company with technical and organisational solutions (ICT service providers, software providers, courier and postal companies, legal and debt collection services);
  - e. Your personal data will not be transferred to a third country/international organisation;
  - f. Your personal data will be processed for a minimum of 6 years or until you revoke your consent;
  - g. You have the right to access your personal data and the right to request its rectification, erasure, restriction of the processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the data processing based on the consent before its withdrawal;
  - h. You have the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data is in breach of the GDPR provisions;
  - The processing of your data will not be automated, including by profiling.
- 2. If PMR becomes aware of the Client's use of the Products and/or Services in a manner violating the law, the granted licence or the Terms and Conditions, PMR may process the Client's personal data for the purpose and to the extent necessary for establishing the Client's liability.
- 3. PMR may process, inter alia, the following personal data:
  - a. surname, first names, gender of the Client and the User;
  - b. the Client's tax identification number (NIP);
  - c. the Client's addresses, including country, city and postal code;
  - d. the Client's and the User's e-mail addresses and websites owned by the Client;
  - e. the Client and the User's telephone numbers;
- 4. type of business activity conducted by the Client, name of the business activity, place of the Client's business.





- 5. PMR may also process, inter alia, the following data characterising the Client's use of the Service:
  - a. designations identifying the telecommunications network termination point or ICT system used by the Client;
  - b. information about the commencement, termination and scope of each use of the Products and/or Services, as well as PMR's Web portals and Shop.
- 6. By accepting the registration form, the contact form or the Order form, the Client provides his/her personal data, which is necessary for the conclusion of a contract. The provision of personal data is voluntary. Refusal to provide personal data will make it impossible to conclude a contract with PMR.
- 7. PMR safeguards personal data provided by the Clients. The data are protected against unauthorised access.
- 8. The User has the right to unsubscribe from electronic newsletters, marketing, information and commercial mailings and other communications from PMR. The User may unsubscribe from free subscription by using the link provided in each e-mail or e-newsletter sent to the User by PMR or by sending an e-mail with 'UNSUBSCRIBE' in the subject to marketing@pmrcorporate.com.
- 9. The rules for the processing of personal data by PMR are detailed in the Privacy Policy available at: [https://mypmr.pro/privacy-policy].

### [Citation Policy]

The provisions of the Citation Policy may be updated from time to time without prior notice. The current version of the Citation Policy can always be found on PMR's websites at <a href="https://mypmr.pro/citation-policy">[https://mypmr.pro/citation-policy</a>]. PMR reserves the right to use the results of its research, including the right to refuse publication of this information by third parties. The Client's acceptance of these Terms and Conditions is tantamount to the acceptance of the Citation Policy.

#### § 13

#### [Final provisions]

- 1. The foregoing version of the Terms and Conditions shall enter into force on 9<sup>th</sup> January 2023 and shall apply to all Orders placed on and after that date. The Terms and Conditions are available on PMR's Websites in a format that can be downloaded, saved and printed by the Client
- 2. PMR reserves the right to amend these Terms and Conditions. Orders placed by the Client in the Shop before the date of introducing amendments to these Terms and Conditions shall be fulfilled on the basis of the provisions in force on the date of placing the Order. Any changes to these Terms and Conditions of sale shall be effective from the date of their publication on PMR's Websites.





- 3. Matters not covered by these Terms and Conditions shall be governed by Polish law (applicable law).
- 4. The court competent for disputes arising from contracts concluded between PMR and the Client shall be a Polish common court (exclusive jurisdiction) having jurisdiction over PMR's registered office.
- 5. PMR reserves the right to change prices of the Products and/or Services on offer, to add new Products and/or Services to the Shop's offering, to run marketing and promotional campaigns and to make changes thereto. The prices of the Products and/or Services ordered by the Client through the Shop that are valid at the time of the Order placement and conclusion of the contract are binding on the parties and must not be unilaterally changed.
- 6. The Shop shall not be liable for the message transmission to the e-mail address provided by the Client that has been blocked by mail server administrators and for the deletion and blocking of e-mails by software installed on the Client's hardware.