

# ELECTRONIC SERVICES PROVISION REGULATIONS

## § 1

### General Provisions

1. These regulations ("Regulations") have been introduced by Idea & Marketing Beata Małólska with registered office in Janczewice (05-506), at ul. Jedności 118, NIP (VAT No.): 1230025582, REGON (Statistical No.): 388439940 ("Service Provider"), which provides services for the organization of Watercoolers Europe industry conference ("Conference").
2. These Regulations set out the terms and conditions on which the Service Provider provides free of charge the possibility of using the <https://we2024.systemcoffee.pl> website ("Portal"), including its content and the tools contained therein, as well as the services provided via this channel. They also define the rights and obligations of the Service Provider and persons using the Portal ("Users"), as well as the terms and conditions for the provision of electronic services by the Service Provider.
3. The Service Provider provides to Users services in the field of enabling the use of the Portal on the terms set out in the Regulations ("Services" or "Electronically Provided Services").
4. These Regulations are made available to Users free of charge via the Portal in the form that allows them to be downloaded, saved and printed. The User is obliged to read the content of the Regulations before starting to use the Services.
5. Only an adult natural person who meets the conditions set out in these Regulations may be the User of the Portal.
6. Starting to use the Services covered by these Regulations is equivalent to the familiarization with the content hereof, understanding it, as well as full acceptance of the Regulations, and it results in the conclusion of an Agreement for the provision of electronic services between the User and the Service Provider.
7. The User is obliged to use the Portal, including the information provided therein, in accordance with the intended use of the Portal, applicable law, the provisions of these Regulations and good morals.
8. The User acknowledges and accepts that it is forbidden to provide the Service Provider with illegal, offensive or misleading content, as well as content that contains viruses or may cause disruptions or damage to ICT systems.
9. If the User does not agree to the terms and conditions set out in these Regulations, the use of the Portal is not allowed.

## § 2

### Scope of the Services

1. Via the Portal, the Service Provider provides electronically the following Services:
  - a. Access to information about the Conference, as well as to other content available on the Portal;
  - b. Creation and maintenance of the Customer's Account;
  - c. Placing of and paying for an order for an admission ticket to the Conference
  - d. Providing the possibility to update some personal data and invoice data on one's own;
  - f. Providing the possibility to delete personal data;
  - g. Viewing the current status of the User's obligation resulting from placed order;
  - h. Previewing the payment date resulting from placed order;
  - i. Providing access to the information on the bank account number for the payment for the order placed;
  - j. Settlements of transactions by credit card and e-transfer through PayU.
  - k. Enabling payments for the order placed in euros using selected pay cards.
  - l. In the event of the User's consent - informing the User about promotions, discounts, as well as products and services offered by the Service Provider;
  - m. Providing the possibility to contact the Service Provider through the Contact Form available on the Portal;
  - n. Providing the possibility to contact the Inspector for the Protection of Personal Data;
  - o. Other Services provided under separate agreements, in particular those referring in their content to these Regulations.

## § 3

### Technical Conditions for the Provision of the Services

1. The use of the Portal by the User requires meeting of the following technical requirements:
  - a. The use of the Internet Explorer 9.0 (or newer), Google Chrome or Mozilla Firefox web browser;

- b. Having access to the Internet public network;
  - c. Enabling Cookies and Javascript;
  - d. The user must have an active and correctly configured e-mail account.
2. Disabling cookies does not block the use of the Services, but in special cases may cause difficulties in connecting with the Portal. In this case, the Service Provider shall not be liable for any damage resulting from the lack of active support for Cookies on the User's part.
  3. When using the Portal, it is recommended to have updated anti-virus software.
  4. Browser security settings should be set to at least medium level.
  5. The use by the User of other web browsers and operating systems than the ones specified in item 1a above does not guarantee the possibility and efficiency of using the entire Portal or its part with all available tools.
  6. It is unacceptable to use the Portal in a way allowing for or aimed at unauthorized access to the IT system, introducing malicious software thereto, adding illegal content or preventing the proper functioning of the Portal.
  7. The Services are provided using the SSL protocol.

#### **§ 4 Registration**

1. User registration takes place by completing the registration form available on the Portal.
2. When completing the registration form, the User is obliged to provide the required information and personal data.
3. To be able to send the registration form and to complete the User's registration on the Portal, it is necessary to submit a declaration of acceptance of the content of these Regulations and reading of the content of the information obligation regarding the processing of personal data, which can be found in the Privacy Policy.
4. After completing the User's registration on the Portal, each logging in of a User to the Portal shall require the use of a valid login and password.
5. Creating an account on the Portal takes place regardless of possible placement of an order.
6. The User bears full responsibility for a violation of the law or for damage caused by his/her actions on the Portal, in particular by providing misrepresenting or false data, infringement of personal rights or copyrights and related rights.

#### **§ 5 Provision of Electronic Services**

1. The User has the right to terminate the Agreement for the provision of electronic services at any time. The implementation of such an instruction is equivalent to de-registering from the Portal and deleting the Customer's Account. The Service Provider reserves the right to refuse to deactivate the Customer's Account, despite the termination of the Agreement for the provision of electronic services, until the end of the legal relationship resulting from the concluded agreement.
2. The Service Provider has the right to terminate the Agreement for the provision of electronic services at any time, in particular in the event of a breach of these Regulations, as well as for important technical, organizational or legal reasons, without the necessity to substantiate such reasons to the User. The User will be informed about the termination of the Agreement for the provision of services with a 7-day notice period by posting an appropriate statement on the Portal. The termination of the Agreement for the provision of electronic services is equivalent to deletion of the Customer's Account.
3. Termination of the Agreement for the provision of electronic services and deletion of the Customer's Account does not affect the validity of contracts concluded by the User via the Portal.
4. The User has the right to withdraw from the Agreement for the provision of electronic services within 14 days from the date of its conclusion. To meet the deadline, it is sufficient to send a scan of signed declaration of withdrawal within the above-mentioned period to the e-mail address indicated on the Portal. The User may use the template of the withdrawal from the Agreement for the provision of electronic services, which is attached to these Regulations.

#### **§ 6 Customer's Account**

1. Logging in to the Customer's Account requires positive verification of the User's identity on the basis of entered Login and Password.

2. The password is a string of is at least 6 numeric or alpha-numeric characters.
3. A Customer's Account is created once upon the first login to the Portal.
4. The User is obliged to keep his/her login and individual password secret, and to protect them against accessing by third parties. The Service Provider shall not be liable for any damage resulting from the provision by the User of his/her Login or Password to any third parties.
5. The User is obliged to update the personal data provided when necessary.
6. All activities performed after logging in to the Portal are considered to be performed independently by the User.

## **§ 7**

### **Terms of Use of the Portal**

1. The User is obliged to use the Portal in accordance with applicable law, the provisions of these Regulations and good morals.
2. The User is entitled to use the resources of the Portal exclusively for their own purposes. This means, in particular, that with regard to data and any other materials contained in the resources of the Portal, both those that are protected under copyright law and those that are not subject to such, it is not allowed to use the above materials for the purpose of conducting a commercial business by the User.
3. The Service Provider reserves the right to block access to the Portal at any time in the event of a breach by the User of the terms of its use, in particular in the following situations:
  - a. provision of false personal data,
  - b. sharing of login or password with third parties,
  - c. violations of good morals, including in relation to the content of the information and texts posted on the Portal, as well as in relation to the Service Provider.
4. Blocking the access to the Portal is equivalent to the termination of the Agreement for the provision of electronic services by the Service Provider, however, it does not affect the validity of the contract concluded via the Portal.
5. The proprietary copyrights to any content provided by the Service Provider and any graphic elements of the Portal are vested in the Service Provider. The use of the Portal does not entail acquiring any rights or licences to such content or elements by the User. The User may use the above-mentioned content and elements only to the extent permitted by mandatory provisions of law.
6. Copying of any elements, information, texts, photos, trademarks or other graphic elements of the Portal, with the intention to use them in whole or in a part, including by linking, in a modified form on other portals/websites, in electronic publications or in hard copy versions, without prior written consent of the Service Provider is prohibited.

## **§ 8**

### **Complaints**

1. The User has the right to submit a complaint related to the provision of electronic services by the Service Provider.
2. Complaints should be submitted in one of the following forms:
  - a. In writing to the Service Provider's address;
  - b. By sending an e-mail to the electronic address indicated on the Portal;
  - c. By telephone call to the number indicated on the Portal;
  - d. Via the contact form on the Portal.
3. A correctly submitted complaint should contain the following data:
  - a. Identification of the User by indicating:
    - The User's first name and surname;
    - The User's e-mail address;
    - The User's residence address;
    - Contract/order number (if concluded).
  - b. Description of the problem causing the complaint;
  - c. The User's request regarding the manner of considering the Complaint;
  - d. Specification of the manner, in which the User wants to obtain the response to the submitted complaint;
  - e. The User's signature - if the complaint is submitted in writing.
4. The Service Provider shall consider the submitted complaint immediately, but not later than within 30 days of its receipt.

5. If, due to the complexity of given case, it will not be possible to consider the complaint within 30 days, the Service Provider will notify the User about this fact, specifying:
  - a. The reasons for the inability to meet the 30-day deadline for considering the complaint,
  - b. The circumstances requiring clarification,
  - c. The deadline for responding to the complaint, which may not be longer than 60 days from the date of receipt of the complaint.
6. The User will be notified of the result of the consideration of the complaint in writing or, at the User's request, via e-mail sent to the e-mail address provided in the complaint.
7. Complaints, in which the User is not identifiable, shall not be considered.
8. In situations where complaints do not contain the elements indicated in item 3 above, the Service Provider reserves the right to contact the User in order to identify him/her, as well as to verify or clarify the details of such complaints.
9. Submission of a complaint does not release the User from the obligation to timely fulfil his/her obligations towards the Service Provider in connection with the concluded contract.

## **§ 9 Final Provisions**

1. These Regulations are available on the Portal.
2. These Regulations come into force on the day they are made available on the Portal.
3. The governing law applicable to the rights and obligations regarding the use of the Portal by the User is the Polish law. In matters not covered by these Regulations, in particular in relation to submission of declarations of will in electronic form, the provisions of Polish law shall apply.
4. The information on the rules of processing and protection of personal data can be found in the Privacy Policy available on the Portal.
5. Subject to the limitations resulting from mandatory provisions of law, the Service Provider shall not be liable for damage arising in connection with the Portal, or its use or inability to use by the User, or in connection with its improper operation, errors, deficiencies, disruptions, defects, delays in operation or data transmission, computer viruses, failure of the link or the IT system.
6. The Service Provider shall not be liable for the lack of access to the Portal for any reasons beyond its control. For security reasons and for any other reasons beyond the control of the Service Provider, the Service Provider's company has the right to block or temporarily suspend access to the Portal for the period necessary to remove any threats or irregularities.
7. The Service Provider reserves the right to change the content available on the Portal, as well as to extend, limit or stop offering both some functionalities and all tools or services available on the Portal. The Service Provider shall notify the User about all and any changes of the essential features of services and tools by means of an appropriate announcement on the Portal.
8. The Service Provider reserves the right to amend these Regulations. The User will be notified of the amendment to these Regulations via a message sent to his/her e-mail address. The new version of the Regulations will also be posted on the Portal.
9. The amended Regulations shall be binding upon the User who does not terminate the Agreement for the provision of electronic services within 14 days from the date of notification of the amendment to the Regulations. The use of the Portal by the User after the introduction of changes to these Regulations shall be equivalent to accepting such changes.

Appendix No. 1 to the Electronic Services Provision Regulations - Withdrawal Form

\_\_\_\_\_  
(place and date)

DECLARATION OF WITHDRAWAL FROM THE AGREEMENT FOR THE PROVISION OF ELECTRONIC SERVICES

I, the undersigned \_\_\_\_\_

residing \_\_\_\_\_

PESEL number/personal ID number/passport number \_\_\_\_\_

hereby declare that pursuant to § 5 (4) of the Electronic Services Provision Regulations, I withdraw from the Agreement for the provision of electronic services concluded with Idea & Marketing Beata Mąkólska with registered office in Janczewice.

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(handwritten signature)