

REGULATIONS
OF YAWAL S.A. CUSTOMER PANEL
&
KNOWLEDGE PANEL

§ 1 General provisions

1. The Regulations define the conditions of use and functioning of the website: "**Yawal S.A. Customer Panel and Knowledge Panel**", hereinafter referred to as the "**Panel**".
2. The Regulations define the duties and responsibilities of the Controller as the entity managing the Panel and responsible for the processing of personal data, as well as the rights and obligations of registered Entrepreneurs.
3. Using the Panel is dependent upon the acceptance of the provisions of the Regulations and compliance with their provisions.
4. Yawal S.A. Customer Panel allows the Entrepreneur to check the status, history and data of orders placed with the Controller, commercial terms and conditions offered to the Customer by the Controller, and also enables the Entrepreneur to send orders for commercial goods or services offered by the Controller, handle these transactions, submit and handle complaints, and access documents such as invoices and delivery notes.
5. The Knowledge Panel provides Entrepreneurs with access to documents, marketing materials and files made available by the Controller and available for download.
6. Creating an account in the Panel is available only to entrepreneurs conducting business activities disclosed in public registers or records.

§ 2 Definitions

1. The following definitions have the below meaning in these Regulations:
 - 1.1. **Data Controller** - the entity managing the Panel and responsible for the processing of personal data, which is Yawal S.A., with the registered office in (42-284) Herby at ul. Lubliniecka 36, entered into the register of entrepreneurs of the National Court Register with number 0000049053, company documentation kept at the District Court in Częstochowa, a holder of REGON [*Business Statistical No.*]: 150260970, NIP [*Tax Id. No.*]: 5730106096, BDO [*Waste Database*]: 000004265, share capital in the amount of PLN 3,723,368.32, fully paid.
 - 1.2. **Account Activation** – changing the status of the Entrepreneur's account to "active". The account is activated by an employee of the Controller immediately after successful verification of the Entrepreneur's identity.
 - 1.3. **Password** – a confidential string of characters, set individually by the Entrepreneur, used to authenticate logging in to the Panel.

- 1.4. **Entrepreneur's Account** - an available space in the Panel through which the Controller provides the Entrepreneur with the opportunity to use the Panel. One e-mail address can only be assigned to one Account; An Entrepreneur may have several accounts with different e-mail addresses assigned to them.
- 1.5. **Login** – an e-mail address provided by the Entrepreneur in the Account Activation process. The Entrepreneur is identified in the Panel using the Login;
- 1.6. **Panel** - an IT system available at <https://customer.yawal.com>, enabling the Entrepreneur, among others, to read commercial terms and conditions and enter into commercial transactions.
- 1.7. **Entrepreneur** – an entity for which the Account is created, gaining access to it via the Panel. It can only be an entrepreneur running a business activity disclosed in a public register or records. The Entrepreneur appoints the User.
- 1.8. **Regulations** - these Regulations of the Yawal S.A. Customer Panel and Knowledge Panel.
- 1.9. **GDPR** - 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 (OJ L No. 119, page 1, as amended)).
- 1.10. **User** – a person authorized by the Entrepreneur to use the Account. If the Entrepreneur does not authorize any person, it is assumed that the User is the Entrepreneur.

§ 3 Creating, modifying and cancelling the Account

1. Anyone interested in creating an Account should register using the "Register" option on the main page of the Panel.
2. To register, the Entrepreneur must:
 - 2.1. read the Regulations and accept them, provide the e-mail address and create the Password. Correctly completed registration ends with a message sent to the e-mail address provided during the registration;
 - 2.2. if the Entrepreneur wants to gain access to the Customer Panel, the Entrepreneur must fill in the Activation Declaration, the form of which is the Appendix 1 to the Regulations. The Activation Declaration form will be sent automatically to the e-mail address provided during the registration. Then, an electronic scan of the Activation Declaration, signed by the Entrepreneur with a handwritten signature (legible signature required) or electronically in accordance with the rules of representation disclosed in public registers or records, should be sent to the e-mail address: cpanel@yawal.com;
 - 2.3. provide the below data in the Account being created, necessary to identify the Entrepreneur:
 - 2.3.1. User's full name;
 - 2.3.2. Client group (to be selected: Manufacturer, Architect, Assembler);
 - 2.3.3. Registered address;

- 2.3.4. Company name;
 - 2.3.5. NIP [*Tax Id. No.*];
 - 2.3.6. Phone number
 - 2.3.7. e-mail address.
3. Then, the Entrepreneur's data undergo verification in accordance with the Controller's applicable procedure.
 4. After successful verification of the Entrepreneur's identity, the Account is activated.
 5. Access to the Account is impossible until it is activated.
 6. An account that has not been activated is permanently deleted by the Controller within 30 days.
 7. The Entrepreneur is obliged to immediately update the Controller with his/her data, in particular the e-mail address, company, address, as well as the User's data. The update is made by sending to the e-mail address: cpanel@yawal.com an electronic scan of the declaration with new data, signed by the Entrepreneur with a handwritten signature (legible signature required) or electronically in accordance with the rules of representation disclosed in public registers or records.
 8. Changing the e-mail address provided by the Entrepreneur, which is also the Login to the Account, involves deactivation of the Account and the need to create a new Account.
 9. In order to remove the account from the Panel, the Entrepreneur is obliged to send the Controller information about deleting the Account to the e-mail address: cpanel@yawal.com in the form of an electronic scan of the declaration, signed by the Entrepreneur with a handwritten signature (legible signature required) or electronically in accordance with the rules of representation disclosed in public registers or records.
 10. Deleting the Account results in permanent deletion of data.

§ 4 Conditions of using the Panel

1. Creating and using an Account in the Panel is voluntary and free of charge, however requires providing personal data necessary to create an account.
2. Anyone using the Panel is responsible for the consequences of their actions or omissions.
3. Accepting the Regulations, the Entrepreneur undertakes in particular to refrain from any actions to the detriment of the Controller and other Entrepreneurs.
4. The Panel may be used only for the purposes specified in these Regulations, in a manner that does not violate applicable regulations, the rights of third parties, the Regulations and good practices.
5. The Entrepreneur is obliged to report to the Controller any event related to information and data security in the Panel, immediately after its detection.
6. The Entrepreneur may create more than one Account, while each Account will have a different User. The Controller may limit the number of Accounts held by the Entrepreneur if this negatively affects the functioning or stability of the Panel.

7. Sharing your Account or authentication data with third parties, as well as using the Account of other Entrepreneurs, hindering or preventing the functioning of the Panel or Account as a result of prohibited activities, including using the so-called malware, is prohibited and constitutes a gross violation of the provisions of the Regulations, which may result in immediate deletion of the Account by the Controller.
8. The Controller is not responsible for the actions of the Entrepreneur or the User, in particular the Controller is not responsible for the disposal of data obtained from the Panel. The Controller is not responsible for the accuracy of data, in particular financial and commercial data, provided by the Entrepreneur or made available to the Entrepreneur by the Controller, nor for the security of this data caused by unauthorized access to the Entrepreneur's Account, in particular as a result of the Entrepreneur's failure to update the e-mail address or the User data.
9. The Controller is not responsible for obtaining, updating or deleting data, including personal data of the Entrepreneur or User, with the exception of deleting data in connection with the obsolescence of the Account.
10. The Controller is not responsible for disruptions in the operation of the Panel caused by force majeure or any failure.
11. The Entrepreneur is fully responsible for the actions and omissions of its User.
12. The Entrepreneur is not entitled to any claims against the Controller due to the temporary unavailability of the Panel, in particular technical interruption resulting from the need to perform maintenance, inspections and modifications of the Panel. The Controller, if technically possible, informs the Entrepreneur about planned technical interruptions and their duration by posting appropriate messages on the main page of the Panel.

§ 5 Personal data

1. Personal data contained in the Panel is processed in accordance with the provisions of the GDPR and other provisions of generally applicable law.
2. Providing mandatory personal data (required fields) is required to register an Account and enable the use of the Panel. Refusal to provide this data results in the inability to create an Account and use the Panel.
3. The processing of the Entrepreneur's and User's personal data by the Controller takes place in accordance with the provisions of the GDPR and is necessary in particular for:
 - 3.1. verifying the correctness of the data of the entity applying for access to the Panel;
 - 3.2. enabling registered Entrepreneurs to access and use the Account;
 - 3.3. ensuring a uniform system for handling User accounts;
 - 3.4. enabling the User to log in to the Panel;
4. The content of the information obligation, including contact details of the Controller and the data protection officer, is available on the Controller's website: <https://www.yawal.com/en/information-obligation.html>

5. The Entrepreneur and the User have at any time the right to:
 - 5.1. access their personal data, the right to rectify it;
 - 5.2. request data removal from the Panel database;
 - 5.3. request that data processing is limited;
 - 5.4. object data processing;
6. The Entrepreneur and the User have the right to access the content of their personal data processed in the Panel and the right to correct and update it themselves. These rights are exercised directly in the Panel by Entrepreneurs and Users.
7. The Entrepreneur and the User have the right to request the deletion of their personal data or the removal of the Account from the Panel. Deleting mandatory personal data necessary to register an Account is tantamount to deleting the Account.
8. The Entrepreneur and the User have the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection or another body competent for the administration of justice, if, in the opinion of the Entrepreneur or the User, the processing of personal data violates the GDPR or other provisions relating to the protection of personal data.
9. Personal data in the Panel will not be subject to automated decision-making or profiling.
10. Personal data of the Entrepreneur and User may be disclosed to entities authorized under the currently applicable law or to entities with which the Controller has entered into contracts entrusting the processing of personal data:
11. The Entrepreneur's and User's data will not be transferred to a third country or international organization.
12. The Entrepreneur's or User's data will be stored until the Account is deleted, and after that time the data will be stored for the purpose of securing, pursuing or protecting against claims, in accordance with Art. 6 section 1 letter f) GDPR).

§ 6 Final provisions

1. The Regulations are available in the Panel.
2. The provisions of the Regulations may change at any time. Changes to the Regulations will be made by publishing new Regulations in the Panel and are binding on the Entrepreneur after 7 days from the date of announcing the change.
3. The provisions of the Republic of Poland will apply to all matters and claims arising in connection with the Regulations, and any court disputes arising in connection with the application of the Regulations will be heard by a common court in Poland competent for the seat of the Controller.

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(place, date)

ACTIVATION DECLARATION

Acting on behalf of an Entrepreneur carrying out business activity under the business name:

.....,
..... (address), NIP [tax id. No.]:....., KRS [National Court
Register]:

.....*, hereinafter referred to as the Entrepreneur, I/We hereby declare that*:

- I/we have read* the Regulations of the "Yawal S.A. Customer Panel and Knowledge Panel", I/we accept* its provisions and agree to allow me/us* access to the Panel via the website at: <https://customer.yawal.com/en/>;
- I/we authorize* (name and surname) who will be the User within the meaning of the provisions of the Regulations, I/we provide* the e-mail address of the Entrepreneur..... by means of this e-mail address, the User will be using the Entrepreneur's Account in the Panel, in particular accept commercial terms and conditions offered to the Entrepreneur by the Controller and change them, enter into commercial transactions with the Controller concerning commercial goods or services offered by the Controller, submit and handle complaints;
- I/we undertake* to immediately notify the Controller about changes to the Entrepreneur's data provided to the Controller, in particular changes to the User's data or the e-mail address assigned to the Entrepreneur's Account in the Panel, in particular in the event of termination of cooperation with the User. The Controller will be notified about this by sending to the e-mail address: cpanel@yawal.com an electronic scan of the declaration with new data, signed by the Entrepreneur in person (legible signature required) or electronically in accordance with the rules of representation disclosed in public registers or records;
- I/we* are aware that the Controller is not responsible for the actions of the Entrepreneur or User, in particular the Controller is not responsible for the management of data obtained from the Panel. The Controller is not responsible for the accuracy of data, in particular financial and commercial data, provided by the Entrepreneur or made available to him by the Controller, nor for the security of this data caused by unauthorized access to the Entrepreneur's Account, in particular as a result of the Entrepreneur's failure to update his e-mail address or User data. The Controller is not responsible for obtaining, updating or deleting data, including personal data of the Entrepreneur or User, with the exception of deleting data in connection with the obsolescence of the Account. The Controller is not responsible for disruptions in the operation of the Panel caused by force majeure or any failure.
- I/we* agree for the provisions of the Republic of Poland to apply to all matters and claims arising in connection with the Regulations, and that any court disputes arising in connection with the Regulations shall be reviewed by a common court in Poland having jurisdiction over the registered office of Yawal s.a.
- I/we undertake* to provide our users whose personal data will be processed by the Controller in connection with the use of the Panel, the content of these Regulations, including the provisions relating to the processing of personal data contained in § 5

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(legible signature)