

REGULATIONS OF THE REMOTE LEARNING ORGANIZATION (E-LEARNING) ON THE PFLEIDERER E-LEARNING PLATFORM

CONDITIONS FOR USE AND PARTICIPATION IN THE PROGRAM

1. General information.

Scope of the Conditions of Use/ Persons entitled to participate

- 1.1. The material scope of these Regulations (hereinafter referred to as the “**Regulations**”) includes organization rules and requirements for notification and participation in classes using remote learning methods and techniques on the Pfeiderer e-learning platform (hereinafter referred to as “**e-learning**”) managed by Pfeiderer Polska Sp. z o.o. with headquarters in Wrocław, 42 AB Strzegomska Street AB, 53-611 Wrocław, entered into the Register of Entrepreneurs of the National Court Register under number: 0000247423 (“**Company**” or equivalently “**PFLEIDERER**”).
- 1.2. These Regulations constitute the regulations within the meaning of the Act of 18 July 2002 on the provision of services by electronic means.
- 1.3. By registering on the E-LEARNING platform, the participant simultaneously accepts in a binding and unqualified manner the provisions of these Regulations, in particular the conditions for participation.
- 1.4. The employees of Pfeiderer Group companies, customers of distribution channel – including Pfeiderer Partner representatives and their clients, contractors, architects, designers or enterprises and architectural companies as well as investors and contractors (“**Participants**” or equivalently “**Platform Users**”) are entitled to participate in E-LEARNING.
- 1.5. Private persons not directly indicated in p 1.4 above cannot participate in the E-LEARNING platform training. Should such a need arise, private persons will undergo training via distribution channels.
- 1.6. These Conditions of Participation apply only to the circle of the abovementioned authorized persons, from the moment of their binding application to E-LEARNING as a person participating in on-line training.

2. The main idea, goals and content of the E-LEARNING platform.

- 2.1 The E-LEARNING platform enables the creation of separate e-courses (training content made available in electronic form). The main goal of E-LEARNING is to provide Participants with access to e-courses and resources of the platform, and consequently to enable completion of the training tailored to a specific target group due to the need for them to have product-specific knowledge.
- 2.2 In the event of a justified need, the rules set out in these Regulations may also apply to training in other areas such as human resources (HR) and Occupational Safety and Health (OSH).

3. Registration/ application to the E-LEARNING program/ violation of the conditions of participation.

- 3.1 The condition for using the resources of the Pfeiderer e-learning platform is to make the correct registration with the simultaneous acceptance of the conditions of participation, and thus to have an active account on it. Entitlement to participate must be demonstrated by completing the form, i.e. providing the required information and, if necessary, providing additional data and certificates upon request.
- 3.2 Applications can be made online at the PFLEIDERER website (www.academy.pfeiderer.com) under the “REGISTRATION” column. Participation in e-learning is possible only after activation or written confirmation of registration by PFLEIDERER.
- 3.3 By application to the E-LEARNING program and submitting any documents or forms, each participant shall ensure that the information provided by him on the company and himself/herself, in particular the name and surname, company, postal address and e-mail are true and correct. PFLEIDERER has the right to verify your personal data on the basis of relevant official documents.
- 3.4 If the user provides false personal or company data, or if he participates in E-LEARNING twice, repeatedly or by providing different addresses, that is in contradiction to these terms for participation, he/she may be excluded by the Platform Administrator. The same applies if it should be found that the participant has misused its powers, for example, by selling, exchanging, presented, auctioning or otherwise transferring E-LEARNING services to third parties.
- 3.5 In the event of non-compliance with the rules set out in these Regulations, PFLEIDERER reserves the right to refuse admission to the program or to provide participation in it as part of registration or possibly denying access to the Platform.
- 3.6 Each of the representatives of business entities is entitled to register an individual account. The platform administrator allows the registration of a larger number of participants/employees of a given business entity, each of whom shall receive their own sub-account/access. Legally independent companies (legal units) should be treated as separate participants and in case of doubt they should create a separate account.

4. Products and services available at E-LEARNING.

- 4.1 Participants can view current information/ training modules (e-courses) as part of a provided accessibility.
- 4.2 Only registered Users have access to e-courses and resources of the education platform after previous logging-in.
- 4.3 The exact scope and subject matter of the services at the given time as well as additional information can be obtained directly from PFLEIDERER.
- 4.4 PFLEIDERER reserves the right to change, limit, reduce or replace the scope of services at any time. In particular, there is the possibility that the scope of information offered as part of the e-learning program will change or subjects acquired via e-learning will differ with regard to information. For this reason, apart from the availability of the training sessions offered, there exists no right to permanent access to other specific products and services.

5. Copyright Law.

- 5.1. In accordance with the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2019, item 1231), all materials and resources placed on educational platforms are protected by copyright and thus dissemination, reproduction and disclosure without the authors' permission is prohibited.
- 5.2. Using the Platform is not tantamount to acquiring rights to the content made available on it. The User may use the content of the Platform only within the scope of fair use, including in particular download or print materials placed on the platform (texts, graphics, photos, videos and layout of the presented content) provided that such information is used only for personal use for the purposes of training and is not disseminated.

6. Data security.

- 6.1 The controller of personal data stored and processed on the Platform is Pfleiderer Polska Sp. z o.o. with headquarters in Wrocław, 42 AB Strzegomska Street, 53-611 Wrocław, entered into the Register of Entrepreneurs of the National Court Register under the number: 0000247423.
- 6.2 Pursuant to the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (hereinafter "GDPR") personal data are processed only to the extent necessary to perform agreements and fulfil legal obligations binding the Controller. The data will not be disclosed to third parties. The scope of processing and storage time results from legal regulations. Each natural person has the right to access their personal data, rectify them, delete or limit processing by sending a request to rodo@pfleiderer.com. A complaint to the supervisory body may also be submitted.
- 6.3 By accepting the Regulations and logging into the Platform, the User simultaneously consents to the processing of his personal data by the Organizer.
- 6.4 The participant has the right to access his/her personal data and to rectify them, demand their removal, limit their processing and data transfer, in accordance with the restrictions resulting from Article 15-21 GDPR. Participants have the right to file a complaint with the supervisory body competent for the protection of personal data - the President of the Office for Personal Data Protection.
- 6.5 The data obtained will not be disclosed and transferred to third parties, not including situation where the transfer of data is required by law.
- 6.6 By accepting the provisions of the Regulations, the User acknowledges that in accordance with the provisions of the Act of 18 July 2002 on providing services by electronic means (i.e., J. of Laws of 2017, item 1219. as amended) PFLEIDERER may process without the consent of the User its data necessary to establish, shape the content, modify and terminate the legal relationship, necessary due to the properties of the services provided by electronic means, i.e.: name and surname, company, postal address and e-mail.
- 6.7 All data provided by the participant will be used and processed by PFLEIDERER exclusively for own use. By registering to participate in the e-learning program, the participant expressly agrees that his data will be stored, processed and used to provide information by PFLEIDERER.
- 6.8 The PFLEIDERER company is entitled to use the participant's data for marketing purposes, e.g. to inform about news and products via mail or e-mail newsletter, unless the objection has been explicitly raised against such option. Unregistering from the newsletter is of course possible at any time, regardless of participation in the e-learning program. Proper link will be additionally provided in each bulletin. We also refer to data protection regulations that are available on our website (www.pfleiderer.com).
- 6.9 The platform user undertakes not to transfer his access data to the account on the platform, i.e. username and password, to third parties.

7. Responsibility

- 7.1. PFLEIDERER shall only be liable for damages caused intentionally or as a result of gross negligence or breach of essential contractual obligations, except in cases of detriment to life and health and other cases of mandatory statutory liability. The above limitation of liability applies in particular to damages caused by errors, delays or interruptions in transmission, in the event of failure of technical devices and services, erroneous content, loss or deletion of data or damage caused by "viruses", malware or spyware. PFLEIDERER is not responsible for the contents of third parties.

- 7.2. PFLEIDERER is not responsible for the quality and correctness of services and servicing, should it be lawful in a given case. In addition, PFLEIDERER is not liable in any form for direct or indirect damage resulting from the participation in the e-learning program or the possible unavailability of an internet server.
- 7.3. The Platform's Administrator is not responsible for any damage caused by the use or inability to use the Learning Platform, including loss of data, delays in receiving data or delays in data transmission due to lack of transmission, improper transmission, delays or other interruptions in the provision of services caused by factors independent of him.

8. Maintaining confidentiality of account data and sensitive access data.

- 8.1. Each participant is obliged to treat with strict confidentiality the access and login details and account information made available to him as part of the e-learning program, as well as to protect them against unauthorized access by third parties, the same with regard to content acquired as part of the online product-specific training.
- 8.2. All materials downloaded from the e-learning platform are also covered by strict confidentiality and cannot be disseminated by participants logged into the platform.

9. Availability and termination.

- 9.1. The PFLEIDERER company expressly reserves the right to terminate or nullify, for justified reasons, the e-learning program without giving reasons after prior notification on the PFLEIDERER website, while keeping a time limit of 3 months. This possibility can be used in particular if and treat as a serious reason a situation where due to technical or legal reasons it is impossible to guarantee proper operation of the e-learning program, or if continuation is no longer possible for other reasons while keeping reasonable costs. The participant may at any time terminate participation in the e-learning program without providing reasons.

10. Other Provisions.

- 10.1. These conditions for participation can be changed by PFLEIDERER at any time without the consent of the participants. E-learning and related information are intellectual property of PFLEIDERER.
- 10.2. The provisions of the regulations and all effects resulting from it are subject to the Polish law and jurisdiction of Polish common courts.
- 10.3. The invalidity or unenforceability of one or several of the above provisions shall not affect the effectiveness of the remaining provisions. The ineffective provisions will be replaced by new regulations that will have the same economic goal. The same applies to the provision on gaps in the agreement.
- 10.4. The jurisdiction for resolving any disputes is the common court having jurisdiction over the seat of PFLEIDERER.