

REGULATIONS OF THE PROVISION OF SERVICES FOR USERS OF WINDOW4U CONFIGURATOR

§ 1. GENERAL PROVISIONS

1. This regulation defines the rules of using Window4u Configurator by the Customers and Users, including conditions of the provision by EKO OKNA S.A. (joint stock company) for the Users of Window4U Configurator.
2. The technical condition required to use Window4U Configurator is to have a device with access to the Internet equipped with a web browser, and to have an email account.

§ 2. DEFINITIONS

1. **Window4U Configurator** – an online configurator used for presentation, promoting and advertising Goods offered by the Operator. An access to the configurator led by the Operator is available at: www.window4u.eu. An account - activated for the User by the Operator is a set of User's data, information of activity, operations and cases conducted within Window4U Configurator.
2. **Operator** - EKO OKNA S.A. with the registered office in Kornice, NIP (Tax Identification Number) 6391813241, REGON (National Official Business Register) 277925708. The Operator is not a user of Window4U Configurator within the meaning of this Regulation. The Operator allows to select an interesting range of products for the Customer and to make contact with the User.
3. **Personal Data Administrator** - EKO OKNA S.A. with the registered office in Kornice, NIP (Tax Identification Number) 6391813241, REGON (National Official Business Register) 277925708.
4. **User** - dealer/seller - understood as an adult natural person with full legal capacity, a legal person, an organisational entity to which legal regulations confer legal personality and those without legal personality but able to acquire rights and incur liabilities on their own behalf, that created an Account in the manner provided in the

Regulation. Within the meaning of the configurator, a user - seller/dealer is solely an authorised business partner of EKO OKNA S.A.

5. **Customer** - a natural person, a legal person or an organisational entity without legal personality, attributed legal capacity under the special provisions, that places an Order within Window4U Configurator. Using the configurator does not require creating an account.

The Customer is also a consumer. The consumer is considered as a natural person performing a legal activity with an entrepreneur not directly related to his/her business activity or profession, in accordance with article 22¹ of the civil code.

6. **Agreement** - Window4U Configurator service agreement is concluded for an indefinite period of time between the User and the Operator. In the manner specified in the Regulation that subject is provision of Services within and under the conditions included in the Regulation.
7. **Regulation** - this regulation.

§ 3. GENERAL CONDITIONS OF WINDOW4U CONFIGURATOR USE

1. Use of the Window4U Configurator is free of charge for the Users.
2. In order to use the configurator, a registrator form should be completed, and then, it is accepted by the Operator. A confirmation of granted access to the account and obtaining a status of the User will be sent to an email address given in the form. In case of Operator's refusal to grant access, such information will also be sent to an email address of the entity/person.
3. The Operator is not a seller or a party of the transactions made by Users. In Window4U Configurator Operator informs about goods and enables the User to make a contact with the Customer for the purpose of concluding agreement of sale.
4. The Customer using the Configurator is asked to give a postcode on the basis of which the Customer will be redirected to the nearest User in the vicinity. Then, after choosing interesting goods, the Customer completes the registration form based on which the Configurator redirects the Customer's registration to the User. Next, the User contacts the Customer to discuss details and to close on the sale.

5. Information located on the Configurator website does not constitute an offer within the meaning of the Civil Code, they are merely an invitation to conclude a contract (in accordance with Article 77 of the civil code).
6. The Operator reserves the right to change prices of goods in the offer, implement new goods to the offer, conduct and revoke promotional campaigns on the website of the configurator and implement changes within them.
7. The Operator is not responsible for non-performance or undue performance of User's liability.
8. Proprietary copyrights to components of Window4U Configurator (logotypes of Service, content, compositions) and industrial property rights, including rights of trademark protection placed in the Service are vested to the Operator or third parties. The Operator has the right to use them for information purposes in Window4U Configurator.
9. The Operator will conduct necessary technical breaks during night hours, if possible.
10. It is prohibited to use Window4U Configurator and its contents in an automated way, unless the Operator gives an explicit consent. The consent should be given in written form. In particular, it is prohibited to use bots, Web crawlers and other automated tools enabling use of the service without the User intervention.
11. The User is not entitled to copy, distribute, reproduce or modify any of the content, including the data placed in Window4U Configurator.
12. The User undertakes not to post to the public any of the content that could be considered as violation of decency.
13. The Operator does not take part in making contact between the Customer and the configurator User.
14. The Operator does not participate or mediate in selling of goods offered by the User.
15. The Operator is not liable for the findings of facts between the Customer and the configurator User.

§ 4. REGISTRATION, CONCLUSION OF AGREEMENT, LOGIN

1. The registration in Window4U Configurator takes place after acceptance of the Regulation and completing User's data to the registration form, in particular such information as data of the company, tax identification number, name and surname,

email address, telephone number and password. The data should be in accordance with the actual state, i.e. they should be true, up-to-date and complete.

2. After completing the registration form, the User will receive an email confirming the registration and other information required by the law to end the process of registration.
3. The conclusion of the service Agreement between the User and the Operator under the conditions included in the Regulation takes place when the process of registration is completed in the manner specified in point 2.
4. Within the conclusion of the agreement referred to in point 4, the Operator creates and provides the User with the Account on Window4U that allows to use the configurator in accordance with this Regulation,
5. It is prohibited to use others accounts and to share the account to third parties.

§ 5. PERSONAL DATA; PRIVACY PROTECTION

1. Personal data of the Users are processed in accordance with law, including in accordance with Act of 10 May 2018 Journal of Laws item 1000 on personal data protection, Regulation of the European Parliament and of the Council EU 2016/679 hereinafter GDPR (General Data Protection Regulation). Personal data of the Users are processed in order to provide the services to the Users by the Operator that are specified in this Regulation.
2. The Operator applies available technical and organisational means that ensure protection of data processing, including software security (including data encryption system). The Operator protects the data against their unauthorised access and other cases of data disclosure or loss. The Operator also protects the data against their destruction or unauthorised modification of the indicated data, and against data processing in violation of applicable provisions of law.
3. The Operator provides the Users implementation of the rights resulting from personal data protection act, including the right to access to personal data content and their modification and the right to control processing their personal data as described in the act. Within implementation of the right to control processing their personal data, in particular, the Users have the right - in cases specified in personal data protection act - to submit a motivated written request to stop processing personal data due to their

specific situation. They have the right to object to the processing of their data. The Users have also the right to correct, delete, limit and transfer their personal data.

4. For server administration purposes the Operator does not use directly IP addresses of the users' computers. A Google Analytics account is assigned to Window4U website, but collection of personal data is done by Google company. The Operator has access only to a developed version of the data.
5. Customers' personal data such as name, surname, telephone number and email address are transmitted to the User that becomes a new personal data Administrator. The Customer's personal data will be transmitted merely within the Configurator. The Operator will not process Customer's personal data apart from the above mentioned aim.
6. Providing personal data is voluntary and necessary for making contact with the User, and therefore, concluding agreement of sale. Not providing data specified in the registration form will make it significantly harder or even impossible to make contact by the User.
7. Making a claim regarding data deletion, objection and other cases resulting from GDPR does not affect the legal compliance of processing personal data that was done before making a claim.
8. In order to make a claim, contact the Operator at email address: iod@ekookna.pl
9. After User's account deletion, in accordance with article 7, the User's data are removed from the database. There will remain the history of sent orders (solely for consultation by the Operator). The access to the data will be processed for the time allowed to defend against possible claims.
10. Providing personal data by the User is necessary due to the process of verification of authorised showrooms of the Operator. Providing User's personal data is necessary to create an account in the Configurator and to obtain User status.
11. In case of personal data transmission by the Configurator, the User becomes the personal data Administrator and has obligations resulting from GDPR.

§ 6. COMPLAINTS

1. A notice of complaint should be made directly to the User of the Configurator. The notice of complaint should contain a description of the case that is a reason for the complaint.

2. Data of the User participating in selling of goods are available in WINDOW4U Configurator.
3. Complaints will be handled by the User within 14 days from the date of receiving correctly made and complete complaints.
4. The Operator is not an entity entitled to handle or to transmit notices of complaints to the Users.
5. The Operator is not responsible for incorrect or erroneous transmission of a notice of complaints to an unauthorised User.

§ 7. TERMINATION OF WINDOW4U CONFIGURATOR SERVICE AGREEMENT

1. This service agreement is concluded for an indefinite period of time by the Operator with immediate effect by the User.
2. The Operator is entitled to terminate the above mentioned agreement with 7 days notice period in case of a gross breach of law or provisions of this Regulation by the User.
3. Declaration of a termination of the Agreement can be given in written form to the address of the Operator or by email at: poczta@ekookna.pl
4. After the termination of the above mentioned Agreement, User's access to the Configurator will be blocked and the account will be deleted.

§ 8. FINAL PROVISIONS

1. The Operator reserves the right to make changes in the Regulation.
2. Changes of the Regulation enter into force within the period specified by the Operator, not shorter than 7 days from the date of their announcement and from the day of sending to the Users an appropriate notice regarding the changes.
3. In case of lack of acceptance of a new Regulation, the User is entitled to terminate the Agreement, and further use of the Configurator is impossible in accordance with point 7, subpoint 1.
4. In all cases not covered by the Regulation, provisions of the civil code, personal data protection act and other acts of Polish law will be applied.
5. Any disputes between the parties of the Agreement will be settled by the competent Court for the registered office of the Operator.

These Regulations enter into force on 30 October 2019.

§ 9. FINAL PROVISIONS, REGULATIONS CHANGES

1. In case of content changes of the Regulation, the User is obliged to become acquainted with its content. A condition to use the Configurator is acceptance of the Regulation.