

## **Rules and regulations of rendering services in the digitalsalesdigest.com program**

### **§ 1**

1. These Rules and Regulations specify conditions and terms of use of the services rendered by electronic means via the portal digitalsalesdigest.com by the Service Provider.
2. The Service Provider is Connectmedica sp. z o.o. seated in Warsaw at ul. Wołoska 22, post code 02-675, registered in the District Court for the Capital City of Warsaw, the 13th Division of the National Court Register under the KRS number 0000115227, with the share capital in the amount of PLN 1.610000,00.

### **§ 2**

1. The Customer of the services rendered by the Service Provider in the program digitalsalesdigest.com may be only a natural person after the registration in the manner compliant with the Rules and Regulations.
2. Participation in the program digitalsalesdigest.com is voluntary and free of charge for all users after the registration.
3. The Customer should update the data collected in the program digitalsalesdigest.com as necessary.
4. The Service Provider shall not be liable for consequences of the use of outdated data.
5. The scope of services rendered for particular kinds of Customers is determined by the Service Provider. The information on the scope of rendered services may result from their availability.
6. The Customer shall not be entitled to claim access to particular kinds of services unless the service is paid and the Service Provider accepted the payment for making it available.
7. The Service Provider shall not be liable for material and non-material damage incurred by the Customer as a result of using the services rendered in the program digitalsalesdigest.com unless they were caused intentionally by the Service Provider or these Rules and Regulations provide otherwise.

### **§ 3**

1. Every Customer may have one account in the program digitalsalesdigest.com.
2. One account in the program digitalsalesdigest.com may be used only by one Customer.
3. The Customer cannot make his account available to third parties. If, as a consequence of making the data of the account available, the third party sustains any damage, the Customer shall be bound to repair it.
4. The Customer has the possibility to take part in the program, suspend his/her participation or definitively resign from the participation in the program.
5. The Service Provider shall not be liable for damage incurred by the Customer or the third party as a result of the Customer's inappropriate protection of data enabling to use the website, in particular through making his/her password or login available to the third party.

#### § 4

1. The Service Provider guarantees every User the protection of personal data collected in the program digitalsalesdigest.com pursuant to the Act of 29th August 1997 on personal data protection (consolidated text, J. of. L., no. 101, item 926 of 2002, as amended) and these Rules and Regulations.
2. Providing personal data by the User is entirely voluntarily. The Service Provider reserves the right to verify data provided by the User. Rendering some services may be dependent on providing particular personal data by the Customer. The Service Provider shall not be liable for any consequence of providing incorrect personal data by the Customer.
3. During the registration process in the program digitalsalesdigest.com the Service Provider may request giving the following personal data of the Customer:
  - a) name
  - b) e-mail address,
  - c) phone number,
  - d) town/city
4. The Service Provider may process data provided by the Customer during the registration process in accordance with the rules set out in these Rules and Regulations and the Act on personal data protection.

#### § 5

1. Through the registration in the program digitalsalesdigest.com the Customer agrees to:
  - a) processing, collecting, recording, storing, organising, disclosure and erasure of personal data of the User by the Service Provider to the extent necessary to organise the Website, in the manner stipulated herein,
  - b) processing, collecting, recording, storing, organising, disclosure and erasure of personal data of the User by the Service Provider for the marketing and statistical purposes,
  - c) transferring collected personal data of the user to the third states, in particular in order to carry out services rendered by the Service Provider,
  - d) processing, collecting, recording, storing, organising, disclosure and erasure of personal data of the Customer for the purpose of advertisement, market research as well as behaviour and preferences of customers with the use of such research results for improvement of the quality of services rendered by the Service Provider,
  - e) transferring personal data in Poland, in particular in order to carry out services rendered by partners and contractors,
2. The Customer shall agree to receive from the Service Provider on a given e-mail address technical information and other data connected with the functioning of the program digitalsalesdigest.com. The Service Provider shall not be liable for consequences resulting from providing an incorrect e-mail address.
3. Using some services offered by the Service Provider may be based on specific conditions determined in the separate rules and regulations of the service.

4. The Customer shall agree to receive from the Service Provider commercial information pursuant to Article 10 ( 2) of the Act of 18th July 2002 on rendering electronic services (J. of L. no. 144, item 1204) on a given e-mail address and through individual communications directed by the portal infrastructure to the unspecified number of Users.
5. The Service Provider shall oblige to take all necessary technical and organisational measures to protect personal data of Customers.

## § 6

Through the registration on the website the Customer undertakes:

1. to comply with the principles of legal order, in particular with the provisions of the Act on personal data protection and personal rights of other persons, principles of community life as well as to use services with respect of rights of other Customers and third parties,
2. to observe the provisions hereof,
3. to use released services and tools available on the website for their intended purpose, in particular not to cause excessive difficulties in using services by other Customers (e.g. through spam),
4. to respect the Polish law, rules of etiquette and personal rights of other Users,
5. to use techniques and devices which do not disturb the work of IT infrastructure,
6. not to take other actions non-complaint with the intended purpose of the website,
7. not to disseminate on the website the content which is commercial, political, against the law and accepted principles of morality, beyond places designated for such kind of activity,
8. to fulfil his/her own obligations connected with the use of service rendered by the Service Provider on time and in accordance with the stipulated principles.

## § 7

1. The appropriate use of services provided by the Service Provider is possible only by means of the PC computer or other with the Internet connection, equipped with the operational system (Linux, Mac OS, Windows or similar) and the Internet browser (Chrome, Firefox, Opera, Flock or similar).
2. The Customer shall agree to collecting, storing and processing by the Service Provider the following technical and technological data:
  - a. IP address of the Customer's computer,
  - b. found Internet address (url),
  - c. Internet address from which the Customer went to the portal,
  - d. type of Internet browser used by the Customer,
  - e. other information transmitted by http protocol.
3. The Customer agrees to the Service Provider's storing on his computer small text files (the so-called cookies) which are necessary to render services by the Customer in an appropriate manner. These files do not collect personal data of the Customer, do not change the computer's configuration, are not used install or install any computer programs, viruses, trojans, they do not interfere with the integrity

of the system of the User's data, they are not processed by other Internet websites and may be removed by the Customer at any time.

#### §8

1. The content disseminated within the portal by the Service Provider or other persons cannot be treated as diagnosis.
2. The Service Provider shall not be liable for the consequences of using the content disseminated in the program, in particular he is not liable for consequences of applied medical procedures, used medical supplies, pharmaceutical, etc.
3. The Customer cannot render any medical services via the portal.
4. The Service Provider shall not be liable for infringement of personal data, material or non-material damage resulting from for example unintentional disclosure of data for the use of rendered services by the User.
5. The Service Provider shall not be liable for any infringement of third parties' rights by Users. The Service Provider shall not be liable for infringement of Users' rights by third parties.

#### §9

1. The Service Provider shall not be liable for the failure to use services if it is caused by reasons beyond the Service Provider's control, in particular the lack of the Internet access of the Customer.

#### § 10

1. Any pieces of work disseminated within portals are subject to copyright of the Service provider, the entities cooperating with the Service Provider or third parties and they are protected by the provisions of the Act on copyrights and related rights.
2. The Customer may use the disseminated pieces of work only in the manner which is compliant with their intended purpose.
3. Copying, translation, adaptation, dissemination in any form or processing disseminated ones is possible only in accordance with the provisions of law or upon obtaining a written consent of the Service provider or other person who is an individual copyright holder.

#### § 11

1. The Service Provider reserves the right to amend this Rules and Regulations at any time.
2. The Service provider shall inform registered Users of the program [digitalsalesdigest.com](http://digitalsalesdigest.com) at least 14 days before its entering into force.
3. The refusal to express consent for the participation in the program [digitalsalesdigest.com](http://digitalsalesdigest.com) provided for by the new wording of the Rules and Regulations may result in suspension or permanent removal of the account of the Customer.

#### § 12

1. This Rules and Regulations shall enter into force on 1st November 2016.

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2. By joining the program [digitalsalesdigest.com](https://digitalsalesdigest.com) the participant agrees to the content hereof.