### **REGULATIONS FOR THE PROVISION OF ELETRONIC SERVICES BY R4R**

# § 1

### **General provisions**

- 1. These regulations set out the rules for the functioning and use of the Website located at https://r4r.pl/pl/. The Regulations also specify the rights and obligations of the Service Provider and the User.
- 2. Before using the Service, the User is obliged to read the Regulations and comply with these regulations when using the Service.
- 3. The Regulations are made available to Users free of charge via the Website in a form that allows downloading, recording and printing.

## § 2

### definitions

Unless nothing else results from the content of individual provisions, the terms written in the Regulations in capital letters shall have the following meanings:

- 1) Regulations these regulations for the provision of electronic services by the Service Provider;
- 2) Website or Portral a website identified by the following domain name https://r4r.pl/pl/administered by the Service Provider, intended for the Service Provider to provide electronic services to Users;
- 3) Service provider 1) R4R Leasing Sp. z o.o., R4R Warszawa Wilanowska Spółka z o.o., R4R Warszawa Woronicza Spółka z o.o., R4R Gdańsk Kołobrzeska Spółka z o.o., R4R Poznań Szczepanowskiego Spółka z o.o., R4R Warszawa Browary Spółka z o.o., R4R Wrocław Kępa Spółka z o.o., R4R Wrocław Rychtalska Spółka z o.o., R4R Łódź Wodna Spółka z o.o., R4R Warszawa Żwirki Spółka z o.o., R4R Warszawa Pohorskiego Spółka z o.o., R4R Kraków 3 Maja Spółka z o.o., R4R Poland Sp. z o.o., Pimech Invest Sp. z o.o., M2 Hotel Sp. z o.o, R4R Warszawa Taśmowa Spółka z o.o., R4R RE Sp. z o.o., R4R RE Wave 3 Sp. z o.o. (Litewska 1, 00-581 Warsaw, Poland)
- 4) User any natural person who has full legal capacity, a legal person or a defective legal person who uses the Website in any way;
- 5) Account a part of the Website assigned to a given User, identified by means of an e-mail address, by means of which the User may perform specific activities within the Website;

- 6) Login individual and unique name enabling identification of the User on the Website, which he has chosen during Registration on the Website;
- 7) Privacy Policy a document regulating the principles of processing personal data of Portal Users.
- 8) Registration the process of creating an Account by the User;
- 9) Agreement an agreement concluded electronically between the Service provider and the User whose subject is the provision of Services by the Service provider on the Website in accordance with the Regulations for the selected Service.

### § 3

# **Technical requirements**

- 1. In order to receive the Service, the user must be equipped with appropriate end devices (telephone, computer, tablet) with an Internet connection.
- 2. The User must have an e-mail address in order to receive the Service and be able to read it.
- 3. The Account can be used with any web browser.

For proper operation of the Account, JavaScript is necessary in the web browser and the user's consent to the use of cookies. For the proper functioning of the Website, it is required to use one of the following browsers: [MSIE 7 and higher, Firefox 3.x and higher, Opera 9.x and higher, Chrome and Safari 4.x and higher, as well as Flash 9 or Silverlight 3 or newer multimedia plug-in].

4. Detailed information on the privacy policy, in particular the use of cookies or other technologies (local storage) are contained in separate regulations regarding individual services and the Service provider's Privacy Policy document available to all Users on the page: <a href="mailto:privacy">privacy</a> policy.

# § 4

# Services provided through the Website

- 1. Through the Website, the User may obtain information about the Service Provider, services offered by him and services consisting in the institutional lease of real estate by entities associated with the Service provider. Through the Website, the User may also complete and send the Service Provider an e-mail message.
- 2. The scope of access to services indicated in para. 1 may be changed by the Service Provider at any time and in any scope without giving reasons. The Service Provider will inform Users about any such change.

- 3. The use and registration of the Account by Users from the Website is voluntary and free.
- 4. Information on services provided by the Service Provider contained on the Website does not constitute an offer.

### § 5

# **Registration and account**

- 1. Registration takes place through:
- a) completing the Registration form available by the User on the Website by supplementing the information fields indicated therein;
- b) accepting these Regulations,
- c) sending by the Service provider a message with a request to activate the Account to the User's e-mail address provided in the Registration form;
- d) activating the Account by clicking on the link provided by the User in the message sent by the Service provider.
- 2. During the Registration procedure, providing Personal Data is voluntary, however, in order to create an Account, it is necessary for the User to provide during the Registration the name, surname and e-mail address of the User and to select the Login and Password.
- 3. The User may lose the possibility to use the Login provided in the Registration form, if the Account is not activated within 7 days of receiving the message to the User's e-mail address.
- 4. The User may have only one Account on the Website.
- 5. Creating an Account is tantamount to concluding a contract between the User and the Operator regarding the provision of services under the conditions provided for in the Regulations.
- 6. The User is obliged to protect his Password and not share it with other Users and third parties.
- 7. The User is obliged to immediately notify the Service provider if they become aware that a third party has acquired the Password. In the absence of notification, the Registered User may bear the risk associated with the use of his Account by a third party.
- 8. Provision of services by the Service Provider under the account on the Website is indefinite, however, the User may at any time delete the Account and thereby terminate the contract with the Operator being logged in to his Account by selecting the appropriate option, or by sending his statement in this respect by electronic mail to the address: rodo@r4r.pl.

#### **Terms of Use**

- 1. The Service Provider reserves that the Website as a website and photos and graphics placed on it, including the Service provider's logo, as well as the software used to build the Website are subject to copyright and are subject to legal protection.
- 2. Downloading, using, further dissemination, reprinting, sharing in any form (including electronic form), processing in whole or in part, for purposes other than private, except for reading information and using the Website in accordance with the provisions of the Regulations, requires the written consent of the Service Provider. It is forbidden to aggregate and process data and other information available on the Website in order to make them available to third parties as part of other websites as well as outside the Internet.
- 3. Users undertake not to take actions aimed at or which may affect the correct operation of the Website.
- 4. The Service Provider is not responsible for the content found on the websites of third parties to which links are located on the Website.

# § 7

### **Personal data**

- 1. Personal data provided by the User while using the Website, in particular the name and email address, will be processed by the Service Provider in accordance with the provisions of the Act of 10 May 2018. on the protection of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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).
- 2. The account on the website is subject to legal protection and the Service provider of personal data referred to in paragraph 1 is the Service Provider.
- 3. Each User has the right to inspect their Personal Data processed by the Service provider, the right to correct their Personal Data and to request that their processing be discontinued and deleted. The User also has the right to access their data, obtain a copy thereof, the right to limit data processing, the right to transfer data and the right to lodge a complaint to the President of the Office for Personal Data Protection
- 4. In order to exercise the rights referred to above, it should be returned make an appropriate request to rodo@r4r.pl.
- 5. The Service provider does not disclose in any other way than it results from the purpose of the Website's activity or the scope of granted consents and statements, User's Personal Data to other data controllers without a legal basis requiring the Service provider to do so and

ensures that all efforts are made to ensure that Personal Data are properly guarded , and in particular in the manner provided for by the provisions of the Act on the protection of personal data and implementing regulations issued based on it.

6. Detailed information on how to process personal data of the User who has completed and submitted the form can be found in the Privacy Policy <u>privacy policy</u>.

## § 8

### **Website operation**

- 1. The Service Provider is responsible for ensuring the security of data provided by Users in order to protect them against access by third parties as well as against their transfer against payment or free of charge.
- 2. The collected data of Website Users shall be made available only to bodies or institutions authorized to do so under the provisions of law, in particular, judicial authorities.
- 3. The Service Provider will make every effort to ensure the proper and uninterrupted operation of the Website. Nevertheless, the Website may have technical failures and errors caused by hardware or software problems. In any case, the Service Provider will try to limit the negative effects of technical problems as much as possible.
- 4. To develop the Website and minimize the risk of failure, periodic technical breaks are required during which the appropriate changes are made to the IT system. The Service Provider makes sure that technical breaks are not burdensome for Users. For this purpose, if possible, these breaks will be at night hours, and the Service Provider will inform Users about the date and expected duration of the break.
- 5. The Service provider is not responsible:
- a) for disruptions on the Website not attributable to the Service provider or caused by force majeure;
- b) for damages caused by Users and resulting from improper use of the Website;
- c) for the truthfulness, reliability or authenticity of information provided by the User on the Website;
- d) for the consequences of using Users' downloaded information;
- e) for any consequences related to incorrect use of the Website by Users;
- f) for loss of data by the Service provider related to equipment failure;
- g) for the User's processing of data for third parties in a manner inconsistent with the provisions on the protection and processing of personal data;

- h) for damages resulting from the use of the User's password by a third party, unless the password was obtained through the Service Provider's sole fault.
- 6. The Service Provider has the right to disable the Website (total or partial) without notifying Users, provided that this activity is related to ongoing maintenance or activities aimed at modifying services or the possibility of occurrence of events threatening the rights or interests of Users and the Service Provider.
- 7. The Service provider may transfer his rights and obligations related to the Website without the consent of the Users.

### § 9

## **Complaints**

- 1. Complaints about the operation of the Website and individual services rendered through it by the Service Provider should be submitted via e-mail by sending an e-mail to [●].
- 2. The complaint must contain at least the name and email address of the User, indicate the reason for the complaint and the User's request regarding how to resolve the complaint.
- 3. Complaints will be reviewed on a regular basis within a maximum period of 14 days from the date the complaint was submitted. The User will be informed about the decision and the e-mail address provided by him.
- 4. The complaint is not considered within 14 days of its submission acknowledging the legitimacy of the complaint.
- 5. The lodging of a complaint by the User, as well as its non-recognition or leaving without being examined by the Service provider, shall not affect the User's right to pursue claims in court in accordance with applicable law.

### § 10

### **Final Provisions**

- 1. To the provision of electronic services by the Service Provider via the Website, the provisions of Polish law shall apply.
- 2. All disputes related to the services provided by the Service Provider via the Website will be settled by the competent Polish common courts.
- 3. These Regulations may be changed by the Service Provider at any time. The Service Provider will inform Users about any change to the Regulations by providing new content of the Regulations on the Website.
- 4. All questions related to should be directed to the email address rodo@r4r.pl.

5. The above regulations shall enter into force on October 12, 2020.