

Terms of Website Use for www.dpsceilings.com and Privacy Policy

I. Definitions.

In these Terms, capitalized definitions shall have the following meanings:

1. **Terms** - a set of general rules specified herein, constituting legal basis for using the Website; they are applicable unless otherwise provided for in the specific terms regarding individual electronic Services or web pages available at the Website.
2. **DPS Group/Website Administrator** - Grupa DPS Sp. z o.o. with its registered office in Katowice (40-391), ul. Krakowska 85A, entered into the Register of Entrepreneurs kept by the District Court Katowice - Wschód in Katowice, 8th Commercial Division of the National Court Register, under KRS number 0000181361, NIP 9542304669, REGON 276615785,
3. **Website** - an organized information platform, connected to the Internet, created by the DPS Group, allowing Users to utilise the prepared IT mechanisms and information developed by the DPS Group or (and) its partners, as well as other global Internet resources and execution of commercial operations via the Internet. The Website may also be called equivalent terms, such as the (Internet) Website or (Web) Portal.
4. **User** - any person who uses the Website in any way.
5. **Personal Data** - any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; - within the meaning of the Act of 10 May 2018 on Personal Data Protection (Journal of Laws of 2018, item 1000, as amended) and Regulation of the European Parliament and of the Council (EU) 2016/679 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) of 27 April 2016 (OJ L 2016, no. 119, p. 1, as amended).
6. **GDPR or Regulation** – Regulation of the European Parliament and of the Council (EU) 2016/679 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); the text of the Regulation can be found on the website of the Personal Data Protection Office.
7. **Electronic Services** - means services provided electronically by the DPS Group or other entities under agreements with the DPS Group, if they were made available by the DPS Group through the Website.

8. **Information Services** - content provided at the User's request (by displaying a page with a specific URL address) regarding each of the Website pages. The subject of Information Services is the information contained in the Website, including in particular information and reports on current events, proprietary materials from the Website and press materials. If they are subject to proprietary copyrights of the Administrator or third parties, the materials obtained by the User, in particular press articles and graphics, are protected under the Act on Copyright and Related Rights, among others.
9. **Communication Services** - services that enable communication between Users by providing mechanisms for receiving, storing and sending information.
10. **Newsletter** - an Electronic Service provided by the Website Administrator in connection with the transmission of information, in particular about marketing campaigns and promotions, competitions, loyalty programs, events and news regarding products or services offered by the DPS Group, made available to the e-mail address indicated by the User.
11. **Cookies** - information saved by the dpsceilings.com server on the User's device (computer), which can be read after each connection between the device (computer) and the Website.

I. General Provisions.

1. Upon taking actions aimed at using the Website, each User shall comply with these Terms.
2. As part of cooperation with various partners, the DPS Group may provide access to web pages to Users, where Users can use the services provided by the DPS Group or its partners. In the case of web pages, these Terms apply to the services of the DPS Group, unless otherwise provided for in the specific terms of a given Electronic Service. Specific terms made available by the partners for respective web pages shall apply to the services provided by the partners.
3. In the event of discrepancies between the Terms and specific terms, in matters regarding respective Electronic Services or web pages, the provisions of specific terms of these services or web pages shall prevail. Specific terms of respective Electronic Services or web pages are made available by the DPS Group or the entity providing the services on the pages that enable the use of these Services.

II. Technical conditions for the provision of services.

1. The proper display of the Website pages and the use of Electronic Services provided via www.dpsceilings.com is possible provided that the System and the software installed on the User's computer meet the following minimum technical requirements:
 - a) operating system: Windows XP, Windows 7 or higher, Mac OS X version 10.9 or higher, Android 4.0,

- b) Internet access through the Internet connection with a minimum bandwidth of 1024 Kb/s for downloading and 512 Kb/s for uploading,
- c) web browser: Internet Explorer 8, Google Chrome 17, Mozilla Firefox 8.0, Opera 11, Safari 7 or a newer version of these browsers, supporting CSS and Java Scripts, with enabled cookies and accepted pop-ups,
- d) screen resolution: 1280 x 800 pixels or higher and 32-bit colour depth,
- e) 4 GB of free hard disk space,
- f) Video card with at least 1 MB of memory supporting the resolution,
- g) Control by means of a computer mouse and keyboard or touch screen;

III. Conditions for concluding and terminating agreements for providing services by electronic means.

1. The agreement for the provision of Information Services is concluded when the User enters in the web browser the relevant web address of the selected web page containing the content provided as part of the Website or when the User uses the option to be redirected to such Website pages. The agreement is terminated when the User leaves the Website pages.
2. Conclusion and termination of agreements for the provision of other services provided by the DPS Group, if available through the Website, is subject to the provisions of the specific terms referred to above, available on the websites that enable the use of these services.

IV. Newsletter.

1. If the DPS Group provides the Newsletter service, it is done under the conditions set out in these Terms.
2. Before subscribing to the Newsletter service, the User should carefully read the content of these Terms.
3. The User can subscribe to the general Newsletter.
4. The use of the Newsletter is free and voluntary (after subscribing to the Newsletter).
5. The User may subscribe to the Newsletter service of their choice by providing their e-mail address and giving consent referred to below.
6. The DPS Group, upon prior consent given by the User, has the right to send via the Newsletter or via a differently named e-mail information the commercial e-mail information within the meaning of the Act on Providing Services by Electronic Means (Journal of Laws of 2017, item 1219, as amended) to the e-mail address indicated by the User. The commercial information sent will concern only the Website Administrator and

entities cooperating with them and its scope will depend on the type of Newsletter chosen by the User. The Newsletter is sent only to the e-mail address given by the User.

7. At any time, the User has the right to unsubscribe from the Newsletter service or from receiving differently named commercial information via e-mail. The subscription can be cancelled using the deactivation link found in the content of each of the Newsletter messages or by sending an e-mail to support@grupadps.com. The User's account is removed from the address database within 7 days from the date of receipt of the request by the DPS Group and may be notified by a message confirming the operation.

V. Responsibility for using the Website.

1. The DPS Group reserves the right to unilaterally decide on the content of the Website, make changes in it, without the need to notify Users of its intentions. The User assures that they will use the Website, both in terms of download and upload of information, only in a manner consistent with applicable law, rules of social coexistence and good practices, while respecting intellectual property rights.
2. The DPS Group reserves that it is not responsible for whether the use of the Website meets the User's expectations as to the content, accuracy or usefulness of the information obtained, unless such a guarantee has been expressly formulated in any document signed by the DPS Group.
3. To the fullest extent permitted by law, the DPS Group is not responsible for the results of the use of information obtained through the Website by the User, in particular for the consequences of decisions made on the basis thereof regarding financial management, health protection, upbringing and education of children, free time and all other aspects of life activity.
4. The DPS Group reserves the right to cease providing or modifying the Website or its individual Electronic Services and to introduce new Services.
5. The User bears sole responsibility for the content of information, statements, comments or opinions posted by them on the Website and, by posting them, the User assumes responsibility in the event of infringement of third parties' property or rights.

VII. Intellectual property rights

1. When offering Users access to information distributed through the Website, the DPS Group pays particular attention to the need to respect intellectual property rights. The works on the Website are subject to protection provided for in the generally applicable

laws, including in particular: the Civil Code, the Act on Copyright and Related Rights, the Industrial Property Law and the Act on Combating Unfair Competition.

2. The DPS Group informs that the Website contains documents protected by copyright, trademarks and other original materials, in particular texts, photos, graphics, sounds and video materials, and the choice and layout of the content presented on the Website is a subject of protection. Content made available via the Website includes works protected by copyright for the DPS Group, as well as works for which copyrights are held by other entities, distributed on the Internet by the DPS Group under applicable law and agreements, including license agreements.
3. Website Users undertake to use all content presented therein only within the scope of fair use, referred to in the Act on Copyright and Related Rights. Copying, making changes, uploading, public playback and any use of this content for commercial purposes is prohibited, unless otherwise provided by law. By using the works, Users do not acquire any rights to them, including they do not obtain any license.
4. By sharing materials via the Website, Users agree to their use by other Users within the scope of their personal use, and the DPS Group guarantees the right to edit, copy and distribute these materials as part of a non-exclusive license granted to the DPS Group.
5. Users ensure that their use via the Website of the third parties' copyrighted materials, including copying, transfer and public sharing on the Internet is done with the consent of authorised entities. Users are responsible for any damage caused as a result of their behaviour contrary to the above reservation.

VIII. Privacy protection and rules for processing of Personal Data

1. The DPS Group fully respects the right to privacy, including the protection of Users' Personal Data. The aim of the DPS Group is to provide access to the largest possible amount of information and services obtained via the Website with the least possible interference with the privacy of Users. The rules of processing Personal Data as part of the Website are described below.
2. Data Controller.
The Controller of User's Personal Data processed in connection with the use of our website is the DPS Group (address and details are indicated in the definitions).
3. Types of processed Personal Data.
 - a. We collect Personal Data in the following categories: name, surname, e-mail address, telephone number

- b. The Personal Data indicated here are provided to us through forms and applications on our Website. Information on the processing of these personal data, including the purposes of processing and your rights, is shown when you fill out these forms or applications.
- c. In addition to the personal data indicated above, we also collect information through cookie files (so-called Cookies) and system files (so-called Logs) that are automatically collected by the system through the web browser during your visit to the Website. The data contained in these files are the IP address, browser type, operating system type, region for which the pages are viewed and the history of the content viewed on our Website. All these data is collected automatically by the system. We do not use this data to identify you and we do not have the means to determine your identity based on such data; however, taking into account that the IP allows for identification of natural persons when using additional resources, below is the information on our processing of data stored in the system files and cookies:

- The processing of personal data as part of system files and cookies applies to the IP address (network interface number) collected in the system logs of the server and Cookies.
- At any time, you may refuse to the collection of Cookies on your computer by disabling the consent to save these files. Then these files will be automatically rejected, but we will not be able to present you the content tailored to the region from which you visit the Portal and to provide full functionality of the Website, as well as to improve our solutions.
- The data contained in cookie files and system files are processed to adapt the content of the Website to your needs or interests (profiling). We anticipate your needs and interests on the basis of the information contained in Cookies and logs about the region from which you are connected and the history of the content you view on our Website. These data are processed for a period of one year. The legal basis for the processing of these data is Art. 6(1)(f) of the Regulation - pursuing our legitimate interest in the form of marketing of goods and services offered by us or through us by other entities, as well as for statistical purposes and for monitoring the activity of our Users' visits, including testing the proper operation of all functions used on our website for continuous improvement. These data are processed for a period of one year. The legal basis for the

processing of these data is Art. 6(1)(f) of the Regulation - pursuing our legitimate interest in the form of running a website.

4. Users' rights.

Each User has the following rights:

a. **The right to object.** Each User has the right to object at any time to processing of Personal Data. This right may be exercised if the basis for processing is our legitimate interest (Art. 6(1)(f) of the Regulation)

If the Personal Data is used for marketing purposes, the User has the right to object to such use at any time (including object to profiling). If the User objects in this situation, we will not be able to process Personal Data for this purpose.

b. **The right to access data.** The User has the right to obtain confirmation from the DPS Group that we process Personal Data and the right to obtain access to such Personal Data, copies of Personal Data, as well as information about referred to in Art. 15(1) of the Regulation.

c. **The right to rectify data.** The User has the right to request that we immediately rectify the Personal Data that are incorrect and request that we complete the incomplete Personal Data.

d. **The right to erase data (also known as the "right to be forgotten").** The User has the right to request that the DPS Group immediately erase the Personal Data, provided that at least one of the following conditions is met:

- the User's Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the User objects to the processing and there are no overriding legitimate grounds for the processing;
- the Personal Data have been unlawfully processed by the DPS Group; the DPS Group must erase the Personal Data for compliance with a legal obligation.

The DPS Group may refuse to exercise the right to be forgotten by citing Art. 17(3) of the Regulation.

e. **The right to restriction of processing of Personal Data.** The User has the right to request that we restrict the processing of Personal Data. If the User exercises the right to restrict the processing of Personal Data, we may process them in exceptional circumstances, as indicated in Art. 18(2) of the Regulation.

- f. **The right to data portability.** The User has the right to receive the Personal Data from us or to transmit those data to another controller in a structured and commonly used format if the transfer is technically feasible.
- g. If you want to exercise the rights described above or obtain more information - you can contact us in the following ways:
- by e-mail to the address support@grupadps.com
 - by telephone at 32 209 98 23
 - in writing to the address: GRUPA DPS Sp. z o.o., ul. Krakowska 85A, 40-391 Katowice, Polska
- h. If you decide to exercise the above rights, we will give you an answer as to the consideration of the request, without undue delay, however not later than within one week of receipt of the request.
- i. **The right to lodge a complaint with the supervisory body.** If the User believes that the processing of Personal Data violates the law, they have the right to lodge a complaint with the supervisory body - the President of the Personal Data Protection Office.
5. The DPS Group hereby informs Users that if they use web pages that utilise cookies on the Website in accordance with the rules described in the Cookies Policy available in this document, the DPS Group ensures that it will exercise diligence to ensure proper protection of all transferred information, including Personal Data, so as to make the use of the Website secure for Users. The DPS Group points out that each User is independently responsible for maintaining the confidentiality of information related to access to the Website (in particular relevant passwords), and any sharing of Personal Data on the Internet is done at their sole risk and may result in the use of their Personal Data in a way undesired by the User.

IX Additional provisions.

1. The DPS Group reserves the right to unilaterally amend the Terms. Any changes shall be published on a regular basis as a uniform text of the Terms on the Website and enter into force 7 days from the date of their publication on the Website pages.
2. Please feel free to contact us for any further information or clarification: info@grupadps.com or support@grupadps.com
3. Katowice, 24 May 2018