

REGULATIONS ON THE ELECTRONIC PROVISION OF SERVICES

by Międzynarodowe Targi Gdańskie SA with its registered office in Gdańsk, Poland

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Basic information:

I. These Regulations on the Electronic Provision of Services are introduced pursuant to Article 8 of the Polish Act of 18 July 2002 on the electronic provision of services by Międzynarodowe Targi Gdańskie SA and specifies:

- 1a. Types and scope of electronically provided services,
- 1b. Terms of the electronic provision of services,
- 1c. Terms of concluding and terminating agreements for the electronic provision of services,
- 1d. Complaints procedure in matters related to the electronic provision of electronic.

The Terms and Conditions of Participation and the type of services dedicated to specific Trade Fairs held by Międzynarodowe Targi Gdańskie SA are included in the Regulations for Trade Fair Participants, in the Terms and Conditions of Providing Exhibition Space, as well as in the ONLINE Interactive Trade Fair Participation Regulations, if applicable.

2. Whenever the following terms are used in these Regulations, they should be construed as:

- 2a. **Regulations** – these regulations,
- 2b. **Online Portal** – a website owned by the Service Provider, available at www.amberexpo.pl, and all its subpages,
- 2c. **Service Provider** – Międzynarodowe Targi Gdańskie SA [Gdańsk International Fair Joint Stock Company] with its registered office at ul. Żaglowa II, 80-560 Gdańsk, Poland, entered into the Business Register of the National Court Register [KRS] run by the District Court Gdańsk-North in Gdańsk, 7th Commercial Department of the National Court Register [Sąd Rejonowy Gdańsk-Północ w Gdańsku VII Wydział Gospodarczy Krajowego Rejestru Sądowego], KRS No. 0000038362, VAT No. PL 5840253705, Statistical No. (REGON) 001363012, initial capital of PLN40,332,200.00 paid up in full, email: sekretariat@mtgsa.com.pl,
- 2d. **Service Recipient** – a natural person (of full legal age) with full legal capacity (in cases specified by law also a person with limited legal

capacity), a natural person who runs a business, a legal person or an organisational unit that is not a legal person to which special provisions grant legal capacity, that uses the services provided electronically by the Service Provider,

- 2e. **Services** – services provided electronically in accordance with these Regulations,
 - 2f. **Trade Fairs** – trade fairs, exhibitions and other industry events organised by the Service Provider, including trade fairs, exhibitions and other events taking place in an interactive manner (hereunder: “Interactive Trade Fairs”).
 - 2g. **BCS System** – a registration system held by the Service Provider to run Trade Fairs, provided by BCS Software SA with its registered office in Katowice, Poland, available on the amberexpo.pl website and on its subpages dedicated to specific Trade Fairs,
 - 2h. **Trade Fair Online Portal** – subpages of the amberexpo.pl website used to run Trade Fairs, including Interactive Trade Fairs, using the BCS System and the Infoshare System, via which the Services listed in §1.5 are provided,
 - 2i. **Interactive Platform** – provided by a Partner with whom the Service Provider has concluded an agreement to run an Interactive Trade Fair, a set of services, tools and functionalities enabling the Service Provider to remotely access the stands, virtual stage, online presentations and other components available as part of an Interactive Trade Fair,
 - 2j. **Partner** – a third party in a business or similar relationships with the Service Provider in the scope of the Services offered, with whose help the Service Provider provides the Services,
 - 2k. **User Account** – an individual user account in the Trade Fair Online Portal dedicated to applying for and handling Service Recipients’ participation in Trade Fairs as exhibitors or visitors (guests),
 - 2l. **Participation Agreement** – an agreement for the delivery of services ordered via the online portals.
3. Via the Online Portal, the Service Provider provides the following Services:
- 3a. Website Service.
4. The Website Service is an information service which consists in:
- 4a. Providing the Service Recipient with content and information about the Service Provider,

Partners and Trade Fairs, including promotional and advertising content including photos, images, videos, etc.,

- 4b.** Providing links to the websites of Partners or the Service Provider, their social media platforms, fanpages, etc., as part of which services related to Trade Fair participation (ticket sales, providing information about Trade Fairs, commercial offers) may be provided,
 - 4c.** Providing the Service Recipient with the contents of detailed rules and documents necessary to conclude agreements with the Service Provider,
 - 4d.** Providing links to the Trade Fair Online Portal, as part of which the Services listed in §1.5 are provided.
- 5.** Via the Trade Fair Online Portal and the Interactive Platform, the Service Provider provides the following Services:
- 5a.** User Account Service,
 - 5b.** Trade Fair Registration Service,
 - 5c.** Interactive Trade Fair Service,
 - 5d.** Newsletter Service.
- 6.** The User Account Service consists in:
- 6a.** providing the Service Recipient with an interactive registration form in order to create a User Account, as part of which:
 - I.** the Service Recipient provides its personal data, contact details and other data required by the form,
 - II.** the Service Recipient accepts the consents necessary to use the User Account and conclude agreements related to Trade Fair participation,
 - III.** the Service Recipient chooses the login and password for the User Account,
 - IV.** after completing the form and confirming the data with the "Register" button, the Service Provider receives the status of "New Exhibitor,"
 - V.** the account is activated after the data has been verified and the status "Approved" is granted; the Service Recipient can then log in to its User Account,
 - 6b.** after being activated, the User Account enables Service Recipients to use the Trade Fair Registration Service.
- 7.** The Trade Fair Registration Service is provided as part of the User Account Service and consists in:
- 7a.** providing the Service Recipient with an interactive form to conclude a Participation Agreement or register participation as a vi-

sitor at a specific Trade Fair,

- 7b.** collecting the Service Recipient's data necessary for the performance and settlement of the Participation Agreement or another agreement concluded with the Service Provider in connection with the Trade Fair,
 - 7c.** providing the Service Recipient with the contents of detailed rules and documents (including application forms, regulations, price lists, terms and conditions of providing space, order confirmation including an invoice) necessary to conclude a Participation Agreement or another agreement being concluded in connection with the Trade Fair.
- 8.** The Interactive Trade Fair Service consists in:
- 8a.** enabling the Service Recipient to participate in Interactive Trade Fairs (online) taking place partially based on the Interactive Platform and partially via the Trade Fair Online Portal,
 - 8b.** the Service Recipient determines the scope of services ordered as part of the Interactive Trade Fair Service by selecting one of the packages available as part of a given Trade Fair via the User Account Service and the Trade Fair Registration Service.
- 9.** The Newsletter Service consists in:
- 9a.** recurring mailing of commercial information to the email address provided by the Service Recipient,
 - 9b.** the Newsletter contains promotional and marketing information from the Service Provider and its contracting parties, including news, information about events.
- 10.** As part of the Online Portal or the Trade Fair Online Portal, the Service Provider or its Partners may also provide other Services, in particular Services related to the participation of Service Recipients in Trade Fairs or to providing links to websites which offer other services related to Trade Fairs.

§2

Service use principles

- I.** In order to ensure the security of the transmission of messages and data in connection with the Services provided, the Service Provider takes technical and logistics measures appropriate to the degree of risk to the security of the Services provided, in particular measures to prevent any unauthorised

acquisition and/or modification of the personal data of the Service Recipients.

2. The Service Recipient undertakes to use the Services in a manner consistent with the law and the internal rules presented to it during the use of the Online Portal and/or the Trade Fair Online Portal and/or the Interactive Platform (e.g. regulations, terms and conditions of participation, etc.).
3. The Service Recipient is obliged to respect the rights of the Service Provider and any third parties, including intellectual property rights. In particular, the Service Recipient undertakes:
 - 3a. not to provide or communicate any content prohibited by law, e.g. content that promotes violence, is defamatory or violates personal rights and/or other rights of any third parties,
 - 3b. to use the online portals in a way that does not interfere with their operation,
 - 3c. in particular through any use of specific software or devices,
 - 3d. to use the online portals in a manner consistent with the provisions of the law applicable in the territory of the Republic of Poland, the provisions of the Regulations, and with the general principles of using the Internet.
4. The Service Provider shall not be liable to any third parties or Service Recipients for any materials published on the Online Portal and/or the Trade Fair Online Portal and/or the Interactive Platform by any third parties or Service Recipients.
5. The Service Provider shall not be liable for any negative effects of the Online Portal and/or the Trade Fair Online Portal and/or the Interactive Platform caused by any interference from any Service Recipients, Partners or third parties.

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Service provision terms

- I. Technical requirements necessary to use the Services:
 - 1a. Having computer equipment or another device which transmits ICT data, equipped with an up-to-date operating system with an up-to-date web browser that allows opening websites with enabled JavaScript support,
 - 1b. In relation to the Services listed in §1.5, it is necessary to have an active email account –

failure to provide an email address or providing an inactive or non-existent one will justify the Service Provider's refusal to provide the Service.

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Terms of concluding and terminating agreements for Services

1. The agreement for the provision of the Website Service is concluded by the Service Provider acceding to using the Online Portal. The Service Recipient may terminate the agreement for the provision of the Website Service at any time with immediate effect – by closing the relevant web browser tab or window.
2. The agreement for the provision of the User Account Service is concluded by the registration process being completed and access to the User Account being activated (to enable logging in).
3. The Service Recipient may terminate the use of the User Account Service by making a request to the GDPR personal data controller do@mtgsa.com.pl. The User Account Service agreement will expire upon the deletion of the Service Recipient's User Account.
4. The agreement for the provision of the Trade Fair Registration Service is concluded by completing an interactive form available as part of the User Account in order to conclude a Participation Agreement for a specific Trade Fair, including an Interactive Trade Fair.
5. The Trade Fair Registration Service and the Interactive Trade Fair Service are provided as part of the User Account Service – the termination of the agreement for the provision of the Trade Fair Registration Service or the Interactive Trade Fair Service will take place upon the termination of the User Account Service agreement.
6. The Newsletter Service agreement is concluded during the User Account Service by accepting the statement of consent to receive commercial information. The termination of the Newsletter Service agreement takes place when the consent is withdrawn. The provisions of §4.3 shall apply accordingly.

§5

Complaints procedure

1. The Service Provider takes steps to ensure that the online portals and the Interactive Platform are fully operational to the extent that results from the current technical know-how and undertakes to endeavour to remove any technical irregularities reported by Service Recipients within a reasonable time, unless their removal is associated with excessive financial burden to the Service Provider.
2. Service Recipients have the right to file complaints in matters related to the delivery of the Services by the Service Provider.
3. Complaints will be considered by the Service Provider.
4. A correctly submitted complaint should contain at least the following details:
 - 4a. first and last name or organisation name and email address of the Service Recipient who submits the complaint,
 - 4b. subject of the complaint,
 - 4c. description of the circumstances which substantiate the complaint.
5. Service Recipients may submit complaints by sending them to sekretariat@mtgsa.com.pl or in writing to the Service Provider's address.
6. The Service Provider will respond to a complaint without delay, no later than within 30 days of its receipt.
7. Complaints submitted in the manner described above and examined in accordance with the provisions of the Regulations shall not be subject to any further examination or re-examination.

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Changes to the Regulations

1. The Service Provider reserves the right to make changes to the Regulations without stating any reasons therefor and with no prior notice to the Service Recipient about the planned changes.
2. The Service Recipient will be informed about any changes to the current Regulations by a list of the changes being published on the Service Provider's

website and by the up-to-date version of the Regulations being published on the Online Portal or the Trade Fair Online Portal respectively.

3. The Service Recipient's continued use of the Services after having received information about the changes to the Regulations shall be deemed acceptance of the new wording of the Regulations.
4. The Service Recipient's discontinuation of using the Services after having received information about the changes to the Regulations shall be deemed a refusal to accept the new wording of the Regulations and thus an opt-out from using the services provided based on it.

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Final provisions

1. In matters not regulated by these Regulations, the provisions of generally applicable Polish law shall apply, in particular the Act of 23 April 1964 – the Civil Code, the Act of 30 May 2014 on consumer rights and other relevant provisions of generally applicable laws.
2. Any disputes arising from the use by the Service Recipients of the services provided electronically on the basis of these Regulations will be settled by the common court competent for the Service Provider's registered office.
3. All content which constitutes works, made available on the online portals or the Interactive Platform, is subject to copyright of the Service Provider, Partners or entities from which the Service Provider has obtained consent to publish it on the online portals and the Interactive Platform. These rights are protected under the Polish Act of 4 February 1994 on copyright and related rights. Any duplication, copying and/or dissemination in whole or in part of the said content is prohibited without the consent of the Service Provider in written form under pain of invalidity.
4. These Regulations are effective as of 1 February 2021.