

## Regulations of the innogy.pl website

### § 1 General provisions

1. These Regulations set forth the rules for the Website Users, the scope and type of services provided by innogy Polska S.A. within the frames of the innogy.pl website <http://www.innogy.pl>, as well as basic rules regarding personal data protection and privacy policy, as well as the complaint procedure and it is the regulations referred to in art. 8 of the Act of 18 July 2002 on the provision of services by electronic means (i.e. the Act on the provision of services by electronic means Dz.U.2017.1219 as amended).
2. Activation of the Website, the webpage of the Website or proper Service on the Website by the User shall be understood as expressing by the User consent to comply with the Regulations and his or her acceptance of the conditions of these Regulations. When starting using the Website or a Service, the User accepts these Regulations and undertakes to comply with them. The User acknowledges that failure to familiarize him- or herself with the rules and procedures contained in the Regulations does not form the basis for filing complaints.
3. Within the scope not regulated by these Regulations, the Polish law shall be applied to all and any legal relationships resulting from these Regulations.
4. These Regulations are available for free on the following webpage of the Website: <http://www.innogy.pl/en/regulations> in a form which enables their downloading, reproducing, recording and printing.
5. Every User of the Website shall be obliged to comply with the applicable law and these Regulations, in particular, delivery and processing of illegal contents via the Website shall be banned.
6. Trade information present in the resources of the Website is informative in nature and do not constitute an offer within the meaning of the provisions of the Civil Code.

### § 2 Definitions

The terms used herein shall be construed as follows:

#### innogy Polska Spółka Akcyjna

ul. Wybrzeże Kościuszkowskie 41 • 00-347 Warszawa • **Adres do korespondencji:** 00-950 Warszawa skr. poczt. 49 • T +48 22 821 31 11  
• E [informacja@innogy.com](mailto:informacja@innogy.com) • I [www.innogy.pl](http://www.innogy.pl) • **Prezes Zarządu:** Dr Filip Thon • **Członkowie Zarządu:** Joanna Kępczyńska, Dr Sławomir Jacek Koczywąg, Janusz Moroz • Sąd Rejonowy dla m.st. Warszawy XII Wydział Gospodarczy KRS Nr KRS 0000011733 • Kapitał Zakładowy (opłacony w całości) 75.066.000,00 zł • Konto bankowe: Bank Pekao S.A. ul. Grzybowska 53/57 48124062471111000049737626 • NIP: 525-000-07-94

1. Administrator – innogy Polska S.A. with its registered office in Warsaw at ul. Wybrzeże Kościuszkowskie 41, 00-347 Warszawa, entered into a register kept by the District Court for the capital city of Warszawa 12th Commercial Division under KRS number 0000011733, share capital PLN 75 066 000,00, paid up in whole, NIP 525-000-07-9
2. Website – Internet service called innogy.pl, consisting of a system of Internet applications under <http://www.innogy.pl>, enabling Internet Users using the Services available on the Website without the necessity to fulfil any formalities, in particular, the obligation of earlier registration (open resources)
3. User – every person using the Website in any way, in particular, by using the Services provided by the Administrator.
4. Services – electronic services provided by the Administrator via the Website, whose scope was set out in detail in § 3 of the Regulations.
5. Regulations – these regulations together with the listed attachments available at: <http://www.innogy.pl/en/privacy-policy>
6. Cookies – files containing data which may be sent from the Service to the browser of the User and later saved in his or her system. The User may configure the browser so that it communicates information about the receipt of cookies, enabling the User to accept or reject a given file.
7. JavaScript – software enabling access to selected Internet pages as well as their correct functioning.

### § 3 Scope of services

1. Via the Website the Administrator will be providing free access to the following Services:
  - a. providing access to materials and information on the Website, in particular to trade information;
  - b. providing tools on the Website enabling the User to submit enquiries or requests sent to the Administrator, including contact forms.
2. The Administrator reserves the possibility of changing the scope of Services available on the Website at any time, in particular by adding new types of Services. Every change of the scope of Services shall be introduced according to the rules for implementing changes to the Regulations.

#### § 4 Technical requirements

To use the Website correctly, the Service User must independently ensure the fulfilment of the following minimum technical requirements:

1. Computer and software with the following minimum technical specification:
  - a. operational system Windows XP, 7, 8 and Mac OS X and OS X.
  - b. web browser: Internet Explorer 8 (or newer), Google Chrome (from version 28), Mozilla Firefox (from version 23), Opera, Safari (from version 5.1), iOS Safari (from version 4.0), Android Browser 2.3;
  - c. activated service of JavaScript and Cookies
  - d. installation of the following software may be necessary to display some elements and information: Flash Player, Quicktime, Acrobat Reader.
2. Access to the Internet with minimum bandwidth of 512 kb/s

#### § 5 Using the Website

1. Starting using the Services shall be deemed as tantamount to accepting these Regulations
2. The User may at any time finish using the Services by leaving the Website

#### § 6 Intellectual property rights

1. The Owner or entity authorized to use author's economic rights to works within the meaning of the act on copyright and related rights published on the Website as well as the owner or entity authorized to use the rights to trademarks as well as the owner or entity authorized to use other intellectual property rights or industrial property rights to the works published on the Website is the Website Administrator.
2. All and any rights to the <http://www.innogy.pl> Website as well as to its particular elements are reserved. Using the Website does not mean that the User acquires any rights to the Website or to any elements thereof, except for those expressly granted in the content of the Regulations.

3. The User shall have the right to use the Website within the permitted scope of personal use, including downloading, copying, or printing the pages of the Website, provided that it does not violate the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Dz. U. No. 90, item 631 as amended), the rights resulting from the registration of trademarks belonging to the Administrator or used by the Administrator upon the approval of authorized persons and provisions of the Act of 30 June 2000 on Industrial Property Rights (Dz. U. 119, item 1117). No part of the information included on the Website may be used for commercial purposes, in particular, by copying in whole or in part without prior written consent of the Administrator.
4. Further dissemination of any works - within the meaning of the act of 4 February 1994 on Copyright and Related Rights - published on the Website in the tab "For media", at the address <http://www.innogy.pl/en/for-media> after the activation date of the Website, i.e. 16.03.2015, shall be allowed only for purposes connected to further publication of information. Using these works in other scope and on other conditions than specified in the preceding sentence requires a written consent of the Administrator.
5. 5. Using all and any works - within the meaning of the Act of 4 February 1994 on Copyright and Related Rights - published on the Website in the tab "For Media", at the address <http://www.innogy.pl/en/for-media>, before the activation date of the Website shall be permitted only after receiving prior written consent of the Administrator, unless other use is permitted based on the applicable law.

## § 7 Complaints

1. The User shall have the right to submit a complaint to the Administrator, if the Services on the Website are not provided or are provided without compliance with the provisions of the Regulations.
2. Complaint procedure Complaints regarding Services may be submitted:
  - a. in writing to the following address: innogy Polska S.A.: Włodarzewska 68 02-384 Warszawa
  - b. via e-mail to [informacja@innogy.com](mailto:informacja@innogy.com)
3. A complaint should contain the following data:
  - a. full name of the User

- b. contact data: fax number and e-mail address
  - c. description of the problem which is the subject of the complaint
4. Complaints will be considered within 30 days from the date of delivery to the Administrator.
  5. When the Administrator fails to respond to the complaint submitted by the User, who is a consumer within the meaning of the Civil Code, within the period provided for in Article 4, the complaint shall be deemed considered.
  6. The Administrator shall submit the response to the complaint to the User, who is a consumer within the meaning of the Civil Code, either on paper or on another durable medium.

#### § 8 Personal data and privacy policy

1. In order to use certain Services available on the Website the User may be required to provide personal data and grant consent to their processing by the Administrator. In such a case, providing personal data by the User is voluntary, but it may be necessary to provide a certain Service available on the Website. The User may revoke his/her consent at any time
2. The Administrator is controller of personal data and is the controller of personal data of the User who is a natural person in the meaning of the Regulation of the European Parliament and of the Council of 29 August 1997 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 (referred as Regulation)
3. The processing of the User's personal data by the Administrator shall be carried out exclusively on the basis of the individual consent of the User to the processing of his/her personal data by the Administrator expressed in the Service. During the transfer of personal data by the User for the purposes of using the Website, the Administrator shall provide the User with all the information referred to in Article 13 of the Regulation in a form enabling their recording on the data carrier of the User and enabling printing out. The information is available under the link below: <http://www.innogy.pl/en/info-obligation?lang=en&channel=Z11>

4. The Administrator processes the personal data of the User in accordance with the provisions of the Regulation.
5. A User who is not a legal person or an organizational unit without legal personality, to whom the Act grants legal capacity, within the functionality of the Website, is allowed to exercise the following rights related to the processing of personal data:
  - a) the right of access to personal data consisting in receiving a copy of personal data undergoing processing (the so-called extraction) - in order to exercise this right, one should contact the contact data indicated in § 7, paragraph 1, of the Regulations;
  - b) the right of rectification of incorrect personal data or the right to have incomplete personal data completed, when using Website;
  - c) the right of object the processing of personal data on the Website - in order to exercise this right, one should contact according to the contact data indicated in § 7, paragraph 2, of the Regulations;
  - d) the right to data portability of the data we process, i.e. you can obtain it in a structured, commonly used and machine-readable format and you have the right to data portability to another controller - in order to exercise this right, you should contact the contact information indicated in § 7, paragraph 2.2. of the Regulations.
6. The Administrator reserves that he/she uses cookies, which by saving short text information on the User's computer enable the identification of the User in such a way that personal data of the User are not stored or acquired for that purpose. Every new user after entry on the Website will receive a displayed message informing about the processing of cookies on the Website (details <http://www.innogy.pl/en/privacy-policy>). Processing of cookies will take place based on the rules set out in the Privacy Policy, available under <http://www.innogy.pl/pl/polityka-prywatnosci>.

## § 9 Changes in the Regulations

1. The Administrator reserves the right to decide about the content of the information published on the Website, also to change all or a part of the information on the Website, as well as to periodically or entirely remove information, its part or the whole information resource of the Website from being used on the Internet.
2. In the event of changes in the Regulations, they will be published on the Website in the footer of the page <http://www.innogy.pl/en/regulations> before the day they enter into force. Changes in the Regulations enter into force and are binding for the Users upon publication on the Website
3. Lack of acceptance of the new or amended Regulations is tantamount to resignation from using the Services provided via the Website.

## § 10 Liability

1. The Administrator does not guarantee that he/she is able to prevent stoppages in the availability of the Website. The Administrator shall be entitled to interruptions or breaks in the availability of the Website, in particular when:
  - a. they result from force majeure or third parties, for whose actions or omissions the Administrator is not liable,
  - b. it is necessary to repair, extend, maintain or modify the content of the Website or technical devices and equipment
2. The Administrator shall not be liable for the results of using by the User information and materials published on the Website.
3. The Administrator shall not be liable for the damage borne by the User as a result of circumstances attributable to a third party.
4. In legally permitted cases, the Administrator shall not be liable towards the User who is not a consumer within the meaning of the provisions of the Civil Code for the damage incurred by the User and caused directly or indirectly by the use or inability to use the Website as well as erroneous functioning thereof.
5. In legally permitted cases, the Administrator shall not be liable towards the User for the benefits lost by the User and caused directly or indirectly by the use or inability to use the Website as well as erroneous functioning thereof.
6. The Administrator shall not be liable for the damage caused by the actions or omissions of the Website User, in particular for the damage caused by use of the Website that is illegal or incompliant with the Regulations.
7. The Administrator shall not be liable for breaks in the provision of Services resulting from failures or cases of faulty functioning of Teleinformation Systems, for whose correct functioning the Administrator is not liable.

## § 11 Final provisions

1. Any disputes between the User and the Administrator connected to the provision of Services shall be settled by the court competent for the seat of the Administrator,

however, in the case of Users who are consumers within the meaning of the provisions of the Civil Code all disputes shall be settled by the competent common court

2. Any disputes which may arise from providing Services, both the Administrator and the User, who is a consumer within the meaning of the Civil Code, shall resolve amicably, with separate agreement of the Parties, before the Permanent Consumer Arbitration Court at Masovian Inspector of Trade Inspection in Warsaw (Stały Polubowny Sąd Konsumencki przy Mazowieckim Wojewódzkim Inspektorze Inspekcji Handlowej w Warszawie) <http://www.spsk.wiih.org.pl/>).
3. These Regulations shall enter into force on the day of their publication on the Website
4. Appendices to the Regulations form an integral part hereof (see: Privacy policy <http://www.innogy.pl/en/privacy-policy>).