

TERMS OF USE OF THE WEBSITE

WWW.DMVPLUS.PL

§1 GENERAL PROVISIONS

1. Definitions:

Terms of Use – these terms of use regarding website www.dmvplus.pl;

Service Provider - DRAHT – UND MATERIAL VERTRIEB DMV – PLUS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Kokotów (office address and correspondence address: Kokotów 647b, 32-002 Węgrzce Wielkie); entered in the Register of Entrepreneurs of the National Court Register as number KRS 0000234812; as held by the District Court for Kraków – Śródmieście in Krakow, 12th Commercial Department of National Court Register; equity: PLN 50,000.00; VAT number (NIP) 6772249754, REGON 120054810, e-mail: biuro@dmvplus.pl, phone: (+48) 12 289 92 56;

User – any natural person with capacity to perform legal acts to the necessary extent who uses the services and content of the **Service Provider's** website www.dmvplus.pl to the extent envisaged in these **Terms of Use**;

Website - www.dmvplus.pl including sub-pages of the website;

Services – all services rendered electronically by the **Service Provider** for the **Users** pursuant to these **Terms of Use**;

Website Content – materials made available at the Website www.dmvplus.pl, on the terms and to the extent stipulated in these **Terms of Use** covering all information published at the **Website**;

Commercial information – any information intended directly or indirectly to promote goods, services, or the entrepreneur's image, excluding information allowing electronic communication with a specific person and information about goods and services that does not serve to achieve a commercial effect pursued by the entity requesting distribution thereof, in particular without remuneration or other benefits from manufacturers, vendors, or service providers;

Electronic Services – services rendered by remote via data transfer on individual request

of the **Service Recipient**, sent and received via electronic devices, including digital compression and data storage, which are entirely sent, received, or transmitted via telecommunication networks in the meaning of the act of 16 July 2004 – Telecommunications Law (Polish Journal of Laws 2004.171.1800, as amended);

2. These Terms of Use specify general terms of **Website** operation, including service deliver by the **Service Provider**, rendered by remote in the meaning of the act of 18 July 2002 on electronic services (Polish Journal of Laws 2002.144.1204, as amended).

§2 GENERAL TERMS

1. The **Website** is administered by the **Service Provider**.

2. Any **User** who starts to use the **Website** thus acknowledges and accepts these **Terms of Use** and commits to follow them. The use of the **Website** shall be voluntary and free of charge. If any of the Terms of Use are unacceptable to the User, the **User** must abstain from using the **Website** by closing the **Website** or the web browser;

3. The **Service Provider** reserves the right to change, withdraw, suspend, or stop any function or property of the **Website** at any time without the need for prior notification to the **Users**.

4. The **Service Provider** represents that all **Website Content** published at the **Website**, as well as all materials and information linked to the **Website** shall not constitute commercial information in the meaning of the law, in particular Article 9 of the act of 18 July 2002 on electronic services (Polish Journal of Laws 2013.1422, as amended);

5. The **Website** is not an e-shop/online store and it cannot serve as a dealer in concluding a sale contract, which means that all advertising, price lists, and other product information published at the **Website** do not constitute a commercial offer in the meaning of Article 66(1) of the

Polish Civil Code. They must not be treated as an offer, but possibly as an invitation to conclude a contract. Contract conclusion may occur as a result of an inquiry addressed to the **Service Provider** after the parties have agreed on detailed terms of such a contract.

6. The Service Provider wishes to inform that the **Website** does not serve to conclude any contracts related to services or any other contracts, and is not used to render electronic services in the meaning of the Act of 18 July 2002 on electronic services (Polish Journal of Laws 2002.144.1204, as amended);
7. The **User** shall be solely responsible for using the **Website Content**, as well as information and materials linked to the **Website**, and for any decisions made on this basis.

§3

USE OF THE WEBSITE BY USERS

1. The **Website** shall be available to all Internet **Users**. Within the **Website**, the **Service Provider** shall provide information about its business and present the product assortment.
2. Within the **Website**, the **Service Provider** may provide access to other websites administered by third parties. Services provided by such entities shall be governed by terms set by such entities, and personal data processing policies applicable to their websites.
3. The **Website** is adapted to work with web browsers. In order to use all **Website** functionalities, it is recommended to regularly update your browser.
4. **Website Users** must follow the **Terms of Use of the Website**.
5. The use of the **Website** must be in conformity with the laws, terms of social coexistence, and good manners, with respect for personal goods, personal data protection, and protection of the **Service Provider's** rights.
6. The **Users** shall be obligated to:
 - ❖ abstain from illegal actions that may hinder or interfere with **Website** operation;

- ❖ abstain from activities that may be in violation of decency, rules of social conduct, and personal goods of the **Service Provider** or other **Users** using the **Website** and third parties, including copyright and intellectual property rights;
- ❖ abstain from publishing and providing content of illegal nature, violating the rules of social conduct, vulgar, obscene, offensive, immoral, reprehensible, indecent and contrary to the adopted rules of behaviour; including content harassing the good name of the **Service Provider** and collaborating parties;
- ❖ abstain from measures that may violate privacy of other **Users**; in particular, collecting, processing, and distributing information about other **Users** or third parties, or use of one's image without one's consent shall be strictly prohibited.
- ❖ abstain from violating the privacy of correspondence;
- ❖ abstain from any other measures and behaviours that could be objectively considered undesirable, reprehensible, or non-compliant with the purpose of the **Website**.

§4

COPYRIGHT

1. Copyright and intellectual property rights to the **Website** as a whole, as well as to the contents of the graphics, iconography, photos, works, designs, and trademarks, film materials, navigation solutions, compilations, software, and databases available at the Website shall be proprietary to the **Service Provider** or other authorised third parties, and shall be protected by copyright law and other applicable laws.
2. All and any trademarks and brand marks appearing at the **Website** shall be protected on the terms stipulated in respective regulations.
3. The use of the **Website Content** for other purposes, particularly commercial purposes, including copying, playing, and

making available to third parties in any other manner, shall require express written consent of the **Service Provider** or other authorised third parties. In order to obtain the consent for using the **Website Content**, please contact the **Service Provider** at the e-mail address: biuro@dmvplus.pl or by writing at the office address.

4. In the event of any damage due to the **User's** breach of any of the above rules, the **User** shall be obliged to make good for the damage to the **Service Provider** on general terms.

§5 ELECTRONIC SERVICES

1. The **Website** provides for electronic service: **contact form**.
2. The use of contact form shall occur by providing the following in the "Contact" tab at the **Website**: e-mail address where the reply from the **Service Provider** is to be sent (**required**), one's full name, company name, phone number (optionally), and the content of the message, and after checking the box to confirm having read the Privacy Policy and providing consent for processing of one's personal data, and clicking on the "Send" button.
3. The contact form electronic service shall be rendered free of charge and is of one-off nature, terminating upon sending the message via the form, or upon prior discontinuation of message writing via the form.
4. The **Service Provider** reserves the right not to provide consultancy, information, or replies to any questions asked via the contact form addressed to the **Service Provider**, in particular replies submitted via the job offer form.

§6 DISCLAIMER

1. The **Service Provider** shall not be liable for any damage caused by malware to the **User's** software or other property.
2. The **Service Provider** takes every effort to assure safe use of the website and, for this purpose, secures the **Website** with the SSL certificate.

3. The **Service Provider** shall not be liable for any damage resulting from events not attributable to the **Service Provider**.
4. The **Service Provider** cannot assure that the **Website** will be available for viewing without any interruptions, limitations, or technical faults, and that the **User** will be able to find information sought.
5. Pursuant to these **Terms of Use** and the reservations under respective legal regulations, the **Service Provider** shall not be liable for damage caused by faulty operation of the transmission system, delays, interferences to the information transfer, or hardware failure.
6. The **Service Provider** shall not guarantee security to the information transferred to it. All transmissions of information sent to the **Service Provider** shall be performed at the exclusive risk of the **User**.

§7 PERSONAL DATA PROTECTION

The **Service Provider** shall act as the **Data Controller** with respect to personal data processed at the website. Personal data shall be processed for purposes, to the extent, and on the basis and terms stipulated in the **Privacy Policy** published at our website. The Privacy Policy principally contains the terms for personal data processing by the **Data Controller** on the website, including the basis, objectives, and extent of personal data processing, as well as the rights of the data subjects, and the information regarding the use of cookies and analytical tools at the website. The use of the Website shall be voluntary. The provision of personal data by the **User** of the website is also voluntary, except for cases listed in the Privacy Policy (statutory duties of the **Service Provider**).

§8 CONTACT

In the event of any problems or questions related to the operation and use of the **Website**, the **User** may contact the **Service Provider**:

❖ via e-mail:
biuro@dmvplus.pl

❖ in writing at the address:
Draht-und Material Vertrieb DMV-PLUS Sp. z o.o
Kokotów 647 b, 32-002 Węgrzce Wielkie, Poland

❖ by phone:
+48 12 289 92 56

In your inquiry, please provide (1) information and circumstances related to the object of inquiry; and (2) your contact data. The **Service Provider** shall respond to your inquiry within 14 calendar days from the date of the inquiry.

§9

AMENDMENTS AND MODIFICATIONS

1. These Terms of Use can be supplemented or updated according to the current needs of the Service Provider.
2. These Terms of Use shall be applicable starting from 1 May 2020.