

**Terms and conditions governing the purchase of products and services  
offered by PMR Ltd. Spółka z ograniczoną odpowiedzialnością**

**§ 1**

**[General provisions]**

1. These terms and conditions (hereinafter: **Terms and Conditions**) set out the rules pertaining to the provision of services by electronic means by PMR Ltd. Spółka z ograniczoną odpowiedzialnością, with its registered office in Kraków /address: ul. Królewska 57, 30-081 Kraków/, entered in the register of entrepreneurs at the District Court for Kraków-Śródmieście in Kraków, in the XI Commercial Division of the National Court Register, under the number KRS 0000057694, NIP (Tax ID number): 6762095189, REGON number: 351586904, holding nominal capital of PLN 258,900.00 (hereinafter referred to as **PMR**), rules governing the purchase of Products, the concluding of contracts with PMR, and the terms and conditions associated with granting the Client a non-exclusive licence for the use of Products offered by PMR.
2. These Terms and Conditions constitute regulations which govern the provision of services by electronic means within the meaning of Article 8 of the Act on the Provision of Services by Electronic Means of 18 July 2002.
3. PMR represents and warrants that it holds the exclusive economic copyright to the Products offered by its Website and Web Services and, in the case of Products in the form of databases, that it is also the producer of such databases within the meaning of the Act on the Protection of Databases of 27 July 2001.
4. Before making a purchase, the Clients are obliged to check for themselves whether it is possible that the Services can be provided and whether the purchased Products will be readable on the Client's media (including a computer, the required software and other devices). PMR does not bear responsibility for the Client's IT infrastructure or data legibility in file formats offered by PMR.
5. By accepting these Terms and Conditions, the Client agrees to be bound by the provisions of the Terms and Conditions as they pertain to all transactions involving the purchase of Products from PMR and to free-of-charge services provided by PMR to the Client.

**§ 2**

**[Definitions]**

1. In addition to the terms defined elsewhere in the provisions, the following definitions are adopted for the purposes of these Terms and Conditions:
  - a) **Delivery time** – the time it takes PMR to prepare and/or complete the purchased Products and/or Services and forward them for dispatch by the appropriate delivery method.
  - b) **Working days** – all days of the week from Monday to Friday, excluding public holidays in Poland.
  - c) **Client** – a natural person, a legal person and an organisational unit without legal personality, to which the applicable law grants legal capacity, representing a user of PMR's Services. PMR does not provide services to consumers.



- d) **Organisation** – a Client which is a single natural person, a legal person or an organisational unit without legal personality, to which the law grants legal capacity, and which, in the course of its business activity, purchases a Product from PMR and has a single tax identification number; in particular, for the purpose of licences granted under these Terms and Conditions, persons within an organisation will not be deemed to be employees, partners, members of bodies and regular collaborators of: (a) related parties within the meaning of the Accounting Act of 29 September 1994; (b) affiliated or parent companies within the meaning of the Commercial Companies Code of 15 September 2000; (c) linked enterprises within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014, which declares certain forms of aid compatible with the internal market in the application of Articles 107 and 108 of the Treaty; (d) affiliated enterprises within the meaning of Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014, which declares certain forms of aid compatible with the internal market in its application of Articles 107 and 108 of the Treaty.
- e) **Payment by card** – payment made by the Client by means of a payment card via an electronic payment system.
- f) **PMR Website** – a free online website owned by PMR, which can be used by an unlimited number of users and operates under the address: [pmrmarketexperts.com](http://pmrmarketexperts.com), including all subpages.
- g) **Products** – paid reports, newsletters, statistics and forecasts, databases, databases of products, companies, investment projects, analyses, compilations and listings, training sessions, workshops, webinars, conferences and other paid-for meetings and publications offered by PMR through Web Services and to which access is provided digitally (Digital Products, i.e. not recorded on a physical medium) or delivered by other means (Other Products, including those recorded by means of a physical medium and delivered by courier or postal service). Electronic products are made available in, e.g., PDF, PPT, WORD and XLS formats.
- h) **Unpublished products** – Products offered by PMR through the PMR Website, the production of which has not yet been completed, designated as Products unavailable at the time at which an Order is placed, including, but not limited to, those bearing a future date, or described as "available soon", or "forthcoming".
- i) **Published products** – Products offered by PMR through the PMR Website, the production of which has been completed and which are available at the time at which an Order is placed.
- j) **Bank transfer** – payment made by the Client at a bank, through an online account, or a physical transfer, or at a post office.
- k) **Client's Parent company** – in terms of the Client's status as a company, it is exclusively the parent company within the meaning of the Commercial Companies Code of 15 September 2000.
- l) **PMR Web Services** – a service which provides the Client with access to Products/Services purchased online from PMR via the website [pmrmarketexperts.com/account/login](http://pmrmarketexperts.com/account/login) and its subpages, with the use of access details (username/account name and password) supplied by PMR to each User indicated by the Client when Products are being purchased.
- m) **Force Majeure** – any event whose occurrence and consequences were not foreseen by the Parties on the date on which a contract was concluded for participation in a given meeting. These include wars, riots, natural disasters and epidemics. For the purposes of these Terms and Conditions, the circumstances accompanying the global SARS-COV-2 (COVID-19) epidemic, including the restrictions and other countermeasures put in place to combat it by the governments of countries which have jurisdiction over issues related to such meetings, are considered Force Majeure within the meaning of these Terms and Conditions.
- n) **Contract** – an agreement concluded between PMR and the Client, on the basis of which PMR is obliged to provide the Client with access to PMR Web Services and to the Products or Services purchased under the Contract – as part of these PMR Web Services. However, Contracts are not concluded by means of the IT tools available on the PMR Website, but by contacting a PMR sales representative (tel.: +48 782 011 000, e-mail: [sales@pmrcorporate.com](mailto:sales@pmrcorporate.com)).
- o) **Services** – chargeable and free-of-charge services provided by PMR electronically to Clients, offered, for example, on the PMR Website through PMR Web Services, including the services in the scope of providing access to Products .
- p) **User** – the individual who is the Client, a client employee or collaborator, indicated during the Service purchase.



- q) **Terms and Conditions** – these Terms and Conditions as amended.
- r) **Order** – the making of an offer to conclude a Contract (for the purchase of Products and/or use of paid Services) by completing and accepting/sending to a PMR sales representative the appropriate order form: electronic, printed or in PDF/Word format (tel.: +48 782 011 000, e-mail: [sales@pmrcorporate.com](mailto:sales@pmrcorporate.com)).

**§ 3**

**[Licence granted by PMR]**

1. In case of purchase of the Products PMR provides a licence for the Products under a Contract for the following areas of use:
  - a) to render a Product available within the Organisation for an unlimited number of persons, in whole or in part, by making it accessible to the following groups of persons: employees, partners who are natural persons, members of organisational bodies and natural persons who are regular collaborators of the Client and with whom the Licensee is bound by a civil law contract;
  - b) to use the data which a Product contains in order to prepare internal (shared within the Organisation with the groups of persons referred to in item (a) above) presentations, reports and analyses, and to plan the Client's business activities (business plans and business development strategies);
  - c) to use the data to compile reports and presentations for the Client's parent companies;
  - d) to record and copy the Product, in whole and in part, solely within the Organisation and to the extent that is technically necessary for the fields of use indicated in items (a)-(c) above.
2. The Product which PMR licenses for use is information which describes specific industries or market areas which is not publicly available. The Products emanate from PMR's research and analyses and reflect many years of experience. This makes possible the most comprehensive interpretation of data. Because of the ease with which data can be used without consent and in a manner contrary to PMR's interests, PMR must provide appropriate safeguards and strictly define the fields of use of the licensed Products. Any wish to make wider use of the Products will require PMR's consent, expressed by means of the conclusion of a separate agreement concluded in accordance with the procedure described below under § 4 para. 6 of the Terms and Conditions.
3. **The following table contains examples of permissible and impermissible use of the Products in accordance with the licence provisions:**

Unlimited sharing and use of the Product inside one Organisation	YES
The unlimited sharing of the Product with employees and members of the Organisation's bodies, with the Client being liable for the acts and omissions of such persons as if they were the Client's own acts and omissions	YES
The preparation, on the basis of data provided, of internal reports, analyses, business plans and company development plans for the needs of the Organisation	YES
The preparation, on the basis of data provided, of presentations for the management board, supervisory board, general meeting or shareholders' meeting and other internal bodies which are part of the Organisation	YES



The sending of the Product, or data which it contains, to subsidiaries	NO
The sending of the Product, or data which it contains, to affiliates	NO
The sending of the Product, or data which it contains, to the parent company	NO
The preparation of presentations and analyses for the parent company based on the data provided	YES
Republication, e.g. in annual reports, along with its use in consultancy projects for other entities	NO
Use for purposes of artificial intelligence	NO

#### § 4

#### [Licence terms]

1. Any recording, reproduction and sharing of the Product outside the scope of this licence is not permitted: in particular, the licence does not cover the provision of access to the Products, in whole or in part, to the Client's contractors or customers.
2. The Client must use the Products only as authorised by the licence.
3. The Client must ensure that the members of its Organisation to whom it makes the Product available in accordance with the scope of the obtained licence do not infringe the licence provisions, in particular by distributing, publishing or providing access to the Products in any form to persons or entities not covered by the fields of use specified in § 3 para. 1 of the Terms and Conditions. The Client will be liable for any acts and omissions of the members of its Organisation to whom it makes the Products available in accordance with the granted licence as if it was the Client's own acts and omissions.
4. Any copying, distribution or sharing of the Products (in whole or in part, and, in the case of PMR Web Services, of access data to PMR Web Services also) falling outside of the scope of the licence granted to the Client is not permitted, even when the Client refers to the source of the shared data.
5. Any copyright information contained in the Products is directly incorporated into the licence terms by inference.
6. PMR may refuse to carry out an Order on the basis of these Terms and Conditions to Clients which conduct competitive business (in particular, business entities which carry out research studies and provide consultancy services, along with banks and investment entities). In such a case, the Client and PMR will enter into a separate agreement in which their mutual rights and obligations regarding the use of the Products and confidentiality will be established, on terms which reflect the Parties' mutual relations and the competitive nature of their business.
7. The Client agrees that PMR can inform third parties that it uses the Products, as part of marketing activities conducted by PMR, as well as to use in this regard the Client's name and logo. The Client may request in writing that PMR cease using its name or logo in the manner described



above, without prejudice to the acceptability of the use of the name and the logo during the period prior to such notification.

## § 5

### [Provision of services online]

1. In order to ensure the proper and full online use of the Services, including the Products, Clients must have:
  - a) a device with internet access;
  - b) PDF (Portable Document Format) reader software;
  - c) Microsoft Office or Microsoft Office-compatible software;
  - d) one of the following web browsers: Microsoft Edge, Firefox, Google Chrome, Opera or Safari.
2. Services offered by PMR free-of-charge include the opportunity for the Clients to view and read content (including files, texts, photographs, graphics, data and listings) provided by PMR without cost by e-mail and posted on the PMR Website as part of the free access to the PMR Website and in accordance with trial/free access to priced Products. The agreement for the provision of free Services is concluded when the Client carries out any action by means of a file, on the PMR Website or in a Product (for example, opening a file, or clicking on a link provided in an e-mail or on the website in order to read information).
3. The conclusion of a contract for the provision of chargeable Services online, the purpose of which is to enable the Client to access Products (including the Product Delivery Service and making them available via PMR Web Services), will take place when the Client places an Order for the relevant chargeable Service, and once the Client's order has been accepted by PMR. The amount of fees and payment methods are specified by PMR via the PMR Website and price lists provided by a sales representative. The Client shall use the Service and/or the Product only in the manner defined in the licence granted by PMR.
4. The Client will protect access details (i.e. username/account name and password) for PMR Web Services against unauthorised use. The Client will not pass on to third parties or other entities any information which would enable unauthorised persons to log on to PMR Web Services: in particular, it must not share with third parties or other entities its username/account name, password or other details used for authentication for PMR Web Services. The Web Services in question will be used in accordance with the provisions of these Terms and Conditions (any attempts to influence the operation of the service, including hacking, are prohibited).
5. PMR Web Services will be available 24 hours a day. PMR may temporarily disable access in the event of technical problems or for other reasons beyond PMR's control. Re-launch will take place as soon as the obstacle or reason for suspension has been removed. PMR may carry out maintenance work, software updates, etc., during which its Services may not be available.
6. PMR declares that the Services provided under these Terms and Conditions, along with the Products offered as part of these are for information purposes only. PMR states that the Client uses the Services solely at their own risk and expense. The Client accesses, uses and relies upon content available through the provided Services at their own risk. PMR expressly disclaims liability for any direct or indirect damage suffered by Clients or any third party, which may result from the use of information supplied by PMR for business, investment or professional purposes, and does not give any warranty, either implied or explicit, on the information provided in its Products.



7. PMR will not be liable for the transmission of any message to the e-mail address provided by the Client which has been blocked by mail server administrators or for the deletion and blocking of e-mails by software installed on the Client's hardware.

## **§ 6**

### **[Conclusion of contracts]**

1. The provisions under § 5 of the Terms and Conditions will also apply, mutatis mutandis, to the PMR Website's operations.
2. Information about Products posted on the PMR Website does not constitute an offer by the seller as defined in the Civil Code, but only an invitation to make an offer in order to enter into a Contract. The Product prices and descriptions shall become legally binding at the moment the Client places a Purchase Order. The procedure for placing the Purchase Order is described below:
  - a) The Client requests a quotation by e-mail or telephone, stating:
    - i) the language version for each selected Product;
    - ii) the payment method preferred by the Client of those offered by PMR for the Product;
    - iii) the delivery method preferred by the Client of those offered by PMR for the Product;
    - iv) the Client's identification details and the User's personal data;
    - v) the data necessary for PMR to issue a VAT invoice and to deliver the Products;
  - b) A PMR representative will contact the Client in response to the Client's enquiry by sending a purchase order form and these Terms and Conditions to the e-mail address provided by the Client, along with an offer including the current price for the Products selected by the Client;
  - c) By means of the form received and by filling in the relevant sections thereof, the Client will place a purchase Order, which also constitutes an offer to enter into a contract with PMR;
  - d) PMR, through its representative who has provided the Client with the Order form, accepts the submitted purchase Order;
  - e) The Order will be deemed to have been placed and the contract concluded when the Client correctly completes and submits the Order form to PMR and PMR accepts the Order thus placed (once both conditions are met).

## **§ 7**

### **[Payment]**

1. The applicable methods of payment for Orders are:
  - a) bank transfer;
  - b) payment by credit card.
2. In the case of a bank transfer, the Client must quote the invoice number in the description field.
3. Payment by card is processed by means of an authentication and settlement centre operated by a specialist third party, where the buyer is redirected via a secure SSL connection.
4. Product prices presented on the PMR Website are provided to the Client in response to a quotation request made by the Client in accordance with the procedure described in § 6 above.



5. VAT invoices issued by PMR shall take the form of structured invoices and shall be issued through the National e-Invoicing System (KSeF) in accordance with Article 106ga(1) in conjunction with Article 106gb(1) of the Act of 11 March 2004 on Tax on Goods and Services (hereinafter: the "VAT Act").
6. Where the Client is:
  - a) an entity that has neither its registered office nor a fixed establishment on the territory of the Republic of Poland,
  - b) an entity that does not hold a tax identification number (NIP) or a VAT identification number,
  - c) any other entity referred to in Article 106gb(4) of the VAT Act,— the structured invoice shall be made available to the Client in a manner agreed upon with the Client (e.g. in electronic form to the email address designated by the Client, or in paper form), bearing a verification code in accordance with Article 106gb(5) of the VAT Act.
7. At the Client's request, PMR may additionally provide a visualisation of the structured invoice bearing a verification code (QR code). Such visualisation shall be of an informational nature only and shall not substitute for the structured invoice issued through the National e-Invoicing System (KSeF).
8. In the event of unavailability of the National e-Invoicing System (KSeF) or the occurrence of circumstances preventing the issuance of a structured invoice, PMR shall issue the invoice in electronic form in accordance with the applicable provisions of the VAT Act (contingency mode or offline24 mode), and shall be obliged to submit such invoice to KSeF without undue delay upon cessation of the impediment, but no later than on the following business day, in accordance with Article 106nda(2) or Article 106nh of the VAT Act.
9. If the Order price is not paid in full on time within the period specified in the invoice, PMR may unilaterally cancel the Order.

## **§ 8**

### **[Delivery]**

1. PDF Products or Products made available to Clients via PMR Web Services are delivered within 2 working days of full payment to PMR. PMR may refrain from proceeding until the Client has paid in full.
2. A Product is made available by PMR by means of the tools provided on the User's PMR Web Services account to view and download the content of the Product. The Product thus made available may be viewed by Users authorised by the Client, downloaded by them to their computers and other devices, as well as modified with the use of filters and other tools made available through PMR Web Services. The Product shall be made available through PMR Web Services for a period of up to 12 months from the date of access (the period may be shorter for some Products, according to the terms of the concluded Contract).



3. Products, the license period of which is unlimited or longer than 12 months (the license period is each time specified in the Product description), following the date of their removal from PMR Web Services account by PMR according to the provisions of para. 2 above, may still be used by the Client in the form of a file downloaded by authorised Users in an appropriate electronic format (e.g. PDF, PPT, WORD or XLS) – without the possibility to use additional tools provided via PMR Web Services. In addition to the possibility of downloading the Product from PMR Web Services, the Client may also request by e-mail to be sent a copy of the Product in the appropriate electronic format (e.g. PDF, PPT, WORD or XLS) by e-mail after the expiration of the availability period within PMR Web Services. PMR shall respond to such a request within 3 working days.
4. Products that are not made available via PMR Web Services shall be sent to the Client's e-mail address in an appropriate electronic format (e.g. PDF, PPT, WORD or XLS).
5. PMR will not be liable for non-delivery of the Products or non-performance of the Services because of an erroneous e-mail address provided by the Client, blocks on the Client's e-mail servers, or on the e-mail address provided by the Client, or on the Client's computer/network, or for other reasons beyond PMR's control, including any malfunctioning of the internet.
6. Unpublished Products are unavailable at the time at which the Contract is entered into. The delivery of unpublished Products will take place after they have been published, that is, after their production has been completed, in accordance with the conditions described in these Terms and Conditions. Delivery times for unpublished Products are deemed to begin on the date of publication thereof or of the payment of the due fee (whichever is later). The Client will be informed of the Product publication date by PMR's sales department.
7. PMR reserves the right to withdraw from the production of an unpublished Product at any stage of that production. PMR accepts no liability in the event of the cancellation of an unpublished Product. In particular, PMR will not be liable for any damage or lost profits incurred by the Client as a result of the cancelled purchase of a Product whose publication the Client hoped for.
8. All purchases made are final. If PMR and the Client conclude a Contract, the payments made will not be refunded, but in special cases, with PMR's consent, the parties may change the subject of the agreement so that the payment for the Product may be used to purchase another Product offered by PMR. If the Client is hesitant about the purchase, it is recommended that they should contact the sales department to obtain a detailed presentation of the Products (tel.: +48 782 011 000; email: [sales@pmrcorporate.com](mailto:sales@pmrcorporate.com)).
9. PMR may terminate the Contract with immediate effect and will have the right to cease the provision of the Services and/or the delivery of the Products, and also to block or deny the Client's access to PMR Web Services without notice in the event that the Client should breach any of the terms of the licence granted for the Product. The termination of the agreement by PMR for these reasons will not result in an obligation on PMR to refund the Client any fees already charged.

## § 9

### [Participation in PMR business meetings]

1. Participation in a PMR business meeting is contingent upon registration for the selected meeting and payment of the applicable participation fee, as set out on the PMR Website or in the price list or quotation provided by a PMR sales representative in accordance with the procedure described in § 6.
2. The participation fee covers:



- a) attendance at expert lectures;
  - b) participation in a Q&A session;
  - c) participation in a panel discussion with the panel members;
  - d) coffee breaks and a meal provided during the event;
  - e) supplementary materials.
3. The provisions governing the placing of Orders and the making of payments for the ordered Products in § 6-7 will apply, accordingly, to the ordering of training courses, subject to the stipulations delineated in the following paragraphs.
  4. The Order for participation in a business meeting will include the name of the event and the date on which it is to be held, selected from among those available via the PMR Website, and a list of participants who are to take part in the meeting.
  5. If a larger number of participants is registered by a Client for a business meeting, PMR provides for the possibility of organising a meeting for one Client or the arrangement of another meeting.
  6. Payment for participation in the event should be made in the following manner:
    - a) If an order is placed more than 30 days before the event, payment will be made on the basis of a pro-forma invoice within the period indicated on that invoice (no more than 14 days after the date on which the pro-forma invoice is issued), to the account specified. Upon receipt of the payment, PMR issues an advance invoice. The final VAT invoice will be issued after the service has been provided;
    - b) If an order is placed up to 30 days before the event, payment must be made against a VAT invoice within 14 days of its issuing, to the account stated on the invoice, but no later than the day before the event.
  7. PMR has the right to verify and refuse entry to the organised event to any participants whose attendance has not been paid for.
  8. The Client has the right to withdraw from the business meeting in accordance with the conditions set out below:
    - a) In the event of a cancellation no later than 30 days before the meeting for which the registration has been made, the participant will be charged a handling fee of €250 + 23% VAT for each cancellation;
    - b) In the event of a cancellation which takes place less than 30 days before the meeting, the participant will be charged the full cost of attendance on the basis of the issued invoice and will not be entitled to any refund;
    - c) In the event of non-attendance at the meeting, and in the absence of a written cancellation, the Registering person will pay the total participant fee as specified in the contract;
    - d) Cancellation must take place by communicating the matter in the form of a document sent to the following e-mail address: [events@pmrcorporate.com](mailto:events@pmrcorporate.com).
  9. If the Registering person wishes to register a different individual for participation in the meeting, they should notify the organiser immediately, at least by making the relevant statement (e.g. by e-mail).
  10. If the meeting is cancelled through any fault of PMR, the participation fee will be refunded within 14 days of the date of the scheduled meeting.
  11. PMR reserves the right to change the agenda and venue, in addition to the date of the meeting.



12. Any cancellation, change of venue or date of the meeting caused by circumstances for which PMR is not responsible will not be deemed a breach of these Terms and Conditions. In particular, PMR may cancel the meeting or make appropriate changes to the venue or date of such meetings in circumstances caused by Force Majeure. No fees paid by Clients will be refunded in the event of cancelled participation in a meeting related to a change in the agenda and venue or the date of the meeting necessitated by Force Majeure.
13. PMR emphasises that the Client uses the provided information solely at their own risk and expense. The Client also accesses, uses and relies upon such information at their own risk. PMR expressly disavows liability for any direct or indirect damage suffered by Clients or any third party, which may result from the use of information supplied by PMR for business, investment or professional purposes, and does not give any warranty, either implied or explicit, pertaining to the information provided during organised business meetings.

## § 10

### [Complaints]

1. Complaints can be registered by, for example, contacting PMR's sales department (e-mail: [sales@pmrcorporate.com](mailto:sales@pmrcorporate.com)) or by sending a letter by registered post to the following address: PMR Ltd. Spółka z ograniczoną odpowiedzialnością, ul. Królewska 57, 30-081 Kraków, Poland.
2. In the event of defects in the item (physical defects in the Product), the Client will have only the right to ask PMR to rectify the defects in the Product (to deliver the Product without flaws). PMR will have 14 days in which to rectify the defects. In the event of defects in the Product, the Client will not have a right to withdraw from the contract, nor can they demand a reduction in the fee defined for the Product. PMR disavows liability for legal defects in the Product. Given the nature of the Products, any characteristics of the Product content (including data and their compilation, layout and information) will not be considered a Product defect (flaw), with the exception of technical problems which prevent access to, or the display of, the Product.
3. The Client is obliged to lodge a complaint within 2 months of the date of PMR's granting of access to the Product. PMR will have 14 days to deal with the complaint, which must include the Client's name and postal address and:
  - a) in the case of Services which require registration, the username/account name of the Client;
  - b) for Services which require an e-mail address, the Client's e-mail address given to PMR during the purchase procedure.
4. The Client will be notified of PMR's decision in writing, by a letter sent to the address specified in the complaint delivered by registered post. If the Client has filed the complaint in another way, for example, by e-mail, the same format will be used by PMR to respond to the complaint.

## § 11

### [Personal data protection]

1. Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council 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) (hereinafter GDPR), PMR announces that:

- a) The Administrator of your personal data is PMR Ltd. Sp. z o.o., with its registered office at ul. Królewska 57, 30-081 Kraków;
  - b) The contact e-mail address of the personal data protection controller at PMR Ltd. Sp. z o.o. is: [dpo@pmrcorporate.com](mailto:dpo@pmrcorporate.com);
  - c) Your personal data will be processed for marketing purposes on the basis of Article 6(1)(a) GDPR and as necessary for the implementation of contracts concluded in accordance with Article 6(1)(b) GDPR;
  - d) The recipients of your personal data will be service providers which supply our company with technical and organisational solutions (ICT service providers, software providers, courier and postal companies, and legal and debt collection services);
  - e) Your personal data will not be transferred to a third country/international organisation;
  - f) Your personal data will be processed for a minimum of 6 years or until you revoke your consent;
  - g) You have the right to access your personal data and the right to request its rectification, erasure and restriction of the processing, along with the right to data portability, the right to object, and the right to withdraw consent at any time without affecting the lawfulness of the data processing based on the consent prior to its withdrawal;
  - h) You have the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data is in breach of the GDPR provisions;
  - i) The processing of your data will not be automated, and this includes profiling.
2. If PMR becomes aware of the Client's use of the Products and/or Services in a manner which violates the law, the granted licence or the Terms and Conditions, PMR may process the Client's personal data for the purpose, and to the extent necessary, for establishing the Client's liability.
3. The personal data which may be processed by PMR includes:
- a) surname, first names, gender of the Client and the User;
  - b) the Client's tax identification number (NIP);
  - c) the Client's addresses, including country, city and postal code;
  - d) the e-mail addresses of the Client and the User and websites owned by the Client;
  - e) the telephone numbers of the Client and the User;
  - f) the nature of the business activity carried out by the Client, the description of the business activity, and the place of the Client's business.
4. Other data processed by PMR may include the following characteristics of the Client's use of the Service:
- a) designations which identify the telecommunications network termination point or ICT system used by the Client;
  - b) information about the commencement, termination and scope of each use of the Products and/or Services, along with the PMR Website.
5. By accepting the registration form, the contact form or the Order form, the Client provides their personal data, which is necessary for the conclusion of a contract. The provision of personal data is voluntary. Refusal to provide personal data will make it impossible to conclude a contract with PMR.
6. PMR safeguards personal data provided by the Clients. The data are protected against unauthorised access.



7. The User has the right to unsubscribe from electronic newsletters, marketing, information and commercial mailings and other communications from PMR. The User may unsubscribe from a free subscription by using the link provided in each e-mail or e-newsletter sent to the User by PMR or by sending an e-mail with "UNSUBSCRIBE" in the subject to [marketing@pmrcorporate.com](mailto:marketing@pmrcorporate.com).
8. The rules for the processing of personal data by PMR are outlined in the Privacy Policy available at [pmrcorporate.com/privacy-policy](http://pmrcorporate.com/privacy-policy).

## **§ 12**

### **[Citation Policy]**

The provisions of the Citation Policy may be updated from time to time without prior notice. The current version of the Citation Policy can always be found on the PMR Website at [pmrcorporate.com/citation-policy](http://pmrcorporate.com/citation-policy). PMR reserves the right to use the results of its research, including the right to refuse publication of this information by third parties. The Client's acceptance of these Terms and Conditions is tantamount to the acceptance of the Citation Policy.

## **§ 13**

### **[No AI training]**

For the avoidance of doubt, the Client may not use the Products or any part thereof, or the content contained therein, in any manner that leads to the training, improvement, or adaptation of any artificial intelligence systems, or for any other activities with a similar purpose or effect.

## **§ 14**

### **[Limitation of liability]**

1. PMR shall only be held liable for direct damages relating to a breach of the Contract or under any other circumstances related to provision or improper provision of Services hereunder in cases of intentional breach or breach by gross negligence.
2. PMR shall under no circumstances be held liable for indirect or consequential damages, including any loss of profits of the Client.
3. If a claim is directed towards PMR from a third party as a result of the Client's use of the Service in breach of the provisions hereunder, the Client shall indemnify PMR for all damages suffered by PMR.
4. PMR's liability for all claims arising out or connected with the Contract or use of or provision of Services will in no event exceed the fees paid by the Client to PMR for given Services and in lack of any payment shall be excluded to the extent permissible under mandatory provisions of law.



**§ 15**

**[Final provisions]**

1. The foregoing version of the Terms and Conditions will come into force on 01.04.2026 and will apply to all Orders placed on and after that date. The Terms and Conditions are available on the PMR Website in a format which can be downloaded, saved and printed by the Client.
2. PMR reserves the right to amend these Terms and Conditions. Orders placed by the Client before the date on which the amendments to these Terms and Conditions were introduced will be fulfilled on the basis of the provisions in force on the date on which the order was placed. Any changes to these Terms and Conditions of sale will take effect on the date of their publication on the PMR Website.
3. Matters not covered by these Terms and Conditions will be governed by Polish law (applicable law).
4. The court which has jurisdiction over disputes arising from contracts concluded between PMR and the Client will be a Polish common law court (exclusive jurisdiction), as this encompasses legal authority over PMR's registered office.

