

# TERMS AND CONDITIONS OF USING BENEFIT4U PLATFORM

## § 1. GENERAL CONDITIONS

1. The following terms and conditions specify terms of using Benefit4U platform by Users, including terms of providing service of Benefit4U to its users by EKO-OKNA S.A.
2. A technical condition for using Benefit4U Platform is having a device with access to the internet, that is equipped with an internet browser and possessing an email account.

## § 2. DEFINITIONS

1. **Benefit4U Platform** - an internet website that presents and promotes Goods offered by the Operator and expands the technological knowledge about products and services that are offered by the Operator. Access to the platform run by the Operator is possible at the internet address [www.benefit4u.com](http://www.benefit4u.com). An account activated for the User by the Operator is a collection of User's data, information about his activity and cases run on the Benefit4U platform.
2. **Operator** - EKO-OKNA S.A. with headquarters in Kornice, NIP 6391813241, REGON 277925708. The Operator allows usage of the platform by its employees, but every User is obliged to use his own account according to the following Terms and conditions.
3. **Administrator of personal data** - EKO-OKNA S.A. with its headquarters Kornice, NIP 6391813241, REGON 277925708.
4. **User:**
  - 1) dealer/seller - considered as an adult legal person that has full abilities for legal actions, legal entity, an organisation unit that thanks to legal regulations gains a legal personality and those that do not have legal personality but they may, in their own name, gain right to make obligations, which has created an Account in a way accepted by Terms and conditions. By following these Terms and conditions, a user is a seller/dealer in only an authorized business partner of Eko-Okna S.A.
  - 2) authorised employee of EKO-OKNA S.A.
5. **Agreement** - agreement to provide services on the Benefit4U Platform is made for an indefinite period of time between a User and the Operator, in accordance with all the rules of Terms and conditions which state how Service is provided.
6. **Terms and conditions** - the following terms and conditions.

## § 3. GENERAL TERMS AND CONDITIONS OF USING BENEFIT4U PLATFORM

1. Using the Benefit4U platform by users is free of charge.
2. In order to use the platform you need to fill out an application, which is then accepted by the Operator. A confirmation of providing access to the account and gaining a user status will be sent to an email address that was given in the application. In cases when the Operator denies access, such information will also be sent to an email address of an entity / person that has submitted the application.
3. Information that is on the Platform website [www.benefit4u.com](http://www.benefit4u.com) are not an offer in the meaning of Civil Code.
4. Copyright of ownership rights to components of Benefit4U Platform (Service's lotypes, content, compositions and industrial ownership, that is protection laws for trade marks are located in the

service, they benefit the Operator or third party, but the Operator has a right to use them in information purposes on the eBenefit4U Platform.

5. The Operator will conduct all the necessary technical breaks during the night time whenever it is possible.

6. Automated access to the Benefit4U Platform and its content is forbidden, unless the Operator allows it. The permission should be made in a written form. In particular, it is forbidden to use bots, indexing robots and other automated tools that allow the user to use the service without the User's action.

7. The User is not allowed to copy, distribute, reproduce and modify any content, including data located on the Benefit4U Platform.

#### **§ 4. REGISTRATION, CONCLUDING AN AGREEMENT, LOGGING-IN**

1. Registration on the Benefit4U Platform is made after accepting Terms and conditions and imputing User's data to a form, especially name and surname and employee's RCP number or company's data, NIP, same and surname, phone number, and also email address and password. All the data should be consistent with facts, that is, they should be true, full and up to date.

2. After filling the registration form, the User will receive, on the email address provided in the registration process, an email confirming the registration and other legal information which the user should enter on to complete the process of registration.

3. Concluding an agreement between the User and the Operator for providing services specified in Terms and conditions is made when the process of registration is completed in accordance with point 2.

4. In the process of agreement's conclusion, which is specified in point 4, the Operator creates and provides access to a User Account on Benefits4U, which allows him to use the platform in accordance with the following Terms and conditions.

5. It is forbidden to use not your own account or provide access to a third party.

#### **§ 5. PERSONAL DATA; PRIVACY PROTECTION**

1. Users' personal data are processed in accordance with the law, including the act from 10 May 2018 Dz.U. position 1000 in regards to personal data, Ordinance of The European Parliament and The Council of Europe 2016/679 further known as RODO. Users' personal data are processed in order to provide services to Users consistent with those Terms and conditions by the Operator.

2. The Operator uses all available technical and organizational measures that ensure the safety of processed data, including IT security (including data coding systems). The Operator secures data from access by unauthorised persons, and also other cases of revealing data or a loss, destruction or unauthorised modification of given data, as well as processing data by violating binding legal regulations.

3. The Operator ensures Users realization of improvements arising from acts of personal data protection, including right to access own personal data and their correction and right to control all processed personal data. Users in cases specified in the act of personal data protection, have above all, right to ask to stop processing his data in a written form and by justifying his need, due to his specific situation. He also has a right to express his objection in regards to processing his personal

data. Users have also a right to for correction, restriction's deletion and transferring their personal data.

4. The Operator for server administration purposes does not use users' PC IP addresses directly. The Benefit4U website has an assigned Google Analytics account, but gathering statistical data is made by Google, the operator has only access to prepared versions of those data.

5. Demanding the removal of personal data, objecting or other cases resulting from RODO, does not influence the consistency with law to process personal data done before the demand was made.

6. In order to make a request specified in RODO, you need to contact the Operator on the email address [iod@ekookna.pl](mailto:iod@ekookna.pl)

7. After the User's account deletion, in consistency with paragraph 7, his personal data will be completely deleted from the database. Only the history of orders sent remains (only to be viewed by the Operator). Access to this data will only be processed in time that is required to protect from possible claims.

8. Providing personal data by a User is necessary, due to the verification process by authorized dealers and Operator's employees. Processing User's personal data is necessary to create an account on the Platform and gain User status.

## **§ 6. COMPLAINTS**

1. A complaint should be made directly to the Operator's Platform. The complaint should contain a description of the situation which is the reason for the complaint.

2. User's data are available on the Benefit4U Platform.

3. Complaint will be considered by the Operator within 14 days from receiving a correctly submitted complaint.

## **§ 7. TERMINATION OF THE CONTRACT IN TERMS OF USING BENEFIT4U PLATFORM**

1. The agreement in regards to services provided by the Operator is made for an indefinite period of time with a possibility of immediate termination of the agreement by the User.

2. The Operator has a right to terminate the agreement in case of User's gross violation of legal regulations or terms of these regulations, which may be terminated with a 7-day period notice.

3. A statement of agreement's termination, the User may admit in a written form to Operator's address or by electronic mail to [poczta@ekookna.pl](mailto:poczta@ekookna.pl)

4. After terminating the above mentioned agreement, User's access to the platform will; be blocked and the account will be deleted.

## **§ 8. FINAL REGULATIONS**

1. The operator reserves the right to make changes in these Terms and Conditions.

2. Changes made in Terms and Conditions will enter into force in the time specified by the Operator, but not sooner than 7 days from the date of announcing the changes, and from the day of sending a proper notice to Users.

3. In case of no acceptance of a new version of Terms and conditions, the User is authorized to terminate the Agreement, and any further action on the platform will not be possible, in compliance with § 7 point 1

4. In all cases not regulated by these Terms and conditions, Civil Code, personal data protection acts and other Polish acts apply.

5. All the disputes of the Agreement between sides will be settled by a Court proper to the Operator's headquarters.

The following Regulations comes into effect on 01.07.2021.

#### **§ 9. FINAL REGULATIONS, CHANGES IN THE REGULATIONS**

1. In case of any change in the content of these Regulations, the User is obliged to familiarise himself with its content.

The condition for using the Platform is to accept the Regulations.