

Rules of Internet Maspex B2B Platform of 7 June 2021

I. Definitions

Website: the Internet Maspex B2B platform, including an interactive catalogue of products, available at: <https://maspexb2b.com/>, where Users can take advantage of functionalities described in these Rules.

Website Owner: an entity making the Website available, i.e. Grupa Maspex Sp. z o.o. with its registered office in Wadowice, address: 34-100 Wadowice, ul. Legionów 37, entered in the register of companies kept under the National Court Register, under the number 0000898248, whose registration files are stored by the District Court for Kraków - Śródmieście in Kraków, 12th Commercial Division of the National Court Register, VAT No. (NIP): 5512617657, statistical ID (REGON): 122948517, share capital: PLN 2,988,753,600.00, e-mail: maspexb2b@maspex.com, having a status of a large enterprise;

User: (1) a natural person with full legal capacity; (2) a legal person or (3) an unincorporated business unit which has legal capacity by law; whose employees or business partners use the Website.

User Account: a set of resources in the Website Owner's telecommunications and IT system which is marked with an individual name (login) and password and where data provided by the User and information about Inquiries made by the User via the Website are stored.

Products: goods offered for sale by the Website Owner.

Inquiry: an interactive form available on the Website, which enables the User to inquire about an offer and, in particular, add Products to the electronic basket and defined detailed conditions of future orders, including a delivery method, terms of payment, quantities and delivery time.

Basket: a Website tab where Products selected by the User are visible and where the User can define and modify the quantities of Products and make an Inquiry.

Materials: materials made available on the Website to Users by the Website Owner, including in particular photos of Products, visualisations of food products made of Products (so called product mixes) and other information about Products.

Rules: this document providing for general terms and conditions for the use of the Website by Users.

Electronic Service: a service supplied electronically by the Website Owner to Users via the Website.

II. General regulations

1. The Website Owner enables Users to access the Website under terms and conditions set out in these Rules.
2. Each User must familiarise themselves with the Rules before using the Website. The Website Rules are made available to Users free of charge before and while they use the Website and can be downloaded, saved and recovered.
3. The moment the User starts using the Website, the User is deemed to have declared, in particular by ticking a relevant box on the Website, that they have familiarised themselves with and accept these Rules as a whole without limitation and reservation. The acceptance of the Rules is voluntary, however necessary to use the Website.
4. If the User does not accept the Website terms and conditions set out herein, they must stop using the Website immediately.
5. The User may only use the Website in accordance with these Rules and commonly applicable legal regulations.
6. The User must not transfer rights and obligations hereunder to third parties.

III. Terms of use

1. Electronic Services are offered on the Website free of charge.
2. The Website is available all-day-round, save for breaks connected with necessary maintenance works.
3. The Website is operated by all Internet browsers.
4. To use the Website, the User must have equipment allowing for Internet browsing and Internet access, as well as relevant software that enables them to use Materials downloaded. In addition, to use certain functionalities of the Website (i.e. Inquire about offers, create a User Account, subscribe for a Newsletter), the User must have a properly configured electronic mail.
5. The Website offers the following Electronic Services: 1. Interactive Product Catalogue; 2. User Account, and 3. Newsletter.
6. The Interactive Product Catalogue is an Electronic Service that provides the User with data and information published on Website pages, which can be displayed by the use of the defined URL address. Functions of the Website include:
 - a) searching for and browsing commonly available Website pages;
 - b) familiarising with the description and photos of Products made available on the Website;
 - c) adding Products to the Basket in order to make an Inquiry;
 - d) IT mechanisms used to make Inquiries;
 - e) configuring and generating visualisations of finished food products selected by the User with the use of Products (so called product mixes);
 - f) incorporating graphical elements in visualisations of finished food products made with the use of Products (so called product mixes);

- g) downloading Materials and visualisations of finished food products made with the use of Products (so called product mixes), which are recorded in basic graphical file formats.

7. To make an Inquiry, the User must:

- a) specify the quantity and type of Products subject to that Inquiry;
- b) fill in the Inquiry form;
- c) click "Złóż zamówienie" (Submit your Inquiry).

In the Inquiry form, the User must give the following data: the surname and first name or business name of an entity making the Inquiry, e-mail address, delivery place and method, quantity of Products, type of Products.

8. On the Website, only Inquiries can be made and Users cannot enter into agreements concerning Products.

9. By the use of the User Account Electronic Service, the Website User can:

- a) register an Account with the Website;
- b) maintain the Account;
- c) store information about the history of the User's Inquiries.

10. To use the Account, the User must:

- a) fill in the registration form;
- b) click "Zarejestruj" (Register).

In the registration form, the User must give the following data: the first name and surname or business name of an entity making the Inquiry, e-mail and password.

11. The User can delete their Website Account at any time without reason by sending a relevant request to the Website Owner to the e-mail address given in Section 1 hereof or in writing.

12. The Newsletter Electronic Service means sending e-mails containing information about the Products, Website and the Website Owner's offer to the e-mail address given by the Users.

13. To subscribe for the Newsletter, the User must:

- a) in the "Newsletter" tab on the Website, give their e-mail address to which Newsletters are to be sent;
- b) click "Zapisz się" (Subscribe);
- c) confirm that they want to subscribe for the Newsletter by clicking a link that is automatically sent to the User's e-mail address given during the registration.

14. The User can unsubscribe from the Newsletter at any time without reason by sending a relevant request to the Website Owner to the e-mail address given in Section 1 hereof or in writing.

15. The User subscribing for the Newsletter is deemed to give their consent to receive commercial and marketing information from the Website Owner.

16. The Website must not be used:

- a. in the way resulting in the violation of applicable legal regulations;
- b. in the way violating rights and interests of the Website Owner and the MASPEX Group;

- c. to download the Materials for paid or unpaid distribution, sale, licencing, rental or lease;
- d. to download and then use the Materials to carry out activity that is competitive to the activity of the Website Owner and the MASPEX Group;
- e. to modify the Website;
- f. to breach Website technical security, in particular by the use of devices, programmes, algorithms or other tools aimed at disturbing the proper operation of the Website;
- g. to test Website technical security.

IV. Terms of use of the Materials

1. The Website and Materials made available thereon are protected with intellectual property rights. The Users do not acquire any rights to the Materials, apart from those granted with the Website Owner's consent under terms and conditions and for purposes set out in these Rules.
2. The Materials on the Website are made available free of charge.
3. The Users have the right to download, record, multiply and distribute the Materials downloaded from the Website under terms and conditions set out herein.
4. The Materials may be used by the Users in particular to assess the possibility of their commercial cooperation with the Website Owner and for marketing purposes.
5. The Materials must not be used by the Users in combination with any illegal, in particular pornographic, defaming or otherwise forbidden, materials.
6. The User must use the Materials:
 - a. with respect to absolutely applicable legal regulations, good habits, principles of social co-existence and fair competition;
 - b. without prejudice to the reputation and interest of the Website Owner and the MASPEX Group, as well as Group companies.
7. The consent to use the Materials is not limited in terms of time or territory. However, the Website Owner may withdraw its consent with immediate effect because of the Website Owner's crucial interests or if the User is found to violate absolutely applicable legal regulations, these Rules.
8. In the event the Website Owner withdraws the consent based on which the Materials can be used or terminates its cooperation with the User, the User must stop using the Materials immediately.
9. The User must not deliver illegal contents.

V. Limitation of liability

1. The Website Owner is not liable for damages arising from the non-accessibility of the Website or an inadequate use of the Website by the User.
2. The Website Owner does not warrant Product availability.

3. The Website Owner is not liable for the way the Users use the downloaded Materials and in particular for the User's unlawful actions.
4. The Website Owner does not grant any guarantees concerning the Website and, in particular, Website security, faultlessness, the lack of viruses, malicious codes, correct operation or quality.
5. The Website Owner does not grant any statutory defect warranty or any other guarantee with regard to the suitability of the Materials or the use of the Materials for specific purposes.

VI. Complaints

1. Complaints concerning access to the Website and Website defects or drawbacks may be lodged with the Website Owner in writing or by e-mail to the addresses given in Section 1 of these Rules.
2. A complaint should include: the User's data, a detailed description of a problem, an expected solution, and the User's contact data.
3. The Website Owner will use all efforts to handle complaints immediately, however within no more than 14 business days of the delivery of a complaint that contains all necessary information. The complaint may be handled through indication of reasons for Website problems.
4. Website defects or drawbacks specified in the complaint by the User will be removed when the Website Owner upgrades the Website. The Website Owner does not have to remove them otherwise.

VII. Agreements

1. Unless agreed otherwise, these Rules form a complete and sufficient agreement between the User and the Website Owner concerning the use of the Website and contents provided therein.
2. The agreement between the User and the Website Owner is entered into the moment these Rules are accepted.

VIII. Change in the terms of use

1. The Website Owner reserves the right to modify these Rules at any time by publishing the updated version of the Rules on the Website. All amendments to these Rules come into force as of their publication, unless the Rules provide otherwise.
2. If the User uses the Website after the amendment of the Rules, this means that the User accepts the modified terms and conditions of the Rules.
3. These Rules are available at <https://maspexb2b.com/wp-content/uploads/2021/06/Terms-and-conditions-EN.pdf>

IX. Termination

1. The agreement concerning the use of the Website may be terminated by either Party under terms and conditions set out below.
2. The User has the right to terminate the agreement concerning the use of the Website at any time by ceasing using the Electronic Services.
3. The Website Owner has the right to terminate the agreement concerning the use of the Website if:
 - a. the User violates these Rules;
 - b. the use of the Website by the User is in conflict with interests of the Website Owner and the MASPEX Group;
 - c. the Website Owner ceases operating the Website.
4. The Website Owner will notify the user of the termination of the agreement under Section 3.a - 3.b above in a written or documentary form, provided that the User submitted their contact data to the Website Owner.
5. In the event the agreement concerning the use of the Website is terminated, the User must immediately cease using the Materials and the Website.

X. Miscellaneous

1. The User is fully liable for all their actions and omissions, as well as actions and omissions of persons used by the User to use the Website.
2. If any of the provisions of these Rules is found invalid, this is without prejudice to the remaining regulations.
3. The Parties commit themselves to resolve all disputes arising from these Rules or in connection with the implementation hereof in an amicable way. If the Parties are not able to reach an agreement, the dispute will be resolved a common court having jurisdiction over the Website Owner.
4. All matters not provided for herein are governed by Polish law.

XI. Privacy Policy. Data Processing Policy. Cookies Policy

1. The User's personal data will be processed in accordance with applicable regulations, including in particular the Regulation of the European Parliament and of the Council (EU) 2016/679 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 (hereinafter referred to as the "GDPR").
2. The Data Controller of personal data of the Users is Grupa Maspex Sp. z o.o. with its registered office in Wadowice, address: 34-100 Wadowice, ul. Legionów 37, entered in the register of companies kept under the National Court Register, under the number 0000898248, whose registration files are stored by the District Court for Kraków - Śródmieście in Kraków, 12th Commercial Division of the National Court Register, VAT No. (NIP):

5512617657, statistical ID (REGON): 122948517, BDO: 000012154, share capital: PLN 2,988,753,600.00 (hereinafter referred to as the "Data Controller").

3. Contact data of the Data Controller:
 - a) e-mail: maspexB2B@maspex.com;
 - b) correspondence address: ul. Chopina 10, 34-100 Wadowice.
4. The Data Controller's contact person in charge of personal data processing is the Data Protection Officer.
5. Contact data of the Data Protection Officer:
 - a) e-mail: iod@maspex.com;
 - b) correspondence address: ul. Chopina 10, 34-100 Wadowice.
6. The Users' personal data will be processed for the following purposes:
 - a) in the case of the Users with User Account on the Website: to register and create the User Account on the Website, take actions connected with the User Account and provide functionalities that are available on the Website, including, without limitation, functionalities connected with Inquiries, i.e. to perform the agreement entered into between the Data Controller and the User in connection with the acceptance of the Website Rules;
 - b) in the case of the Users without the User Account on the Website: to provide functionalities available on the Website, including, without limitation, functionalities connected with Inquiries, i.e. to perform the agreement entered into between the Data Controller and the User in connection with the acceptance of the Website Rules;
 - c) to respond to Inquiries made via the Website; in particular to present commercial offers and information, i.e. in the legitimate interest of the Data Controller;
 - d) to subscribe for and send the Newsletter concerning products offered by the Data Controller, i.e. in the legitimate interest of the Data Controller;
 - e) to enable the Data Controller to pursue and protect against claims connected with the use of the Website by the User, i.e. in the legitimate interest of the Data Controller.

Cookies:

- f) collected to adjust the content of the Website to the User's preference and optimise the use of the Website and maintain the User's session are processed on the basis of the agreement entered into between the Data Controller and the Website User, in particular to ensure the adequate operation of the Website and high quality of services provided thereon;
 - g) collected for statistical and analytical purposes are processed on the basis of the Data Controller's legitimate interest.
7. The User's personal data will be processed:
 - a) in the case of the processing referred to in Sections 6a, 6b and 6f above: for the whole term of the agreement between the Data Controller and the User;
 - b) in the case of the processing referred to in Section 6c above: for a period necessary to respond to inquiries or until the order is fulfilled or until an effective objection to the personal data processing for the purpose is lodged;

- c) in the case of the processing referred to in Sections 6d and 6g above: until an effective objection against the personal data processing is lodged;
 - d) in the case of the processing referred to in Section 6e above: until claims, if any, connected with the use of the Website by the User fall under the statute of limitations.
8. The User's personal data may be accessible to the following entities:
- a) authorised employees of the Data Controller and the Data Controller's Group companies;
 - b) entities providing the platform where the User's personal data are stored;
 - c) entities providing IT and marketing services;
 - d) entities providing services connected with the pursuance of and protection against claims;
 - e) state authorities, at their reasonable request.
9. The Data Controller will take all possible actions to process the User's personal data solely within the European Economic Area, including EU member states and Norway, Island and Liechtenstein. However, to ensure the top IT service quality, including the security of personal data processing, the personal data may be transferred outside the European Economic Area, for example in terms of maintenance services provided by IT service suppliers to the Data Controller and/or the Data Controller's Group companies. The level of personal data protection outside the European Economic Area differs from the level ensured by European law. Therefore, the Data Controller transfers the personal data outside the European Economic Area sporadically and only if necessary for the purpose of services provided by IT service suppliers, including the services connected with the maintenance of a relevant personal data security level. The personal data are transferred on the basis of the Standard Contractual Clauses adopted by the European Commission and incorporated into agreements between the Data Controller and/or the Data Controller's Group company and an entity providing a service that is connected with the transfer of the personal data outside the European Economic Area.
10. The User's personal data are not subject to automated decision making, including profiling.
11. The User has the right of access to their personal data, as well as the right to rectification, erasure, restriction of processing, and portability of their personal data.
12. If the Data Controller processes the personal data to meet its legitimate interest, the User has the right to object, on grounds relating to their particular situation, at any time to the processing of their personal data.
13. If the personal data are processed for the purpose of marketing of products offered by the Data Controller, the User has the right to object, at any time, against the processing of their personal data for marketing purposes.
14. The above rights can be exercised via the correspondence or e-mail address of the Personal Data Protection Officer, as specified in Section 5 above.
15. The User has the right to lodge a complaint against their personal data processing to the Chairman of the Polish Personal Data Protection Office.

COOKIES

1. The Website uses cookies. If the User uses the site without changing Internet browser settings, this means that cookies will be recorded in the User's device. The User may change the settings at any time.
2. Cookies are IT data, in particular text files, which are stored in the Website User's device to enable the use of the Website. Cookies usually contain the name of the website they come from, a period during which they are stored in the end device, and data assigned to such files (e.g. unique number).
3. Cookies are recorded in the User's end device (e.g. computer, laptop, smartphone, Smart TV) by and are accessible to the Data Controller.
4. Information may be also recorded in the User's end device and used by entities cooperating with the Data Controller, including, without limitation, partners providing analytical services (Partners). The list of Partners, including links to their personal data processing rules, is available below in Section 12.
5. A website may record a cookie in the browser if the browser allows for that. Please note, that the browser only allows websites to access cookies recorded by those websites and not by other websites.
6. The Website uses cookies to:
 - a) adjust the content of the Website to the User's preferences and optimise the use of the Website (e.g. cookies let recognise the User's device and display a website tailored to the User's individual needs, e.g. resolution, language preferences, font size);
 - b) create statistics, carry out analytical activities which let improve the structure and content of the Website, as well as obtain information about the Users of the Website (e.g. the improvement of website elements as a result of technical errors, the correction of the User's path to deliver the desired content as quickly as possible);
 - c) maintain the User's session (after logging in), thanks to which the User does not need to re-enter the User's login and password on each page of the Website.
7. Given the lifecycle of cookies, the Website uses two basic types of cookies:
 - a) session cookies, which are temporary files that are stored in the User's device until the User logs out, leaves the Website or closes the software (Internet browser);
 - b) persistent cookies, which are stored in the User's device for the defined time in cookies parameters or until they are deleted by the User.
8. Given the purpose of those files, the Website uses the following types of cookies:
 - a) cookies necessary to provide the service: they enable the use of the service, e.g. authentication cookies used for the purpose of services that are subject to authentication;
 - b) security cookies, e.g. used to identify authentication abuses;
 - c) capacity cookies: they enable to collect information about the use of websites and applications;
 - d) functional cookies: they let the website 'remember' settings chosen by the User and personalise the User's interface, e.g. in terms of the User's language or region, font size, website layout, etc.;

- e) statistical cookies: they are used to calculate statistics concerning websites and applications.
9. The Internet browsing software (Internet browser) usually allows for cookies storing in the User's device on a default basis. The User has the right, however, to change the settings at any time. Otherwise, the information can be recorded and stored in the User's device and the Website can store and access the information in the User's device.
 10. Cookies can be managed by the User in the User's Internet browser. In the most popular Internet browsers, the User can, among others:
 - a) accept cookies, which enables the User to use all options offered by websites;
 - b) manage cookies in single websites chosen by the User;
 - c) define settings for various types of cookies, e.g. accept persistent cookies as session cookies, etc.;
 - d) block or delete cookies.
 11. Detailed information is available in the settings or Help section of the Internet browser. The limitation of the operation of cookies or other similar technologies is likely to influence certain functionalities of the Website.
 12. The list of the Data Controller's Partners, which can access cookies, including a link to the Partner's cookies policy:
 - a. <https://site.adform.com/privacy-policy-opt-out/>
 - b. <https://www.facebook.com/policies/cookies/>
 - c. <https://help.twitter.com/en/rules-and-policies/twitter-cookies>
 - d. <https://yandex.com/legal/privacy/>
 - e. <https://policy.pinterest.com/en/privacy-policy>
 - f. <https://support.google.com/analytics/answer/7667196>
 - g. <https://www.cloudflare.com/security-policy/>
 - h. https://kwit.pl/polityka_prywatnosci
 - i. <http://www.listonic.com/content/pl/polityka-prywatnosci/>.