

## Specific Terms - Customer Area Service

### § 1 General provisions

1. These Specific Terms of the "Customer Area Service" (hereinafter: the Specific Terms) form Appendix 9 to the General Terms for the Provision of Services (hereinafter: the General Terms), the full text of which is available at: <https://www.lerg.pl/rodo>.
2. These Specific Terms of the Customer Area Service define the conditions and manner of the Service Provider's provision on the Website [www.lerg.pl](http://www.lerg.pl) of the Customer Area Service, as well as the conditions and manner of the use of the Customer Area Service by the User, including:
  - a) basic terms used in these Specific Terms,
  - b) address and contact details of the Service Provider operating the Website [www.lerg.pl](http://www.lerg.pl) and providing the Customer Area Service,
  - c) basic information regarding the provision of the Customer Area Service:
    - start and end times of the provision of the Customer Area Service,
    - general conditions for the provision of the Customer Area Service,
    - technical requirements for the Customer Area Service,
    - liability of the Service Provider,
  - d) basic information regarding the use of the Customer Area Service:
    - formal and legal conditions for subscribing to the Customer Area Service,
    - formal conditions for subscribing to the Customer Area Service,
    - procedure for subscribing to the Customer Area Service,
    - terms of resignation from the Customer Area Service,
    - User profile functionality,
    - rights and obligations of the Customer User Area Service User,
    - rules for the use of content provided in the Customer Area Service.
3. The General Terms specify:
  - a) basic information regarding the provision of Services on the Website [www.lerg.pl](http://www.lerg.pl),
    - basic concepts,
    - start and end times of the provision of access to the Website [www.lerg.pl](http://www.lerg.pl),
    - general conditions for the provision of access to the Website [www.lerg.pl](http://www.lerg.pl),
    - technical requirements for the Website [www.lerg.pl](http://www.lerg.pl),
    - liability of the Service Provider.
  - b) rules for changing the terms and manner of providing the Customer Area Service by the Service Provider,
  - c) rules of changing the terms and manner of providing access to the Website [www.lerg.pl](http://www.lerg.pl) by the Service Provider,
  - d) procedure for submitting and processing complaints,
  - e) general rights and obligations of every User of the Website [www.lerg.pl](http://www.lerg.pl),
  - f) list of paid functionalities of the Customer Area Service or other Services,
  - g) information regarding the processing of personal data.
4. To the extent not regulated or not regulated otherwise in these Specific Terms, the provisions of the General Terms and appendices thereto apply, including the General Privacy Policy and General Cookies Policy, regardless of whether these Specific Terms provide for an explicit reference. The above documents are available at: <https://www.lerg.pl/rodo>.
5. Before using the Customer Area Service or the Website [www.lerg.pl](http://www.lerg.pl), the User is obliged to read the General Terms and appendices thereto, including the Specific Terms, General Privacy Policy, General Cookies Policy, General Information Clause. These documents are available at: <https://www.lerg.pl/rodo>. The provisions of § 1 (2) of the General Terms apply.

### § 2 Definitions

1. Definitions:

- a) **Service Provider** is the entity indicated in Appendix 4 to the General Terms, i.e. Lerg Spółka Akcyjna with its registered office in Pustków-Osiedle, Poland,
- b) **User** means a User within the meaning of the General Terms, who has registered, i.e. subscribed to the Service and received positive Verification,
- c) **Registrant** means a User of the Website [www.lerg.pl](http://www.lerg.pl) who submits a Registration Application,
- d) **Consumer** means a Consumer within the meaning of the General Terms for the Provision of Services,
- e) **Registration Application** means the Customer's statement of intent to create a User Profile in order to use the Customer Area Service, as submitted to the Service Provider,
- f) **Customer Area Service** means the Service available to the User, i.e. after positive Verification of the Registration Application submitted by the Registrant,
- g) **Verification** means the process of verifying the Registration Application submitted by the Registrant,
- h) **Specific Terms** mean these Specific Terms of the Customer Area Service,
- i) **Website** means the website available at: [www.lerg.pl](http://www.lerg.pl),
- j) **User Profile** means a personalized set of rights and obligations related to a specifically identified User, allowing the use of the Services for which authorization using a Login and Password is required,
- k) **Login** means the User's username in the Customer Area Service,
- l) **Password** means a string of characters protecting access to the User Profile,
- m) **User Panel** means the function of the Customer Area Service available after logging into the Customer Area Service, i.e. using the Login and Password,
- n) **Application Form** is an interactive form available on the Website, enabling the submission of a Registration Application, containing:
  - the following categories of data, i.e. forename, surname, company name, e-mail address, telephone number, position, interests, (**mandatory data fields**),
  - necessary statements of the User, i.e. at least 18 years of age, full legal capacity, having a status other than a Consumer, having read the General Terms and appendices thereto, including the Specific Terms, General Privacy Policy, Cookies Policy, General Information Clause and acceptance of their provisions (**mandatory statement fields**),
  - consents to the processing of personal data (**optional personal data fields**),
  - telecommunications consents (**optional telecommunications consent fields**),
  - consents to being sent information electronically (**optional electronic consent fields**).

### § 3 Contact details and method of contact

1. The details of the Service Provider can be found in Appendix 4 to the General Terms, available online at: <https://www.lerg.pl/rodo>.
2. The User may contact the Service Provider using the contact details indicated below: T: +48 14 680 62 11, F +48 14 680 63 00, e-mail: [lerg@lerg.pl](mailto:lerg@lerg.pl).
3. The User may contact the Service Provider by phone, from Monday to Friday, from 7:00 to 15:00 hrs.
4. The User may also appear at the Service Provider's office in person from Monday to Friday, from 7:00 to 15:00 hrs.

### § 4 Formal and legal conditions of access to the Service

1. Prerequisites for accessing and using the Customer Area Service are:
  - a) 18 years of age or full legal capacity,
  - b) no restriction on legal capacity,
  - c) no decision of the Court or Authorities preventing the use of the Service.
  - d) having the status of an entity other than a Consumer,
  - e) non-competitor towards the Service Provider.
2. A prerequisite for using the Service or Website is to read the General Terms and appendices thereto, including the Specific Terms, General Privacy Policy, General Cookies Policy, and General Information Clause. These documents are available at: <https://www.lerg.pl/rodo>.
3. The User cannot be a person whose User Profile has been deleted by the Service Provider due to a violation of the provisions of the General Terms or appendices thereto, i.e. such a person:
  - cannot submit a Registration Application,
  - cannot use the Customer Area Service.

### § 5 Formal conditions of access to the Service

1. The User Profile Login in the Registration Application cannot be the same as a Login that has already been used at least once and functioned as a User Profile. The User's Login must meet the general requirements set out in § 5 of the General Terms, including it may not contain offensive or inappropriate content.

### **§ 6 Technical conditions for using the Service and Website**

1. The provisions of the General Terms, i.e. § 4 of the General Terms regarding minimum technical requirements, apply to the use of the Website.
2. An active e-mail account is required to submit Registration Applications via the Website.
3. To use the Service, the following minimum technical requirements must be met:
  1. The software should meet the following requirements:
    - a) operating system: Windows, MacOS, Linux, Android, iOS,
    - b) web browser: Chrome, Firefox, Edge, Safari,
  2. The end device should meet the following requirements: min. 2GB RAM, network adapter, resolution 1366x768,
  3. Bandwidth i.e. : download: 2 Mbit/s, upload: 2 Mbit/s.
4. The User should not use the Customer Area Service if the requirements referred to in para. 3 are not met. The User should be aware that the use of the Customer Area Service despite a failure to meet the technical requirements is dangerous and constitutes the use of the Service in a manner contrary to the Contract for the Provision of Electronic Services.

### **§ 7 Start and end times of the provision of access to the Website [www.lerg.pl](https://www.lerg.pl)**

1. The start time of the provision of Electronic Services in the form of access to the Website is specified in § 2 of the General Terms. The provision Electronic Services to the User involves the conclusion of the Contract for the Provision of Electronic Services with the User. The list of the Paid Services constitutes Appendix 7 to the General Terms. The list is available at: <https://www.lerg.pl/rodo>.
2. The end time of the provision of Electronic Services in the form of access to the Website is specified in § 2 of the General Terms. The list is available at: <https://www.lerg.pl/rodo>.

### **§ 8 Start and end times of the provision of the Customer Area Service**

1. The provision of the Customer Area Service starts upon the completion of the registration process, i.e. a positive Verification of the Registration Application. If the Service Provider introduces paid functions as part of the Customer Area Service, detailed information on the start time of the provision of these Services will be included in the Specific Terms for the same. The list of the Paid Services constitutes Appendix 7 to the General Terms - the list is available at: <https://www.lerg.pl/rodo>. The User Profile registration process is described in § 9 of these Specific Terms.
2. The use of the User Profile starts upon the first logging in, as a result of which the User gains access to the User Profile and the full functionality of the Customer Area Service. Logging in to the User Profile takes place when the User Login is used, which is the e-mail address provided by the User in the Registration Application and the Password received by the User from the Service Provider, and the button: "Log in" is pressed, save that the login form for the User Profile is available at: <https://www.lerg.pl/strefa-klienta>. If the User has used the option to save the User's Login and Password in the web browser and uses cookies to maintain the session, then the use of the User Profile starts at the same time as the start of using the Website access Service.
3. The provision of the Customer Area Service ends upon: deleting the User Profile at the User's request or removing the User Profile by the Service Provider at the initiative of the Service Provider, including as a result of the User's having violated the terms of the Service or the termination of the provision of Electronic Services by the Service Provider. The process of removing a User Profile is described in § 9.
4. End of the login session when a logged-in User uses the button: "Log out".

5. The use by a logged-in User of specific functions of the User Profile ends upon their leaving the tab on the Website.

## **§ 9 Registration or Removal of a User Profile**

1. In order to register a User Profile, the Website User (Registrant) must submit a Registration Application, i.e. go to the Website to the tab: "Registration", i.e. by using the Internet address: <https://www.lerg.pl/strefa-klienta/rejestracja>, and then read the General Terms and appendices thereto, including the Specific Terms, General Privacy Policy, Cookies Policy, General Information Clause, and then complete all the fields required for the Registration Application in the Registration Form, and after completing this operation, send the Registration Application to the Service Provider using the button: "Register", previously checking the Mandatory Fields, including: "I have read the General Terms and appendices thereto, including the Specific Terms and the General Information Clause." The Registrant may also check other Fields, i.e. Optional Fields. The detailed requirements regarding the User Profile Login are included in § 5 of these Specific Terms. The Registrant is obliged to provide data in the Registration Form consistent with the facts, save that the consequences of failure to comply with this obligation are set out in § 16 of these Specific Terms.
2. The Service Provider marks in the content of the Registration Form the Fields that are necessary to send the Registration Application, i.e. mandatory fields. The Mandatory Fields are: Mandatory data fields, Mandatory statement fields. Fields other than mandatory are Optional Fields. The User is not obliged to complete/check the Optional Fields. The Optional Fields are: Personal data optional field, Telecommunications consent optional field, Electronic consent optional field.
3. After the Registrant sends the Registration Application, the Service Provider verifies the same in terms of the Registrant's compliance with the formal and legal conditions and formal requirements, including an assessment whether the Registrant meets the formal and legal conditions for using the Service. The Verification consists in analyzing the data indicated by the User in the Registration Form. If, during the Verification, the Service Provider has doubts as to the compliance of the Registrant with the formal and legal conditions, it may request the Registrant to perform additional activities for the purposes of Verification, i.e. to submit official documents or appear in person at the Service Provider's office. In such case, the Service Provider will inform the Registrant through the e-mail address indicated in the Registration Form, with a justification for the need to request additional activities. If the Registrant fails to meet the formal and legal requirements, the verification is negative. If the Registrant meets the requirements then the verification is positive.
4. As regards compliance with the formal and legal conditions, the Service Provider checks whether the User has met the formal and legal requirements set out in § 4 of these Specific Terms and the formal requirements set out in § 5 of these Specific Terms. If the User has not met the requirements, the verification is negative.
5. If during the provision of the Customer Area Service it turns out that the User has obtained positive Verification, despite the fact that they did not meet the formal or legal requirements, then § 16 of these Specific Terms will apply.
6. The User Verification process is completed within 15 days from the date of sending the Registration Application.
7. The Verification is completed by sending the following to the Registrant, to the e-mail address indicated in the Registration Form:
  - a) information on positive Verification and registration of the User Profile together with information on regulations regarding the provision of Electronic Services and regarding Personal Data Processing, and a hyperlink to these regulations, as well as the Password for the User Profile, and information about the User Profile Login,
  - b) information on negative Verification and no registration of the User Profile, along with justification.
8. In the case referred to in para. 7 (b) above, the Registrant may submit a complaint. The manner of submitting a complaint and the complaint procedure are set out in § 6 of the General Terms. -

## **§ 10 Functionality of the Service**

1. The main purpose of the Customer Area Service is to enable the User to familiarize themselves with the Product Data Sheets and Safety Data Sheets.

## **§ 11 Conditions for using the Service and Website**

1. The Service and Website is addressed to entities other than Consumers.
2. The Service is provided by the Service Provider indefinitely.
3. Using the Website is free of charge.
4. The Customer Area Service (including setting up a User Profile and using a User Profile) is free of charge. For some functionalities, the Service Provider may introduce a payment, in which case before granting the User access to paid functionalities, they will be informed of the same in accordance with § 3 of the General Terms. The rules for the provision of paid functionalities will be regulated in the Specific Terms. The list of the Paid Services or paid functions within the Services provided by the Service Provider constitutes Appendix 7 to the General Terms and is available at: <https://www.lerg.pl/rodo>. The list of Specific Terms adopted by the Service Provider constitutes Appendix 8 to the General Terms and is available at: <https://www.lerg.pl/rodo>.
5. The User may have only one User Profile.
6. The User may access the Service only through the login panel on the Website. The User may log in and use only their own User Profile and only using the Login and Password. The User may not entrust the operation of the User Profile to other persons.
7. The provisions of § 8 (2) of the General Terms apply in determining the scope of the Service Provider's liability.
8. The User is solely liable for the content of the data posted in the User's Profile, as well as its compliance with generally applicable law.

## **§ 12 Rights and obligations of the User**

1. General Rights and Obligations of Users of the Website or Service are set out in § 5 of the General Terms.
2. Users of the Customer Area Service are also required to:
  - a) notify the Service Provider about a change in the data indicated in the Registration Form within 14 days of the date of the change,
  - b) notify the Service Provider about the loss of legal capacity,
  - c) not to send out unsolicited commercial information via the Customer Area Service,
  - d) use only their own User Profile and at the same time refrain from using other Users' User Profiles,
  - e) provide the Administrator with any information regarding defective or suspicious operation of the User Profile or Website,
  - f) keep the confidentiality of login data to the User Profile, i.e. the Login and Password of the User,
  - g) use the Password type specified by the Administrator,
  - h) use an antivirus program on the device from which they access the User Profile,
  - i) use a firewall program on the device from which they access the User Profile,
  - j) log in to the User Profile at least once a month.

## **§ 13 Complaints and providing information**

1. The right to file a complaint does not vest in the User only if the General Terms or appendices thereto, including these Specific Terms, exclude such right.
2. The complaint procedure is regulated in § 6 of the General Terms.
3. The procedure for providing information to the User is regulated in § 6 of the General Terms.

## **§ 14 Personal data**

1. During the provision of the Website Access Service and the Customer Area Service, Personal Data is processed.

2. The Controller of Users' personal data is the Service Provider.
3. Information on the processing of personal data can be found in the General Terms and appendices thereto, i.e. the General Privacy Policy, General Cookies Policy, General Information Clause. These documents are available at: <https://www.lerg.pl/rodo>.

### **§ 15 Copyright and confidentiality**

1. All materials in the Customer Area Service are subject to intellectual property rights and any rights therein vest in the Service Provider or the Service Provider is authorized to dispose of these rights.
2. In the absence of separate regulations governing the rules for the User to use the content contained in the Customer Area Service, it should be assumed that the Service Provider has granted the User a free, non-exclusive global license for an indefinite period in the following fields of use:
  - a) recording and reproduction of the work by printing technique, reprographic technique, magnetic recording, digital recording,
  - b) non-public playback,
  - c) non-public display.
3. The Service Provider may terminate the license at any time without giving a reason with a seven-day notice period. It is also agreed that the termination of the contract for the Provision of Electronic Services will be tantamount to the termination of the license agreement; to this extent, the period of notice of the license agreement is the same as the period of notice of the contract for the Provision of Electronic Services and it is not necessary for the Service Provider to submit a separate statement of termination of the license agreement. The Service Provider has the right to terminate the license agreement without notice if the User violates the terms of license, without first calling on the User to stop the violations. The Parties also agree that the termination of the contract for the Provision of Electronic Services without notice will be tantamount to the termination of the license agreement without notice; in such case it is not necessary for the Service Provider to submit a separate statement of termination of the license agreement without notice.
4. The Service Provider does not permit the User to use the work for any purpose and in any scope other than to familiarize themselves with the Service Provider's offer and make a selection of products or services with the Service Provider or to order products or services from the Service Provider.
5. The Service Provider does not permit the User to use the work in other fields of use, in particular: dissemination, marketing, providing access to the work, public performance, exhibition, public display, public playback, broadcasting and rebroadcasting, providing public access to the work in such a way that everyone can have access to it at a place and time of their choice.
6. The User undertakes that both themselves and their employees, including on the basis of a mandate contract, a contract for specific work or other civil law contracts, will not disclose information on the Service Provider's business, information that could be considered confidential, or information related to the subject matter of this Contract, as well as to the manner of its performance, during the period of this Contract or after its termination or expiry, without the prior consent of the Service Provider, expressed in writing. The transfer of the data listed in para. 1 to persons and entities working with the User to the extent necessary to perform the contract for the Provision of Electronic Services will not be deemed a violation of the confidentiality obligation. The Parties agree that making public any information that is required to be published pursuant to applicable law, court order or administrative decision will not be deemed an unauthorized disclosure. The User undertakes not to disclose the documentation to third parties without the consent of the Service Provider. The User will oblige all entities or persons involved in the performance of this Contract to observe the confidentiality obligation required by the Service Provider.

### **§ 16 Termination of the Contract**

1. The User has the right to terminate the contract for the Provision of Electronic Services at any time. To this end, the User requests the Service Provider to remove their User Profile. The User may submit a Termination Statement in writing by sending it to the Service Provider's address. The User may submit a Termination Statement by e-mail from the e-mail address assigned to the User Profile by sending the statement to the e-mail address: [lerg@lerg.pl](mailto:lerg@lerg.pl). In such case, the Service Provider will remove the User Profile.
2. The Service Provider has the right to terminate the Contract with a two-month period of notice starting from the delivery of the notice to the User by e-mail.

3. The Service Provider has the right to terminate the Contract without notice and to remove the User Profile where:
  - a) The User violates the provisions of the General Terms or appendices thereto,
  - b) The Service Provider is bound to do the same by the provisions of applicable law,
  - c) The Service Provider is bound to do so on the basis of the decision of a competent Authority or Court.
4. The Service Provider removes the User's User Profile where it finds that the User provided to the Service Provider untrue data or false statements.
5. In the situation referred to in para. 3 (a) and para. 4, before removing the User Profile, the Service Provider calls on the User to provide explanations while presenting the violations. Until the User clarifies, the Service Provider has the right to suspend the User Profile.

### **§ 17 Miscellaneous**

1. The introduction of any changes in these Specific Terms will be governed by the provisions contained in § 8 (1) of the General Terms for the Provision of Services.
3. Amicable dispute resolution with Consumers, determination of the applicable law or Court jurisdiction will be governed by the provisions of § 8 of the General Terms for the Provision of Services.