

# Terms and Conditions of Use of the innogygo.pl Website

## § 1 General provisions

1. These Terms and Conditions of Use define the rules of using the Website by Users, and the scope and types of services provided by innogy Polska S.A. on <http://www.innogygo.pl>, as well as the basic rules concerning personal data protection and Privacy Policy, and the complaint procedure, and are defined as Terms and Conditions of Use according to Article 8 of the Act of 18 July 2002 on Provision of Electronic Services (i.e. Journal of Laws 2017.1219 as amended).
2. Activation of the Website, a webpage or a relevant Service on the Website by a User is tantamount to the User's consent to abide by the Terms and Conditions of Use and acceptance of the conditions of these Terms and Conditions of Use. By starting to use the Website or Service, the User accepts the provisions of the Terms and Conditions of Use and undertakes to comply with them. The User acknowledges that ignorance of the rules and procedures contained in these Terms and Conditions of Use does not give him the basis for making a complaint.
3. The provisions of Polish law shall apply to the matters not regulated in these Terms and Conditions of Use, to all legal relations resulting from these Terms and Conditions of Use.
4. The Terms and Conditions of Use are available free of charge on the webpage of the Website at <http://www.innogygo.pl/regulamin> in a form that makes it possible to download, reproduce, save and print them.
5. Every User of the Website is obliged to comply with the applicable law and the provisions of the Terms and Conditions of Use, in particular it is forbidden to provide and process by means of the Website content which is inconsistent with the applicable law.
6. Commercial information contained in the resources of the Website has an informational character and does not constitute an offer within the meaning of the provisions of the Polish Civil Code.

## § 2 Definitions

Terms used in these Terms and Conditions of Use shall be construed as follows:

1. Administrator – innogy Polska S.A. with its registered office in Warsaw at ul. Wybrzeże Kościuszkowskie 41, 00-347 Warszawa, entered into a register kept by the District Court for the capital city of Warsaw, 12th Commercial Division under KRS (National Court Register) number 0000011733, share capital PLN 165 066 000,00, paid up in whole, NIP 525-000-07-94;
2. Website - the Website named [innogygo.pl](http://www.innogygo.pl), consisting of a system of Internet applications operating at the address <http://www.innogygo.pl>, enabling Internet users to use the Services available on the Website, without the need to comply with any formalities, in particular the obligation of prior registration (open resources);
3. User - any person using the Website in any way, in particular by using the Services provided by the Administrator;
4. Services - electronic services made available by the Administrator through the Website, the scope of which has been specified in detail in § 3 of these Terms and Conditions of Use ;
5. Terms and Conditions of Use – these Terms and Conditions of Use together with the Privacy Policy available at: <http://www.innogy.pl/polityka-prywatnosci>;
6. Cookie files - files containing data that can be sent from the Website to the User's browser and then saved in the User's system. The User may configure the browser so that it transmits information about the receipt of cookies, at the same time making it possible for the User to accept the file or reject it;
7. JavaScript – a computer software that facilitates access to and correct operation of selected webpages.

## § 3 Scope of Services

1. Via the Website, the Administrator will provide free of charge the following Services consisting in:

- a) providing materials and information on the Website, including, in particular, commercial information;
  - b) providing tools on the Website for the User to submit inquiries or requests addressed to the Administrator, including e.g. contact forms.
2. The Administrator reserves the right to change the scope of Services available on the Website at any time, in particular by adding new types of Services. Every change in the scope of Services shall be implemented in accordance with the rules for implementing changes to the Terms and Conditions of Use.

## § 4 Technical requirements

In order to use the Website correctly, the User must ensure that the following minimum technical requirements are met:

1. a computer and software with the following minimum technical specifications:
  - a. operating system: Windows XP, 7, 8 as well as Mac OS X and OS X;
  - b. web browser: Internet Explorer 8 (or later versions), Google Chrome (version 28 or later), Mozilla Firefox (version 23 or later), Opera, Safari (version 5.1 or later), iOS Safari (version 4.0 or later), Android Browser 2.3;
  - c. JavaScript and Cookies enabled;
  - d. to display certain items and information it may be necessary to install the following software: Flash Player, Quicktime, Acrobat Reader.
2. Access to the Internet with a minimum bandwidth of 512 kb/s.

## § 5 Use of the Website

1. Starting to use the Services is tantamount to accepting the Terms and Conditions of Use.

2. The User may terminate the use of the Services at any time by leaving the Website.

## § 6 Intellectual property rights

1. The owner or entity authorized to use copyrights (author's economic rights) to works within the meaning of the Act on Copyright and Related Rights posted on the Website and the owner or entity authorized to use rights to trademarks and the owner or entity authorized to use other intellectual property rights or industrial property rights to works posted on the Website is the Administrator of the Website.
2. Any rights to the Website <http://www.innogygo.pl> Website and its individual elements are reserved. Using the Website does not mean that the User has acquired any rights to the Website or its individual elements, with the exception of those expressly granted in the content of the Terms and Conditions of Use.
3. The User has the right to use the Website within the scope of permitted personal use, including downloading, copying or printing pages of the Website, provided that it does not violate the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws No. 90, item 631, as amended), rights resulting from registration of trademarks belonging to the Administrator or used by the Administrator with the consent of authorized persons and the provisions of the Act of 30 June 2000 on Industrial Property Law (Journal of Laws No. 119, item 1117). No part of the information contained on the Website may be used for commercial purposes, in particular, by copying in whole or in part without the Administrator's prior written consent.

## § 7 Complaint procedure

1. The User has the right to submit a complaint to the Administrator, if the Services provided on the Website are not rendered or are rendered in a manner inconsistent with the provisions of these Terms and Conditions of Use.

2. Complaint procedure. Complaints concerning the Services may be submitted in writing to the following correspondence address of innogy Polska S.A.:  
innogy Polska S.A.  
ul. Włodarzewska 68  
02-384 Warszawa
3. by e-mail to the following address: [informacja@innogy.com](mailto:informacja@innogy.com).
4. A complaint should contain the following data:
  - a. User's first and last name,
  - b. contact details: telephone number and e-mail address,
  - c. description of the problem which is the basis for the complaint.
5. Complaints will be considered within 30 days from the date of delivery of the complaint to the Administrator.
6. If the Administrator has not responded to the complaint filed by the User who is a consumer within the meaning of the Polish Civil Code within the time limit referred to in paragraph 4, the complaint shall be deemed accepted.
7. The Administrator shall communicate a response to the complaint to the User who is a consumer within the meaning of the Polish Civil Code on paper or another durable medium.

## § 8 Personal data and Privacy Policy

1. The User's use of certain Services available on the Website may be connected with the need to provide personal data by the User and consent to their processing by the Administrator. In such a case, the provision of personal data by the User is voluntary, however, it may be necessary in order to use a specific Service available on the Website. The User may withdraw his/her consent at any time.
2. The Administrator is the controller of the personal data of the User who is a natural person within the meaning 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 (hereinafter referred to as the "Regulation").

3. Processing of the User's personal data by the Administrator will only take place on the basis of the User's individual consent to the processing of his/her personal data by the Administrator expressed on the Website. During the transfer of personal data by the User for the purposes of using the Website, the Administrator will provide the User with all the information referred to in Article 13 of the Regulation, in a form that makes it possible to save it on the User's data carrier and enables printing it. This information is available at the following address: <http://www.innogy.pl/pl/info-obligation?lang=pl&channel=Z11>
4. The Administrator processes the User's personal data in accordance with the provisions of the Regulation.
5. The Website's functionalities allow the User who is not a legal person or organizational unit without legal personality whom the law grants legal capacity to use the following rights related to the processing of personal data:
  - a. the right of access to personal data consisting in receiving copies of personal data subject to processing (so-called extraction) – in order to exercise this right, please contact us according to the contact data indicated in § 7 (2) of the Terms and Conditions of Use;
  - b. the right to rectify inaccurate personal data or request completion of incomplete personal data while using the Service;
  - c. the right to object to the processing of personal data on the Website – in order to exercise this right, please contact us according to the contact details indicated in § 7 (2) of the Terms and Conditions of Use;
  - d. the right to request moving the data that we process, i.e. you may receive them in a structured, commonly used machine-readable format and you have the right to send these data to another administrator – in order to exercise this right, please contact us according to the contact details indicated in § 7 (2) of the Terms and Conditions of Use.
6. The Administrator reserves the right to use Internet identifiers, i.e. cookie files, which, by storing short text information on the User's device, allow to monitor the User's behaviour on the innogygo.pl site. Every new user, after entering the Website, will receive a message with information about processing cookies on the Website (details at <http://www.innogygo.pl/polityka-prywatnosci>). Cookies will be

processed in accordance with the principles set out in the Privacy Policy available at <http://www.innogygo.pl/polityka-prywatnosci>.

## § 9 Amendments to the Terms and Conditions of Use

1. The Administrator reserves the right to decide about the content of the information published on the Website, including amendments to all the information or to pieces of information contained on the Website, and to periodically or completely withdraw the information, some pieces of it or the entire information resource of the Website from use on the Internet.
2. In case of amendments to the Terms and Conditions of Use, the Terms and Conditions of Use will be published on the Website before the amendments come into force, in the Website's footer <http://www.innogygo.pl/regulamin>. Amendments to the Terms and Conditions of Use come into force and are binding for the Users from the moment of their publication on the Website.
3. Lack of acceptance of the new or amended Terms and Conditions of Use is tantamount to resigning from the use of the Services provided through the Website.

## § 10 Liability

1. The Administrator does not guarantee that it is able to prevent downtime in the availability of the Website. The Administrator is entitled to interruptions or disruptions in the availability of the Website, in particular when:
  - a. This is caused by acts of Force Majeure or third parties for whose acts or omissions it is not responsible,
  - b. It is necessary to repair, extend, maintain or modify the content of the Website or technical equipment or hardware devices.
2. The Administrator is not be liable for the consequences of the User's use of information and materials published on the Website.
3. The Administrator is not liable for the damage incurred by the User due to circumstances caused by a third party.
4. In legally permissible cases, in relation to the User who is not a consumer within the meaning of the Polish Civil Code, the Administrator is not liable for the damage incurred by this User and

caused directly or indirectly by the use, inability to use or malfunction of the Website.

5. In legally permissible cases, in relation to the User who is not a consumer, the Administrator is not liable for the profits lost by this User, and caused directly or indirectly by the use, inability to use or malfunction of the Website.
6. The Administrator is not liable for the damage caused by action or omission of the Website User, in particular for the damage caused by using the Website in a way that is illegal or non-compliant with the Terms and Conditions of Use.
7. The Administrator is not liable for interruptions in the provision of Services resulting from failures or cases of malfunctioning of IT Systems, for the proper functioning if the Administrator is not responsible for their proper functioning.

## § 11 Final provisions

1. Any disputes arising between the User and the Administrator in connection with the provision of the Services shall be settled by the court competent for the Administrator's registered office; however, in the case of Users who are consumers within the meaning of the Polish Civil Code, any disputes shall be settled by a competent common court.
2. Any disputes that may arise in connection with the provision of the Services, the Administrator and the User who is a consumer within the meaning of the Polish Civil Code may settle amicably, including with separate consent of the Parties, before the Permanent Consumer Arbitration Court at the Mazovian Voivodship Inspector of the Commercial Inspectorate in Warsaw (webpage: <http://www.spsk.wiih.org.pl/>).
3. The Terms and Conditions of Use shall enter into force on the day of their publication on the Website.
4. The Annexes to the Terms and Conditions of Use constitute an integral part hereof (see: Privacy policy <http://www.innogygo.pl/polityka-prywatnosci>).