

# Terms and conditions of use

## I. GENERAL PROVISIONS

1. These terms and conditions ("Terms and Conditions") set out the terms and conditions for the provision of electronic services via the website operated at [www.e-specjalistabhp.pl](http://www.e-specjalistabhp.pl) ("Website").
2. The Service Provider is Delphi Innovation Sp. z o.o. with its registered office in Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000461021, NIP: 5242759429, REGON: 146667484, share capital PLN 5,000, e-mail address: [www.e-specjalistabhp.pl](http://www.e-specjalistabhp.pl) ("Service Provider").
3. Acceptance of the Terms and Conditions is a prerequisite for using the Services. The Service Recipient confirms that they have read the Terms and Conditions and accept their content.

## II. TYPE AND SCOPE OF SERVICES PROVIDED

1. Within the scope of the services provided, the Service Provider enables the Service Recipient to use the following Services:
  - a. Free services: the ability to use the content posted on the website, view and sign up for events, create your own profile in the Experts database.
  - b. Paid services: access to the Training Service, access to the E-documents Service, browsing the Expert database.
2. A person using the Services is hereinafter referred to as the "Service Recipient."
3. In order to use certain features of the website, it is necessary to register on the website (create a Service Recipient account). To do so, please fill in the registration form with your first and last name, email address, password, and accept the terms and conditions.

## III. TERMS OF SERVICE

1. The condition for using the services is to meet the following technical requirements necessary for cooperation with the ICT system used by the Service Provider:
  - a. Internet connection;
  - b. a correctly configured web browser: Windows Internet Explorer version  $\geq 9.0$ , Mozilla Firefox version  $\geq 23$ , Opera version  $\geq 12.0$ , Chrome version  $\geq 28.0$ , which accepts cookies. Cookies are pieces of information stored by the Website on the Service Recipient's computer, which the Website can read each time it connects to that computer;

- c. the Website is optimized for a screen resolution of 1024x768 pixels, a palette of 16.7 million colors, and a 100% view. With other settings, the Website will still be usable, but this may result in a deterioration of the Website's aesthetics and functionality;
  - d. use of the website requires a password change every 30 days. The password should consist of at least 8 characters, including lowercase and uppercase letters, numbers, and special characters.
2. The Service Provider shall not be liable for any damage resulting from failure to comply with the specified technical requirements.
  3. The intellectual property rights to the materials contained on the Website are vested in the Service Provider or entities cooperating with the Service Provider, unless otherwise stated. Any copying, printing, or public reproduction of the content made available is prohibited, unless it results from separate agreements or mandatory provisions of law.
  4. It is prohibited for the Service Recipient to provide illegal content; in particular, it is unacceptable to place content on the Website that violates personal rights, is commonly considered offensive, or infringes intellectual property rights.
  5. In the event of unauthorized use of the services, i.e., in violation of the Terms and Conditions or applicable law, the Service Provider shall have the right to process the Service Recipient's personal data to the extent necessary to determine their liability. The Service Provider may transfer the Service Recipient's data to authorized authorities for the purposes of their proceedings.
  6. The posting of any materials or information on the Website by the Service Recipient is tantamount to making them publicly available.
  7. The Service Recipient shall be solely responsible for the content of the data and information provided by them and shall be obliged to cover any claims of third parties in this respect.
  8. The Service Provider reserves the right to remove and modify materials and comments, in particular in cases where they violate the provisions of the Terms and Conditions or the law.
  9. The Service Provider reserves the right to make changes to the prices of services on an ongoing basis and to carry out and cancel all kinds of promotional campaigns. The right referred to in the previous sentence does not affect orders placed by Users before the date of entry into force of the price change.
  10. The Service Recipient is obliged to keep the login and password to their account on the Website confidential. Within the limits resulting from generally applicable laws, the Service Recipient is responsible for all activities related to the use of the login and password to a given account on the Website, with the password being confidential information known only to the Service Recipient.
  11. The Service Recipient who is a consumer within the meaning of the Civil Code agrees to the commencement of the provision of Services before the expiry of the ten-day period from the conclusion of the contract, and therefore is not entitled to withdraw from the contract pursuant to Article 10 of the Act on the protection of certain consumer rights and liability for damage caused by a dangerous product.

12. In order to ensure the security of data processed within the website, after 20 minutes of inactivity, the User is automatically logged out of the system. The data and information entered at are stored in the database, provided that they have been previously approved by the User.

#### IV. **SERVICES**

##### A. **Access to the database of Health and Safety Experts.**

Each registered Service Recipient may, within the limits specified in the Terms and Conditions, view the database of experts posted on the Website, using the "find an expert" function.

##### B. **Creating your own profile in the OHS Experts database.**

1. In order to use this feature, you must register on the Website and then fill in the information necessary to create a profile. To do this, please fill in the form available on the Website in the Expert Database tab, providing the following information: telephone number, specialization, region, professional experience.
2. The Service Provider reserves the right to extend the registration form with additional fields, which are optional.
3. The Service Recipient may edit the data, information, and materials provided by them at any time.
4. When you create your own profile in the OHS Experts database, a public profile of the Service Recipient is created. The data provided in the public profile is available to all Service Recipients of the Website.
5. The Service User is solely responsible for the content of the data, information, and materials provided by them and for any infringement of the rights of third parties.
6. The posting of any materials or information by the Service User on the Website, including the image of the Service User, is tantamount to making them publicly available, to which the Service User agrees.
7. The Service Provider shall not be liable for the content published by the Service Recipient, including the provision of false or incomplete data or information by the Service Recipient.
8. The Service Provider shall not be liable for any actions of third parties related to the content or scope of personal data and information provided by the Service Recipient, or for any damage suffered by the Service Recipient as a result thereof.
9. The Service Provider reserves the right to discontinue the service, delete all Customer data, and take any other legally permitted actions related to the Website, for which the Customer shall not be entitled to any claims against the Service Provider.

##### C. **Access to the Training Service.**

This Service includes periodic training in occupational health and safety and other areas, as well as a database of tests.

1. In order to use the Training Service, it is necessary to register on the website and then provide the information necessary to provide the Service, issue accounting documents, and

contact the Service Recipient. To do this, please fill out the form available on the Website in the Training tab.

2. By completing the form, the Service Recipient agrees to conclude a contract for the provision of electronic services, has read the provisions of the Terms and Conditions and other documents available on the Website, including the price list, the provisions of which govern the conclusion and performance of the contract, and accepts these provisions.
3. The Training Service is activated after the Service Provider has registered the fee due for the Service. The amount of the fee is based on the price list valid on the date of purchase of the Service by the Customer.
4. The Service Recipient may purchase training for themselves as a Training Participant, as well as designate other persons as Participants. In order to register Participants, the form available on the Website must be completed, providing the following data: first name, last name, and optionally, e-mail address.
5. Access to the training is limited and begins from the moment the Training Service is activated. Failure by the Participant to complete the training on time, or failure to pass the exam, if required, is tantamount to failure to complete the training. For the Participant to retake the training, the registration must be reactivated and the applicable fee must be paid.
6. When purchasing the Training Service, the Customer is required to indicate the course organizer.
  - a. By answering "yes" to the question "Are you an organizational unit authorized, in accordance with §4.1 of the Regulation of the Minister of Economy and Labor of July 27, 2004, on training in the field of occupational health and safety, to conduct and organize training courses?", the Service Recipient indicates itself as the Course Organizer.
  - b. If the Service Recipient selects "no," the course organizer will be Delphi BDU Training Center – Dymowska, Grabowska –Wawrzeńska Sp. j. ul Staniewicka 14, 03-310 Warsaw.
7. As part of the Training Service, the following personal data of employees or other natural persons who are Training Participants are processed: first name, last name, e-mail address, date of birth, and optionally place of birth.
8. The course organizer, as the Data Controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (GDPR), entrusts the Service Provider with the processing of personal data for the purpose of performing the obligations arising from these Terms and Conditions. The Service Provider will process the personal data entrusted to it on the terms and in accordance with the provisions of applicable law. In particular, the processing of the entrusted data will be carried out in accordance with the provisions of the GDPR.
9. The Service Recipient shall be responsible for the manner in which the Training Service is used by the entities to which it has made the training available.

**D. Access to the E-documents Service.**

As part of this Service, the Service Recipient gains access to a tool that allows them to create and store health and safety documentation in the following areas: accident investigations, health and safety and other training, occupational risk assessment using the RISK SCORE method.

1. In order to use the E-Documents Service, the Service Recipient must register on the website and then provide the information necessary to provide the Service, issue accounting documents, and contact the Service Recipient. To do so, the Service Recipient must complete the form available on the Website in the E-Documents tab.
2. By completing the form, the Service Recipient agrees to conclude a contract for the provision of electronic services, has read the provisions of the Terms and Conditions and other documents available on the Website, including the price list, the provisions of which govern the conclusion and performance of the contract, and accepts these provisions.
3. The E-Documents Service is activated after the Service Provider has registered the fee due for the Service. The amount of the fee is based on the price list valid on the date of registration of the Service by the Service Recipient.
4. The following personal data of employees and other natural persons are processed as part of the E-Documents Service: first name, last name, PESEL number, NIP number, type and number of identity document, address of residence, date and place of birth, father's name, place and type of employment, other documentation relating to work-related accidents, and optionally: e-mail address, telephone number, correspondence address. The Service Recipient, as the Personal Data Controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (GDPR), entrusts the Service Provider with the processing of personal data for the purpose of performing the obligations arising from these Terms and Conditions. The Service Provider will process the personal data entrusted to it on the terms and in accordance with the provisions of applicable law. In particular, the processing of the entrusted data will be carried out in accordance with the provisions of the GDPR.
5. The E-documents service is offered in two variants:
  - a. single-company variant - allowing the creation of documentation for only one company,
  - b. multi-company option - allowing the creation of documentation for multiple companies.
6. The Service Recipient has the option of adding registered Users who will be able to use the E-Documents Service purchased by them. The Service Recipient has the option of granting or revoking access to Users at any time.
7. If the single-company option is selected, access for Users is free of charge. If the multi-company option is selected, access for each added User is subject to a fee.
8. The Service Recipient is solely responsible for how Users use the E-Documents Service.

## V. **METHOD OF PAYMENT**

1. The Service Recipient may use the following methods of payment for the Services:

- bank transfer to the Service Provider's account: 31 1050 1025 1000 0090 8273 2174,
  - via the Pay-U system (electronic payments, card payments).
2. After registering the payment for the Services, the system allows you to download a VAT invoice.

## **VI. DISCLAIMER**

1. The Service Provider reserves the right to carry out maintenance work which may cause difficulties in using the Website or temporarily prevent the use of the Website.
2. The Service Provider shall not be liable for any inability of the User to access the Website resulting, for example, from technical limitations of the User's equipment.
3. The Service Provider shall not be liable for any loss of data by the Service Recipient caused by external factors (e.g., equipment failure) or other circumstances beyond the Service Provider's control (actions of third parties, force majeure).
4. The Service Provider informs that the websites to which links are provided on the Website, unless they contain such information, have not been prepared by the Service Provider. Consequently, the Service Provider shall not be liable for any information, opinions, and materials contained on such websites or websites linked to them.

## **VII. COMPLAINT PROCEDURE**

1. The Service Recipient has the right to submit complaints regarding the services provided.
2. Complaints should be submitted via the contact form available in the Contact tab.
3. The complaint should indicate:
  - a. information about the Service Recipient that will enable their identification,
  - b. contact address and contact telephone number,
  - c. specification of the service to which the complaint relates,
  - d. the subject of the complaint with a detailed description.
4. Complaints will be considered within 14 days of submission.
5. Complaints that do not contain the above elements will not be considered.
6. The person submitting the complaint will be informed about the manner in which the complaint will be considered at the postal address or e-mail address provided.
7. The Service Recipient has the right to pursue claims arising from the provision of electronic services by the Service Provider in court after exhausting the complaint procedure. The competent court is the court competent for the seat of the Service Provider.

## **VIII. PRIVACY POLICY**

1. The Service Provider processes information about Service Recipients, including personal data, in accordance with the applicable provisions of law, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR), applying the safeguards required by law. Providing personal data is voluntary, but necessary to use the separate resources of the Website and the services offered within it.
2. The Service Recipient has the right to access their personal data, the right to correct and supplement it, and the right to request the cessation of data processing and its removal by contacting the Service Provider in writing: by e-mail or via the contact form. In the event of deletion of data necessary for the use of specific resources of the Website and services offered within it, the Service Recipient loses the ability to use them.
3. The administrator of the Service User's personal data provided when creating an account or placing an order, including first name, last name, address, e-mail address, telephone number, and tax identification number, is Delphi Innovation Sp. z o.o. Personal data provided when creating an account or placing an order will be processed for the purposes of:
  - a. fulfilling and handling the order pursuant to Article 6(1)(b) of the GDPR, which indicates that processing is necessary for the performance of a contract concluded on the basis of the Terms and Conditions,
  - b. marketing of own products pursuant to Article 6(1)(f) of the GDPR, i.e. legitimate interests pursued by the Controller.
  - c. if you agree to receive the Newsletter, the data is also processed for the purpose of sending the Newsletter (the basis for processing is Article 6(1)(a) of the GDPR, i.e. the consent of the data subject).
4. The recipients of personal data will be entities cooperating with the Administrator, which support it in its daily activities, providing in particular IT and accounting services.
5. Personal data provided for the purpose of order fulfillment and service will be stored for the following periods:
  - a. in the case of creating an account in the IT system - for 6 years from the date of the last activity and the expiry of the limitation periods for claims arising from completed orders, or until the account is deleted by the Administrator or the User of the system.
  - b. data processed for the purpose of sending the Newsletter - until consent is withdrawn - by contacting the Service Provider in writing: by e-mail or via the contact form.
6. The data subject has the right to:
  - a. request access to their personal data, rectify it, delete it, restrict its processing, and the right to transfer data,
  - b. withdraw consent to data processing at any time; this does not affect the lawfulness of processing based on consent before its withdrawal,
  - c. lodge a complaint with the President of the Personal Data Protection Office

7. In the event of account deletion, all data will be deleted, except for data necessary for the complaint process and handling of any claims, which will be stored until the expiry of the limitation periods for claims arising from completed orders.

**IX. FINAL PROVISIONS**

1. The Terms and Conditions are effective from the date of publication on the Website.
2. The Service Provider reserves the right to amend the Terms and Conditions. Amendments to the Terms and Conditions shall be effective from the date of their publication on the Website.
3. In matters not covered by the Terms and Conditions, the provisions of law in force in the Republic of Poland shall apply.