

## **RULES OF PROVISION BY CORPORATE DUE DILIGENCE AND INVESTIGATION (CDDI) SP. Z O.O. ELECTRONIC SERVICES RELATING TO THE TRANSMISSION TO THE INFORMATION SERVICE IN THE FORM OF PRESS NEWSLETTER**

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### 1. GENERAL PROVISIONS

1. These Regulations define the terms and conditions for the provision of the service by electronic means consisting in sending by the Service Provider to the Customer a free Newsletter.
2. The service provider is Corporate Due Diligence and Investigation (CDDI) Sp. z o.o. with its registered office in Warsaw, at al. Jerozolimskie 81 p. 15.01, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, XII Commercial Department of the National Court Register under KRS number 0000609530, NIP 5223058944, REGON 364076082, share capital of PLN 5000.
3. The Regulations are the regulations referred to in art. 8 of the Act of 18 July 2002 on providing electronic services (Dz. U. 2002. No. 144, item 1204 with later amendments).
4. The Regulations are available on the main website of the Service Provider [www.cddi.eu](http://www.cddi.eu).

### 2. TYPE AND SCOPE OF THE SERVICE

1. Under the terms of these Regulations, the Service Provider provides the service of sending a newsletter to the e-mail address of the Recipient registered in the Service Provider's mailing module.
2. The provision of the Service is possible only after the Customer has entered the e-mail address via the registration form to the Service Provider's mailing module and after accepting these Regulations.
3. Use of the Service is voluntary.

### 3. OBLIGATIONS OF THE SERVICE PROVIDER

1. In connection with the provision of the Service described in these Regulations, the Service Provider is obliged to:
  - 1.1. comply with the provisions of these Regulations,
  - 1.2. provide the Service with due diligence.
2. In the event of unplanned lack of access to the Service or as a result of failure of the mailing module to prevent the Newsletter from receiving the newsletter.
3. The service provider will be required to take due diligence measures to restore the functionality of the newsletter.
4. However, the Service Provider is not liable for the lack of possibility for the Service User to use the Service and any damage to the Service User caused by the lack of access to the newsletter.
5. The Service Provider reserves the right to block the e-mail address of the Service Recipient who has violated the provisions of these Regulations or the law.
6. The Service Provider does not guarantee the uninterrupted provision of the Service. In particular, the Service Provider shall not be liable for a break in the provision of the Service caused by technical reasons on the part of the Service Provider or Third Party.

### 4. OBLIGATIONS OF THE CUSTOMER

1. In connection with the use of the Service, the Customer is obliged to:
  - 1.1. comply with all provisions of the Regulations,
  - 1.2. comply with all legal provisions, good customs and generally applicable rules of using the Internet,
  - 1.3. correct specification and updating of data, including in particular e-mail address,
  - 1.4. immediately inform the Service Provider about any security breaches and problems related to the functioning or use of the Service,
  - 1.5. not carrying out any activities threatening the security of the mailing module or computer systems of third parties,
  - 1.6. not using the mailing module directly or indirectly to conduct any actions that are against the law, decency of Internet usage rules, or violate the rights of third parties,
  - 1.7. read all amendments to the Regulations.
2. In addition, in connection with the use of the Service, the Customer:
  - 2.1. declares that the data provided by him during registration are up-to-date and truthful, and in the event of changes, they are subject to immediate updating,
  - 2.2. give consent to the presentation by the Service Provider as part of the newsletter of all types of information materials from the Service Provider.

### 5. TECHNICAL REQUIREMENTS AND SPECIFIC RISKS

1. The condition for using the Services is to have a device enabling individual remote communication using data transmission that meets the following minimum technical requirements:
  - 1.1. access to the Internet,
  - 1.2. correctly configured web browser,

- 1.3. possession of an email address.
2. Use of the Services entails the following special risks:
  - 2.1. the possibility of finding weaknesses of the cryptographic system and breaking the security of the mailing module and unauthorized access to the mailing module,
  - 2.2. the possibility of unauthorized spyware or other malicious software,
  - 2.3. the possibility of phishing passwords by phishing, i.e. sending fake online messages resembling authentic ones in order to obtain personal data and information.
3. The technical conditions described in point 1 above are necessary to use the Service and in the event of failure to do so, the newsletter may not work properly.

## 6. COMPLAINTS

1. Complaints related to the provision of the Service should be submitted electronically to the address [queries@cddi.eu](mailto:queries@cddi.eu).
2. The complaint should contain the following details of the Service Recipient: e-mail address provided during registration and a description of the problem that appeared in connection with the use of the Service.
3. Complaints will be considered in the order of their impact to the Service Provider.
4. The Service Provider will consider the complaint within 14 business days of its receipt. Immediately after considering the complaint, the Service Provider will provide the Customer with a response regarding the complaint. The reply will be sent in the same form in which the complaint was made to the e-mail address or the correspondent address of the Service Recipient provided by him in the complaint.
5. In the event that the information provided in the complaint required supplementation, the Service Provider, before considering the complaint, will ask the Service Recipient to complete it within the prescribed period. In this case, the time limit referred to in point 4 above runs from the moment of receipt of the completed complaint by the Service Provider.

## 7. PERSONAL INFORMATION

1. The administrator of the Customer's personal data is the Service Provider.
2. The recipient may realize (or obtain more information) his / her rights in the field of personal data by communicating with the Service Provider via the email address: [iodo@cddi.eu](mailto:iodo@cddi.eu).
3. The legal basis for the processing of personal data of the Service Recipient is art. 6 par. 1 lit. B of GRDP, which means that the processing of personal data is necessary for the performance of the Agreement in the scope of the newsletter service to the recipient's e-mail address provided by the CDDI to which the Customer is a party or take action at the request of the Customer before concluding the above agreement.
4. The Customer's personal data are processed in order to perform the contract and take action before the conclusion of the Agreement, in particular to identify the Customer for the purposes of CDDI service. Information about the Company's activities in the form of Newsletter to the Customer's e-mail address.
5. The recipient of the Customer's personal data is:
  - a) CDDI employees, or persons acting on behalf of CDDI, in its interest or with its authorization, irrespective of the legal basis of the relationship of these persons with

the Company, which due to their professional duties have appropriate access rights to the system (performance obligations justify access to system services and protected information), b) IT service providers for CDDI, as entities processing personal data on the basis of separate entrustment agreements (for technical purposes related to the supply of ICT services), to enable CDDI to deliver the newsletter via the ICT system.

6. Customer has the right to:
  - a) access to personal data, i.e. the right to obtain information, which data, how and for what purpose we process, b) data rectification, i.e. requests to update data if it turns out that incorrect data have been collected or are no longer valid, c) deletion of personal data, i.e. the request to delete all or part of personal data - in the case of the validity of the request we will immediately delete data, d) processing restrictions, i.e. limit the processing of data for storage - unblocking processing may take place after the reasons justifying the processing limit have ceased, e) data transfer, f) file a complaint on the CDDI to the President of the Office for Personal Data Protection, if the Recipient considers that the processing of his personal data violates the law.
7. The personal data of the Service Users are stored in the database of the Service Provider provided in accordance with point 7.4 to the Third Party for the period of providing the Service by the Service Provider, subject to art. 19 par. 2 of the Act on Electronic Services of July 18, 2002.
8. The service provider processes personal data in accordance with the provisions of the GDPR and national regulations issued on the basis of the GDPR and the Act of 18 July 2002 on providing electronic services.
9. The Service Provider is not liable for the consequences of providing false or wrong data by the Service Provider if, despite the Service Provider's due diligence, it will not be possible to contact the Service Recipient.
10. Customers are not profiled based on personal data. Automated decisions within the meaning of the GRPD are also not taken.
11. Data is not transferred to countries that do not protect them appropriately.
12. Providing personal data in the form of an e-mail address by the Customer is a condition for the conclusion of a contract for the provision of services by electronic means. Providing personal data is voluntary, but the consequence of not providing personal data will be the lack of access to services provided electronically, i.e. receiving newsletters from CDDI.
13. A person subscribed to the newsletter can unsubscribe by clicking the "cancel subscription" button at the bottom of every newsletter message.
14. Newsletter is sent by e-mail.

## 8. FINAL PROVISIONS

1. The Service Provider is entitled to amend the provisions of the Regulations at any time and according to his own decision. In particular, the Service Provider may change the provisions of these Regulations in the case of:
  - 1.1. the necessity to adapt the Regulations to mandatory provisions or to changes in legal regulations affecting the content of the Regulations,

- 1.2. the necessity to adapt the Regulations to the recommendation, interpretation, ruling, decision or decision of a public authority or court ruling affecting the content of the Regulations,
  - 1.3. changes in the technical conditions of providing the Services,
  - 1.4. changes in the scope of the Service Provider's activities.
2. Within the limits set by the mandatory provisions of law, the invalidity of any of the provisions of the Regulations shall not affect the validity of the remaining provisions of the Regulations.
  3. The law applicable to the provisions of these Regulations is Polish law.
  4. In matters not regulated in the Regulations, relevant provisions of Polish law shall apply, in particular the provisions of the Act of 23 April 1964 Civil Code and GRPD.