

TERMS AND CONDITIONS OF PROVISION OF ELECTRONIC SERVICES AND PRIVACY POLICY

CHAPTER 1

General provisions

§ 1.

1. These terms and conditions (the "Terms and Conditions") concern the provision of electronic services via the FERRO S.A. website, i.e. www.ferro.pl, in accordance with Article 8 of the Polish Law of 18 July 2002 on the Provision of Electronic Services (Journal of Laws No. 144, item 1204, as amended).

2. Starting the relevant Service at www.ferro.pl or making a complaint by e-mail accompanied by consent to comply with these Terms and Conditions shall be tantamount to acceptance of these Terms and Conditions and execution of an agreement for the provision of electronic services with FERRO S.A. without the need for separate agreements to be produced.

3. These Terms and Conditions specify:

- the type and scope of the services provided electronically;
- the terms and conditions of providing services electronically;
- the terms and conditions of executing and terminating agreements for the provision of electronic services;
- the complaints procedure.

§ 2.

1. In these Terms and Conditions, the following terms shall have the following meaning:

a) "Client" shall mean an entity taking advantage of the services of FERRO S.A. by means of requesting the electronic provision of these services on these Terms and Conditions;

b) "Service" shall mean an activity intended to satisfy a need of the Client that is carried out by sending and receiving data by means of ICT Systems at the Client's individual request, without the simultaneous presence of both parties; the data is transmitted via public networks, as defined in the Polish Telecommunications Law;

c) "Website" shall mean the website of FERRO S.A. available at <https://www.ferro.pl>, which is intended for the Clients and provides information about FERRO S.A.;

- d) "Web Browser" shall mean a computer program allowing for downloading and displaying websites that have been uploaded to a web server;
- e) "Polish Telecommunications Law" shall mean the Polish Telecommunications Law of 16 July 2004 (Journal of Laws No. 171, item 1800, as amended);
- f) "Cookies" shall mean the text files automatically saved on the local drive of the computer by the Web Browser, which store information concerning visits on websites, such as Web Browser type etc.;
- g) "Newsletter" shall mean the electronic newsletter sent to the Clients by e-mail after they have subscribed for it;
- h) "Facebook Profile" shall mean the www.facebook.com/GrupaFerro profile on the Facebook social networking service, where functions and services are made available in accordance with the terms and conditions of Facebook;
- i) "E-mail Address" shall mean the electronic mail address allowing for sending messages (electronic mail) via computer networks, including the Internet, comprising an ID, the "@" symbol, and the domain name of a mail server;
- j) "ICT System" shall mean a set of IT devices and software working together in order to ensure the processing and storage, as well as sending and receiving, of data by means of ICT networks and the end devices appropriate for the given type of network, as defined in the Polish Telecommunications Law;
- k) "Electronic Communication Measures" shall mean the technical solutions, including ICT devices and the software tools working with them, allowing for custom remote communication based on data transmission between ICT Systems, including but not limited to e-mail;
- l) "Polish Law on the Provision of Electronic Services" shall mean the Polish Law of 18 July 2002 on the Provision of Electronic Services (Journal of Laws No. 144, item 1204, as amended).

§ 3.

1. FERRO S.A. shall not be liable for the technical problems or software or hardware limitations on the part of the Client that prevent the Client from using specific Services.
2. While the Client is using the Services, Cookies are stored on the local drive of the Client's ICT System in order to specify the Client's region and to evaluate the usefulness of the Website. Configuring the Web Browser to accept Cookies is a prerequisite for proper functioning of the Services on the Website.

3. FERRO S.A. does not guarantee that the Client's ICT System will operate correctly and shall not be liable in this respect.

CHAPTER 2

Types and scope of the Services provided

§ 4.

1. These Terms and Conditions cover the following electronic Services:

- a) sending of Newsletters following subscription,
- b) making of complaints using the relevant electronic form,
- c) using the Facebook Profile following registration.

2. The current scope of the Services offered to the Clients is available on the Website.

3. In connection with the ongoing development of the Services, their functional scope may change.

4. Information about modifications is published on the Website and does not constitute an amendment of these Terms and Conditions.

§ 5.

FERRO S.A. reserves the right to limit or modify the Services for a specific period of time or indefinitely. The planned decrease of the functional scope shall be notified by FERRO S.A. by means of the relevant message on the Website.

CHAPTER 3

Execution and termination of agreements

§ 6.

1. FERRO S.A. provides the Services to its Clients to the extent and in the form specified in these Terms and Conditions.

2. From the moment of commencing the use of the given Service, each of the Clients shall comply with these Terms and Conditions.

3. These Terms and Conditions are an integral part of the agreements for the provision of electronic services executed between FERRO S.A. and its Clients.

4. Everyone may read these Terms and Conditions prior to commencing their use of the Services on the Website.

5. Commencing the use of the given Service shall be tantamount to executing an agreement with FERRO S.A. with respect to the given Service.

§ 7.

1. Commercial information shall be deemed to have been requested if the Client has agreed to receiving such information by means of subscribing for the Newsletter on the Website and providing an e-mail address for that purpose.

2. FERRO S.A. shall collect from its Clients their consents to receiving commercial information by e-mail.

3. The e-mail address provided by the Client shall be used exclusively to provide him or her with the requested information.

4. FERRO S.A. shall not send any illegal content, as defined in Article 8.3.2.b of the Polish Law on the Provision of Electronic Services.

CHAPTER 4

Personal data protection

§ 8.

1. Depending on the consent expressed by the particular Clients, the processing of the personal data of the Clients that are natural persons may concern the following types of data (this catalog may change depending on the type of the Service provided):

a) e-mail addresses,

b) data provided for marketing purposes,

c) data necessary to carry out obligations under statutory warranty or guarantee.

2. The controller of the Client's personal data is FERRO S.A. The controller has appointed a Data Protection Officer. The Officer may be contacted by e-mail.

The Client shall have the right to lodge a complaint with the President of the Polish Personal Data Protection Office if he or she believes that the processing of data by FERRO S.A. is in violation 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 (General Data Protection Regulation, the “GDPR”).

3. FERRO S.A. processes the personal data of the Client that is necessary to establish, shape the contents, amend, or terminate the relevant agreement for the provision of the Services with FERRO S.A., exclusively in order to properly perform the Services referred to in these Terms and Conditions, using for this purpose the personal data necessary to perform the Services, in accordance with the Polish Law of 18 July 2002 on the Provision of Electronic Services (Journal of Laws No. 144, item 1204). The Client’s personal data is processed in compliance with the principles of security specified in the GDPR. Personal data shall be processed until the provision of the Services has been completed; for archiving purposes—for the time specified in the relevant legal regulations; in the case of the Newsletter—until consent to processing has been withdrawn or an objection has been made with respect to processing. 4. In each individual case, FERRO S.A. shall specify the data it needs to provide the given Service electronically.

5. In the cases and on the principles specified in detail in Articles 15 through 22 of the GDPR, FERRO S.A. ensures that the Clients whose personal data it processed may exercise their rights under the GDPR:

- the right to **receive information** about the processing of personal data by FERRO S.A.;
- the right to **access** their personal data (or a copy thereof) and rectify this data;
- the right to demand the **erasure** of personal data from the filing systems of FERRO S.A. if:
 - the Client’s personal data is no longer necessary for the purposes for which it had been collected or for which it is processed;
 - the Client has withdrawn the consent on which the processing was based and there is no other basis for processing;
 - the Client has objected to the processing and there is no other basis for FERRO S.A. to process the data or the Client has object to processing for marketing purposes;
 - the personal data was processed in discordance with legal regulations;
 - the personal data has to be erased in order to comply with the legal obligation specified in EU legal regulations or in Polish legal regulations;

However, the Client’s right to demand the erasure of personal data **cannot be exercised** to the extent to which FERRO S.A. has to continue processing this data in order to comply with a legal obligation or if continued processing is necessary to establish, exercise, or defend the legal claims of FERRO S.A.

- the right to **have the processing restricted**, i.e. the right to a suspension of processing until the Client’s claim made to FERRO S.A. have been clarified; if processing is restricted, FERRO S.A. may process personal data exclusively with consent from the Client (this shall not apply to the possibility of data retention

and processing for the purpose of establishing, exercising, and defending the legal claims of FERRO S.A.);

- the right to **object to processing** for marketing purposes; if an objection is made, FERRO S.A. will no longer be able to process the Client's data for these purposes.

The Client may exercise the above rights by means of:

- sending the relevant request by e-mail to iod@ferro.pl;
- calling +48 12 256 21 00

If FERRO S.A. has reasonable doubts as to the identity of the Client making the request, it may ask for additional information necessary to confirm the Client's identity.

If the basis for processing is the **Client's consent**, the Client shall have the right to withdraw the consent at any time; however, the withdrawal of consent shall not affect the lawfulness of processing based on this consent before its withdrawal. Consent to the processing of personal data may be withdrawn:

- by sending an e-mail at iod@ferro.pl;
- by unchecking the relevant box after logging into the Client's account;
- by sending a letter via traditional mail to: 32-050 Skawina, ul. Przemysłowa 7

The withdrawal of consent shall result in the Services no longer being provided.

6. Using cookies does not allow for downloading any personal or address data of the user or any confidential information from his or her computer.

CHAPTER 5

Use of the Services

§ 9.

1. The Website is available for the Clients 24/7. FERRO S.A. reserves the right to suspend the availability to the Website due to the need to carry out periodic maintenance.

2. The time zone appropriate for the Website is the time zone appropriate for Poland.

3. The Client should regularly check on the correctness of the performance of his or her instructions and if he or she finds any irregularities, he or she should contact FERRO S.A. in accordance with § 12.

§ 10.

1. The Client shall comply with the prohibition of abusing Electronic Communication Measures and uploading the following content to the ICT Systems of FERRO S.A.:

a) content that disrupts or overloads the ICT Systems of FERRO S.A. or other entities directly or indirectly participating in the provision of electronic services;

b) content that violates third party rights or generally accepted social norms or that is in discordance with the generally applicable legal regulations.

2. FERRO S.A. does not control the Client's computer environment, but recommends that the Client makes sure, prior to using the Website, that his or her computer environment is secure and complies with the relevant requirements. FERRO S.A. shall not be liable for any consequences of failure to observe the above recommendations.

3. FERRO S.A. also recommends using anti-virus software. FERRO S.A. shall not be liable for any actions of any destructive programs (viruses) in the Client's IT infrastructure.

4. In special cases affecting the security or stability of its ICT System, FERRO S.A. shall have the right to temporarily cancel or limit the provision of the Services, without prior notification, and to carry out works intended to reinstate the security or stability of the ICT System.

§ 11.

1. The Client may resign from the Services at any time by means of making the relevant instructions in the system.

2. The resignation referred to in § 11.1 shall be tantamount to termination of the agreement for the provision of the Services, but not to termination of other agreements.

CHAPTER 6

The complaints procedure

§ 12.

1. The Client may make inquiries, comments, and complaints related to the Services:

a) by telephone at +48 12 256 21 00,

b) by e-mail at info@ferro.pl.

2. The inquiries, comments, and complaints should include the first and last name and the exact address of the sender, as well a detailed description of and the reason for the complaint.

3. The inquiries, comments, and complaints related to the provision of the Services shall be handled as soon as possible, electronically, in writing, or over the phone.

CHAPTER 7

Final provisions

§ 13.

1. FERRO S.A. reserves the right to amend these Terms and Conditions for important reasons. Important reasons include:

- introduction of new legal regulations and repealing of existing legal regulations;
- adaptation to the necessary modifications of the existing ICT System of FERRO S.A.;
- changes to the offer of FERRO S.A.

2. If these Terms and Conditions are amended, FERRO S.A. shall notify all of its Clients about the amendments by means of the relevant message published on the Website.

3. These Terms and Conditions are available on the Website.

§ 14.

1. FERRO S.A. shall not be liable for interruptions in the provision of the Services caused by breakdowns or defective functioning of the ICT Systems outside of FERRO S.A.

2. FERRO S.A. shall not be liable for the unavailability of the Services caused by incorrect Client registration.

3. Any and all disputes between the Client and FERRO S.A. concerning the provision of the Services via the Website shall be settled by the courts having jurisdiction over the registered office of FERRO S.A. In the case of Clients who are consumers, the court having jurisdiction shall be determined in accordance with the Polish Code of Civil Procedure or other generally applicable legal regulations.

4. The matters not regulated in these Terms and Conditions shall be governed by the provisions of the Polish Law on the Provision of Electronic Services, the Polish Law on Copyrights and the Related Rights, and the Polish Civil Code.