

**POLITYKA INSIGHT'S ANALYTICAL PRODUCTS
TERMS AND CONDITIONS
(THE TERMS AND CONDITIONS)**

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I. DEFINITIONS

1. Trial access – free-of-charge test access to Polityka Insight’s analytical product or products for professional purposes, for a period of time indicated by the Producer with each request. Trial access to Polityka Insight’s analytical services has to comply with conditions set out in the Terms and Conditions and begins after the User completes an online form at <https://www.politykainsight.pl/politykainsight/trialaccess> and <https://www.politykainsight.pl/pi-finance/rejestracja>, his request is accepted and the Producer defines terms and conditions of such access. Each individual may only be granted a single Trial access to each of Polityka Insight’s analytical services.
2. Institutional access – collective (non-individual) access to Polityka Insight’s analytical services through web browsers installed on company computers in the Customer’s offices. The process of logging in to Polityka Insight requires the use of one of IP addresses provided by the Customer and included in the Contract. Institutional access allows Customers to access Polityka Insight’s PI Agenda and PI Knowledge (database of analyses and reports). Institutional access is addressed to Customers who purchased individual licences; their exact number shall be specified by the Producer.
3. Working day – each business day between Monday and Friday, except for public holidays in the Republic of Poland.
4. The Customer – a natural person that operates a business or remains professionally active, organizational entity without legal personality.
5. The Institutional customer – A Customer who on the basis of the Contract allows their employees or associates to access Polityka Insight’s specific analytical product or products for professional purposes. Whenever the current Terms and Conditions include reference to the Customer, the notion shall also denote Institutional customers unless otherwise stated.
6. The Consumer – a natural person that undertakes a legal action not directly linked to their economic or professional activity (“consumer” as defined by Article 22 (1) of the Civil Code act from April 23, 1964).
7. Polityka Insight – an electronic database as defined by Article 2 Section 1 Item 1 of the act from July 27, 2001 on database protection, one that can be considered an individual Work, which shall be available to Users after they perform a correct login to Polityka Insight’s website at www.politykainsight.pl and only after they conclude the Contract or as part of Trial Access. Access to Polityka Insight’s services is provided electronically as defined by the act from July 18, 2002 on electronically supplied services in compliance with condition stipulated in the Contract and Terms and Conditions.
8. The Producer – Polityka Insight Limited Liability Company based in Warsaw (02-309) at Słupecka 6, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000754865, REGON: 381654108, NIP: 5252768660. The producer is the author of analytical

products available through Polityka Insight services as defined by Article 2 Section 1 Item 4 of the law from July 27, 2001 on database protection. The Producer is a service provider as defined by Article 2 Section 1 Item 6 of the law from July 18, 2002 on electronically supplied services.

9. Force Majeure – events or circumstances that are independent from the Producer, Customer or User, which those entities cannot control or predict their occurrence or impact. Such events may include a number of disasters, including natural ones, epidemics, wars, nationwide strikes, embargoes, riots, sabotage, actions of state authorities, cyberattacks or internet failure that are not the result of actions or omissions by those entities.
10. The Contract – an agreement concluded between the Customer and Producer that regulates the conditions of using Polityka Insight’s analytical products and licences. The Terms and Conditions is an integral part of the Contract. The notion of the Contract also stretches onto orders placed by Customers.
11. The Work – all text, graphic, numeric, photographic, audio or audio-visual data, including documents, bulletins, graphs, films, photos, logotypes, backgrounds, charts, patterns, symbols, interfaces, sounds, music or any other content and carriers used to record them, regardless of their character and form, that are available as part of Polityka Insight’s analytical products after successfully logging in to Polityka Insight’s services, such as, for instance, Briefing, Analyses, Database, Publications, Agenda, Tools.
12. The User – a natural person that under the power of this Contract uses Polityka Insight’s analytical product or products for professional purposes, has been authorised by the Institutional Customer to do so, or takes advantage of Trial Access.

II. GENERAL PROVISIONS

1. The Terms and Conditions includes general provisions that govern access to Polityka Insight’s analytical products.
2. Access to Polityka Insight cannot be considered a universal service, as it is not addressed to Customers that might directly or indirectly compete with the Producer, neither is it addressed to Customers that cooperate with entities that might directly or indirectly compete with the Producer.
3. Except for instances described in Point 2, access to Polityka Insight (for the purpose of the User’s professional activity) is possible on conditions set out in the Terms and Conditions for:
 - a. current Customers (without territorial restraints) after they conclude their Contracts;
 - b. Institutional Customers after they conclude their Contracts;
 - c. as part of Trial Access.
4. Polityka Insight cannot be regarded as offering consultancy services, particularly those relating to finance, tax, investment, insurance or legal services. The Producer shall exercise due diligence so that data and information provided as part of Polityka Insight is reliable and accurate. The Producer shall not be liable

for the accuracy of data and information provided as part of Polityka Insight. The Producer shall not be responsible for how information provided as part of Polityka Insight is used, neither by Users, nor third parties.

5. Requests to subscribe Polityka Insight will be collected by the Producer's sales representative as stipulated in Section VIII of the Terms and Conditions.

III. POLITYKA INSIGHT'S ANALYTICAL PRODUCTS

1. Depending on the range of Polityka Insight's analytical products stipulated in the Contract, access to Polityka Insight may include the following services:

- a. Polityka Insight Premium (PI Premium), understood hereafter as:
 - i. PI Briefing sent on Working days to the Customer's email address included in the Contract or available after successfully logging in to Polityka Insight's website. PI Briefing is a review of key events in politics, economy and media, and also includes daily analyses with interactive headlines and leads prepared by Polityka Insight's team that contain links to Polityka Insight's database.
 - ii. Access to regularly updated Polityka Insight's database that contains, in particular: Briefing, Analyses, Database, Publications, Agenda, Tools.
 - iii. Access to Polityka Insight through a mobile app.
 - iv. Access to closed meetings organised by Polityka Insight for PI subscribers.
 - v. Optional (depending on the provisions of the Contract) Institutional access to Polityka Insight through IP addresses included in the Contract.
- b. Polityka Insight Finance (PI Finance), understood hereafter as:
 - i. Briefing sent on Working Mondays to the Customer's email address included in the Contract. The Briefing is a review of key facts and events in the financial and sectors.
 - ii. Access to sectoral alerts and analyses prepared by Polityka Insight's team.
 - iii. Access to closed meetings organised by Polityka Insight for PI subscribers.
- c. Polityka Insight Energy (PI Energy), understood hereafter as:
 - i. Briefing sent on Working days to the Customer's email address included in the Contract. The briefing is a review of key events in the energy sector that includes, in particular, the key events, trends, products and market-related personal information, as well as analyses with interactive headlines and leads prepared by Polityka Insight's team that contain links to Polityka Insight's database.

- ii. Access to three weekly sectoral analyses prepared by Polityka Insight's team (assuming that there are five working days in a week).
 - iii. Access to closed meetings organised by Polityka Insight for PI subscribers.
- 2. Access to Polityka Insight Premium is only possible after the User successfully logs in to Polityka Insight's website at www.politykainsight.pl and accepts the Terms and Conditions. Login data (login and password) will be passed on to the User after the Contract is concluded – the Producer will send them to the email address provided in the Contract or online form used to request Trial access.
- 3. Access to PI Finance and/or PI Energy is possible after clicking on the link included in the received newsletter. The link remains valid for 48 hours and allows three access attempts.
- 4. The login and password used by the Customer or User to access Polityka Insight should never be disclosed to unauthorised individuals.
- 5. The Customer and User shall protect data used to access Polityka Insight in order to avoid potential loss or theft. The Customer and User are responsible for consequences of disclosing login data to unauthorised parties.
- 6. In the event of loss or theft of Polityka Insight login data, the Customer or User should immediately contact the Producer at: kontakt@politykainsight.pl.
- 7. At any given time, the User may unsubscribe PI Briefing by clicking on the link provided in the PI Briefing footnote („Click here if you want to unsubscribe PI Briefing”). The User's decision to unsubscribe PI Briefing does not involve termination or amendment of the Contract, nor does it affect the subscription fee stipulated in the Contract.

IV. LICENCE

1. The Producer declares that it is responsible for producing the database as defined by the act from July 27, 2001 on database protection and it is entitled to issue licences to the extent necessary to execute the Contract.
2. The Producer (for a fee and time period indicated in the Contract) grants the Customer non-exclusive, worldwide licence to use Polityka Insight for professional purposes in the number of access points indicated in the Contract, on the assumption that the use of Polityka Insight website by a single User requires the Producer to issue a separate licence unless otherwise stated.
3. The Producer grants the Customer a licence to use Polityka Insight through the number access points included in the Contract that covers the following fields of operation:
 - a. storing, loading, browsing, displaying Polityka Insight and separate Works that constitute Polityka Insight for professional purposes,
 - b. making a single printout of particular Works that constitute Polityka Insight,
 - c. using a maximum of 4 (four) IP addresses a day when accessing Polityka Insight,
 - d. using Polityka Insight mobile app on a maximum of 2 (two) mobile devices (in case of PI Premium).

4. Under this licence, neither the Customer nor the User is entitled to:
 - a. resell, transfer, disseminate in its entirety or part the Polityka Insight website or Works that constitute Polityka Insight or their parts;
 - b. further licence, lease, lend or hire Polityka Insight, nor Works that constitute Polityka Insight,
 - c. compile content offered by Polityka Insight so that such compiled work contains Polityka Insight data that can be used commercially,
 - d. copy or reproduce Polityka Insight, the Works or their parts.
5. The licence authorises the User to use the Works offered by Polityka Insight for internal and professional purposes only.

V. TECHNICAL REQUIREMENTS

1. In order to use Polityka Insight, Users need to comply with the following technical requirements:
 - a. have access to an email account, which shall be used to grant access to Polityka Insight;
 - b. be able to access the internet (cable or wireless), only locally downloaded .jpg and .pdf files will be available offline;
 - c. have access to internet browser that allows the content to be loaded and displayed on the computer screen: PC/Mac Safari 10+, Internet Explorer 11+, Edge 15+, PC/Mac Firefox 54+, PC/Mac Chrome 60+, iPhone/iPad iOS 10+ Safari, Chrome Mobile 59+;
 - d. have access to software that reads .jpg and .pdf files;
 - e. have access to mobile devices (smartphones, tablets) with the Android (2.2 +) operating system or iPhone/iPad iOS (10+)
2. The Producer cannot guarantee that accessing Polityka Insight will be possible when User's devices contain newer versions of operating systems than those described in Section 1. The Producer shall use best efforts to improve Polityka Insight accessibility in the shortest time possible.
3. The Producer shall not be responsible for failing to provide access to Polityka Insight or its elements if the User has changed their email account and failed to inform the Producer.
4. The cost of meeting technical requirements necessary to access Polityka Insight, which is the subject of this Contract (and its further amendments), which includes the installation of an appropriate browser, shall be borne by the Customer.

VI. LICENCE FEE

1. The licence fee for accessing Polityka Insight's analytical services is negotiated individually and included in the Contract unless access to Polityka Insight is realised as Trial access and the consent to send commercial information via an electronic communication channel has not been withdrawn or the objection to data processing referred to in point VII point 8 of these Terms and Conditions. The fee is transferred on the basis of a VAT invoice to the bank account included on the VAT invoice.

VII. TRIAL ACCESS

1. The provisions of the Terms and Conditions also apply to Users who were granted Trial access to Polityka Insight on the basis of the Producer's decision, particularly with regard to licencing conditions included in Section IV.
2. Trial access is free of charge. The provisions of the Contract regarding the licence fee do not apply to Users that take advantage of Trial access.
3. In order to request Trial access to Polityka Insight Premium, Customers need to complete a form available at <https://www.politykainsight.pl/politykainsight/trialaccess>.
4. In order to request Trial access to PI Finance, Customers need to complete a form available at <https://www.politykainsight.pl/pi-finance/rejestracja>
5. In order to request Trial access to PI Energy, Customers need to complete a form available at <https://www.politykainsight.pl/pi-energy/rejestracja>
6. With each request, the Producer makes an individual decision on the length of Trial access to Polityka Insight's analytical products; the length of the trial period will be confirmed in an email sent to the Customer.
7. Data provided in the Trial access order form, including the email address, will be used to receive trial access to Polityka Insight and implement the Producer's legally justifiable goals.
8. The Producer reserves the right to verify, by any means available, the user data and authenticity of provided information.
9. The condition for using free trial access to any analytical service provided by Polityka Insight is to give consent to sending commercial and marketing information via an electronic communication channel. In case of withdrawal of consent to send commercial information via an electronic communication channel or in case of objection to data processing as part of the trial access, the User has the option of either resigning from receiving further trial access or switching to paid access according to these Terms and Conditions from the moment of withdrawal of consent or objection.

VIII. CONCLUDING THE CONTRACT

1. To conclude the Contract, Customers have to contact the Producer's sales representative at: kontakt@politykainsight.pl.
2. After receiving the Customer's request, the Producer's representative shall contact the Customer within three Working days in order to complete the order for Polityka Insight.
3. The Producer reserves the right to verify, by all means available, the Customer's data and the authenticity of provided information. The verification shall be completed before the Contract is concluded
4. The Customer shall be granted access to Polityka Insight after the Contract has been concluded and the licence fee included in the Contract paid unless the Contract states otherwise.

IX. RESPONSIBILITY

1. In the event of Force Majeure or technical problems that are independent from the Producer and which prevent (permanently or temporarily) the implementation of the Contract, the Producer reserves the right to limit access to Polityka Insight. In such event, the Producer shall immediately inform the Customer and provide the reason that prevents the Contract from being concluded or implemented.
2. Neither Party of the Contract shall be liable towards the other Party involved for failing to perform or improper performance of the Contract caused by Force Majeure as long as the Party obligated immediately informs the other Party about such incident and undertakes economically reasonable efforts in order to fulfil due obligations as fast as practical.
3. The Producer cannot influence and shall not be responsible for unavailability of Polityka Insight, and its improper functioning caused by the behaviour of IT systems that are not administered by the Producer, but which are required for this publication to be available and function properly, including the behaviour of entities that provide internet access or in the event that can be viewed as Force Majeure.
4. To the extent permitted by current legal regulations, subject to Article 473 § 2 of the Civil Code, the Producer's liability shall be excluded for any consequences that involve the use of Polityka Insight, which is the subject of this Contract, including damages that are the result of using or failing to use PI services, in particular for damages that might be the result of possible errors included in Polityka Insight. This liability exclusion shall continue after the Contract has been terminated or expired, regardless of what caused the Contract's termination or expiry.
5. The Contract may include a contractual penalty provision for violating Polityka Insight's conditions of use stipulated by the Contract and Terms and Conditions.

X. PERSONAL DATA PROTECTION

1. Access to Polityka Insight's services and the execution of this Contract requires the Producer to process Users' and Client's personal details. The Producer is the controller of personal data.
2. Personal data are processed in order to:
 - a. implement the contract for the provision of services, in particular the provision of granting license to a selected analytical service provided by Polityka Insight (legal basis for processing: Article 6 paragraph 1 point b of the GDPR)
 - b. sending by e-mail commercial or marketing information related to the controller (legal basis for processing - Article 6 (1) letter f) GDPR - legitimate interest of the data controller in the form of direct marketing of own products and services)
 - c. tax settlements (legal basis for processing - Article 6 (1) (c) - in particular the Act of 29 September 1994 on accounting)

3. Personal data may be transferred to entities providing technical, IT, legal or accounting services to the controller. Since the Producer uses IT systems with servers situated within the territory of the United States (US), some personal data may be transferred to the US. Such transfers take place on the basis of an agreement concluded between the administrator and the supplier, having its registered office or operational center in the US, based on standard contractual clauses approved by the European Commission. Suppliers of IT systems used by the administrator guarantee an adequate level of personal data protection, as required by the provisions of European law. More information on the concluded data transfers outside the European Economic Area, including information on the security applied by the providers, can be obtained at the following e-mail address: kontakt@politykainsight.pl.
4. Personal data will be kept for the period necessary to perform the contract, and then until the time limits for possible claims or until the obligation to store data resulting from generally applicable provisions of law, including the obligation to keep accounting and tax documents (depending on which of the mentioned events will take place later). In the case of data processing based on the legitimate interest of the data controller in the form of direct marketing of own products and services, the data will be processed up to the time of potential objection.
5. Users have the right to access their personal data, correct them, delete or limit processing, as well as the right to object to the processing and the right to transfer data. All of this is possible under Articles 16 – 21 of GDPR and requires Users to contact the Producer at kontakt@politykainsight.pl. If the User suspects that the Producer's processing of their personal information violates the existing regulations, they can file a complaint with the head of the Personal Data Protection Office. Providing such data is voluntary, but required to conclude and perform the contract.
6. In cases when User's data is transferred to the Producer by the Customer, the latter is considered to be the provider of such data. The Customer provides the Producer with the following information about Users: their name and surname, email address, place of employment, job title, employment sector, sex, telephone number. The exact scope of personal details provided by the Customer may, however, vary, depending on the purpose why such data is being provided.
7. The User may, at any time, withdraw consent to send commercial information via an electronic communication channel, by sending a message to the address kontakt@politykainsight.pl
8. Polityka Insight uses cookies, i.e. text files stored on the computer hard drive owned by the Customer. The cookies mechanism is not used to acquire any information about the Customer and is only used to store the Customer's browsing parameters, their login status, to aggregate statistical data on the Customer's activities and preferences as well as to improve the service in line with existing standards. The Customer can delete cookies or change their settings in the browser's preferences. Clearing or changing the browser's cookies settings might affect access to Polityka Insight's website
9. Polityka Insight's privacy policy contains more details about data processing and the use of cookies <http://www.politykainsight.com/privacypolicy>
10. Polityka Insight's analytical services are aimed at adults. Personal data of minors are not collected nor processed.

XI. ENDING OR TERMINATING THE CONTRACT

1. A Contract for a specified period ends with the expiry of the agreed time period. The User's access to Polityka Insight expires if the Contract includes relevant provisions in this regard, when the User is not a contracting Party.
2. The User's Trial access to Polityka Insight expires with the completion of the trial period granted by the Producer
3. The Producer is entitled to terminate the Contract or part of the Contract with immediate effect if the Customer is responsible for a gross violation of contractual provisions or the Terms and Conditions. Such gross violation involves:
 - 1) payment that is over 14 (fourteen) days overdue,
 - 2) transferring Polityka Insight login data to an unauthorised individual,
 - 3) violating Polityka Insight licencing conditions,
 - 4) disseminating PI Briefing, Works that constitute Polityka Insight or their parts to unauthorised individuals.
4. If the Contract is terminated, the Customer's right to access Polityka Insight ends, and the licence discussed in Section IV expires.

XII. THE COPYRIGHT

1. The Producer holds copyright to Polityka Insight and Works that are available after accessing Polityka Insight.
2. All Works that constitute Polityka Insight are protected under the provisions of law, in particular: the copyright and related rights act from February 4, 1994 (Journal of Laws 2017, Item 880, later referred to as the copyright); database protection act from July 27, 2001 (Journal of Laws 2001 No. 128, Item 1402); unfair competition act from April 16, 1993 (Journal of Laws 2003 No. 153, Item 1503).
3. Polityka Insight is an electronic database that can be considered individual Work. Polityka Insight is not a publicly accessible database, nor is it available within the meaning of the act from July 27, 2001 on database protection. Polityka Insight does not qualify for fair use except for non-commercial individual scientific research.
4. The use of Polityka Insight or the Works that violates the Contract, Terms and Conditions or provision of law without prior consent of the Producer is forbidden. It is forbidden to copy (reproduce), sell, disseminate the site in any form, as well as disseminate Works that constitute Polityka Insight that can be viewed as separate articles that include current political, economic or religious topics. Illegal use of Works may be persecuted in accordance with the civil or criminal law.
5. The Producer declares that the database may contain an electronic copyright, which is not visible to the User, which takes advantage of, in particular, the watermark technology.
6. Except for the licence granted under the Terms and Conditions, the User is not entitled to a secondary use of Polityka Insight's database.

XIII. COMPLAINTS

1. The Producer reserves the right to temporary restrict access to a section or complete Polityka Insight website due to necessary maintenance work, as well as the right to introduce new graphical and functional solutions, including ones that increase the level of Polityka Insight's security and quality.
2. Any complaints regarding access to Polityka Insight shall be sent to: kontakt@politykainsight.pl. The email should include the following information:
 - 1) name of entity submitting the complaint or – alternatively – name of the contact person,
 - 2) subject of the complaint,
 - 3) contact email address.
3. All complaints will be processed by the Producer within seven Working days from the date they were received providing they contain all above-mentioned information.
4. All other queries and comments regarding the functioning of the service may be sent to the website administrator: kontakt@politykainsight.pl

XIV. FINAL PROVISIONS

1. Accessing Polityka Insight's analytical products is equivalent to accepting the Terms and Conditions.
2. The User declares that he / she uses the Insight Policy for professional purposes and therefore does not have the status of a consumer within the meaning of art. 22 (1) of the Act of 23 April 1964. The Civil Code.
3. The email address provided by the Customer in the Contract or in the online form shall be used for all forms of contact, including announcements and other activities that involve services stipulated in the Terms and Conditions, except for provisions regarding complaints.
4. The User is obliged to install and regularly update antivirus software on all devices used to access Polityka Insight. The Customer is prohibited from entering illegal content online.
5. Actions taken by the User shall be treated under the Terms and Conditions as actions of the Customer, with all possible consequences for the Customer.
6. Matters not regulated in the Terms and Conditions shall be governed by applicable provisions of the Polish law.
7. Disputes that involve the implementation and interpretation of the Contract and Terms and Conditions shall be settled by common courts with territorial jurisdiction over the Producer's registered office.
8. The Terms and Conditions come into effect on November 27, 2020.
9. The Producer might also amend the Terms and Conditions, in such event the Customers shall be notified with relevant information sent to their email address or published on www.politykainsight.pl website.