

1. DEFINITIONS

For the purposes of the Terms and Conditions, the terms listed below shall have the following meaning:

1.1. "Website" - means this website, available on the Internet at the following address: www.posnania.eu

1.2. "User" - shall mean a person who uses the functionalities of the Website via the Internet computer network. Only an adult person or a person who is at least 13 years old and uses the Website with the consent and knowledge of the statutory representative may be a User.

1.3. "Administrator" - shall mean the operator and owner of the Website, i.e. Centrum Posnania sp. z o.o. with its registered office in Warsaw (postcode: 00-133), at Aleja Jana Pawła II 22, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the city of Warsaw, Poland, XII Commercial Division of the National Court Register under KRS number 0000523461, NIP: 527-27-20-521, REGON: 147424915, with share capital of PLN 400,000.00.

1.4. "Services" - shall mean services provided electronically by the Operator through the Website, consisting in providing access to the Website functionality within the scope referred to in item 2.4. of the Terms and Conditions. In order to use some Services the User may be required to register or integrate with a Facebook or Google account.

1.5. "Partner" - means an entity with which the Operator has concluded a separate cooperation agreement, which, on separate terms, offers the Users sales of goods or services related to its activity in the Shopping Centre (e.g. shops, service providers, event organisers). The number of Partners is variable. Information on current Partners shall be available on the Website.

1.6. "Registration" - means a one-time activity, consisting of setting up Accounts by User with the use of the registration panel made available within the Website by the Operator.

1.7. "Account" - shall mean the User's account containing their data, maintained by the Operator under a specific name, which can be accessed via the Website after the User has registered.

1.8. "Seller" - means the Seller described in clause 2.6(a) of the Terms and Conditions, i.e. Mrs. Kira Dobroczyńska conducting business activity under the name Top Mobile Kira Dobroczyńska with its registered office in Warsaw, 02-956, ul. Królewicza Jakuba 13 lok. 2, entered in the Central Register and Information on Business Activity (CEIDG), REGON number: 016374455, NIP: 525-208-25-72.

1.9. "Shopping Centre" - means the Posnania Shopping Centre located at ul. Pleszewska 1 in Poznań.

1.10. "Terms and Conditions" means these Terms and Conditions for the provision of Services by electronic means.

2. GENERAL TERMS AND CONDITIONS OF USING THE WEBSITE

2.1. The Terms and Conditions set forth the terms, scope and conditions of use of the Services provided by the Operator through the Website.

2.2. During the Registration process the User is obliged to confirm that they have read the content of the Terms and Conditions and accept their application and undertake to

observe them. Submitting the above statement is a prerequisite for accessing part of the Website's functionality. The Terms and Conditions are available in a suitable tab on the Website. Using the Website without registration is tantamount to acceptance of the Terms and Conditions. If the User does not agree with the provisions of the Terms and Conditions, they should not use the Website.

2.3. The User is obliged to use the Website in a manner consistent with the applicable law, social and moral standards and provisions of the Terms and Conditions.

2.4. The User may obtain access to the following Services via the Website:

- a) information about the Shopping Centre,
- b) information about the Partners of the Shopping Centre,
- c) information about events taking place in the Shopping Centre,
- d) information about special offers directed to the Users of the Website,
- e) configuring lists of preferred Partners' shops,
- f) integrating an account on the Website with an account on Facebook or Instagram social networks,
- g) access to one's Account on the Website after Registration, access to the plans of the Shopping Centre,
- h) switching to the websites of Partners whose offer is presented on the Website.

2.5. The Operator shall not be liable for the content on the Website provided by the Partners. The Terms and Conditions do not specify the rules of purchasing goods or services from Partners, nor do we mediate in their delivery. The sale of goods or services by the Partners is governed by separate rules or terms and conditions specified by the Partners.

2.6. Should Website offer to purchase goods or services, the rules of purchase of those goods or services shall be subject to separate terms and conditions. Before paying for the service offered by the Partner, the User should familiarize themselves with the service terms and conditions and accept it accordingly. Additionally, in the case of services which can be paid for via electronic payments provided by the PayU payment portal, i.e. online payments via fast transfers and payment cards, the following rules are accepted:

- a) the operator and Seller of such services is: Kira Dobroczyńska conducting business activity under the name Top Mobile Kira Dobroczyńska with its registered office in Warsaw, 02-956, ul. Królewicza Jakuba 13 lok. 2, entered in the Central Register and Information on Business Activity (CEIDG), REGON number: 016374455, NIP: 525-208-25-72.
- b) the service provider is responsible, among others, for the confirmation of receipt of payment for the service, the completion of the service, terms of withdrawal from the purchased service, consideration of complaints related to providing the service;
- c) complaints related to providing the service should be sent to the address of the service provider indicated in the terms and conditions of the given service;

d) The terms and conditions are specified by the operator of such transactions, i.e. PayU S.A. with its registered seat in Poznań, 60-166, ul. Grunwaldzka 162, entered in the register of entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register under the number KRS 0000274399, with an initial capital of 4.944,000 PLN, fully paid, with tax identification number NIP: 7792308495, REGON 300523444.

2.7. The Operator undertakes to provide the Service under the conditions specified in the Terms and Conditions. The agreement for the provision of services by electronic means shall be concluded upon acceptance of the Terms and Conditions referred to in item 2.2. and after the User has selected the appropriate URL from the websites indicated by them or after the User has used redirection from other third party websites. The above shall constitute the moment of concluding the agreement on provision of Website Services electronically.

2.8. The cost of data transmission required for the use of the Website shall be covered by the User on their own, on the basis of agreements concluded with telecommunications operators or other Internet providers. The Operator shall not be liable for the amount of fees charged for the use of data transmission necessary for the use of the Website.

2.9. It shall be prohibited for the User to provide, through and within the scope of the use of the Website, content of illegal nature which constitutes an absolute violation of law and good manners, in particular:

a) obscene or vulgar,

b) inciting to hatred, in particular on account of race, sex, nationality, nationality, sexual orientation,

c) insulting religious feelings or irreligiousness,

d) promoting totalitarian ideologies, in particular National Socialism or Communism, and questioning historical facts, e. violating the personal rights of any third parties,

e) violating the rights of third parties, including intellectual property, in particular the rights to the trademark or other distinctive signs and copyrights, related rights, personal rights, Image rights;

f) promoting, encouraging or instructing to commit criminal activities,

g) prepared in a way that may pose a threat to the proper functioning of the IT system of the Operator, other Users or Partners.

2.10. A person who becomes aware of the fact that any content made available through the Website is illegal or violates the Terms and Conditions may report this fact to the Operator at the e-mail address kontakt@poznan.pl, which is intended for reporting violations.

2.11. In the event of receiving a notification or obtaining a credible message about the unlawful nature of the content made available through the Website, the Operator shall be entitled to prevent access to such content or remove it from the Website system.

2.12. The Operator shall not be liable for: damages resulting from the infringement of third party rights by the User, damages resulting from interruption

to the availability of all or particular features of the Website, as well as for information, services, applications and websites provided by third parties or Partners.

2.13. The Operator shall not be liable for any limitations or technical problems in the ICT systems used by the Website Users which prevent or limit the use of the Website and services offered through it.

3. USER REGISTRATION AND INTEGRATION WITH FACEBOOK AND GOOGLE ACCOUNTS

3.1. Users can:

a) use the Website without registering or logging in,
or

b) register on the Website by using the available tools and log in to the Website with the access credentials established during Registration, or

c) log in to the Website using access credentials from Facebook or Google.

3.2. The use of some functionalities of the Website is not possible in the case referred to in item 3.1. a). In order to use some Services, the User may be required to register or integrate with a Facebook or Google account.

3.3. Registration requires the User to provide data marked as obligatory within the registration form and to confirm having read the content of the Terms and Conditions and accepting their provisions.

3.4. After providing the login and password, the User is registered and logged into the Account on the Website. The User has the right to change the password at any time.

3.5. During Registration, as well as while using Services, the User is obliged to provide truthful data and keep the password and login secret and to not make them available to other persons. Using untrue, outdated, incorrect or incomplete data or data of other persons constitutes a violation of the provisions of the Terms and Conditions.

3.6. The Operator may extend the registration form with additional fields, the completion of which is voluntary (optional data). The User may also be asked to provide optional data within their Account or in order to use additional functionalities of the Website.

3.7. Users are fully and exclusively responsible for the content of the data provided by them.

3.8. The Operator does not verify in any way the identity of the Users during their Registration.

3.9. The Website enables integration with the User's account on Facebook or Google. However, such integration is not necessary to use the Website and Services. The Website User may at any time remove the integration referred to in the preceding sentence.

3.10. The integration takes place within the scope and according to the rules set out in the terms and conditions of Facebook and Google. Users who connect to the Website through their Facebook accounts have a backup of their settings (favourites). An additional effect of logging in with a Facebook account is displaying the name of the logged in user on the Website together with their photo downloaded from Facebook. However, this data remains exclusively on Facebook and is not saved on the Website.

3.11. A User of the Website may have one Account. The use of someone else's Account and making the Account available to third parties constitutes a violation of the Terms and Conditions.

4. PERSONAL DATA

Personal data is administered by Centrum Posnania Sp. z o.o. Aleja Jana Pawła II 22 00-133 Warszawa (hereinafter referred to as Company)*. The Company has appointed a Data Protection Inspector, contact: IOD@apsysgroup.pl. Personal data within the scope specified in forms shall be processed by the Company in order to provide the Newsletter service, on the basis of Article 6(1)(b) and (f) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 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 (IDC), i.e. for the purpose of performing a contract (even if concluded verbally or by means of accepted terms and conditions), as well as for a legally justified purpose understood as the identification of the customer and possible resolution of a complaint. Personal data may be disclosed to the Company's employees or associates, as well as to entities providing support to the Company on the basis of commissioned services and in accordance with the concluded entrustment agreements. Personal data processed for the aforementioned purpose shall be processed for the period of using the service and for archiving purposes for 10 years. Each person has the right of access to the content of their data and its correction, deletion, restriction of processing, the right to transfer the data or to object to their processing, the right to withdraw consent at any time without affecting the lawfulness of data processing before its revocation. The data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data violates the provisions of the GDPR. Providing personal data is voluntary.

The data is processed for the following purposes:

- providing the Services,
- explaining the circumstances of possible use of the Services not in accordance with the Terms and Conditions or applicable law (unauthorized use),
- considering possible complaints about the Services; and in the following scope:
- data provided at User Registration: name and surname, email address, telephone number,
- other data entered in the electronic forms of individual services of the Partners,
- cookies,
- technical data related to the administration of the Website service.

Providing data in electronic forms is voluntary, but it is necessary for the Operator or respectively the Partner to provide certain services, while collecting other data is necessary for the functioning of the Website. Details concerning the purpose of processing of particular data or data classes can be found in the Privacy Policy. The data subject has the right to access and correct their data.

4.1 The Administrator does not make the Users' personal data available to third parties, in particular to the Partners who are the authors of the sent content.

4.3. The Administrator may process the User's personal data for marketing purposes and send commercial information to the User, provided that the User agrees to this during the Registration or while using the Website. Consent to the processing of data for marketing purposes and sending commercial information may be revoked at any time, also by mail to the address of the Operator.

5. COMPLAINTS

5.1. Complaints related to the functioning of the Website may be submitted by the User: a) to the address of Posnania, ul. Pleszewska 1, 61-136 Poznań, or b) via e-mail to kontakt@posnania.eu c) with the note "Complaint - Website".

5.2. A complaint should include: User name, e-mail address provided during Registration, as well as a detailed description and reason for the complaint.

5.3. The Operator shall consider the complaint within 14 working days from the date of its receipt and shall inform the User by e-mail about the manner of its consideration.

5.4. If the data or information provided in the complaint needs to be supplemented, the Operator shall request the complainant to provide additional information before the complaint is considered. The time of providing additional explanations by the User shall extend the time of the complaint consideration.

5.5. Any other notifications, comments or questions concerning the functioning of the Services or the Website may be sent to the following e-mail address: kontakt@posnania.eu.

6. TERM OF THE AGREEMENT FOR THE PROVISION OF ELECTRONIC WEBSITE SERVICES

6.1. For Users who have not registered, the agreement to provide Website Services electronically is concluded for a fixed period of time and is valid until the User leaves the Website. For registered Users, the agreement for the provision of services by electronic means is concluded for an indefinite period of time.

6.2. The terms of the agreement for the provision of Website Services by electronic means in the case of Registered Users:

a) Logging out of the Account or stopping using the Website during the term of the agreement for the provision of Services does not result in termination of the agreement. For the avoidance of doubt, it is assumed that if the User logs back in to their Account and provides the same login and password for which the previous Registration was made during the re-registration, this only confirms

the terms and conditions of the agreement previously in force, and does not lead to the conclusion of another agreement for the provision of services by electronic means.

b) Registered Users may at any time stop using the Website Account or terminate the agreement without notice, in particular if they do not accept the changes introduced in these Terms and Conditions, the Privacy Policy or modifications to the functionality of the Website.

c) The Operator and the User are entitled to terminate the agreement for the provision of Website Services by electronic means at any time with a 30-day notice.

d) The agreement for electronic provision of Website Services shall expire at the end of the 30-day notice period counted from the date of de-registration from the Website. The Agreement is terminated by de-registering from the Website system, which means sending an appropriate statement to the Operator's e-mail address: kontakt@posnania.eu.

e) Upon termination of the Agreement for the provision of Website Services, the User shall be obliged to stop using the Account.

f) The Agreement for electronic provision of Website Services may be terminated by the Operator for a valid reason. A reason shall be deemed valid:

- in case of infringement of the provisions of law or the rights of third parties, in particular infringement of the Image rights and property or personal copyrights,
- in case the User conducts activities that violate the security of the Operator's ICT system,
- in case the User violates the provisions of the Terms and Conditions,
- when the provision of Website Services is permanently ceased,
- if required by a court decision or decision of a public authority.

The termination referred to in item 6.2(f) shall have immediate effect, except for termination due to permanent cessation of the provision of the Website Services, which shall take place with 30 days' notice.

6.3. Termination of the agreement by either party does not create any fees (is free of charge).

7. FINAL PROVISIONS

7.1. The Terms and Conditions are available free of charge, in Polish and English in the appropriate tab on the Website and are valid from 19 October 2016.

7.2. The resolution of possible disputes arising between the Operator and the User who is a Consumer, shall be submitted to the competent courts in accordance with the relevant provisions of the Civil Code. In case the User is a Consumer with respect to the use of the Services referred to in item 2.4. of the Terms and Conditions, the User has the right to have complaints considered and to assert claims on this account:

- a) through mediation by inspectors of the Provincial Commercial Inspection;
- b) before the Permanent Consumer Arbitration Courts at Provincial Commercial Inspection offices. Mediation is available by submitting

an application by the consumer to the relevant Provincial Commercial Inspectorate, and permanent amicable consumer courts are available by submitting a request by the consumer to the relevant Permanent Consumer Arbitration Court.

7.3. Should this document be amended, the User shall be informed by a note on the Website containing a summary of the changes and their effective date. Users who have an Account shall be additionally informed of the changes together with their summary to the e-mail address indicated by them during Registration. The effective date of the changes shall not be shorter than 14 days from the date of their announcement. If the User who has an Account does not accept the new Terms and Conditions, they shall be obliged to notify the Operator of this fact within 14 days from the date of notification of the change of the Terms and Conditions or delete the Account. Lack of acceptance shall result in termination of the Agreement.

7.4. In all matters not regulated by these Terms and Conditions, the provisions of the generally applicable Polish law shall apply, in particular the provisions of the Civil Code, the Personal Data Protection Act and the Act on Provision of Electronic Services.

Appendix 1 to the Terms and Conditions of the Posnania Website

1. This document constitutes the privacy policy ("Privacy Policy"/"Policy") for the Website designed for the customers of the Shopping Centre in accordance with the Terms and Conditions.

2. The rules of data processing are explained below.

3. This Policy defines the manner of collecting and using data related to the use of the Website.

4. The Privacy Policy is available at www.posnania.eu.

5. The administrator of the data collected from the Users of the Website including personal data: Centrum Posnania sp. z o.o. with its registered seat in Warsaw (postal code): 00-133), at Aleja Jana Pawła II 22, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the city of Warsaw, Poland, 12th Commercial Division of the National Court Register under KRS number 0000523461, NIP: 527-27-20-521, REGON: 147424915, with share capital of PLN 400,000.00.

6. The Administrator shall not make the collected Users' personal data available to unrelated entities without the consent of the Users concerned, unless the Administrator cooperates with external entities in order to provide or sell services available at Posnania, including the Seller, in which case these entities are not authorised to independently use the personal data processed on behalf of the Administrator, and their activities are subject to the provisions of this Privacy Policy

7. Website Operator contact details: kontakt@posnania.eu

8. The following data is collected and used through the Website: User registration data: name and surname, email address, telephone number; the above data is necessary to use all functionalities of the Website.

9. The Website performs the functions of data acquisition in the following way:

1. through data voluntarily entered by the User in forms;

by storing cookies in the terminal equipment;
by storing technical data on servers.

10. The communication between the Website and the Operator's systems is carried out using https encrypted connection.

11. Personal data is used for the following purpose: -using the services available in the Shopping Centre.

12. In the case of integration of the Website Account with a Facebook or Google account, the User shall provide their name, surname, avatar and email address from Facebook.

13. Should the User choose to access the Website via their Facebook or Google account, the content and personal data shall be made available to those social networks. The User acknowledges that such information may be published under their account on a social network. The User acknowledges and agrees that the use of their personal information by social networking sites, including the data provided to social networking sites through the Website, is subject to the terms of those sites' privacy policies. If the User does not wish to have information about them collected by social networking sites, they should review the privacy policy of the site and/or log out of the social networking site before using the Website.

14. Information about cookies:

a) The Website uses cookies.

b) Cookies are IT data, in particular text files, which are stored in the terminal equipment of the Website User and are designed to use the individual functions of the Website.

c) The Operator is the subject placing User cookies on the terminal equipment of the Website and obtaining access to them.

d) Cookies are used for the following purposes:

1. creating statistics that help to understand how Website Users use the Website, which allows to improve its structure and content;

2. maintaining the Website User session (after logging in), thanks to which the User does not have to re-enter the login and password on the required Website tabs;

e) We recommend reading the privacy policy of these companies in order to learn the rules of using cookies used in the statistics: Google Analytics privacy policy

f) Cookies may be used by advertising networks, in particular the Google network, to display ads tailored to the way the User uses the Website. For this purpose, they may retain information about the User's navigation path or the time of staying on a given page.

g) In terms of information about the User's preferences collected by the Google advertising network, the User may view and edit the information resulting from cookies using the following tool: <https://www.google.com/ads/preferences/>.

15. Server Logs

a) Information about some of the users' behaviours are logged on the server layer. This data is used only to administer the service and to ensure the most efficient service of the hosting services provided.

b) Viewed resources are identified by their URLs. Furthermore, the following features may be recorded:

1. time of inquiry,
2. time of server response,
3. the name of the client's station - identification carried out by the HTTP protocol,
4. information about errors that occurred during execution of HTTP transactions,
5. the URL of the page previously visited by the user (referrer link) - if the User accessed the Service through a link,
6. information about the user's browser,
7. User's IP address.

a) The above data is not associated with specific people browsing the pages.

b) The above data is used only for the purpose of administration of the server.

16. Cookie management - how to give and withdraw consent

a) Users who do not want to receive cookies can change their browser settings. We reserve the right to disable the use of cookies necessary for authentication processes, security, maintenance of user preferences may make it difficult, and in extreme cases may prevent the use of [websites](#).

b) In order to manage the settings of cookies, select your web browser/system from the list below and follow the instructions:

1. Internet Explorer
2. Chrome
3. Safari
4. Firefox
5. Opera
6. Android
7. Safari (iOS)
8. Windows Phone
9. Blackberry.

17. Personal data of Website Users shall not be transferred outside the European Economic Area (EEA).

18. Without the consent of a registered User of the Website, the Website shall not publish any information concerning the User.

19. Each User of the Website has the right to access his own personal data processed by the Administrator, including the right to: correct,

amend, delete and withdraw consent to processing of personal data. Users may exercise the above rights by contacting the Operator of the Website.

20. This Privacy Policy may be amended or updated from time to time. Any changes to this Privacy Policy will be effective upon publication of the revised Privacy Policy via the Website. Should any amendments be made that constitute significant changes and require User consent under the applicable law, Users shall be notified via the Website and asked for consent if necessary.

21. This Privacy Policy is effective as of 19th October 2016.