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## REGULATIONS OF PROUVÉ WEBSITE AND FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

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### 1. What do the definitions used mean?

In the Regulations of Prouvé Website and for the Provision of Services by Electronic Means, all capitalized terms shall have the following meanings:

- 1) **Partner Account (the Account)** – an account in the Prouvé Website to which the Partner is granted access by Prouvé and may log in by using its username and password;
- 2) **Prouvé Brand (the Brand)** – the entirety of rights (including copyright and industrial property) to which Prouvé is entitled regarding trademarks and industrial designs, either reported or registered by Prouvé at the Polish Patent Office, the European Union Intellectual Property Office (EUIPO), the World Intellectual Property Organization (WIPO) or the patent office of the country concerned;
- 3) **Prouvé Partner (the Partner)** – an entity that is bound with Prouvé by the Agreement;
- 4) **Products** – the products marketed by Prouvé under the Prouvé Brand, including handouts and marketing items;
- 5) **Prouvé (the Provider)** – Prouvé spółka z ograniczoną odpowiedzialnością spółka komandytowa [a limited partnership] with its registered office at the following address: Wyścigowa 56H, 53-012 Wrocław, Poland; entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, Poland, the 6th Commercial Division of the National Court Register under KRS number: 0000665414, Tax Identification Number (NIP): 8992810863, REGON statistical identification number (REGON): 366657707, e-mail: [info@prouve.com](mailto:info@prouve.com);
- 6) **Regulations** – the Regulations of Prouvé Website and for the Provision of Services by Electronic Means;
- 7) **GDPR** – 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);
- 8) **Prouvé Website (Website)** – online website owned by Prouvé, which includes the Online Shop and the Partner Account, available to the Partner after logging in on the website at the address: [www.prouve.com](http://www.prouve.com) to the Partner Account;
- 9) **Prouvé Online Shop (the Shop)** – a part of the Prouvé Website available to the Partner after logging in on the website at the address: [www.prouve.com](http://www.prouve.com) to the Partner Account, enabling the Partner and Prouvé to enter into Product sale agreements on the terms and conditions set out in detail in the Terms and Conditions of Cooperation and the Career Plan, as well in the Regulations of Prouvé Online Shop;
- 10) **Agreement** – the distribution agreement concluded between the Partner and Prouvé, based on the application submitted by an Applicant and accepted by Prouvé. The Agreement, the Terms and Conditions of Cooperation and the Career Plan jointly determine the terms and conditions of cooperation between the Partner and Prouvé;
- 11) **Services** – services being provided by Prouvé within the Prouvé Website or by electronic means of communication, including email, as defined in the Regulations, without the simultaneous presence of the parties (at a distance);
- 12) **Customer** – a natural person or Partner who uses the Prouvé Website or other Services referred to in the Regulations;
- 13) **Act on Provision of Services by Electronic Means** – Act of 18 July 2002 on Provision of Services by Electronic Means (consolidated text: Journal of Laws of 2017, item 1219, as amended).

Other definitions, written in the Regulations with capital letters, shall have the meaning specified in the Agreement, the Terms and Conditions of Cooperation or in the Career Plan.

### 2. What are the issues covered by this document?

2.1. The Regulations of Prouvé Website and for the Provision of Services by Electronic Means are the regulations issued on the basis of the provision of Article 8 (1) (1) of the Act on Provision of Services by Electronic Means.

2.2. Prouvé offers the Services specified in the Regulations to the Customers.

2.3. The Customer's use of the Services is free of charge.

### 3. What is the scope of the Services provided by Prouvé?

3.1. Prouvé shall provide the following Services by electronic means of communication or within the Prouvé Website:

- 1) access to the general information about Prouvé,
- 2) access to online registration (electronic Application for Account creation), whereby the creation of an Account and the conclusion of an Agreement, as well as the terms and conditions of cooperation, including mutual rights and obligations of the parties, are specified in separate documents, i.e. the Terms and Conditions of Cooperation and the Career Plan, the content of which is available on the Prouvé Website at the following address: [www.prouve.com](http://www.prouve.com),
- 3) access to the Prouvé Online Shop after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com), where the Partner can buy Products offered by Prouvé to the Partners, whereby the detailed rules for the submission of orders and their execution, as well as the complaint procedure in connection with the conclusion of a sales agreement are regulated by the separate "Regulations of Prouvé Online Shop", the content of which is available in the Shop after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com),
- 4) access to the Partner Account after logging in on the website at the following address: [www.prouve.com](http://www.prouve.com), where the Partner shall obtain the access to:
  - a) the Structure,
  - b) the Rebate or Remuneration, broken down for particular calendar months,
  - c) the invoices issued for particular calendar months,
  - d) the Notification box,
- 5) access to the chat, where the Customers can communicate with each other using individual Partner Numbers, available after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com),
- 6) access to the information, instructional, marketing and advertising materials (including current Product catalogues) prepared by Prouvé for the Partners, available after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com),

7) access to the Prouvé Brand in the format made available by Prouvé for downloading by the Partners, available after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com),

8) access to the documents connected to the cooperation between the Partners and Prouvé, available after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com),

9) access to the principles of incentive and loyalty programmes, available after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com),

10) access to the information, events, news connected to Prouvé or the Partners, available after logging in to the Partner Account on the website at the following address: [www.prouve.com](http://www.prouve.com),

11) sending the ordered commercial information (i.e. information whose purpose is promotion of products or services or the Prouvé brand, as well Prouvé and its network of Partners) by electronic means of communication, including email.

3.2. The access to the Services referred to in the point 3.1. subpoints 1)-2) is available to all Internet users, without the need to meet any additional requirements, in particular registration or logging on to the website at the address: [www.prouve.com](http://www.prouve.com).

3.3. The access to the Services referred to in the point 3.1. subpoints 3)-10) is available only to the Partners who logged successfully into the Partner Account on the website at the address: [www.prouve.com](http://www.prouve.com).

3.4. The access to the Service referred to in point 3.1. subpoint 11) is available only to the Partners who, in the Agreement or after its conclusion, gave their consent to the sending of commercial information and consent to the use of telecommunication terminal equipment for direct marketing purposes, together with consent to the processing of personal data for marketing purposes.

3.5. The Service referred to in point 3.1. subpoint 11) is being provided on time and at a frequency determined unilaterally by Prouvé.

### 4. What are the technical requirements and the terms and conditions for the provision of Services by Prouvé?

4.1. The use of Services is possible if the Customer's Information and Communication Technology (ICT) system meets at least the following requirements:

- 1) it has access to the Internet,
- 2) it has access to Internet browser like Internet Explorer version 11 or higher, Mozilla FireFox version

53.0 or higher, Google Chrome version 58.0 or higher, Opera version 44.0 or higher, Safari version 5.1 or higher,

- 3) its Internet browser accepts cookies,
- 4) the website has a pixel resolution of at least 1024 x 768 pixels,
- 5) it has access to Java, Java Script, Acrobat Reader if required by the Service,
- 6) has an active and correctly configured e-mail account (e-mail address), if required by the Service.

4.2. Prouvé declares that in order to get to know the interests and needs of the Customer, it uses a cookie mechanism which, by storing short text information on the Customer's computer, allows to identify the Customer, and thus allows to get to know its interests and behavior. The Customer is able to specify the terms and conditions of storage or access to the above information using the settings of the software used to browse the Prouvé Website. The terms and conditions on privacy, including information about cookies are regulated in the Privacy and cookies policy, available on the website at the following address: [www.prouve.com](http://www.prouve.com).

4.3. The Customer shall be obliged to use the Services, including the Prouvé Website in the following way:

- 1) in a manner compliant with the provisions of the Regulations and in accordance with the provisions of generally applicable Polish law,
- 2) in a manner that does not interfere with the functioning of the Website, in particular by using specific software or equipment.

4.4. In addition, the Customer shall:

- 1) not to provide or transmit unlawful content, in particular content that infringes personal rights, intellectual property rights, including copyrights of both Prouvé and third parties, rules of social conduct or morality,
- 2) not to send or post unsolicited commercial information (so-called spam) on the Website,
- 3) not to share the data used to authorize the Partner Account with third parties,
- 4) not to use the Accounts of other Partners, as well as not to take any action to gain access to the data used to authorize the Account of another Partner.

4.5. Prouvé shall not be liable for the Customer's inability to properly use the Website and the Services offered through the Website due to technical problems or technical limitations in the computer system, ICT system or telecommunication infrastructure used by the Customer.

4.6. Prouvé shall not guarantee permanent availability of the Website or its flawless functioning.

4.7. Prouvé may suspend the operation of the Website due to the necessity to carry out specific works in it, e.g. maintenance or related to the extension or modification of Services provided by the Website.

4.8. Prouvé shall not be responsible for the content of external websites whose URL addresses have been placed on the Website, nor for decisions made by the Customer on the basis of information provided on the Website.

4.9. Prouvé shall not be responsible for the content exchanged between the Customers while using the chat service, as referred to in point 3.1. subpoint 5), including it shall not be responsible for the safe of any information or for the process of any personal data given therein.

## 5. How to log in to the Partner Account on the Prouvé Website?

5.1. Only the Customer who is a Partner may log in to the Partner Account on the Prouvé Website.

5.2. Logging in to the Partner Account on the Prouvé Website is done by providing a login, which is the e-mail address indicated to Prouvé by the Partner and an individual password.

5.3. The Partner shall be obliged not to disclose the data used to authorize the Partner Account to third parties and is responsible for any consequences of disclosure of such data.

5.4. Prouvé shall take all technically possible and reasonable measures to protect the data stored in the Partner Account against access and interference by third parties as well as against unauthorized use of the Partner Account.

## 6. How do we protect the personal data of natural persons?

6.1. In the course of providing the Services, Prouvé shall process the personal data of the Customer who is a natural person in accordance with the principles set out in the generally applicable law, including the GDPR and the Act on Provision of Services by Electronic Means.

6.2. The processing of the Partners' personal data in connection with the provision of the Services on the Prouvé Website is governed by the provisions of the Agreement and point 6 of the Terms and Conditions of Cooperation.

6.3. In connection with the provision of the Service of sending ordered commercial information, indicated in point 3.1. subpoint 11), Prouvé processes the following personal data of the Customer: its name, surname and e-mail address.

6.4. In connection with a Customer's complaint regarding the Services, under point 8, Prouvé

processes the following personal data of the Customer: its name, surname, e-mail address, correspondence address and Partner Number.

6.5. The provision of personal data by the Customer is entirely voluntary and does not involve any legal or contractual obligation. However, without providing such data, it is not possible to provide the Service to the Customer or to consider its complaint.

6.6. The Controller of the Customer's personal data is Prouvé spółka z ograniczoną odpowiedzialnością spółka komandytowa [a limited partnership] with its registered office at the following address: Wyścigowa 56H, 53-012 Wrocław, Poland; entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, Poland, the 6th Commercial Division of the National Court Register under KRS number: 0000665414, Tax Identification Number (NIP): 8992810863, REGON statistical identification number (REGON): 366657707, e-mail addresses: [info@prouve.com](mailto:info@prouve.com); [do@prouve.com](mailto:do@prouve.com), website address: [www.prouve.com](http://www.prouve.com).

6.7. Processing of personal data may take place for the purpose of providing the Service or processing of complaints, on the following bases:

- 1) the consent given by the Customer (article 6 (1) point (a) of the GDPR) or:
- 2) the processing of personal data is necessary for the conclusion or performance of an agreement for the provision of the Service (article 6 (1) point (b) of the GDPR),
- 3) the processing of personal data is necessary to fulfil Prouvé's legal obligation, including the processing of complaints (article 6 (1) point (c) of the GDPR),
- 4) the processing of personal data is carried out for the purpose of direct marketing of Prouvé's own products or services and is therefore based on a legitimate interest of Prouvé (article 6 (1) point (f) of the GDPR).

6.8. Prouvé may process the Customer's personal data also for the purpose of pursuing any claims or defending against claims - in the event of a dispute arising in connection with the provision of the Services (article 6 (1) point (f) of the GDPR).

6.9. The personal data of the Customer will be processed (stored) during the period of the provision of the Services by Prouvé to the Customer or period of the processing of the complaint referred to in point 8, or during the limitation period for claims.

6.10. The Customer's personal data processed in accordance with points 6.3. and 6.4. shall not be transferred to third countries or international

organisations. They may be transferred to the following groups of recipients:

- 1) persons authorised by Prouvé, acting within its internal structure,
- 2) other entities processing the personal data on behalf of Prouvé, like providers of electronic mail services, IT services and Prouvé spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, Poland;
- 3) other recipients of data within the scope and according to the principles specified by provisions of law, including entitled authorities.

6.11. Prouvé may conduct automated decision making, including profiling of the Customer's personal data. Profiling will consist in offering the Customer the best-fitting products or sending the best-fitting information, however any binding decisions will not be automated.

6.12. On the terms and conditions specified in the GDPR, the Customer may have a right to:

- 1) withdraw its consent to data processing at any time (if we process the personal data on the basis of the consent and there is no other ground for the processing). The withdrawal of consent shall not affect the lawfulness of processing based on the consent before its withdrawal;
- 2) request access to the content of its personal data and the rectification, erasure or restriction of their processing,
- 3) object to processing of the personal data, including to the profiling,
- 4) personal data portability,
- 5) lodge a complaint with a supervisory authority (Prezes Urzędu Ochrony Danych Osobowych (PUODO), Stawki 2, 00-193 Warszawa, Poland).

6.13. Other information on the protection of personal data are served in the Privacy and cookies policy, available on the website at the following address: [www.prouve.com](http://www.prouve.com).

## **7. Who owns the intellectual property rights and to what extent the Customer may use them?**

7.1. All intellectual property rights, including copyrights or industrial property rights to the Website (its navigation solutions, selection and arrangement of contents and graphics), as well as all materials contained therein, including texts, graphics, photographs, audio and video materials, word and figurative marks, figurative marks, the Brand, databases, shall be vested in Prouvé or third parties

with whom Prouvé has entered into appropriate agreements.

7.2. The Customer is entitled to use the materials contained on the Prouvé Website, including the Prouvé Brand, solely for permitted use or with the express prior consent of Prouvé.

### 8. How to file a complaint?

8.1. The Customer may file a complaint concerning the Services within 7 days from the day on which the event being the ground for the complaint occurred:

1) in written form – to the address: Prouvé spółka z ograniczoną odpowiedzialnością sp. k., ul. Wyścigowa 56H, 53-012 Wrocław, Poland, with a note: the Website/ the Services – Complaints;

2) in electronic form – to the address: [customercare@prouve.com](mailto:customercare@prouve.com).

8.2. The complaint shall indicate:

- 1) name and surname of the Customer,
- 2) the Customer's address for correspondence,
- 3) Partner Number – if the Customer is a Partner,
- 4) the ground for the complaint and its precise description.

8.3. The complaint shall be processed within 7 days from the date of its effective filing. Prouvé shall immediately notify the Customer about the way the complaint has been processed in electronic form – to the address indicated by the Customer or to the Notification box available on the Partner Account after logging in to the Website at the address: [www.prouve.com](http://www.prouve.com) (if the Customer is a Partner) or in written form.

### 9. When does the use of the Prouvé Website start and end?

9.1. Prouvé shall provide the Services within the Prouvé Website on the basis of a distribution agreement between Prouvé and the Partner, from the date of its conclusion to the date of its termination, subject to points 9.2 and 9.3. To the extent not regulated in the Agreement, the terms and conditions for the provision of the Services within the Prouvé Website are specified in the Regulations.

9.2. The Customer may resign from using the Prouvé Website and the Services being provided through it at any time.

9.3. Prouvé may deprive the Customer of the right to use the Website and may also restrict its access to all or part of the Website's resources, including the Services offered within the Website, with immediate effect in the event of a breach by the Customer of the

provisions of points 4.3 - 4.4, 5.3, 7.2 of the Regulations or the binding provisions of law.

9.4. The Customer who has been deprived of the right to use the Website shall not, without prior consent of Prouvé, re-register on the Website.

### 10. When does the provision of the Service of sending ordered commercial information start and end?

10.1. Prouvé shall provide the Service of sending ordered commercial information, referred to in point 3.1. subpoint 11) if the Customer gives its consents mentioned in point 3.4.

10.2. The Customer may withdraw its consent to receive commercial information at any time, following the instructions received with the commercial information or by sending a statement to the e-mail address: [customercare@prouve.com](mailto:customercare@prouve.com).

10.3. The agreement on the provision of the Service of sending ordered commercial information, referred to in point 3.1. subpoint 11):

1) shall be deemed to have been concluded upon the consents mentioned in point 3.4. are given by the Customer;

2) shall be deemed to have been terminated upon any of the consents mentioned in point 3.4. are withdrawn by the Customer.

10.4. The terms and conditions of provision the Service referred to in point 3.1. subpoint 11) are specified in these Regulations.

### 11. What else is there to inform you about?

11.1. The Regulations shall be in force from 26th of February 2019.

11.2. Prouvé may amend the Regulations in the event of adding new functionalities, implementing a new version of the Website, the need to update information or in the event of an amendment of the applicable provisions of law in the scope related to the Regulations.

11.3. The Customer shall be notified about an amendment of the Regulations on the website at the address: [www.prouve.com](http://www.prouve.com). The Customer who does not consent to the amendment is entitled to terminate the agreement immediately.

11.4. In matters not regulated by these Regulations, the provisions of generally applicable Polish law shall apply.

