TERMS OF SERVICE OF

„DESIGNWAYS CONF" CONFERENCE

§ 1
[definitions]

1. These Terms of Service defines the rules of participation in the Conference, including the rules of registration of Participants, conclusion of Agreements and payment of the Price.
2. The Organiser of the Conference is DesignWays Conf sp. z o.o. with headquarters in Kraków (30-015) at Świętokrzyska Street 4/L2/5, entered into the Register of Entrepreneurs maintained by the District Court for Krakow-Śródmieście in Krakow, XI Division of the National Court Register at KRS number: 0000774156, NIP: 6772442132, share capital: 10,000.00 PLN; e-mail address: hello@designways.io.
3. The terms indicated below have the following meanings in the Terms of Service:

Price	the price for participation in the Conference
Price List	the list of Prices available on the Website
Registration Form	the registration form available on the Website, the completion of which initiates the Registration process
Conference	the event called "DesignWays Conf", to be organized on September 19-20, 2022 at the International Exhibition and Convention Centre EXPO Kraków
Consumer	the Applicant who is a natural person and who concludes the Agreement not directly related to its business or professional activity, as well as the Applicant who is a natural person and who concludes an Agreement directly related to its business activity, if it results from the content of the Agreement that it does not have a professional character for this person, in particular resulting from the subject of its business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity
Organiser	the entity referred to in § 1 section 2 of the Terms of Service
Terms of Service	these Terms of Service
Registration	Participant's application to participate in the Conference on the terms specified in the Terms of Service
Website	website available at: https://designways.io/

Participant	the natural person with reference to who the Registration was performed, taking part or to be taken part in the Conference
Agreement	the agreement concluded between the Organiser and the Applicant concerning the Participant's participation in the Conference
Applicant	the Participant or any other natural person, legal person or organisational unit without legal personality that has made a Participant Registration

§ 2
[registration of the Participant]

1. Registration of the Participant is possible provided that the Applicant has:
   1) a device with access to the Internet,
   2) e-mail account,
   3) a Microsoft Edge web browser version 40 or higher, Google Chrome version 58 or higher, Mozilla Firefox version 50 or higher, Opera version 44 or higher or Safari version 9 or higher, installed on the device with cookies activated.
2. Registration may be performed by the Applicant who is the Participant or the Applicant who registers another person as the Participant.
3. In the case of Registration by the Applicant who is the Participant, Registration requires the Applicant to complete the following actions:
   1) filling in the Registration Form by providing personal data of the Applicant,
   2) accepting the provisions of the Terms of Service, whereby the declaration of acceptance of the Terms of Service is made electronically by ticking the appropriate option under the Registration Form,
   3) paying the Price established based on the Price List.
4. In the case of Registration by the Applicant who registers another person as the Participant, Registration requires the Applicant to do the following actions:
   1) filling in the Registration Form by providing the data of the person intended to be the Participant,
   2) accepting the provisions of the Terms of Service, whereby the declaration of acceptance of the Terms of Service is made electronically by ticking the appropriate option under the Registration Form,
   3) paying the Price established based on the Price List.
5. For Registration to be completed successfully, the activities referred to in § 2 sections 3 and 4 should be undertaken no later than three working days before the planned date of the Conference.
6. Completion of the Registration Form requires the Applicant who is the Participant to provide the following details:
   1) the name and surname of the Participant,
   2) the Participant's e-mail address.

7. Completion of the Registration Form requires the Applicant who registers another person as the Participant to provide the following details:
    1) the name and surname of the Applicant, and if the Applicant is not a natural person – the name of the entity, its registered address,
    2) the number of the Participants for whom the Applicant intends to register and the details of those Participants, i.e. name, surname and email address.
8. The Applicant willing to receive an invoice is additionally obliged to provide the following details:
    1) the name and surname or business name of the Applicant,
    2) the address of residence or registered office of the Applicant,
    3) Tax Identification Number - if the Applicant is a holder of one,
    4) the name and surname and e-mail address of the Applicant to whom the invoice shall be sent.
9. The Applicant agrees to receive the invoice in electronic form.
10. The Applicant is obliged to pay the Price in the amount determined in accordance with the Price List within 5 days of filling of the Registration Form. Failure to make the payment within the period referred to in the previous sentence shall result in termination of the Registration process and the requirement to fill out the Registration Form again.
11. The Agreement shall be deemed concluded at the moment of crediting the Organiser's bank account with funds constituting the Price.
12. If the Applicant registers another person as the Participant, the Applicant is obliged to inform the Participant of the conclusion of the Agreement, including the rights and obligations arising from the Agreement and the content of the Terms of Service and appendices to the Terms of Service.
13. The Applicant is obliged to ensure that the Participant's data indicated in the Registration Form is correct. The Organiser shall not be liable for any damage resulting from the delivery to the Organiser the Registration Form filled out with incorrect or inaccurate data of the Participant, including in particular for not admitting to the Conference the Participant, whose personal data does not match the data specified in the Registration Form.
14. In the event that after completing the Registration Form, the data of the Participant changes, as well as in the event that a new Participant is to take part in the Conference in place of the previously registered, the Applicant is obliged to immediately notify the Organiser of this fact, providing the e-mail address of the new Participant. The Organiser shall receive the relevant information no later than 14 days before the planned date of the Conference.
15. After the Organiser receives the completed Registration Form and the payment of the Price by the Applicant, the Organiser verifies the Registration Form in terms of its correctness and confirms the availability of places at the Conference.
16. In the case of negative verification of the Registration Form, especially in the case of lack of available places at the Conference, the Organiser shall inform the Applicant about it by sending relevant information to the Applicant's e-mail address indicated in the Registration Form.

17. In the case referred to in the previous section, the Organiser shall have the right to withdraw from the Agreement concluded with the Applicant. The Organiser shall exercise its right by submitting a declaration of withdrawal from the Agreement within 6 days from the date of informing the Applicant of the negative verification of the Registration Form. The statement shall be sent to the e-mail address of the Applicant specified in the Registration Form. The Organiser shall reimburse the Price within 90 days from the date of submission of the declaration of withdrawal.

§ 3
[Price]

1. The Price List contains gross Prices, specified in Polish currency. The number of tickets available at a given Price is limited and presented on the Website.
2. The Price List specifies the amount of the Price for participation in the Conference of one Participant.
3. The price of participation in the Conference is set on the basis of the Price List and depends on the planned duration of the Participant's participation in the Conference, the form of participation in the Conference, as well as the date on which the Registration Form has been completed, the completion of which is associated with the obligation to pay the Price.
4. The Price does not include costs that the Applicant is obliged to cover, including: the Participant's travel costs to the Conference, the Participant's accommodation and other costs incurred by the Participant in connection with participation in the Conference.
5. The Price paid by the Applicant for participation in a stationary (*offline*) form includes the Price for participation in a remote (*online*) form. In this case, the Participant is entitled to choose the preferred form of participation in the Conference.
6. The price paid by the Applicant for remote (*online*) participation does not include the price for stationary (*offline*) participation.
7. The Applicant shall pay the Price by electronic payment exclusively:
   1) via a payment integrator: http://www.dotpay.pl/,
   2) via a payment integrator: https://stripe.com,
   3) via a payment integrator: https://tpay.com/,
   4) via a payment integrator: https://paypal.com/,
   5) via BLIK payments,
   6) by bank transfer to the following bank account number: 86 1140 2004 0000 3602 7857 58285 belonging to the Organiser, in the title of which the order number shall be stated.
8. The Applicant shall not be entitled to claim reimbursement of the Price – either in whole or in in part – in the event of:
   1) resignation by the Participant from participation in the Conference in whole or in parts of it,
   2) the Participant's inability to participate in the Conference if it results from reasons for which the Organiser is not responsible,

3) not allowing the Participant to participate in the Conference due to the inconsistency of the Participant's data with the data indicated in the Registration Form,

4) expulsion of the Participant from the Conference due to improper behaviour of the Participant as referred to in § 4 section 4.

§ 4
[the Participant's responsibilities during the Conference]

1. The provisions of this paragraph are to set the order regulations and are intended to allow to maintain an adequate level of protection of life or health of the Participants and persons involved in the organisation of the Conference.
2. During the Conference, the Participant is in particular obliged:
   1) to comply with fire regulations,
   2) to comply with the ban on consumption, as well as with the ban on bringing alcohol, narcotics and other similar substances to the Conference venue,
   3) to comply with regulations designating the places where smoking is permitted; this provision also applies to electronic cigarettes,
   4) to inform the Organiser on situations that may pose a threat to life or health of persons present at the Conference,
   5) not to disturb the course of the Conference and not to hinder other Participants' participation in the Conference,
   6) not to record the contents of the Conference in any form or by any means, unless the Participant has received an explicit consent of the Organiser,
   7) to follow the instructions of the Organiser's staff and security services.
3. The Participant who, despite being previously reprimanded by the Organiser or a person authorized for this purpose, continues to violate the rules referred to in the previous section, in particular disrupts the course of the Conference, prevents or hinders the participation of other Participants in the Conference or undertakes behaviour endangering life, health or property, may be expulsed. If necessary, the Organiser shall notify the appropriate services about the behaviour of the Participant.
4. In the event that the Participant is expulsed from the Conference due to inappropriate behaviour of the Participant, the Price will not be reimbursed to the Applicant.

§ 5
[schedule changes of the Conference]

1. The Organiser has the right to cancel the Conference for any reason, no later than on 14 September 2022. In such case the Organiser:

   1) shall immediately inform the Applicants and Participants – if a person other than the Applicant is to be the Participant,

   2) shall reimburse the full paid amount of the Price to the bank account from which the Price was paid.

2. The Organiser has the right to cancel the Conference due to the occurrence of circumstances constituting force majeure, regardless of the date when such a cancellation would have occurred. Force majeure shall be understood as events of

extraordinary nature, impossible to foresee and/or prevent at the time of concluding the Agreement, such as natural disasters, terrorist acts, decisions of state or local authorities, wars, general or local strikes, technical failures and catastrophes. Force majeure shall also be deemed to be the case when a reasonable analysis of the situation leads to the assessment that holding the Conference may endanger the life or health of the Participants (e.g. due to the threat of a virus).

3. In the case referred to in the previous section, the Organiser:

1) immediately informs the Applicants and Participants – if the Participant is to be a person other than the Applicant – of the occurrence of circumstances constituting force majeure,

2) offer the Applicant a ticket to the next upcoming conference organised by the Organiser; if the Applicant decides not to accept the Organiser's offer for any reason, the Organiser shall refund the full amount paid as the Price to the bank account from which the Price was paid.

4. The Organiser has the right to make small amendments to the Conference schedule, in particular in the organisational and content-related scope. Making small amendments does not entitle the Applicant to withdraw from the Agreement. Small amendments shall be deemed to be in particular:

1) change of the venue of the Conference, provided that the venue is in Kraków,

2) change of the starting time of the Conference, if the difference between the initial and actual time is maximum 2 hours,

3) change of the lecturers scheduled to speak at the Conference, if the replacing lecturer has skills, experience and competencies at a level comparable to those of the lecturer to be replaced, and the topic of the speech is the same or similar to the scheduled one,

4) change of the order of the presentations of individual lecturers,

5) change of the form of organisation of the Conference from stationary (*offline*) to remote (*online*), in part or in whole, in order to prevent the spread of COVID-19 as referred to in § 6.

5. In the case of cancellation of the Conference after the date referred to in section 1 and for reasons other than those referred to in section 2 or making more than small amendments to the Conference schedule, the Applicant shall have the right to withdraw from the Agreement. This right shall be exercised by submitting an appropriate statement to the following e-mail address of the Organiser: hello@designways.io within 7 (seven) days from the date of receival by the Applicant of information about the cancellation of the Conference or making changes in the Conference schedule.

6. In the event of an effective submission of the declaration referred to in the previous section, the Organiser shall immediately, but no later than within 30 days of receipt of the Applicant's declaration of withdrawal from the Agreement, return the Price paid by the Applicant.

7. In the case of cancellation of the Conference or change in the Conference schedule, entitling the Applicant to withdraw from the Agreement, as well as in the cases referred to in in sections 1 and 2, and in any other case of non-performance of the Agreement by the Organiser, the Organiser shall only be liable to reimburse the price paid by the Applicant. The Organiser shall not be obliged to reimburse other costs

incurred by the Applicant in connection with the Registration, such as accommodation costs or purchase of transport tickets.

8. The Organiser will inform the Applicant and Participants – if the Participant is to be a person other than the Applicant – about the cancellation or change in the plan of the Conference via the e-mail address given in the Registration Form. Notwithstanding the above, the Organiser will inform about the cancellation or change in the schedule of the Conference on the Website.

§ 6
[special provisions to prevent the spread of COVID-19]

1. These provisions shall apply under the condition that, as at the date of the Conference, a state of epidemic emergency and related restrictions or other restrictions aimed at preventing the spread of COVID-19 are still in force, even in the absence of such a state.
2. The Organiser declares that due to special circumstances caused by the implementation of an epidemic emergency state and with a view to maintaining an appropriate level of security during the Conference, the Conference will be organised in accordance with the following provisions.
3. The Conference is opened only to Participants who:
   1) do not show signs of infection with SARS-Cov-2 virus;
   2) are not in quarantine or in home isolation;
   3) to the best of their knowledge, had no direct contact, within 7 days preceding the Conference, with a person infected with SARS-Cov-2 virus, a person in quarantine or a person in home isolation.
4. Participants are obliged to cover their mouth and nose with a mask and to keep – as far as possible – a distance of 1.5 metres from other Participants.
5. The provisions referred to in sections 3 and 4 shall not apply in the case of participation in the Conference in a remote (*online*) form.
6. If, due to the generally applicable provisions of law, participation in the Conference in a stationary form requires the Organiser to implement restrictions other than those specified in the preceding provisions, which cannot be foreseen at the moment of entry into force of the Terms of Service, the Organiser will inform about them the Participants who, willing to participate in the Conference in a stationary form, will be obliged to comply with the generally applicable provisions of law.
7. The Organiser declares that the planned form of organisation of the Conference depends on the current epidemic situation. In the case of a change in the epidemic situation resulting in the implementation of restrictions that prevent or significantly hinder the organisation of the Conference as planned by the Organiser, in particular resulting in the necessity to reduce the initial maximum number of participants in the Conference, the Organiser shall take actions aimed at organising the Conference in a a form as close the initial as possible. For this purpose, the Organiser shall in particular be entitled to:
   1) change of the form of organisation of the Conference from a stationary (*offline*) form to a remote (*online*) form, using means of distance communication – in reference to all Participants,

2) change of the form of organisation of the Conference from a stationary (*offline*) to a remote (*online*) form, using means of remote communication – in relation to some of the Participants, while the criterion deciding in relation to which Participants the change of the form of the Conference will take place, is the order of conclusion of Agreements with individual Applicants,

3) changes of the venue of the Conference, including:

   a) relocating the entire Conference to another venue in Kraków or

   b) moving a part of the Conference to another venue located in Kraków (including the venue in the form of a conference tent) in such a way that two events of the same programme will be held simultaneously, differing in the order of the lecturers;

4) suspend the receipt of applications made via the Registration Form.

8. The Organiser shall immediately inform the Participants of the actions taken and their consequences for the Participants.

9. If due to the generally applicable provisions of law, participation in the Conference in a stationary form will depend on the presentation by the Participant of a specific document certifying the fact of COVID-19 vaccination, recovery from COVID-19, a negative COVID-19 test or another document of similar significance, and the Participant does not agree to present such a document, then the Organiser is entitled to transfer the Participant to the list of Participants participating in the Conference in a remote form. The Organiser shall have analogous right when specific limits are implemented regarding participation in conferences or fairs, as a result of which the Participant will not be able to participate in the Conference organized in a stationary form. The criterion determining in relation to which of such Participants the form of the Conference will be changed is the order of concluding the Agreements with particular Applicants.

10. In the event it is necessary to organise the Conference exclusively in a remote (*online*) form, the Participant who paid the Price for the Conference in a stationary (*offline*) form shall be refunded the difference between the Price for the Conference in a stationary (*offline*) form and a remote (*online*) form.

11. The Organiser shall inform the Applicant and the Participant – if the Participant is to be a person other than the Applicant – about the change in the form of organization of the Conference referred to in the preceding section via the e-mail address specified in the Registration Form. Notwithstanding the above, the Organiser will inform about the change in the form of organization of the Conference at the Website.

12. In the event that it is necessary to organise a conference remotely (*online*), the Organiser shall conduct communication via e-mail with the Applicant and the Participant – if the Participant is to be a person other than the Applicant, including the provision of all information necessary to ensure the proper participation of the Participant in the Conference.

13. In the event that the Conference is organised in a remote (*online*) form, the Organiser declares that the following technical requirements must be met by the Participant in order to properly participate in the Conference:
    1) device with Internet access,
    2) in some cases, the use of software capable of reading files in various graphic, audio, multimedia, text or video formats.

§ 7
[withdrawal from the Agreement by the Consumer]

1. The Consumer has the right to withdraw from the Agreement concluded off-premises or at a distance. This right is exercised by submitting an appropriate statement to the Organiser's e-mail address: hello@designways.io within 14 (fourteen) days from the day of concluding the Agreement, whereby in order to meet the deadline it is sufficient to send the statement of withdrawal before the lapse of the deadline.
2. The Organiser shall send the Consumer a confirmation of receipt of the declaration of withdrawal from the Agreement. The confirmation is sent immediately to the e-mail address of the Consumer given in the Registration Form.
3. In the event that the Consumer effectively submits a statement of withdrawal from the Agreement, the Organiser shall immediately, but no later than within 14 days of receipt of the Consumer's statement of withdrawal from the Agreement, return the Price paid by the Consumer.
4. The Organiser shall refund the Price using the same method of payment used by the Consumer, unless the Consumer has explicitly agreed to a different method of refund that does not incur any costs for the Consumer.
5. If the Applicant has concluded the Agreement not on its own behalf, but on behalf of another Participant, the Applicant is obliged to inform the Participant on its declaration of withdrawal from the Agreement.

§ 8
[Organiser's liability]

1. The Organiser's liability for damage caused to the Applicant in connection with non-performance or improper performance of the Agreement shall be limited to the damage actually suffered, and the total compensation for the damage suffered by the Applicant shall not exceed the equivalent of the Price.
2. The Parties agree to exclude the Organiser’s liability for lost profits.
3. The Organiser is not liable for non-performance or improper performance of the Agreement in cases where the non-performance or improper performance was caused by circumstances relating to third parties.
4. The Organiser is not responsible for the infringement of any personal rights or interests of third parties and for causing damage to third parties in connection with the participation of Participants in the Conference or in connection with the use by the Participants and third parties of the data collected during the participation in the Conference.

§ 9
[complaint]

1. Within 14 days of the end of the Conference, the Applicant may submit a complaint:
   1) in writing to the following address: DesignWays sp. z o.o., Świętokrzyska Street 14/L/5, 30-015 Kraków,
   2) by e-mail to: hello@designways.io.
2. The Organiser recommends that the Applicant specifies in the complaint precise information about the subject of the complaint, including: the name and surname of

the Applicant, correspondence address, e-mail address and telephone number of the Applicant, subject of the complaint, date of the Conference, indication of facts justifying the complaint. Providing the above data will help to speed up the complaint reply process. Such indication is only a recommendation and does not affect the effectiveness of the complaint submission.

3. The Organiser shall consider the complaint and respond to it within 14 days of its receipt. In the event that the Organiser does not respond to the complaint within the aforementioned time limit, it shall be deemed that the complaint is justified.

§ 10
[image protection]

1. The Organiser informs that the course of the Conference may be recorded in a visual, audiovisual or photographic form. The materials may include the image of the Participants.
2. Participation in the Conference is equivalent to giving free of charge consent to the Organiser for the dissemination and use of Participant's image. This consent includes the use of the Participant's name and surname, job title and voice, as well as dissemination of statements made voluntarily by the Participant during the Conference.
3. The image may be disseminated in any form and by any means. In particular, the image can be disseminated for marketing or advertising purposes, including through the publication of photographs or recordings containing the image in all materials related to the activities of the Organiser.
4. The image may only be disseminated for information, reporting and documentation purposes.
5. The consent shall include the possibility of making the image available on the Internet without any restriction. Consent is granted for an unlimited period and cannot be revoked.
6. The consent shall include permission to disseminate the image, as referred to in Article 81 section 1 of the Act on Copyright and Related Rights.
7. The basis for the Organiser's processing of the Participant's image is the Organiser's legitimate interest referred to in Article 6 section 1 letter f of GDPR.
8. The Organiser is not liable if the recording and use of the image is done by a third party.

§ 11
[personal data]

1. The controller of the personal data is DesignWays Conf sp. z o.o., with headquarters in Kraków (30-015) at Świętokrzyska Street 4/L2/5, entered into the Register of Entrepreneurs maintained by the District Court for Krakow-Śródmieście in Krakow, XI Division of the National Court Register at KRS number: 0000774156, NIP: 6772442132, share capital: 10,000.00 PLN; e-mail address: hello@designways.io.
2. The processing of the personal data of Applicants and Participants (if the Participant is to be a person other than the Applicant) is carried out in accordance with the provisions of generally applicable law, and in particular in accordance with Regulation

(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. ("**GDPR**"), as well as in accordance with these Terms of Services.

3. As part of the organization of the Conference, personal data provided by the Applicant, such as name and surname and e-mail of the Applicant, or name and surname and e-mail of the Participant if the Participant is to be a person other than the Applicant, will be processed. Furthermore, if the Applicant is willing to receive an invoice, additional personal data necessary for issuing the invoice will be processed, such as the Applicant's company, registered office address and NIP (VAT id.) number.
4. Providing personal data is voluntary, but necessary to conclude and implement the Agreement.
5. The processing of the Applicant's personal data is carried out for the purpose of:
   1) proper organisation and financial settlements of the Conference, which constitutes the implementation of the Agreement concluded between the Applicant and the Organiser (Article 6 section 1 letter b of the GDPR),
   2) the processing of the Applicant's personal data is carried out for the purpose of broadcasting the relations of the Conference and informing about the course of the Conference in the media, including social media, which constitutes a legitimate interest of the Organiser (Article 6 section 1 letter f of the GDPR),
   3) the Organiser's direct marketing of its own products or services, which constitutes a legitimate interest of the Organiser (Article 6 section 1 letter f of the GDPR).
6. Personal data processed for the purpose:
   1) implementation of the Agreement concluded between the Applicant and the Organiser – data shall be stored for the time necessary to assert one's claims or defend against claims made against the controller in connection with the performance of the Agreement,
   2) broadcasting the relations of the Conference and informing about the course of the Conference in the media, including social media – data shall be stored by the Organiser for a period of 3 years from the date of collecting such data,
   3) the Organiser's direct marketing of its own products or services – data shall be stored by the Organiser until the data subject raises an objection or the data subject withdraws consent to receive commercial information.
7. The data subject shall have the following rights:
   1) the right of access to the personal data provided and the right to obtain a copy thereof;
   2) the right to rectification of personal data;
   3) the right to deletion of personal data;
   4) the right to request restriction of the processing of personal data;
   5) the right to transfer personal data;
   6) the right to oppose the processing of the personal data provided;
   7) the right to file a complaint with a regulatory organ.
8. To execute any of the rights referred to above, the data subject may address the request to the Organiser by e-mail to hello@designways.io or by post to DesignWays sp. z o.o., Świętokrzyska Street 14/L/5, 30-015 Kraków.

9. The Organiser shall ensure the protection of personal data that it processes. In particular, the Organiser shall apply appropriate technical safeguards and organisational measures to ensure the protection of the processed personal data, appropriate to the risks and categories of data protected. In particular, it protects the data from being made available to unauthorised persons, from being taken by an unauthorised person, from being processed in violation of the regulations, and from being altered, lost, damaged or destroyed.
10. As a part of the activity on the Website, information about the time of the request and response, the address of the website from which the end user was redirected to the Website and the type of software used by the end user may also be collected. Such information is used for the purposes of administering the Website.
11. In connection with the organisation of the Conference, the Applicant shall enter into a data processing agreement with the Organiser. The data processing agreement is attached as Appendix 1 to the Terms of Service and binds the Applicant from the moment of filling the Registration Form by the Applicant.

§ 12
[amendment to the Term of Service]

1. The Organiser shall be entitled to amend these Terms of Service for reasons such as changes in the provisions of law, changes to the data provided in the Registration Form, technological or other changes.
2. The amendment to the Terms of Service shall enter into force on the date specified by the Organiser – which in each case shall not be shorter than 7 days from the date of publishing the new Terms of Service on the Website.
3. Each Applicant shall be informed on the amendments to the Terms of Service. The amendments to the Terms of Service shall be binding the Applicant provided that the Applicant has not terminated the concluded Agreements within 7 days of being notified of the amendments.
4. In the event that the Applicant terminates the concluded Agreements within 7 days of being notified of the changes, the Organiser shall reimburse the Price to the Applicant. This provision shall not apply if the Agreement has already been implemented.

§ 13
[final provisions]

1. These Terms of Service are available on the Website and at the Organiser's registered office.
2. The law applicable to the obligations under the Agreement is Polish law. The competent court for matters related to the Agreement shall be the court having jurisdiction over the Organiser's registered office, whereby this provision shall not apply to the Consumer.
3. In matters not covered by the Agreement, the relevant provisions of Polish law shall apply, including the provisions of the Civil Code and the Consumer Rights Act.
4. The Terms of Service shall enter into force on 14 April 2022.

DATA PROCESSING AGREEMENT

concluded between:

1. The Applicant (hereinafter: „**Processor**”),

   and

2. The Organiser (hereinafter: „**Controller**”)

   Hereinafter jointly referred to as „**Parties**”.

1) *The data processing agreement (hereinafter: "Data Processing Agreement") is an integral part of the Terms of Service;*
2) *The Data Processing Agreement sets out the terms on which the Controller entrusts the Processor with the collection and processing of the Participant's personal data in the form of email address by collecting the data from the Participants and entering it into the Registration Form;*
3) *The Processor is the entity that processes the Participant's personal data in the form of name and surname and e-mail address on behalf of the Controller;*
4) *The Data Processing Agreement shall set out the rules for the processing of personal data by the Processor on behalf of the Controller in such a way as to comply with the provisions 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) (Official Journal of the European Union from 2016, L 119) (hereinafter "**GDPR**");*
5) *Terms used in the Data Processing Agreement that are capitalized and not defined in the Data Processing Agreement shall have the meaning set out in the Terms of Service.*

§ 1
[general provisions]

1. The Controller entrusts the Processor with the processing of personal data described in the Data Processing Agreement, on the principles and for the purpose specified in the Data Processing Agreement and the Terms of Service.
2. The processing of personal data is entrusted to the Processor for the duration of collection and filling out of the Registration Form by the Processor. In the event of cancellation of the Conference, submission of a statement of withdrawal from the Agreement or any other legal event resulting in the withdrawal of the Participant's participation in the Conference, the Data Processing Agreement shall expire.
3. The Processor processes the personal data only in accordance with the documented instructions from the Controller. The Data Processing Agreement and the Terms of Service constitute such documented processing instructions.

§ 2

[nature and purpose of processing]

1. The nature and purpose of the processing result from the Terms of Service, in particular:
   1) the nature of the processing results from the Controller's obligations contained in the Terms of Service, i.e. the need to properly organise the Conference and subsequently also its settlement, as well as from the Controller's planned marketing activity in the form of a newsletter sent to the e-mail address provided by the Processor;
   2) the purpose of the processing is to enable Participants to take part in the Conference (regardless of the form in which it will be organised) and for marketing by the Controller.
2. The Processor is not entitled to process personal data for any other purposes.

§ 3
[data type]

The processing is entrusted with all personal data of the Participant indicated in the Registration Form, i.e. name, surname, e-mail address.

§ 4
[rights and obligations of the Processor]

1. The Processor undertakes to implement the Data Processing Agreement with the utmost diligence.
2. The Processor:
   1) declares that it does not transfer data to a third country outside the EEA or to an international organisation, except for the use of IT service providers established outside the EEA or established in the EEA but processing data outside the EEA, which the Processor uses when collecting the data indicated in the Registration Form; the Processor uses only entities established in countries for which the European Commission has determined that they provide an adequate level of protection or entities processing personal data on the basis of the Standard Contractual Clauses adopted by the European Commission referred to in Article 46 of the GDPR, concluded between the Processor and that entity;
   2) confirms that, apart from the cases indicated under point 1, the transfer of the entrusted data to a third country may take place where such an obligation is imposed on the Processor by the applicable law, in such a case the Processor shall inform the Controller of this legal obligation prior to the processing, unless this law prohibits such information on account of an important public interest;
   3) ensures that persons authorised to process personal data in connection with the performance of the Data Processing Agreement are bound to confidentiality;
   4) ensures that measures are taken with regard to the security of the processing of personal data as required under Article 32 of the GDPR, in particular those described in the Data Processing Agreement;
   5) complies with the terms of use of the Subprocessor as set out in the Data Processing Agreement.

3. If the Processor has doubts as to the legality of the order issued to him by the Controller, the Processor will immediately inform the Controller about the doubts raised.
4. The Processor undertakes to inform the Controller whether it maintains a register of all categories of processing activities carried out on behalf of the Controller as referred to in Article 30 section 2 of the GDPR.

§ 5
[rights and obligations of the Controller]

1. The Controller declares that he is the controller of personal data entrusted under the Data Processing Agreement and that he is entitled to process them within the scope and purposes in which he entrusts processing to the Processor.
2. The Controller undertakes to cooperate with the Processor to the extent it is necessary for the implementation of the Data Processing Agreement as well as compliance with the provisions of the GDPR.
3. In the event that the Processor reports to the Controller doubts as to the legality of the order issued to him by the Controller, the Controller shall provide the Processor with appropriate explanations.

§ 6
[cooperation of the Controller and the Processor]

1. The Controller and the Processor cooperate to the extent that it is necessary to comply with the provisions of the GDPR.
2. The Processor helps the Controller through appropriate technical and organizational measures to comply with the obligation to respond to requests of the data subject in the exercise of his rights set out in Chapter III of the GDPR.
3. The Processor helps the Controller to meet the obligations set out in Articles 32-36 of GDPR regarding the security of personal data.
4. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in the Data Processing Agreement and Article 28 of GDPR.

§ 7
[subprocessing]

1. The Controller gives its general consent for the Processor to further entrust the processing of personal data covered by the Agreement in respect of specific operations to further Processors ("Subprocessors").
2. A subprocessing may not include the entire processing under the Agreement and the Terms of Service.
3. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Controller the opportunity to object to such changes.

§ 8
[security of the data]

1. The Processor declares that the processing of entrusted data takes place with the appropriate technical and organizational measures, in particular those indicated in Article 32 of GDPR.
2. The Processor, taking into account the nature, scope, context, purposes of processing and the risk of violating the rights or freedoms of data subjects, has implemented the necessary measures to ensure the security of personal data processed.
3. The Processor ensures that the level of security is adequate and takes into account in particular the risks associated with processing, in particular resulting from accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data transmitted, stored or otherwise processed.

§ 9
[procedure in case of breach]

1. In the event that there is a breach of personal data protection, the Processor shall report to the Controller that a breach has occurred without undue delay.
2. The Processor shall provide to the Controller, together with the report, explanations on the breach and any necessary documentation regarding the breach in order to enable the Controller to fulfil the obligation to report the breach to the supervisory authority.
3. The Processor allows the Controller to participate in activities that shall explain the circumstances and scope of the breach.

§ 10
[liability of the Parties]

The Processor shall only be liable for damages caused by the processing, if the Processor has failed to comply with the obligations that the GDPR imposes directly on the Processor or if the Processor has acted outside of or contrary to the lawful instructions of the Controller.

§ 11
[data deletion]

After the Conference has taken place and all settlements relating to the Conference have been made, as well as in any case of termination or expiry of the Agreement between the Applicant and the Organiser, the Processor shall delete the personal data in accordance with the provisions of the Terms of Service and delete all existing copies thereof, unless the applicable common law requires it to continue to store the personal data.

Appendix no. 2

FORM OF CONSUMER'S STATEMENT OF WITHDRAWAL FROM AN OFF-PREMISES / DISTANCE AGREEMENT

_____
place and date

_____
name and surname

_____
correspondence address

DesignWays Conf sp. z o.o.
Świętokrzyska Street nr 14/L2/5
30-015 Kraków
hello@designways.io

I, the undersigned, hereby inform of my withdrawal from the Agreement regarding my participation in the DesignWays Conf Conference taking place on 19-20 September 2022 in Kraków.

I declare that (*please tick one appropriate option*):

- ☐ the payment shall be returned by the same means of payment as the I used to make the Price payment,
- ☐ the payment shall be returned to the following bank account number:

  ……

_____
legible signature of the Consumer