



## RULES OF THE CONNECT ORLEN GROUP PURCHASING PLATFORM

### § 1 Subject of the Rules

These Rules specify the general terms and conditions for using the CONNECT ORLEN Group Purchasing Platform.

### § 2 Definitions

1. **Administrator of the Bidder Database (Administrator)** - employee of the Service Provider responsible for managing the Database of Bidders, including the verification of Registration Applications.
2. **Electronic auction (Auction)** - electronic bidding in the CONNECT System according to criteria defined by the entity posting the request. The rules on how to conduct Auctions are specified elsewhere.
3. **Database Bidder** - set of Bidders registered in the CONNECT System, including but not limited to information provided by Users during the registration process.
4. **Electronic Request (Request)** - functionality of the CONNECT System which allows the Bidder to bid electronically and submit necessary documents as annexes.
5. **ORLEN Corporate Group** - member companies of the ORLEN Group, including PKN ORLEN S.A.
6. **Password** - a string of letters, digits and special characters typed in by the User during the registration process in the CONNECT System, used to secure access to the User Account in the CONNECT System. The password should be compliant with the password security policy of the CONNECT System, provided to the User by e-mail during the registration process.
7. **User Account** - an Account assigned individually to each User with a specific set of rights to use the functions of the CONNECT System.
8. **Login** - ID of the User registered in the CONNECT System according to these Rules. Thanks to the Login, the registered User can access the Services available in the CONNECT System. The User Login is unique.

- 9. Newsletter** - information sent by e-mail on requests currently posted in the CONNECT System. The Newsletter contains information about Requests in categories selected during the registration process. Information contained in the newsletter is not commercial.
- 10. Bidder** - a natural person, legal person or business unit not being a legal person whose legal capacity is granted under the proper act and who/which has accepted the conditions of these Rules and gained access to the Services provided within the scope of the CONNECT ORLEN Group Purchasing Platform.
- 11. Bid** - declaration of will to enter into a contract, made by the Bidder electronically via the Connect System until the specified date in reply to the Electronic Request.
- 12. Poster of the Request** - ORLEN Corporate Group. The list of companies which can post Requests is available on the CONNECT System home page.
- 13. Rules** - this document, which is a list of user rules for the CONNECT ORLEN Group Purchasing Platform.
- 14. ORLEN Group Purchasing Platform (CONNECT System)** - Internet application, the CONNECT ORLEN Group Purchasing Platform, available at <https://connect.orklen.pl>, in which Auctions are held, requests are posted, commercial bids are submitted etc.
- 15. Service** - a service which allows the submission of Bids for electronic requests in purchasing processes, together with other related functionalities to enable their submission.
- 16. Service Provider** - Polski Koncern Naftowy ORLEN Spółka Akcyjna, based in Płock, ul. Chemików 7, 09-411 Płock, entered into the National Court Register kept by the District Court, 14th Commercial Division for the capital city of Warsaw at: 0000028860 Tax ID No. [NIP]: 774-00-01-454, which is also the holder of the CONNECT ORLEN Group Purchasing Platform.
- 17. User** - Bidder or representative of the Bidder identified by e-mail and login, with access to the CONNECT System, performing operations in the CONNECT System for himself/herself or for and on behalf of the Bidder.
- 18. Registration Application** - application for the registration of the Bidder and User in the CONNECT System.

### § 3 General

1. The Bidder acknowledges and accepts that purchasing processes in the CONNECT System are negotiations within the meaning of Art. 72 of the Civil Code and, therefore, the regulations do not apply related to bids within the meaning of Art. 66 as well as auctions and tenders within the meaning of Art. 70<sup>1</sup> - 70<sup>5</sup> of the Civil Code.

2. Bids made by the Bidder via the CONNECT System must be submitted by persons with sufficient powers to represent the Bidder.
3. Only registered Users with the Login, Password and active User Account may participate in Electronic Requests via the CONNECT System.
4. The registration and participation in processes via the CONNECT System are free of charge.
5. The rights to the name of the CONNECT System and contents of Requests in it are reserved and may not be copied.

#### **§ 4 Responsibility of the Service Provider**

1. The Service Provider does not assume responsibility for damage due to the improper operation of the CONNECT System if error messages pop up, information is missing, delays occur during operations or data transmission in progress or due to other interruptions which may result from a failure of computer hardware or effect of a computer virus on the part of the User.
2. The Service Provider does not assume responsibility if use of the CONNECT System is not possible or hindered due to the User.
3. The Service Provider may temporarily suspend the CONNECT System within the scope necessary to perform scheduled repairs and to install new versions of the CONNECT System.
4. The Service Provider does not assume responsibility for any damage resulting from the User's operation of the CONNECT System against the law or contrary to the provisions contained in these Rules.
5. The Service Provider reserves the right to take any actions deemed fit to ensure the safety of the Users, including but not limited to blocking User Accounts in the event of a failure to follow the Rules or actions which cause, or might cause, damage to any member company of GK ORLEN. These actions do not require informing the User about causes for blocking the User Account.
6. The Service Provider does not assume responsibility for technical issues or limitations of the User's hardware that may prevent the User from operating the CONNECT System.
7. The Service Provider does not assume responsibility for issues or limitations due to the poor quality of data transmission connections.
8. The Service Provider does not assume responsibility for issues related to the Bidder's failure to meet minimum technical requirements described in § 7(3), especially including the use of a web browser other than the required ones.

9. The Service Provider does assume responsibility for damage resulting from operations of third parties posing as the Bidder.
10. The Service Provider does not provide a history of previous bids. Bids made by the User are administered by the Service Provider.
11. The Service Provider does not assume responsibility for damage resulting from the participation in the Electronic Request or eAuction by a third party posing as the Bidder, especially when the third party's participation results from the loss, theft or the Bidder's (un)intentional provision of the information required for accessing the CONNECT System, including the Login and Password. The Bidder is responsible for the actions of such persons as for his/her own.

#### **§ 5 Responsibility of the User**

1. By registering and operating the CONNECT System, the User confirms that he/she has read these Rules, accepts all their provisions and undertakes to comply with them.
2. The User is obliged to not share his/her Login and Password with third parties. The User assumes full responsibility for securing this data against the access of unauthorised third parties.
3. The User is responsible for operations on his/her account, regardless of a person currently logged in.

#### **§ 6 Responsibility of the Bidder**

1. The Bidder is not allowed to submit unsolicited advertisements.
2. It is not acceptable to post content prohibited by the law or violate know-how, personal rights, rules of fair competition and trade secrets.

#### **§ 7 Conditions for using the system, including system requirements and software**

1. Only registered Users with the Login and Password may operate the CONNECT System.
2. The User is considered registered when he/she has submitted the registration form on the website according to the guidelines, especially when he/she:
  - has filled in all the required fields i.e. the ones marked with "\*";
  - declares that he/she is familiar with the content of the Rules and accepts their provisions.
3. Minimum technical requirements:
  - a) PC with Microsoft OS: Windows XP, Vista, 7, 8 or 10;

- b) PC with Microsoft OS: Windows 7 or 8 - web browser: MS Internet Explorer 10.0 (or later) with ActiveX, or Windows XP, Vista, 7 or 8 - web browser: Firefox or Chrome with Java; encryption key: 128 bits. PC with Microsoft OS: Windows 10 - web browser: MS Internet Explorer 11 with ActiveX, Chrome or Firefox with Java; encryption key: 128 bits;
- c) As for eAuctions, PC with Microsoft OS: Windows 7 or 8 - web browser: MS Internet Explorer 10.0 (or later) with ActiveX, or Windows XP, Vista, 7 or 8. PC with Microsoft OS: Windows 10 - web browser: MS Internet Explorer 11 with ActiveX. Operating systems such as Linux or iOS, and browsers such as Opera, Safari or Maxthon, that are not the ones mentioned above, do not support the CONNECT System. Using other operating systems, browsers and/or ones that are not supported by the Service Provider may cause non-conformities and errors in the functioning of the CONNECT System;
- d) Internet connection: at least 512 kb per computer (we recommend a broadband Internet connection).

## **§ 8 Registration**

1. To register in the CONNECT System, the User fills in the registration form, available on the CONNECT System website, and submits it electronically to the Service Provider by selecting the proper function in the registration form. Having correctly filled in the registration form, a temporary password is sent to the User's e-mail address, the one he/she specified in the registration application; the User is obliged to reset the password the first time he/she has registered. The Password should be compliant with the password security policy, to be exact it should have eight letters at a minimum, including one lowercase letter, one uppercase letter and one special character such as ! \$ & etc. The new password may not be the same as either of the two previous ones.
2. Fill in the registration form according to these rules:
  - a) The User should fill in all the fields of the registration form, unless a field is marked as optional. The obligatory Bidder's data, which must be provided during the registration process, includes: full company name, business type, prefix, NIP (or another country-specific TAX ID number), address, location, province, business telephone number and business e-mail address. The obligatory User's data, which must be provided during the registration process, includes: full name, business e-mail address, function and business telephone number.
  - b) Information entered into the registration form should be true, to be exact it should concur with the information contained in:

- for Polish companies: the National Court Register or Central Registration and Information on Business,

- in other cases: the country-specific document to back the credibility of the Bidder's registration data.

The User is responsible for the authenticity of the information he/she types into the registration form.

c) In the registration form, the User should declare that he/she has read the Rules and that he/she accepts their provisions, specified at <https://connect.orken.pl>.

3. Having filled in and submitted the registration form, the registration confirmation is sent electronically to the e-mail address specified in the form with the request to assign the Password and activate the User Account. When the new Password is set, the User is granted access to his/her User Account in the CONNECT System.
4. If a specific User has already been registered in the CONNECT System, the registration form will be rejected and information given for the rejection.
5. The User is obliged to make every effort to maintain confidentiality and not share his/her password with third parties. If the User suspects that an unauthorised person knows the Password, he/she is obliged to immediately notify the Service Provider of the fact by available means of communication, as described in § 11(1).
6. Multiple User Accounts may not be created for one Bidder if the e-mail addresses are not in the Bidder's company domain.
7. If the Bidder changes his/her Tax ID Number [NIP], he/she must register again. This number may not be changed in the system.

## **§ 9 Cancellation and blocking of User/Bidder Accounts**

1. The Bidder's employee is obliged to immediately notify the Service Provider of the necessity to block a specific User Account in such cases as closing up shop or suspending it, changing the legal form of a business, finding a new job, dismissal from a job, loss or denial, in any shape or form, of the right to the User Account. The information should be sent via the available channels of communication described in § 11(1).
2. Accounts of Users who have not logged in for the past two years since the last activity registered in the CONNECT System will be blocked without having to inform the User about the causes.
3. When the User Account/Bidder is blocked, the access to previous bids is prevented.

4. It is possible to unsubscribe from the newsletter after logging in to the account and withdrawing the consent to receive it.
5. The notification about the User's cancellation of his/her Account should be sent via the available channels of communication described in § 11(1).

#### **§ 10 Personal data protection and cookies**

1. The Administrator of personal data is Polski Koncern Naftowy ORLEN S.A., based in Płock, ul. Chemików 7, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, 14th Commercial Division of the National Court Register at KRS: 0000028860, Tax ID Number [NIP]: 774-00-01-454, share capital/paid-in capital: PLN 534,636,326.25.<sup>1</sup>
2. Personal data will be processed by the Service Provider in order to provide the Service on a voluntary basis. The User's refusal to specify this information will result in the refusal to provide the Service.
3. The processing of personal data is compliant with the Personal Data Protection Act, which grants the right to access contents of one's own personal information and to modify it.
4. Personal data is processed in a manner which ensures security and by the application of organisational and technical measures which prevent personal data from being accessed by unauthorised persons and from being modified, lost or damaged, pursuant to the Act of 29 August 1997 on the processing of personal data, and pursuant to implementing regulations issued on the basis of this act. Personal data may be shared with other entities on terms specified by the law.
5. The Service Provider uses cookies, which are IT data stored on hardware of the CONNECT System User.
6. Each User may turn off cookies in the web browser installed on his/her hardware. The Service Provider states that doing so may cause difficulties and prevent the User from operating the CONNECT System.

#### **§ 11 Contact and technical support as regards the operation of the CONNECT System**

1. The Service Provider is responsible for technical support regarding the operation of the CONNECT System.

Technical support is provided via the following channels of communication:

- a) The contact form in the "Contact" tab at <https://connect.orken.pl>

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<sup>1</sup>Applies to Bidders who are natural persons, including ones whose businesses are subject to registration in the Central Registration and Information on Business, also as members of civil law companies.

- b) The hotline is available in multiple languages; the telephone numbers are available in the "Contact" tab at <https://connect.orien.pl>
- c) The application form for logged-in Users can be found in the footer of the website <https://connect.orien.pl> under the "Report" link.
2. If the User does not remember his/her password, he/she can get a password reminder or change the password by choosing the option "Remind password" on the login screen of the CONNECT System.
3. In the "Help" tab on the CONNECT System website, the Bidder can find the Bidder manual for the CONNECT System.

### **§ 12 Complaints**

1. Complaints may be filed due to the improper provision of, or failure to provide, the Services by the Provider, which Services are subject of these Rules.
2. Each complaint should immediately be sent via available channels of communication described in § 11(1)(a)(c).
3. Each complaint regarding the improper provision of or failure to provide the Service must contain: a subject, a description of the circumstances to verify it and reference of the Bidder and User, especially his/her full name.
4. The Service Provider considers complaints within 14 working days, beginning from the filing date.

### **§ 13 IT security**

1. The User is obliged to ensure that the computer from which he/she plans on accessing the CONNECT System throughout the period he/she is to use the system:
  - a) has an operating system with all available updates installed,
  - b) is protected with a password created with good practices,
  - c) has updated and active antivirus software,
  - d) is protected with a firewall,
  - e) has an active password-protected screensaver, activated automatically after 10 minutes of user inactivity at most.

### **§ 14 Final provisions and modification of the Rules**

1. The Rules apply from the date they are posted at the website of the CONNECT System.
2. The Rules are subject to change. Each User will be informed that the Rules are to be changed two weeks before any changes are applied by the Service Provider posting a message on



the CONNECT System home page about changes to the Rules and by e-mail at the address specified during the registration process.

3. The User may at any time quit using the CONNECT System by sending a proper request via the available channels of communication described in § 11(1). If the User cancels the Service, his/her Account will be blocked without the option for unblocking it.
4. The Rules are available at <https://connect.orien.pl>. The User's refusal to accept these Rules is synonymous with his/her resignation from the services within the scope of the CONNECT System.
5. As regards matters not governed by these Rules, proper provisions of Polish law apply, especially the Civil Code.
6. The Service Provider reserves the right to post advertising content on the website of the CONNECT ORLEN Group Purchasing Platform in forms used in the Internet.