# Terms and Conditions, Privacy Policy of CONFidence Online Trainings 2020

## **Terms and Conditions**

# I. General provisions

- The Rules and Regulations specify the scope and conditions of Trainings organized by Proidea LCC with headquarters at 9 Zakopiańska street, 30-418 Krakow, Poland. NIP (tax number): 679-308-88-42; the conditions of entering into agreements of the provision of those types of services, as well as of complaint procedures.
- 2. Accepting the Rules and Regulations is a condition for application, as well as for participation in the Training.
- 3. Users, Contracting Authorities, and Participants are required to abide by terms and conditions of the Rules and Regulations.

#### **II. Definitions**

As many times as the terms are mentioned within the Rules and Regulations, they, as well as their definitions must be understood as the following:

- Service a website available at the address <u>www.confidence-conference.org</u>, containing information about the Conference and Training and also allows for the declaration of participation as a Participant through the use of the Platform.
- 2. User a natural person 18 or older, using the Service
- 3. Training the courses organized by Proidea via the Video conferencing/webinar platform, set to take place on 10 September 2020 and/or 10-11 September 2020 have in mind the provision of gaining, complementing or improving the professional competencies and qualifications of its Participants, as well as the competencies and qualifications generally requires to carry out work tasks. Any person who fulfills the conditions described may take part.
- 4. Conference shall mean IT security conference under the name Confidence organised by PROIDEA on 7-9 September 2020 through Video conferencing platform;
- 5. Organizer if the Rules and Regulations name an Organizer, this is to be understood as Proidea LLC, with headquarters at 9 Zakopiańska street,

- 30-418 Krakow, Poland. NIP (tax number): 679-308-88-42; in short, Proidea, registered in the National Court Registry by the Regional Court for Krakow Centre in Krakow, XI Register of Entrepreneurs of the National Court under the KRS number 0000448243, NIP: 6793088842, REGON: 122769022
- 6. Platform the website available at <a href="https://evenea.pl/event/confidence2020training\_/">https://evenea.pl/event/confidence2020training\_/</a> from which point one is redirected from the Service for the purpose of notification his or her participation in the Training as a Participant. Redirection to the Platform takes place at the moment of clicking on the "BUY IT" tab or button in the Service, as well as after the commencement of sending such a Notification on the Service's site. The Platform is offered as a part of the Evenea internet service provided that is led by Event Labs LLC, with its headquarters in Warsaw.
- 7. Video conferencing/webinar platform— platform used for video conferences and webinars that also allows individual contact between Participant and Speaker/Trainer, through which the Conference/Trainings is carried out. The type of Video conferencing/webinar platform is indicated each time in information regarding the Conference/Training;
- 8. Contracting Authority a natural or legal person who has decided to delegate the Participant to the Training.
- 9. Participant a natural person over the age of 18 who has been authorized to take part in the Training. A person under 18 may only be a Participant as long as he or she has been granted permission by the Organizer. People under the age of 18 may be allowed to take part in CONFidence 2020 ONLINE TRAINING after having first been verified by the Organizer (and only with the permission of a legal guardian). We kindly ask that you send an email at: rejestracja@proidea.org.pl. A Participant is a person who has been delegated by the Contracting Authority to take part in the Training. The individual may be both a Participant and a Contracting Authority.
- 10. Registration the act undertaken by the Contracting Authority
- 11. Registration form a document based on a template, in electronic or paper format that has been successfully received by the Organizer.
- 12. Confirmation of participation an email sent by the Organizer to the Contracting Authority or the Participant in response to the Application.
- 13.Leader- a person contributing his or her competencies and resources as capabilities on the basis of merit and for the purpose of drawing out the program for the training, training materials as well as to conduct the training. The Leader is obligated to carry out the subject of the agreement only in person.

#### III. Terms and conditions of using the Service and Platform

- 1. PROIDEA provides through the Website electronic services including:
  - a. the possibility to read the information publicly available on the Website, in particular concerning the Conferences and Trainings organised by PROIDEA.
  - b. the possibility to submit an Application for the Conference and Trainings.
  - c. reading the information publicly available on the Website, in particular concerning the Trainings, is possible for every Internet user.
- 2. PROIDEA provides a service allowing to submit an Application by redirecing the User to the Platform, and service allowing to order conference materials by sending a form to servers of the Website.
- 3. Using the Website and Platform, as well as services and tools available through them require access to Internet and a device (personal computer, smartphone, tablet) equipped with an updated web browser. Using the Internet access may involve costs applied by User's Internet provider.
- 4. PROIDEA informs that normal course of the Trainings requires stable and good quality Internet connection, thus is not responsible for low quality of Participants' and Trainers' connection that will impede or prevent participation in the Trainings.
- 5. Using the Website and electronic services available through it is not attached with security threats of User's ICT system other than usual threats resulting from using the Internet, such as computer viruses, malware, attacks by third parties aimed at breaking the security of User's or Website's ICT system in order to illegally obtain information, including personal data.
- 6. In order to ensure secure data transmission through the Website, PROIDEA shall apply technical and organizational measures corresponding with the level of risks related to the use of the Website.
- 7. In order to prevent threats, including threats listed in paragraph 6 above, it is advised that Users use antivirus software and similar software protecting from these threats.
- 8. Users shall not abuse the Website, in particular:
  - a. transmit any content that would cause disruption or overload of the Website or systems used by entities that participate, directly or indirectly, in the provision of services by electronic means;
  - b. transmit any content that could infringe on the personal rights of any third parties, or on any copyrights, intellectual property rights or business secrets, or that might in any other manner violate the law and order or be contrary to accepted principles of morality;
  - c. transmit any content containing computer viruses and other malicious software, such as worms, trojan horses, keyloggers or other;

d. transmit any content that would distribute unsolicited commercial information (SPAM) other illegal content –as well as transmit any other unlawful content.

# IV. Taking part in the Training as a Participant

- 1. Participation in the Training as a Participant allows one to:
  - a) receive a set of training materials (if they occur)
- 2. The Participant of the Training must:
  - familiarize him or herself with the description of the Training as well as with the program before applying,
  - use his or her own computer equipment necessary for the Training (if there is such a need)
  - ready his or her equipment (as stated above) for the work that will be carried out over the course of the Training, including installing any of the necessary programming mentioned in the description of the Training, etc.
  - Not abiding by these rules may not be grounds for complaint against the Training.
- 3. Registration for the Training may be only be done through the registration form which is available at the webpage <a href="https://evenea.pl/event/confidence2020training/">https://evenea.pl/event/confidence2020training/</a>. The will to participate should be filed in such a way that it leaves an identity trace in the form of a registration form that has been filled in, as well as agreeing to the necessary conditions that are tied to the processing of personal data on the side of the Contacting Authority, as well as the confirmation of the receival of the submission on the part of the Organizer.
- 4. Registration for the Training should be delivered to the Organizer by the date indicated on the Training's web page.
- 5. Registration may be submitted by any individual, however it is understood that if the Participant is not a Contracting Authority, then the will of the Contracting Authority is binding.
- 6. Registration is to be understood as binding and requires that the cost of the ticket chosen be paid by the date named, payment may not take place later than 7 working days after Registration has been entered.
- 7. Payment is required for Participation in the Training as a Participant. The cost of participation has been provided in the price list available in the registration form at <a href="https://evenea.pl/event/confidence2020training/">https://evenea.pl/event/confidence2020training/</a>. The price named in the Price List concerns the participation of one person.
- 8. The price listed in the Price List has been increased by the value added tax (VAT), with exception to cases in which the Participant has provided the Organizer with an official statement concerning the financing of his or her

- participation in the Training by a public entity, at their email rejestracja@proidea.org.pl.
- 9. Payment for participation in the Training may be done in Polish currency. It is possible to pay for participation in the Training in another currency, in which case anyone who wishes to do so is urged to contact the Organizer via email at biuro@proidea.org.pl.
- 10. The Contracting Authority conducts the registration for Participants with their permission. The personal data of Participant registered by another User is processed for purposes of providing services at the Training, on the basis of the agreement of the Participants Art. 6, section 2, a) GDPR. If the Participant's Registration for the Training is carried out by the Contracting Authority, he or she should be authorized to provide the Organizer with the Participant's personal data. The Contracting Authority is required to show the required authorization or power of attorney upon the request of the Organizer.
- 11. In the Participant registration form available on the Platform, as well as on the Service, the Contracting Authority will provide the following information: his or her name and surname; email address (the ticket and any information regarding the Training will be sent to the email address provided, therefore we request that you provide a direct and email address that you currently use); telephone number as well as any other comments. The personal data of the Participant will also be required: name and surname, telephone number, company and position. In addition, the Contracting Authority provides the information necessary for the invoice: company name, address, postal code, city, and optionally the tax number (NIP). The company name and the tax number (NIP) will be provided for purposes of receiving an invoice if the registration is made on the behalf of a company (a private individual, or an organizational unit which does not possess a legal personality, but possesses legal competencies, a natural person with his or her own company). In the registration form, the Contracting Authority also provides the promotional (discount) code (if received by the User). If the User does not provide that code at the time of registration, he or she loses the rights to a discount and the registration will take place in accordance with the payments in the Price List.
- 12. Before sending the Participant registration form, the Contracting Authority must familiarize him or herself with the contents of the Rules and Regulations, as well as with the Privacy Policy. By sending the Organizer the filled in form, the User is offering to come into an agreement regarding participation in the Training.
- 13. Offers received by the Organizer, mentioned in pt iii.11. are confirmed via the Platform, and an email is sent to confirm registration. At the moment the message is sent to the Participant, a contract of participation in the Training

has been entered between either the Organizer and the Participant or the Contracting Authority Representing the Participant.

- 14. The Rules and Regulations foresee the following payment types:
  - a) Online payment: paying with a credit card. This payment type is serviced by PayPal and Dotpay LLC.
  - b) Offline payment: through an electronic bank transfer. Within 7 days after registration, the Organizer will send an invoice to the email of the User in the case that the payment has been made offline. Payment for participation in the Training must be made on time and to the account number of the Organizer, which has been provided in the invoice pro forma. Payment for participation may be made immediately after obtaining a notice of confirmation from the Organizer, which is mentioned in pt. III.12., to the Organizer's account number, indicated in the email sent to the Participant or through the online payment system (id: platnosci@proidea.org.pl).
- 15. In the case of a lack of payment made in the timeframe marked on the invoice, the Organizer has the right to resign from the contract for participation in the Training without additional invocations or stating an additional payment deadline. Only the payment of the ticket price guarantees participation in Training.
- 16. Any Contracting Authority who is also a customer (a natural person carrying out any legal activity not directly related to his or her company or professional activity, and who possesses full competencies to carry out legal activity [understood as a non-incapacitated person over the age of 18, who may legally represent him or herself on his or her own behalf]) is authorized to resign from the contract formed with the Organizer without facing consequences and without the need to provide the reasons for resignation up until the time that registration has closed. Any statement on resignation from the contract should be sent in written form.
- 17. Subject to pt. III. 15. the Contracting Authority who has paid for his or her participation in the event is authorized to resign from participation in Training no later than 17 September 2020, by sending the Organizer a written statement in the form of a letter to the Organizer's address or in electronic format to the email address rejestracja@proidea.org.pl. In the case that the person resigning decides to send a letter, the deadline for sending such a resignation remains the same, if the document has been sent by the date provided above. The Organizer will then return the entire cost of participation in the Training. The return will be granted within 30 days and on the basis of a correcting invoice accepted by the User.
- 18. The Organizer allows for changes to be made to the list of Participants, Information regarding changes in Participants should be communicated to the Organizer no later than 7 days before the commencement of the Training. Any change regarding a Participant requires a new registration form to be filled out

- and information regarding the change to be given by the Contracting Authority at the email rejestracja@proidea.org.pl, along with a provision of information about the people that any such changes concern.
- 19. The acceptance of resignation from or changes to participation in the Training will be confirmed by the Organizer via email at the address provided in the registration form.
- 20. In the case that the Contracting Authority should wish to resign from the Training after 17 September 2020, the Organizer reserves the rights to the payment made.
- 21. In the case that the Training have been paid by the Contracting Authority, and the Participant does not show him or herself to be present, the Contracting Authority will not be provided a refund.
- 22. The date of posting the payment on the Organizer's bank account is the date deemed the official date of payment.
- 23. Immediately after obtaining the payment, the Organizer will provide the VAT invoice on the behalf of the Contracting Authority.
- 24. The Organizer reserves the rights to provide a discount on the price for participation in the Training, which transcend the framework of the present Rules and Regulations.
- 25. Promotions and discounts may not be combined one may only use one chosen promotion or discount.
- 26. No promotional or discount offers are available to those who have filed or paid for their participation in the Training the day before the promotional and discount offers are launched.

## V. Organization

- 1. The Trainings are held online using the Video conferencing/webinar platform
- 2. The Training will be carried out only when the minimum required number of tickets has been paid for, which is set by the Organizer and the Leader. The Organizer therefore reserves the rights to cancel the Training 14 days before the Training are set to take place in the case that the minimum required number of participants has not been reached. In such a case, all of payments made by the Participant will be returned by the Organizer to the Contracting Authority in full. The return will be given within 30 days and on the basis of a correcting invoice accepted by the Contracting Authority.
- In the case that the Leader is unable to carry out the Training at the time reserved for unforeseen reasons, the Organizer reserves the rights to cancel or move the Training. The Participants will immediately be informed of such a fact.

- 4. The Organizer reserves the rights to cancel the Training at the latest time of 3 work days before the reserved date of the training, and for reasons that are independent of the Organizers.
- 5. During the Training, the Organizer is authorized to disseminate and share the proceedings of the Training in audiovisual form (for news and interview purposes, as well as artistic forms and music videos), and visual (for purposes of documenting and artistic photography) for the purposes of documentation, as well as promotion and advertising. It is for this fact that images of the people present during the Training may be registered free of charge, and subsequently disseminated for the purposes mentioned above indefinitely, a fact to which the Participant agrees to at the moment of stepping onto the terrain of the Training.
- The organizer informs that the course of the Training may be filmed, photographed, transmitted and recorded on media as part of televised and radio, internet and other public transmission devices in accordance with the latest technical methods of recording.
- 7. The organizer reserves the rights to record and post audiovisual materials related to the course of the Training, as well as to share the materials with third parties.
- 8. The Organizer will not provide accommodation during the time of the Training nor computer equipment for individual work over its duration.
- 9. The organizer is not responsible for the Participants' belongings, which may be lost, damaged or stolen during the Training.
- 10. The Organizer reserves the right to change the Training program and may not be grounds to direct financial claims.
- 11. The Organizer reserves the rights to refuse to provide services to any Participants who did not provide payment by the deadline stated.

#### VI. Liability

- 1. The organizer reserves that the Training are strictly informational and may not be used as a tool to make decisions.
- 2. The organizer is not responsible for:
  - a. Any damages that might be the result of taking part in the training by the Recipients and which goes against the laws or the Rules and Regulations herein presented.
  - b. Any damage done that may result in the cessation of the Training, and in the case of their being the fault of the Contracting Authority/Participant or as a result of the infringement of laws or the Rules and Regulations;

- c. Any damage resulting from the use of materials, data, and information disseminated by the Contracting Authority/Participant as a part of the Training for economic, investment or business purposes, etc.;
- d. Any damage caused by the release of personal data, in accordance with the Rules and Regulations.

#### VII. Personal Data

- 1. The Adminstrator of personal data collected at Trainings is PROIDEA sp. z o.o. with its headquarters in Cracow, ul. Zakopiańska 9, 30-418 Cracow under the KRS number 0000448243, NIP: 6793088842.
- 2. All information concerning the processing of personal data by PROIDEA, in relation with Trainings, has been provided below the terms.

#### VIII. Complaints

- 1. Any complaints by Users may be sent to the address rejestracje@proidea.org.pl or in writing and sent to PROIDEA's headquarters.
- 2. Complaints regarding the course of Trainings within 14 days of the Trainings end. The date that the complaint is received is considered the date of the complaint.
- 3. Any complaints filed after the aforementioned 14 days has reached its end will not be considered.
- 4. PROIDEA commits to handling complaints within 14 days of their being filed. If PROIDEA does not answer a complaint within that period, the complaint has been investigated and handled.

#### IX. Order regulations

- 1. Trainings Participants and Trainers using the Platforms shall act in a way that does not pose a threat to the safety of other Participants and Speakers/Trainers, comply with the law and these Rules, as well as immediately follow the instructions of security staff. It is forbidden to obstruct and block exits and escape routes, as well as other necessary rescue or fire-fighting equipment in the event of an emergency during the Trainings.
- 2. Trainings Participants and Trainers using the Platforms shall respect the rights and personal dignity of other Participants and Speakers/Trainers. Participants and Speakers/Trainers shall be strictly prohibited from harassing other Participants and Speakers/Trainers. Harassment shall be deemed as: offensive verbal comments on sex, gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion, as well as

- intentional intimidation, persecution, improper physical contact and unwanted sexual attention. In addition, during the Training it shall be prohibited to use words and symbols commonly recognised as prohibited, including rude language or expressions that may offend religious or ideological feelings, or implying discrimination.
- It shall be forbidden to damage any markings and information boards, advertising media, devices and equipment on the Training premises etc. Participants and Speakers/Trainers shall use sanitary facilities only for their intended purpose.
- Participants and Speakers/Trainers shall promptly notify PROIDEA of any instances of misconduct (in particular those indicated above) by other Participants or Speakers/Trainers.

# X. Extrajudicial resolution of disputes

- 1. Any disputes arising between PROIDEA and a User, who is a consumer (i.e. a physical person carrying out legal activity not directly related to his or her business or career activity, who possesses the full capability to carry out legal duties [understood as a person who is not incapacitated or under the age of 18, and may act on his or her own behalf in legal matters]) may be resolved amicably. Details regarding the means for such, as well as access to extrajudicial forms of resolving disputes can be found here: <a href="https://www.uokik.gov.pl/pozasadowe\_rozwiazywanie\_sporow\_konsumenckich.php">https://www.uokik.gov.pl/pozasadowe\_rozwiazywanie\_sporow\_konsumenckich.php</a>
- 2. Details regarding the use of extrajudicial and dealing with such complaints and seeking redress, examining disputes and the regulations regarding the access to such procedures is available in the offices of, as well as on the websites of:
  - city consumer representatives
  - social organizations, whose statutory tasks including protecting a consumer (including Federacja Konsumentów [the Consumer's Federation], Stowarzyszenie Konsumentów Polskich [the Organization for Polish Consumers]). The Consumer's Federation provides advisory services at their number 800 007 707 and the Organization for Polish Consumers can be reached via email porady@dlakonsumentow.pl)
  - Wojewódzki Inspektorat Inspekcji Handlowej and under the following web addresses, Urząd Ochrony Konkurencji i Konsumentów: <a href="http://www.uokik.gov.pl/sprawy\_indywidualne.phphttp://www.uokik.gov.pl/wazne-adresy.php">http://www.uokik.gov.pl/sprawy\_indywidualne.phphttp://www.uokik.gov.pl/wazne-adresy.php</a>
- 3. In the case that a dispute arises between PROIDEA and a User (being a consumer) concerning the contract of participation at Trainings, the consumer

- has the right to use extrajudicial means of examining the complaint and seeking redress, including filing a complaint in one of the EU's official languages, including in Polish, via the EU internet platform ODR, available at the address <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>
- 4. A User who is also a consumer is authorized to turn to the City's sales inspector (Wojewódzki Inspektor Inspekcji Handlowej), in accordance with art. 36 of the Directive from 15 December 2000 regarding Sales Inspection, with the application to initiate mediation proceedings in the case of an amicable resolution to a dispute between the consumer and PROIDEA. Information regarding the rules and mediation procedures carried out by the City Inspector of Sales Inspection is available in their offices as well as on their websites.
- 5. A User who is also a consumer is authorized The Permanent Consumer Arbitration Court, mentioned in art. 37 of the Directive from 15 December on Sales Inspection, with an application to resolve the dispute arising from the contract.

#### XI. Registering the Trainings

- 1. During the Trainings, PROIDEA and the Conference and Training partners are authorized to save and distribute the proceedings of the Conference and Trainings, both in audiovisual (for news purposes, interviews, as well as artistic purposes or music videos) and visual form (photographic and artistic) for purposes of documentation, as well as promotional purposes or advertising. For this reason, the image of a person at Trainings may be saved without charge, and following this, may be disseminated for reasons mentioned above, at any time. This is a fact that the Participant agrees to upon entering Trainings terrain.
- 2. PROIDEA would like you to keep in mind that the Conference and Trainings will be filmed, photographed, transmitted and recorded on different audio-visual devices, as well as on radio devices, online and through other types of public transmission that falls under new technical recording methods.

#### XII. Final resolutions

1. Unless otherwise stated in these Rules, communication between PROIDEA and the User who submitted the registration form for a Participant or Speaker/Trainer to PROIDEA will be carried out electronically, to the User's e-mail address indicated in the Account settings, and to the following PROIDEA's e-mail address: paulina.makarewicz@proidea.org.pl or any other address in the proidea.org.pl domain.

- 2. Polish law is applicable for agreements based on these Rules.
- **3.** The up-to-date Rules shall be published on the Website and sent, free of charge, to the Participant at his or her each request to the e-mail address indicated by the User.
- 4. PROIDEA reserves the right to change the date of the Trainings or cancel it only in case of events beyond its control (state of emergency, natural disaster), which prevent the Trainings from being held within the time specified in the Trainings announcement posted on the Website. In case of change of the date of the Trainings, Participants and Trainers have the right to withdraw from the contract within 14 days from announcing the change of the date of the Trainings. Information on the change of the date of the Trainings will also be sent to email addressed of Participants and Speakers/Trainers.
- **5.** PROIDEA reserves the right to change the Rules for an important reason. Important reasons include in particular:
  - the need to update contact details, including names or references included in the Rules;
  - the need to adapt the Rules to changing legal provisions regarding issues regulated by the Rules;
  - the need to execute judgements, decisions or recommendations of authorized courts or public authorities in matters related to content regulated by the Rules;
  - changing the operation of the Website, including its development and adding new functionalities;
  - changing the technical conditions of providing services through the Website;
  - the need to remove any errors or ambiguities, if they appear in the Rules;
  - the need to modify the Rules in order to avoid abuse of violation of the Rules.
- **3.** PROIDEA reserves the right to amend these Rules. Any amendment to these Rules shall each time be notified to Users by way of a notice placed on the Website, not later than 14 days before the planned effective date of such amendment. If a User does not consent to such amendment to these Rules, he or she should notify PROIDEA of the fact within this period.

<b>4.</b> In case of disagreement with the new content of the Rules, the User should stop using the Website when the new content of the Rules comes into force.
Privacy Policy
<ol> <li>This privacy policy ("Privacy Policy") contains information concerning the processing of personal data obtained through participation in the Confidence Trainings, on 10 or 10-11 September 2020 ("Trainings").</li> <li>The Administrator of the personal data collected in correlation with the Trainings is PROIDEA Sp. z o.o., whose headquarters is in Cracow (30-418), ul. Zakopiańska 9 and has been entered into the register of entrepreneurs kept by the District Court for the City of Cracow under the number 000448243, NIP: 6793088842, and is also the leading organizer of the Trainings</li> </ol>

("Administrator").

3. You may contact us via email: biuro@proidea.org.pl or reach us at out phone number +48 605 177 303. Our telephone operating hours are from Monday to Friday from 9:00am to 5:00pm.

# What kind of personal data do we process and for what reasons?

- The Administrator processes personal data in agreement with the General Data Protection Regulation as of 27 April 2016 regarding the protection of individuals in connection with the processing of their personal data and regarding the ease in processing such data, as well as the repeal of the Data Protection Directive 95/46/EC ("GDPR").
- 2. We process personal data collected via a Trainings registration form, which is available on our webpage at the address: <a href="https://confidence-conference.org">https://confidence-conference.org</a> ("Service").

The Service contains information on the Trainings and enables individuals to declare their participation in the Trainings via the webpage, which is available at the address: <a href="https://app.evenea.pl/event/confidence2020trainings/">https://app.evenea.pl/event/confidence2020trainings/</a> ("Platform").

- 3. The Administrator processes the following personal data of every user (who is a participant of the Trainings): first name and last name, email address, telephone number, company name and position. This information is given out voluntarily by each participant, however this data is essential for the purpose of entering into an agreement with the Administrator, regarding participation in the Trainings, as well as for the execution of the Trainings. In the case of participants signed up by another party, the Administrator collects and processes additional personal data also collected via the registration form for the Trainings, which is as follows: first name and last name, email address and telephone number.
- 4. The user's personal data is processed for the purpose of providing services at the Trainings as a part of the execution of the agreement on participation at the Trainings by the Administrator, on the basis of art. 6 par. 1 pt. b) of the GDPR.
- 5. PROIDEA collects and processes the following data of users taking part in the Trainings as speakers/trainers: first name and last name, email address, telephone number, country of residence, company name, position held, short bio, type of session or panel, lecture title, category, level of difficulty of presentation, abstract, duration, language of presentation, photograph. PROIDEA processes the personal data of users who have expressed an interest in taking part in the trainings as speakers/trainers, for the purpose of assessing applications and choosing speakers/trainers, as well as for the purpose of the possibility for speakers/trainers to participate in the Trainings. Accepting the terms and regulations occurs through the selection of the corresponding box found in the presenter's form and is completely voluntary, however it must be stated that choosing the proper box is a condition of attending the Trainings as a speaker/trainers (the basis of processing personal data is the agreement of the person in question - art. 6 par. 1 pt. a) of the GDPR). The data is processed for the purpose of assessing the lecture by the Board of the Confidence 2020 Program.

- 6. During the trainings, photographs and videos may be taken, and in connection with this fact, the Administrator will process your image on the basis of the agreement presented in art. 6 par. 1 pt. a) of the GDPR.
- 7. By giving such data as a user name on Twitter, information regarding how you found out about the Trainings, information regarding what it was that made you want to attend the Trainings, as well as other questions are voluntary and optional.
- 8. Providing information for the VAT invoice: company name, address, postal code, city, NIP (optional) is necessary to be provided with an invoice. This type of personal data can be processed for the purpose of issuing an invoice on the basis of art. 6 par. 1 pt. f) of the GDPR.
- 9. If you agree to the terms, your personal data including: first name and last name, email address, telephone number, country of residence, company name, position, may be processed for marketing and promotional purposes, which are related to offers from the Conference and Trainings Partners on the basis of art. 6 par. 1 pt. a) of the GDPR. Agreeing to such terms is done on a voluntary basis and does not make up a condition for participating in the trainings. However, the Administrator may process this data for marketing purposes on the basis of art. 6 par. 1 pt. f) of the GDPR.
- 10. After carrying out the agreement for participation in the trainings, the basis on which data will be processed, within the limitations of the point outlined below, is justified on a legal basis (art. 6 par. 1 pt. f) of the GDPR), and is displayed in order to ensure the legal safety of the administrator.
- 11. Your personal data may be subject to profiling in order to reach the targets that they were chosen for. This data will not, however, be used by the administrator for the purpose of making automatic decisions.

## How long do we keep your personal data?

- 1. Your personal data will be processed until the claims related to the agreement with the Administrator regarding participation at the trainings have expired.
- 2. In the case that you agreed to the processing of your data for marketing purposes, your information will be processed until you withdraw your consent to such processing.
- 3. In the case that the Administrator received your consent to process your personal data for the Conference and Trainings Partners (on the basis of art. 6 par. 1 pt. a) of the GDPR), your data will be processed by the Administrator until they have been sent to the Conference and Trainings Partners. The Administrator has the right to use the materials made available by the Presenters after the trainings, for the purpose of recruiting other speakers/trainers for the following editions of the Trainings.

## Who do we give your personal data to?

1. The recipients of your personal data are the Administrator's employees, as well as those cooperating with the Administrator. The recipients of your data may also be entities which provide services to the Administrator with regards to organizing the Trainings or helping the Administrator reach marketing goals. Among those who have access to the personal data gathered by the

Administrator are those entities servicing the Platform, which aid in registering for the Trainings (the Platform is available through the web service Evenea, which is run by Event Labs sp. z o.o. in Warsaw). Additionally, is you are using the online payment system, the Administrator has the right to make your data available in order to carry out the payment process.

- 2. If you agree to have your data processed by the Conference and Trainings Partners, they will also be authorized to process the personal data named above.
- 3. In certain cases, your personal data may also be shared with public bodies. This will only occur in the case that legal stipulations require us to do so.
- 4. In very rare cases, your personal data may be shared with the United States of America (see pt. 26), but only to those bodies which guarantee the safety of your personal data abiding by the proper standards for their protection, i.e. with reference to those issued by the European Commission's decision to provide the proper protection of personal data, mentioned in art. 45 of the GDPR, as part of the Privacy Shield, or on the basis of any necessary security, mention in art. 46 of the GDPR, including model contractual clauses.

## Your rights

- 1. Any requests that you may have regarding your rights may be sent to us at our email address: <a href="mailto:biuro@proidea.org.pl">biuro@proidea.org.pl</a> or mailed to us by post at our address: Proidea Sp. z o.o., ul. Zakopiańska 9,30-418 Cracow Poland.
- 2. You are entitled to the following rights:
  - a. The right to request access to your personal data;
  - b. The right to make changes your personal data: if you believe that the personal data provided is inaccurate or incomplete;
  - c. The right to remove your personal data;
  - d. The right to limit what personal data is processed;
  - e. The right to object to the processing of your personal data: you are entitled to object to the processing of your personal data on the basis of a personal situation. You have an absolute right to object to your personal data's being processed for direct marketing purposes, including profiling linked with direct marketing. In connection with the fact that the basis of processing personal data lies within the justifiable interest of the Administrator, i.e. the settlement, investigation or protection of the Administrator's claims, the processing of the personal data of individual participants signed up for the Trainings by another party (art 6 par. 1 pt f GDPR) may be objected by the individual.
  - f. The right to withdraw consent: if you agreed to the processing of your personal data, you are entitled to withdraw your consent at any time, however this withdrawal does not pertain to the data that was processed before withdrawing consent.
  - g. The right to transfer your personal data.
- 3. We will use our best efforts to ensure that your personal data is fully and legally protected. If, despite this fact, you believe that we are processing your data illegally, you are entitled to the right to lodge a complaint with a supervisory authority, which falls to the President of the Personal Data Protection Office in Poland.

#### Cookies

#### General information about cookies

 We use technologies, such as cookie files, to gather and process personal data in order to personalize the content of advertisements visible on other web pages, as well as to conduct analyses of the traffic present in the Service.

Cookies enable us to get to know your interaction with the Service better. They allow us to therefore organize its structure. They also collect information on how it is that you use the Service, on the page through which you were directed to us, as well as the number of times you visited our page and how much time you spent on specific pages. Cookies also allow us to personalize our advertisements, as well as those of our partners.

The Service's cookie files are automatically stored in your devices if your setting so allow. A cookie file usually contains the domain name, its expiration date, as well as an individual random identification number for that file. The information stored within a cookie file may be found with other data that you provided, including your email address. You may switch off the cookies function in your internet browser's settings. If you choose this option, you will be able to navigate the web, however the functions of the sites may be limited.

Using the Service and having cookies switched on in your settings is automatically read as consent for us to use cookies.

2. The Service uses the Administrator's cookies, as well as third party cookies.

#### **Google Analytics**

The Service uses the Google Analytics tool, a web analysis service offered by Google Inc. ("Google"). The Google Analytics tool uses cookies stored in your computer, which allow you to use the Service. Information on your use of the Service is sent to the US's Google server and there saved. The Service uses the anonymization of IP addresses. This means that your IP address will, in advance, be shortened by Google in the EU or other countries outside the EU which are also signatories in the Agreement on the European Economic Area. The full IP address, before being shortened, will be sent to the Google server in the US only in special cases. Google uses the data in order to analyze your use of the Service for the Administrator, with the goal of creating reports on activity on the Service, as well as for the purpose of providing other services related to the use of the Service and Internet to the Administrator. The IP address identified by Google Analytics will not be merged with other data collected by Google.

#### Remarketing

The service uses cookie remarketing tools in order to provide you with advertisements on Facebook (Facebook Pixel) and Google (Google Ads).

#### **Web Beacons**

Besides cookies, the Service may also collect data regularly collected by the administrators of internet systems as a part of the so-called logs and files.

#### **IP Address**

The Administrator reserves the right to collect the IP addresses of those visiting the Service, as they may be helpful in diagnosing technical problems in the server, conducting statistical analyses (such as determining the regions that most visits come from). Additionally, they may be helpful in administering and perfecting the Service. The IP addresses are collected anonymously, which means that they are in no way placed in conjunction with the personal data of a user.

# **Changes to the Privacy Policy**

- 1. Changes may need to be made to our Privacy Policy. If the Privacy Policy does undergo any change, you will be notified about such a fact.
- 2. This Privacy Policy applies as of 28.07.2020