

THE "TK CUSTOMER PORTAL" - TERMS AND CONDITIONS

§ 1 Preliminary issues

1. The Terms and Conditions (hereinafter referred to "Terms") apply to the provision of electronic services rendered with the use of the "Customer Portal" (hereinafter referred to "Portal").
2. The "Portal" is administered by the TARGI KIELCE joint-stock company with its registered office in Kielce (address: 25-672 Kielce, Zakładowa 1), entered into the register of entrepreneurs of the National Court Register by the District Court in Kielce, 10th Commercial Department of the National Court Register under the KRS number: 0000352242, NIP Tax Identification Number: 657-030-98-03, REGON [National Business Registry]: 290036480.
3. Contact with the "Portal" Administrator:
 - a) the "Portal" Administrator's address - 1 Zakładowa Street, 25-672 Kielce.
 - b) the "Portal" Administrator's e-mail address: biuro@targikielce.pl,
 - c) the "Portal" Administrator's telephone number: 41 3651222,
 - d) the "Portal" Administrator's bank account number:

IBAN: PL22 1750 1110 0000 0000 0568 3537,.
 - e) A customer may communicate with the "Portal" Administrator using the addresses and telephone numbers indicated in this section.
4. A customer may use the "Portal" in order to obtain information related to the events organised and services provided by Targi Kielce S.A., as well as to make an order/purchase.
5. The scope of the Portal's functionality is subject to changes; however, changes in the Portal do not result in any change to the "Terms" provisions.
6. The names used in the Terms signify:
 - a) **Terms and Conditions** - this document hereinafter referred to as Terms,
 - b) **Portal** - the internet service for customers who may use the Portal in order to obtain information related to the events organised and services provided by Targi Kielce S.A., as well as to make an order/purchase.
 - c) **Portal Administrator** - the entity which manages the Portal. The Portal is administered by Targi Kielce SA.
 - d) **Customer** - natural persons conducting the business activity or owning a company, and legal persons, and unincorporated organisational who are recipients of services provided by Targi Kielce S.A. who are payers, having an account in the Customer Portal,

- e) **Customer Account** - a part of the "Customer Portal" excluded and designated for the Customer to use, which contains the functionalities available in the Portal, and makes it possible to order and purchase services provided by Targi Kielce S.A.
- f) **Account Administrator** - a person, managing the Customer's Account in the "Customer Portal" on the basis of an Authorisation granted by the Customer; the Account Administrator has the full functionality access in the "Portal". In particular, they are authorised to place orders and purchase services.
- g) **Account User** - a person who has access to the Customer's Account in the "Customer Portal" who is authorised to use the "Portal" functionality which has been made available for the user.
- h) **Order** - an inquiry submitted by the Customer regarding the conclusion of the Contract for the Services provision between the Customer and Targi Kielce S.A.; the inquiry submitted in an electronic form via the "Portal."
- i) **Contract** - a contract concluded as a result of Targi Kielce accepting the Order / Orders for execution, the Orders placed by the Customer according to the terms and conditions specified in these Terms or the terms and conditions of a specific event.

7. **The Terms** are available on the Portal website and at the Targi Kielce S.A., registered office; the **Terms applicable for a specific event** - available at the event's dedicated website. The Account Administrator and the Account User are obliged to become familiar with the Terms available on the "Portal" website and at the company's seat before they are granted access to the Portal.

§ 2 The technical conditions specification related to the use of the "Portal"

In order to use the "Portal", you should have:

- a) an Internet-connected, user's terminal
- b) a web browser installed on the user's device, preferably M.S. Edge >= 40.0, Mozilla Firefox >= 57.0, Opera >= 49.0, Chrome >= 60.0,
- c) an active e-mail account,
- d) cookies enabled.

The Portal is available at: <https://portalklienta.targikielce.pl>

§ 3 Setting up a Customer Account and Terms related to the "Portal" use

1. Targi Kielce S.A. makes the Portal available for the Customer and thus directly register their participation for the trade fair and other events organised by Targi Kielce S.A. and to place orders.
2. Targi Kielce S.A. is not held responsible for the content posted by the Account Administrator and the Account User on the Portal.
3. Targi Kielce S.A. reserves the right to interfere and moderate the content posted by the Account Administrator and the Account User.

4. The Account Administrator and the Account User are obliged to use the "Portal" in a manner consistent with the legal provisions in force and applicable in the territory of the Republic of Poland, with the provisions of the Terms, as well as the general principles of the Internet use, and the purpose the Portal has been created for, in particular to:
 - a) it is forbidden to publish or disseminate the content prohibited by law, e.g. content that promotes violence, defamatory content or the content which violates personal rights and other third parties' rights,
 - b) the "Portal" should be used in a way that does not impede its operation - mainly refers to the use of specific software or devices.
5. The scope of services offered by Targi Kielce S.A., which the Client may purchase via the Portal, is constantly updated. Targi Kielce S.A. reserves the right to refuse to sell services to the Client without giving reasons.
6. A Customer Account, created by the Account Administrator as a result of registration in the "Portal", is the prerequisite for using the "Portal" .
7. In order to set up a Customer account in the "Portal", the Account Administrator is required to:
 - a. go to the: <https://portalklienta.targikielce.pl> website,
 - b. fill in the registration form, provision of all the required data is mandatory,
 - c. read and accept the "Portal" Terms,
 - d. add the following document scan: "The Ordering Party's Data Registration. Authorisation to conclude on-line contracts". The document indicates the persons authorised to conclude contracts on-line on behalf of the Client,
 - e. confirm that the e-mail address used for registration is active; the activation link is used for this purpose,
 - f. undergo the verification process carried out by the Portal Administrator,
 - g. obtain the confirmation of the account creation, sent by the Portal Administrator to the e-mail address provided during registration.
8. Targi Kielce S.A. reserves the right to refuse to set up a Customer Account without giving reasons.
9. In order to register an Account User, the Account Administrator must:
 - a) go to the My Account / My Companies / Employee Management tab, enter all the required data related to the Account User,
 - b) The Account User will receive a notification containing an activation link to the e-mail address provided,

- c) The Account User, when logging in to the Customer Account for the first time, is obliged to accept the "Portal" Terms and other the required consents.
10. Any changes related to persons and/or personal data of persons authorised to sign the Contract require a written notification to the "Portal" Administrator; the "Portal" Administrator should be sent the following documents: "Revocation of the authorisation to conclude on-line contracts" and a new: "Authorisation to conclude on-line contracts". The documents indicated above are available at: <https://portalklienta.targikielce.pl> and <https://www.targikielce.pl/en/service-for-exhibitors/regulations-and-statements>.
 11. The Account Administrator and the Account User are responsible for maintaining confidentiality with relation to the password. The Account Administrator and the Account User are obliged, without any undue delay, to notify the Portal Administrator about any unauthorised access to the Customer Account and about any other security breaches. The Portal Administrator shall not be liable and responsible for any damages resulting from the Account Administrator's and Account Users' failure to notify the Portal Administrator in this regard and/or the Customer's, Account Administrator's or the Account Users' failure to ensure the password confidentiality.
 12. The Customer may remove the Customer Account at any time, without giving a reason. In order to delete the account, a request ought to be submitted to Targi Kielce S.A.; either e-mailed to the following address: biuro@targikielce.pl or posted to the company's registered seat.

§ 5 The contract conclusion process

1. In order to submit a registration for an event organised by Targi Kielce S.A., and to conclude a contract via the "Portal", the Account Administrator should log in to the "Customer Portal" via the www.targikielce.pl website or <https://portalklienta.targikielce.pl> website
2. Participation in the events organised by Targi Kielce S.A. is subject to the following conditions:
 - a) in the case of trade fair/expos - the Account Administrator is obliged to order at least XXXX exhibition space and obtain the Targi Kielce S.A. confirmation that the space has been ordered,
 - b) in the case of conferences, congresses, concerts, facilities rental and all other events - the offer acceptance, which results in signing a contract for the particular event
3. The Contract related to the trade fair participation is deemed concluded upon Targi Kielce S.A. sending the confirmation to the Account Administrator; Targi Kielce S.A. confirms its acceptance of the order referred to in point 2 a), i.e. the exhibition space.
4. After the contract conclusion referred to in point 3, the Account Administrator is granted the possibility of ordering further services related to trade fair participation via the "Portal". Any modifications associated with the ordered exhibition space's size or resignation from the trade fair

participation require a written form should, a notification be submitted to Targi Kielce S.A. by the Account Administrator.

5. Only the services ordered and confirmed by the Customer, which have the "Approved" status, will be provided.
6. The approved order is the basis for issuing a VAT invoice, which can be issued no earlier than 30 days before the trade fair commencement.
7. Targi Kielce S.A. reserves the right not to provide the services the Customer has ordered, which do not have the "Approved" status 30 days before the trade fair commencement. The services that do not have the "Approved" status may be cancelled by the "Portal" Administrator. In order to re-order the services, the Account Administrator may open a new order.
8. Further orders can be added and modified via the "Portal", until the option of electronic orders placement is blocked. Every time, this placement-end date is specified in the Regulations of a given trade fair.
9. All orders placed via the paper, hard-copy expo registration form for the trade fair will be visible in the "Portal" no later than 30 days before the event's commencement.
10. The "Portal" will contain a summary of all orders placed by the Customer for the event they participate in. The Customer is obliged to commission / accept the expo stand, i.e. to verify the quality and quantity of elements delivered to the expo stand in accordance with the Contract. Any comments and inconsistencies should be reported in person at the Exhibitor Service Office or by means of the Help Desk module in the Customer Portal - category/type: "Expo stand acceptance" - no later than the end of the first day of the event. If the Customer does not submit any comments before the deadline indicated above, the expo stand is considered accepted.

§ 6 Payment methods

1. The prices of the Services ordered through the "Portal" are listed in the currency consistent with the price list applicable for the particular event.
2. VAT invoices issued on the basis of the order placed by the Accounts User will be visible in the Customer Account.
3. The Invoices for services purchased by the Account Administrator will be e-mailed to the Customer by Targi Kielce S.A. to the e-mail address provided when placing the order for a given trade fair in the "Portal".
4. The Customer is obliged to pay the due amounts to Targi Kielce S.A. resulting from the issued invoices, payment should be made within the deadline indicated on the invoice, and money transferred to the bank account indicated on the invoice document.

5. All issues related to payments for participation in a particular trade fair are specified in the regulations dedicated to the particular events organised by Targi Kielce S.A.

§ 7 Complaints procedure

1. The Customer may report any irregularities in the "Portal" operation; notifications may be filed at any time by e-mail to the address biuro@targikielce.pl or posted to the following address: Targi Kielce S.A., 1 Zakładowa Street, 25-672 Kielce.
2. There is 30 days' deadline for Targi Kielce S.A. handling complaints from the date of complaint receipt; in the event of circumstances that may result in the Targi Kielce S.A.'s failure to meet this deadline, Targi Kielce S.A. will inform the person who has submitted the complaint and inform when the complaint is to be handled.

§ 8 Data protection

1. Information on personal data protection can be found at the following website:

<https://www.targikielce.pl/en/privacy-policy>

§ 9 Final provisions

Targi Kielce S.A. reserves the right to amend the Terms at any time. The new Terms content will be made available in the "Portal" and at the company's headquarters:

1. The amendment to the Terms does not constitute an amendment to the Contract, and therefore the Contract does not require an amendment. However, the Terms amendment may require the data update, in which case the Customer will be notified in advance.
2. The Portal Administrator makes every effort to ensure that the "Portal" functions on an ongoing basis. The Administrator, however, informs that there may be interruptions in the "Portal" operation.

The operation interruptions may result from the need to repair the system or perform other maintenance works.

3. In the event the Portal's operation is discontinued or that Targi Kielce S.A. withdraws from offering certain services, the orders placed up to that point and concluded Contracts are binding for the Parties.
4. All disputes between the Targi Kielce S.A. and the Customer which cannot be resolved amicably shall be settled by a competent common court in Kielce. To all matters not settled by the provisions of this Terms and Conditions, the Polish legal regulations, as well as the particular event's Terms and Conditions, shall apply.

5. For settling disputes with foreign Customers, the Terms and Conditions in Polish language version shall prevail, the Republic of Poland law is applicable for the interpretation of these Terms and Conditions provisions.
6. The Terms and Conditions are regarded the regulations related to the provision of electronic services as stipulated in the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2020.344, i.e. of 2020.03.03).