

# COOKIES REGULATIONS AND POLICY

## §1 General provisions

1. The Website [www.guma.pl](http://www.guma.pl) (hereinafter also referred to as "Website") is run and made available Users by the Service Provider.
2. The Website includes Services provided on its own behalf by the Service Provider in the domain [www.guma.pl](http://www.guma.pl) and its subdomains.
3. The Website presents only informational content about the company and products and Services. The Service Provider reserves that the information contained in the content of the Website constitute its property.
4. The Service Provider emphasizes that the Website was created with the thought in mind and is directed mainly to Service Provider's customers and associates.
5. The website operates on the principles set out in these Regulations. In unregulated matters The provisions of Polish law in force in this respect will apply.
6. The Regulations define general principles constituting the legal grounds for using the Website. Each The User is obliged, from the moment of taking steps to use the Services inWebsite, to comply with the provisions of these Regulations.
7. The Website is used on the basis of these Regulations, with the exception of Services specified in special regulations (e.g. separate regulations, information, price lists, technical specifications, etc.).
8. Before using the Website, Users are required to read the content Of the Regulations, including paragraph 8, regarding the Cookie Policy. By using the Website The User declares and confirms that he has read the Regulations, accepts them provisions and undertakes to comply with them.
9. These Regulations are always available in the current version at the following internet address: <http://guma.pl/cookie-policy.pdf>
10. The law applicable to all legal relations arising from these Regulations is Polish law. All disputes will be settled by competent Polish common courts.

## §2 Definitions

1. Cookies - IT data, in particular small text files, saved and stored on devices through which the User uses the Website.
2. External Cookies - Cookies placed by the Service Provider's partners via the website.
3. Materials - all kinds of texts, photos, graphics, charts, databases published on the Website, video materials, multimedia materials, etc., in particular constituting a work within the meaning of the Act of on

February 4, 1994 on copyright and related rights.

4. Partner - any entity cooperating with one or more Service Providers on the basis of the relevant contract.
5. Device - an electronic device through which the User gains access to Service.
6. Services - services provided electronically by Service Providers to Users available on the Website, enabling in particular:
  - becoming familiar with the Materials prepared by the Service Providers or Partners,
  - using IT mechanisms functioning within the Website.

User - any person using the Website in any way.

### **§3 Technical requirements**

1. Using the Services on the Website requires the User to have a device having access to Internet networks and internet resource browsers enabling web display. It is recommended to use Internet browsers such as Google Chrome, Mozilla Firefox, Internet Explorer (in the latest versions).
2. Detailed regulations may indicate additional technical conditions necessary to use Services data.

### **§4 Rules for using the website**

1. As part of the Website, the User may in particular:
  - read the Materials made available in a manner that allows the User to access them in every chosen place and time;
  - use the technical specifications available on the Website.
2. Unless separate detailed regulations provide otherwise, the User's use of the Services available on the Website is free. The Service Provider informs that he will post content on the Website regarding services and goods of the Service Provider or their Partners. This content is an integral part of the Website and Materials presented in it.

### **§5 Intellectual Property**

1. All rights to the Website and all of its elements or Materials presented (including among others software, functional layout, graphic elements, databases and works presented on the Website), belong to the Service Provider and are subject to legal protection.
2. The reservation referred to in para. 1 above, applies in particular to:
  - works within the meaning of the Act of 4 February 1994 on Copyright and Rights related, subject to protection under this Act;
  - databases subject to protection under the Act of 27 July 2001 on the protection of databases data;

- trademarks protected under the Act of June 30, 2000 - Industrial property Law;
- other content and services subject to protection under applicable law, including on pursuant to the Act of 16 April 1993 on combating unfair competition.

3. In the event that the said rights are vested in the Partners, Service Providers shall present on the Website works, trademarks and databases based on relevant agreements concluded with these entities, in particular license agreements and contracts for the transfer of copyrights, or to on the basis of applicable law.

4. Users of the Materials made available on the Website do not acquire any rights nor do they obtain licenses for these Materials.

5. Without the prior consent of the Service Provider, Users may use the Website and those presented on it Materials only as part of fair use provided for in the Copyright Act and related rights and the Act on database protection. In particular, it is unacceptable:

- in the field of recording and reproduction of content - production using specimen technique any content, including printing, reprographic, magnetic recording and technique digital;
- in the scope of trade in the original or copies on which the content was recorded - introduction to marketing, lending or rental of the original or copies;
- in the scope of disseminating content in a way other than specified above - public performance, exhibiting, displaying, playing and broadcasting and rebroadcasting, as well as public sharing a song in such a way that everyone can access it at any place and time chosen by you;
- in relation to computer programs - permanent or temporary reproduction of a program in whole or in part by any means and in any form; translation, adaptation, rearranging or any other changes to the program a computer; dissemination, including the lending or rental of a computer program or its copy;
- for databases - downloading database content and re-using it in whole or in significant - in terms of quality or quantity - parts.

## **§6 User rights and obligations**

1. The User undertakes to use the Website in accordance with applicable law, social and moral norms, provisions of these Regulations and rules social intercourse on the Internet.

2. By using the Website, the User undertakes not to infringe any rights, in particular copyrights or goods of third parties.

## **§7 Liability of the Service Provider**

1. Service providers do not guarantee uninterrupted or uninterrupted availability of the Website or its individual parts for all Users. The Service Provider reserves the right to take breaks or disruptions in the availability and use of the Website. In particular, such interruptions or disturbances may occur in the case of:

- events beyond the control of the Service Provider, in particular such as: force majeure, actions or omission of third parties;

- the need for maintenance, repair, extension, modification etc. of equipment or software.

2. The Service Provider declares that he will make every effort to ensure that the information or Materials derived from them appearing on the Website were true, reliable, complete and current.

3. The Service Provider is also not liable for damages caused by independent causes and not guilty of the Service Providers, in particular due to force majeure. content originating from and disseminated by the Website Users themselves).

## **§8 Cookies Policy**

1. The Service Provider declares that by providing Services electronically stores and gains access to information in the User's devices, using Cookies. This paragraph 8 ("Policy Cookies ") sets out the rules for storing and accessing information on User's Devices using Cookies, used to provide electronic services by Service Providers.

2. The installation of cookies is necessary for the proper provision of Services on the Website.

3. Cookies used by Service Providers are safe for the User's Device. In particular this one it is not possible to reach viruses or other unwanted Users' devices by the road software or malware. These files identify the software used by the User and adapt the Website to each User individually. Cookies they usually contain the name of the domain from which they originate, their storage time on the Device and assigned value.

4. The Service Provider uses two types of Cookies:

- Session cookies: they are stored on the User's Device and remain there until the end of the browser session. The information saved is then permanently deleted from memory Devices;
- Persistent cookies: they are stored on the User's Device and remain there until they are set deleted. Ending a given browser session or turning off the Device does not cause them removal from the User's Device.

5. The mechanism of cookies (both session and permanent) does not allow downloading any personal data or any confidential information from the User's Device. By using files Cookies are not processed or stored personal data.

6. The Service Provider uses Own Cookies for the following purposes:

- Website configuration - adapting the Website content to the User's preferences and optimizing the use of the Website;
- analysis and research and audience audit - collecting general and anonymous data statistical, create anonymous statistics through analytical tools that help to understand how Website Users use it, which makes it possible improving its structure and content;
- providing advertising services - presenting advertising messages tailored to User preferences.

7. The Service Provider uses External Cookies for the following purposes:

- Website configuration - adapting the Website content to the User's preferences and optimizing the use of the Website (Cookies administrator: GUMOTIV SP. Z O.O. SP. K.);

- analyzes and research as well as audience audit - collecting general and anonymous statistical data via Google Analytics analytical tools - Cookies administrator: Google Inc. From based in the USA;
- providing advertising services - presenting advertising messages tailored to User preferences using Google AdSense analytical tools – administrator Cookies: Google Inc. Based in the USA.

8. The User may independently and at any time change the settings for Cookies, specifying the conditions for their storage and access to the Device by Cookies User. Changes to the settings referred to in the previous sentence can be made by the User for using web browser settings or using the Service configuration. These settings can stay changed in particular in such a way as to block the automatic handling of Cookies in web browser settings or inform about their every posting of Cookies on User's device. Detailed information about the possibilities and ways of handling Cookies are available in the software (web browser) settings. In addition, the User may in delete Cookies at any time using the functions available in the web browser, which use.

9. The Service Provider reserves that the restriction of the use of Cookies referred to in paragraph above, it may affect some functions that by their nature require cookies.

10. Detailed information on the privacy policy may be included in regulations specific, referred to in paragraph 1 para. 7 above.

## **§9 Personal data**

If you use certain Services on the Website, you may provide your personal data. More information on the methods and purposes of processing personal data by the Service Provider, as also about Users' rights in relation to the processing of personal data is included in information clauses at:

<http://guma.vilsone.com/career/application-form>

## **§10 Complaint procedure**

1. Each Website User has the right to submit comments on matters related to functioning of the Website.
2. Comments should be submitted by e-mail to the following address: sekretariat@gumotiv.pl or by post to the following address: GUMOTIV Sp. z o.o. Sp.K. Inwestorów 11, 39-300 Mielec.
3. The Service Provider will consider comments within 14 days of receiving it.
4. In the case of comments submitted electronically, the answer will be sent to the address from which a complaint has been sent, unless the User requests a response to another electronic address or reply by letter. A reply to a letter complaint will be sent to the User at address provided by the User in the complaint.
5. The Service Provider reserves the right to extend the deadline specified in paragraph 3 above - no more than the next 14 days - in the case when recognition of comments requires atypical, special actions and arrangements or encounters obstacles independent and not attributable to the Service Provider. In addition, the Service Provider reserves that consideration of comments may require the User to obtain additional explanations. Granting time explanations by the User each time suspends the deadline for considering the complaint.



## **§11 Final provisions**

1. These Regulations shall enter into force on the day of its publication on the website.
2. These Regulations may be changed by the Service Provider at any time for important reasons. The last update of these Regulations took place on February 15, 2002.
3. The use of the Website by the User after making changes to the Regulations means their acceptance. If you do not accept the changes in the Regulations, the User should refrain from using the Website.
4. The Service Provider has the right to discontinue the service or modify the Services available at any time Website and introducing new Services.