

## REGULATIONS OF 3D MODELS BANK

### I. Provisions

1. These Terms and Conditions define the rules of operation of the 3D Models Bank operating within the Service, the principles of providing, by the CAD Projekt, service of presenting pictures of models in 3D Models Bank and, taking into account the conditions provided in the Regulations, the execution of 3D Models.
2. The condition of accessing the functionality of the Service, including the 3D Models Bank, is the use of a device communicating with the Internet and an Internet browser. In order to use some of the services available on the Website, it is necessary to have an e-mail.

### II. Definitions

Terms used in the Regulations mean:

1. **CAD Projekt** - CAD Projekt K&A Ltd with its registered office in Poznań (61-612) at Rubież Street 46, entered into the Register of Entrepreneurs maintained by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under number KRS 0000637767, with the tax identification number 9721266721, with a share capital of PLN 60,000;
2. **Service** – led by CAD Projekt Internet website available in the domain cadprojekt.com.pl, which presents, among others: CAD Projekt Programmes, the Bank of 3D Models is being run and the Designers' Gallery;
3. **Bank Models 3D (Bank)** - led by CAD Projekt, within the framework of the Website, to submit Submissions, presenting Model Photos, vote on Model Photos, and download 3D Models;
4. **User** - a natural person with full legal capacity, a legal person or an organizational unit without legal personality, but in a right to acquire rights and incur obligations which, in the manner specified in the Regulations, use the 3D Models Bank to submit Model Photos;
5. **3D models** - 3D spatial models made by CAD Projekt based on Reported Models images, available for download to all users of the 3D Model Bank Website as \* .dwx or dwg files, which are compatible with and can be used for CAD Projekt Programmes;
6. **Model photo** - a photo of the object selected in digital form, in the format of \* .jpg file, in good resolution (minimum size: 250x250 px, maximum size: 800x600 px), made on a uniform background, (i.e. the object is not part of the composition), without clear sharp shadows and light reflections (so-called product photo), reported by the User using the Form;
7. **Object** - User selected by the spatial object presented in the Model Photo;
8. **Application** - submitted to the CAD Projekt by the User using the Model Photo Form, made for placement in the "proposed" tab of the 3D Models Bank;
9. **Form** - a form filled in by the User to submit the Application available on the 3D Models Bank's page after

clicking on the button "add your proposal";

10. **User of the Service** - any person viewing the content placed on the Service, visiting the Service, voting on the Photo Models or downloading the 3D Models from the Bank;

11. **CAD Projekt Programmes** - computer programmes produced by CAD Projekt. They are used for interior design and visualization;

12. **Terms and Conditions** - These Bank Terms and Conditions.

### III. General principles of operation of the 3D Models Bank

1. The use of the 3D Models Bank is free of charge.

2. Within the 3D Models Bank, the User may submit a Model Photo Request for presentation to other users of the Website as a proposed 3D Model and submit that proposal to the vote as described in section 9 below. CAD Projekt undertakes to execute the 3D Model based on the Reported Photo of the model after meeting the conditions set out in the Regulations.

3. In case of legal persons and organizational units without legal personality, the declaration on their behalf and other activities within the 3D Models Bank may only be authorized by the person authorized to act on behalf of these entities.

4. Applications are verified by CAD Projekt to meet the conditions set out in the Regulations, in particular the technical and quality conditions indicated in point II section 6 of these Regulations. CAD Projekt can only draw simple 3D models that do not require a lot of time. CAD Projekt also reserves the right to reject the photo's application without giving a reason.

5. Photographs of models meeting the conditions specified in the Regulations are published no longer than 72 hours from the date of their submission in the tab "proposed" and are available to all users of the Service. Model images are published anonymously, i.e. they do not contain any information identifying the User who made the Application.

6. **One Application may only apply to one Model Photo.** So it is not possible to create one 3d model in many sizes, with different additions or in the form of a set of furniture.

7. The User is responsible for publishing the Content, in particular for Model Image, and declares that they are in compliance with the law and the Terms and Conditions and their publication in the 3D Models Bank does not infringe the rights of the CAD Projekt, the Regulations and the rights of third parties, including copyrights and other intellectual property rights.

8. Under "Models" in the "Suggested" tab, there is a "vote" function, whereby the user can vote for his / her chosen Model Photos.

9. Each user of the Service, within 24 (twenty four) hours, can give 10 (ten) votes, while at the same time for the same Model Photo you can vote only 1 (one) time.

10. CAD Projekt performs 3D models based on model images, which have received 100 (one hundred) votes from users of the Service.

11. The order of execution of the 3D Models is determined by the date of the Entry.

12. Photographs of models, that within 6 (six) months from the date of their inclusion in the "proposed" tab have not got a hundred votes, are removed from the 3D Models Bank .

13. Photographs of models, after being accepted for implementation by CAD Projekt, are moved to the "Done" tab, since then it is no longer possible to cast votes on them.

14. The model image remains available in the "Done" tab until the 3D Model is made and available on the "Download" tab.

15. Both the Vote for Model Photos and the Download of 3D Models do not require registration or filling in any form and are available to all users of the Service.

**16. The planned time of execution of the 3D model is determined for each Model Photos individually and depends on the level of complexity Model Photos.** The planned time of execution of the 3D model is given in the model Picture description, after clicking on the "i" icon. In the description referred to in the preceding sentence, the name of the Object contained in the Model Photo, the number of votes received, the category in which the object is located, the name of its producer, the dimensions of the object, the address of the website on which the object is presented, description entered by the User.

17. After the execution of the 3D Model, it is available in the "Download" tab, which can be downloaded by all users of the Service any number of times. The 3D model is available from the Bank until it is archived, as referred to in section 19 below.

18. In order to facilitate the search of 3D models in the Bank, the User of the Service may use the available filters which allow searching by category and object style.

19. Every 9 (nine) months, this period may be extended depending on the number of 3D models available at the Bank. CAD Projekt periodically archives the 3D Models, which consist in transferring the 3D Models from the Bank to the Universal Digital 3D Modeling Base Catalogue of 3D models available to the owners of the CAD Projekt Programmes on the basis specified separately by CAD Projekt. The list of 3D models available in the database referred to in the preceding sentence is available on the Website.

#### IV. The registration of model photos

1. The condition of the Registration is the acceptance of the provisions of these Regulations and the correct filling of the Form.

2. Application for a Model Photo requires that the Form must be completed at least in the required fields and attached to the Model Photo, which corresponds to the conditions specified in point II, section 6 of the Regulations.

3. The User is obliged to provide in the Forms the real data, in particular the use of temporary e-mail addresses.
4. Content of the Application should be complete, reliable and not misleading to the other users of the Service, in particular as to the name of the Object presented in the Model Photo, its category and properties (if you have described it). You are solely responsible for the content of the Application, in particular for posting in the Model Photo Notification.
5. After submitting the Form on the Bank's website you will see a system message confirming the submission of the Application.
6. Submission of the Application is equivalent to the conclusion of the contract between the User and CAD Projekt on the provision of services under the terms and conditions described in the Regulations.
7. The provision of services consisting in the placement of Model Pictures in the 3D Models Bank is of a timely nature. The service is executed when the Model Photo is placed in the "proposed" tab of the 3D Models Bank.
8. The consumer user may, within 14 days of the conclusion, indicated in section 6 above, the contract to withdraw from it without giving a reason. The withdrawal form and the withdrawal form are included in **Appendix 2 to the Regulations**, which forms an integral part of the Regulations.
9. The application is from the User, CAD Projekt does not interfere with its content, but reserves the right to change the category selected by you to better align the submitted Model Photos to the list of 3D models available at the Bank and to refuse to publish the Content.
10. After submitting the Application, the User is no longer able to modify it, in particular changes to the Model, Category or Description photos, but may, until the 3D Model is executed, request removal from the Model 3D by sending a request to e-mail: [marketing@cadprojekt.com.pl](mailto:marketing@cadprojekt.com.pl).
11. By making the Application, the User declares that:
  - a) any content, including the Model Picture contained in the Application, is without prejudice to the provisions of these Regulations, the applicable laws or the rights of third parties (including, in particular, copyright and other intellectual property rights), and their publication does not violate good morals;
  - b) has the necessary approvals and permissions required by law to display the Model Photo in the 3D Model Bank on the terms and conditions described in the Regulations;
12. Submissions sent by the User may not contain the following content:
  - a) violating good manners that are detrimental to religious feelings or commonly regarded as offensive;
  - b) violating applicable laws, in particular copyright or other intellectual property rights;
  - c) infringing or potentially infringing on the personal property of third parties;
  - d) misleading;

e) commercial or advertising character.

13. By sending the Application, You agree to use the Model Photo contained in the Application, and to publish, copy and modify it by CAD Projekt to the extent necessary for the purposes of the 3D Models Services, for marketing and promotional purposes, and for to remove the Model Photo from the 3D Model Bank in case of violation of the provisions of the Regulations, in particular sections 11 and 12 above.

14. In the case of repeated violations of the Rules of Procedure, in particular sections 3, 11 and 12 above, CAD Projekt may block the User's ability to make User submissions temporarily or remove from the 3D Model Bank Photos Reported by this User, in case of the most blatant repeated infringements of the Terms, CAD Projekt may block the IP address from which the User used to make violations.

## V. Responsibility

1. CAD Projekt is committed to make every effort to ensure the proper and continuous operation of the 3D Models Bank, but shall not be liable for any interruption caused by force majeure, unauthorized interference by third parties, technical or other non - CAD Projekt circumstances.

2. CAD Projekt is not responsible for any problems or technical limitations that occur in the User's terminal devices, teleinformatic system or telecommunications infrastructure used by the User and which prevent the proper use of the 3D Models Bank.

3. CAD Projekt is not responsible for the way you use it or the person acting on its behalf from the 3D Models Bank, and the effects of using the 3D Models Bank if the User or his or her representative uses the 3D Models Bank in a manner inconsistent with the provisions of these Regulations.

4. CAD Projekt reserves the right to change functionality and scope of services provided within the 3D Models Bank, which CAD Projekt will inform on the Website in good time.

5. It is forbidden to take any actions that violate or disrupt the operation of the Service or interfere with the use of it by other users of the Service.

**7. CAD Projekt has the right to remove any Model Photos and to refuse to include Model Photos in the 3D Model Bank if it is suspected that, through the Application or Model Photographs, or that may have threatened the security of other users of the Website or that the Model Photo is in violation of the Terms and Conditions or negatively affect the good name CAD Projekt.**

8. Author's proprietary rights to the elements of the Service, including logos and content included in the Service, as well as the layout and composition of these elements (the so-called layout) and industrial property rights, including the trademark protection rights placed on the Website, are vested in CAD Projekt or third parties, including Users. Subject to the expressly stated in the Regulations, copying, distribution, reproduction or modification of these items is prohibited without the prior written permission of CAD Projekt.

9. It is forbidden to access the Website and its contents in an automated manner. In particular, it is forbidden to use automated tools to use the Service without the user's intervention.

## VI. Personal data protection

1. The administrator of personal data within the meaning of the General Data Protection Regulation (GDPR) is CAD Projekt.
2. CAD Projekt processes User's personal data provided on the Form in accordance with the Privacy Policy described in Appendix 1 to the Regulations, which forms an integral part thereof, and the relevant legal provisions.
3. Personal data is processed in order to provide the service as part of the 3D Models Bank (realization of the Application), including CAD Projekt contact with the User in the scope of these services, market research and behaviour and preferences of Users with the purpose of the results of these tests for the purpose of improving the quality of services provided by CAD Projekt, and in order to carry out direct marketing of CAD Projekt products and services to the extent permitted by law. The legal basis for the processing is the User's consent and the legitimate interests of the administrator, which include market research, user behaviour and preferences, and direct marketing. The data will be processed for the above purposes for the period of handling the user's request for the 3d model bank (that is, submitting the application, presenting photos of models, voting for photos of models and downloading 3d models).
4. The User's personal data is voluntary, but necessary for the effective submission of the Application.
5. Each User has the right to:
  - a) access to personal data,
  - b) withdrawing consent to the processing of personal data,
  - c) demand correction, deletion, limitation of processing or transfer of data,
  - d) object to the processing of personal data.

In addition, if it is found that the processing violates the provisions of the general Data Protection Regulation, User has the right to submit a complaint to the President of the Office for Personal Data Protection ([www.uodo.gov.pl](http://www.uodo.gov.pl)).

6. The recipients of the data may only be CAD Projekt employees and entities acting on its behalf.
7. Model photos submitted by the User are presented in the Bank of 3D Models anonymously and do not contain any data allowing the User to be identified by other Website users.

## VII. Complaints

1. The User may submit a complaint concerning the services provided within the 3D Models Bank within 14 days of the justification of the circumstances.
2. Complaints may be submitted by e-mail: [biuro@cadprojekt.com.pl](mailto:biuro@cadprojekt.com.pl) or by registered letter to: CAD Projekt K&A Ltd, Poznań (61-612), Rubież Street 46.
3. The complaint should contain at least: the name and e-mail address of the User used to send the Application, the information to identify the Application or the Photo of the model concerned, the circumstances justifying the

complaint, and the specific request of the User related to the complaint.

4. If the information requested in the complaint needs to be supplemented, CAD Projekt will ask the User to complete the request within the indicated range.

5. CAD Projekt recognizes the complaint within 14 days of receipt of a properly filed complaint. CAD Projekt will inform the User about the method of complaint handling by sending a message by e-mail to the e-mail address stated in the complaint.

### **VIII. Final Provisions**

1. The Terms and Conditions are available on the Website.

2. CAD Projekt will inform Users about the amendment of Terms and Conditions by placing information on the Website. The changes come into effect within the deadline indicated by CAD Projekt, but not shorter than 7 days after publication of the information on the Website.

3. In matters not regulated in these Regulations, relevant provisions of the law applicable in Poland shall apply.

4. Any disputes related to services provided by CAD Projekt within the Service will be resolved by the competent courts.

5. Consumer users have the opportunity to use the out-of-court way of handling complaints and claims before the Permanent Consumer Court at the Provincial Inspectorate of Trade Inspection in Poznań. For information on how to access the dispute resolution method described above, see the Internet address: [www.uokik.gov.pl](http://www.uokik.gov.pl), under the tab "Settlement of consumer disputes". Consumers can also use the EU ODR web platform, available at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr), with the following e-mail address: [biuro@cadprojekt.com.pl](mailto:biuro@cadprojekt.com.pl).

6. These Regulations come into force on 31 July 2018.

### **ATTACHMENTS:**

1. Privacy Policy

2. The withdrawal notice and the template of the declaration of withdrawal

## APPENDIX 1 TO THE REGULATIONS OF 3D MODELS BANK - PRIVACY POLICY

### PRIVACY POLICY

The purpose of the Privacy Policy is to define the actions taken by CAD Projekt in respect of personal data collected within the Service.

The administrator of the personal data of users of the Service, within the meaning of the Act on the protection of personal data, is CAD Projekt K&A Ltd with its registered office in Poznań (61-612) at Rubież Street 46, entered into the Register of Entrepreneurs maintained by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under the number KRS 0000637767, with the tax identification number 9721266721, with a share capital of PLN 60,000 (hereinafter "CAD Projekt").

Any user who uses the Website acknowledges the terms of the Privacy Policy and the Regulations of the 3D Models Bank or the Regulations of the Designers' Gallery, and agrees to the processing of his / her personal data in accordance with the Regulations and the Privacy Policy.

Users of the Service may view the Website, the information contained therein, and download the content of the Service specified in the Regulations without first creating an Account and providing personal data.

You hereby acknowledge that by clicking on the links provided in the Website you may be redirected to external websites administered by entities independent of CAD Projekt, where the process of collecting and processing personal data takes place outside the control or influence of the CAD Projekt.

If you choose to create an Account on the Website, CAD Projekt may request such information as your name, e-mail address, login name, password, telephone number and product information from CAD Projekt. The account allows you to manage the content provided in the public gallery of the User, where you can make your own information such as your name, e-mail address, telephone number, mailing address and other information, including the user's photo. Users make their data available at the User's Gallery on their own responsibility and should carefully consider the risks associated with their publication.

In order to make a Submission, Users will be asked to provide information such as name and e-mail address. These data are necessary for the execution of the Application and communication with the User within the scope of its implementation.

CAD Projekt may collect personal data (e.g. name, e-mail address, contact data) within the Service, if it participates in marketing promotions conducted in the Service, in games or competitions.

CAD Projekt may collect personal data of users of the Service who contact with the user's service department, which are necessary for the implementation of the requests and the contact with the user. In order to contact



the User, CAD Projekt may use his data given to establish an Account or to make a Request.

Contact information, with the user's agreement, is also used to send CAD Projekt information about the Service and the CAD Projekt products and services. In order not to receive further marketing messages from CAD Projekt, just use the link placed in each such message.

CAD Projekt asks you to check whether your personal information is accurate and up-to-date and inform you of any changes.

Provision of data is necessary to conclude contracts, settle business operations, respond to targeted applications and consider complaints. In the remaining scope, provision of data is voluntary.

CAD Projekt can use the collected personal data in the following way:

- to run your Service and to provide you with the information and services you seek, including downloads, promotions and contests,
- to support the User, including the establishment and management of Accounts, the handling of Submissions, providing the functionality of the Service,
- For administrative correspondence (for example, if you have forgotten your password) related to the provision of services,
- to solve technical problems,
- In-house research to improve the Service, products and services of the CAD Projekt,
- to send newsletters and marketing information about the CAD Projekt, as well as products and services from selected third parties but only to the extent required by the user or lawful,
- to enforce compliance with the Regulations, including to prevent fraud and abuse through the Service and to detect such frauds and abuse.

Personal data will not be processed in an automated manner (including in the form of profiling) in such a way that as a result of such automated processing, any decisions could be made, other legal effects would be caused or otherwise significantly affect our clients.

User Data may be made available to entities entitled to receive them under applicable law, including the appropriate judicial authorities when required by law, or where it is necessary to protect the rights of the CAD Projekt or other people against illegal or harmful activities. Personal data of Users may be transferred to third parties with the consent of the Users or external entities cooperating with CAD Projekt, in which case these entities are not entitled to use the personal data of the users of the Website independently and only for their processing on behalf of CAD Projekt on the principles set out in the General Data Protection Regulation and this Privacy Policy. As part of the sale of the company or the restructuring of the activity, the personal data of the users of the Service may be transferred to the new owner.

CAD Projekt uses IP addresses collected during Internet connections for technical purposes related to server administration. In addition, IP addresses are used to collect general statistical demographic information (for example, the region from which the connection is made) and may serve to ensure that certain functions of the

Service are functioning, and these data are not linked to the personal data of the Service users.

CAD Projekt collects data within the Service using technologies such as cookies, which are small text files, stored on a computer or other user device to record its online activity. Cookies may be used to better personalize the Service, to improve specific aspects of its use, and to register online activities. Disabling in the web browser the option to save cookies generally does not prevent you from using the Website, but may cause some difficulties. Detailed Cookies provisions are set out in the [Cookies Policy](#) posted on the Website.

CAD Projekt ensures the implementation of Users' rights under the general Data Protection Regulation. Every person whose data relates has the right to access their data and the right to rectify, delete, limit processing, the right to data transfer, the right to object, the right to withdraw consent at any time without affecting the legality of processing, which was made on the basis of consent before its withdrawal (if the processing is carried out on the basis of consent), submit a complaint to the President of the Office for the Protection of Personal Data.

CAD Projekt takes all reasonable measures to protect the personal data of Website users, in accordance with the requirements of the provisions on the protection of personal data. This means, among others creation of appropriate security rules and procedures and the use of technical and organizational measures to secure data against unauthorized access or unauthorized use. CAD Projekt paying attention to the necessity of taking precautions by the User, in particular regarding the storage of passwords to accounts and their non-disclosure to other persons. If the password is used in an unauthorized manner or another security risk occurs, you should immediately notify CAD Projekt of this situation.

In order not to receive further marketing messages from CAD Projekt K & A, use the link provided in each such message.

For more information about the data stored in your project by CAD Projekt and how you can process it, please contact CAD Projekt at [biuro@cadprojekt.com.pl](mailto:biuro@cadprojekt.com.pl).

## APPENDIX 2 - NOTICE OF DETECTION FROM THE AGREEMENT AND FORM OF DISPUTE DECLARATION

Within 14 days from the date of signing the contract with CAD Projekt (i.e. creating an Account in the Designers' Gallery) you can leave without giving a reason. To cancel your contract, please let us know your decision by sending an email to [marketing@cadprojekt.com.pl](mailto:marketing@cadprojekt.com.pl). You can also use the withdrawal form below.

Please note that the right of withdrawal is not available when we have fully performed the service with your explicit consent (once you have published the Content, including the Design, in the User's Gallery).

### WHITHDRAWAL FROM A CONTRACT FORM

CAD Projekt K&A Ltd  
Rubież Street 46  
61-612 Poznań  
[ ]

I ..... hereby inform you of my withdrawal from the contract within the CAD Projekt Service. The date of the contract is .....