

REGULATIONS OF THE DESIGNERS' GALLERY

I. Preliminary provisions

1. These Regulations set out the rules for using the Designers' Gallery operating within the Service.
2. The condition of accessing the functionality of the Service, including the Designers' Gallery, is the use of a device communicating with the Internet with the Internet browser installed. In order to use some of the services available on the Website, it is necessary to have an e-mail.

II. Definitions

The 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 - driven 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. The Designers' Gallery – run by CAD Projekt within the Service, an Internet platform serving, in particular, for the publishing of Projects;
4. User's Gallery - assigned to the User, connected with the Account, the space within the Designer's Gallery, where the User makes the Content, set forth in the Regulations, available to other users of the Service;
5. "Featured" Gallery - dedicated space within the Designers' Gallery for presentation of the distinctive Galleries of the Users. They are presented on the terms and conditions specified in the Rules of the Designers' Gallery;
6. Programmes - the following computer programmes produced by CAD Projekt: CAD Decor, CAD Kitchens, CAD Decor PRO;
7. Account - allocated to the User, under the unique name (login), the space within the Designers' Gallery, equipped with functionalities allowing, among others, self-publishing and managing Content in the User's Gallery;
8. User - the individual who created the Account in the Designers' Gallery;
9. User of the Service – each visitor to the Service viewing the content of the Website or voting for Users' Galleries;
10. Design – the design of the interior made by the User himself using one of the Programmes, in JPG format, with a file size not exceeding 1280/h, resulting in px, having a resolution of 72 pixels and not exceeding 650 kB which the User publishes in his / her Gallery, and CAD Share-it (the functionality of the Programmes to manage 3D projects in the cloud and to share them with a related mobile application, the principles of which are described on the Website);
11. Content - text, graphic or multimedia elements (including Projects, personal data, contact information, descriptions, photos) including works within the meaning of the Copyright and Related Rights Act, images of people published by the User in the User's Gallery ;
12. Registration Form - a form available on the Website to create an Account;
13. Terms and Conditions - these Regulations of the Designers' Gallery.

III. General principles of functioning of the Designers' Gallery

1. The services provided within the Designers' Gallery are free of charge.
2. CAD Projekt is not the author or initiator of Content published in Users' Galleries, they are solely from Users who create and publish them on their own.
3. The User decides what content is publicly available in his User's Gallery. Once published, this Content is available to all users of the Service. By sharing your personal and contact information in the User's Gallery, you are entirely voluntary and will be solely dependent on the will of the User. You may conduct your User's Gallery anonymously under the login name you choose.
4. The User may at any time modify and delete the Content available in User's Gallery.
5. The User is responsible for the Content provided and warrants that their publication is without prejudice to the rights of CAD Projekt, the Regulations and the rights of third parties, in particular copyright and other intellectual property rights.



- Each user of the Service, using the functionality available in the Designers' Gallery, may evaluate Users' Galleries. The rating can be both positive and negative. By giving a positive vote, the number of points owned by a particular Gallery increases by one point, the negative vote decreases it. If a Gallery gets more negative votes than positive points, it will be negative.
- An evaluation (understood as a positive or negative vote) can be made only once in 24 (twenty-four) hours.
- Users' Galleries, subject to point 9 below, are presented in the Designers' Gallery according to the number of points - Galleries of the Users with the highest number of points are presented in the first place. However, each User of the Service may, using the filters available in the Service, change the criterion according to which Galleries are presented.
- On the last day of each calendar quarter (respectively the last day of March, June, September, and December) the votes received by each of the Users' Galleries are automatically deleted and 8 (eight) of the Users' Galleries that, in a particular quarter, have the highest number of votes are placed in the "Featured" Gallery. The same User's Gallery may be published in the "Featured" Gallery no more than every second quarter.
- For a period of 7 (seven) days starting on the first day of the new quarter, the criterion, according to which the Users' Galleries are presented, is the date of the modification of the User's Gallery (by modification any changes made in the User's Gallery, including the addition of a new Project or a change of the project which has already been published).
- CAD Projekt may decide to grant to Users, whose Galleries have been placed in the "Featured" Gallery, small gift items in the value not exceeding PLN 100.

IV. User's account

- Publishing a Project in the User's Gallery requires acceptance of the Regulations, completion of the Registration Form and creation of an Account.
- The User is required to provide in the Registration Form true, up-to-date and complete data, in particular: name, e-mail address and security key of the User's Programme.
- It is forbidden to use a temporary e-mail address or other people's data, including the e-mail address of another person in the Account creation process.
- The use of temporary e-mail addresses, inaccurate, outdated or incomplete data or data of other people constitutes the basis for termination of the agreement concluded between you and CAD Projekt referred to point 11 below.
- The User may have only one Account, having more than one Account is the basis for their removal from the Designers' Gallery.
- After sending a properly filled-out Registration Form, a confirmation email will be sent to the User's email address, an automatically assigned password, and other required information.
- The User may change the account password at any time using the Account functionality provided for that purpose, and CAD Projekt recommends to change the password the first time the User logs into his / her Account. If the User loses password, he / she can send an email to request a new password.
- The User agrees not to transfer the password to the Account to any third party.
- The User obtains access to the Account by entering the login and password each time.
- By means of the Account, the User may add Content, including the Projects, modify, delete and manage them.
- Creation of the Account is equivalent to the conclusion of the agreement between the User and CAD Projekt on the creation and operation of the Account under the terms and conditions described in the Regulations.
- Service of the Account is perpetual, the User may at any time delete the Account and terminate the contract with CAD Projekt by selecting the appropriate option in the functionalities available under the Account or by sending a statement in this regard by e-mail.
- A consumer user may, within 14 days of the conclusion of the contract described in paragraph 11 above, withdraw from the contract without giving a reason. The withdrawal policy and the withdrawal form are included in Appendix 2 to the Regulations, which form an integral part thereof.
- In the event of any violation of the Terms by the User, CAD Projekt may temporarily block the User's access to his Account or remove the Account from the Service.

V. Publishing Projects

- CAD Projekt enables Users to share Designs in the Designers' Gallery without interfering in their form and content, subject to the following provisions.



2. By publishing the Content in the Designers' Gallery, including the Projects, the User declares that they do not violate the provisions of these Terms of Use, applicable laws or third parties' rights (including, in particular, copyright and other intellectual property rights). You also agree not to post any content whose publication may violate good morals.
3. Each User may have a maximum of 50 Projects on their profile.
4. The Designers' Gallery may only display Projects that:
 - a) have been created independently by the User;
 - b) were made using one of the Programmes;
 - c) meet the technical and quality requirements indicated in Regulations point II. section 10;
5. CAD Projekt is entitled to remove the Project or any other Content if it violates any of the provisions of the Terms and Conditions, or in particular if it contains the following content:
 - a. violating good manners, detrimental to religious feelings or commonly regarded as offensive;
 - b. violate applicable law, in particular copyright or other intellectual property rights;
 - c. violate or may violate the personal rights of third parties;
 - d. bearing the character of unfair competition;
 - e. misleading;
 - f. damaging the good name or reputation of CAD Projekt;
6. By publishing the Project in the User's Gallery, the User consents to the free use of the User's Gallery, including the Projects contained therein, in whole or in part, for promotional and marketing purposes both within and outside the Website, within the framework of the CAD Projekt collaboration with external entities.
7. As part of the Designers' Gallery, tools are available to promote users and their galleries in social media, and the User acknowledges that he / she is aware that the User Gallery, in particular the Projects posted there, may be made available by other users of the Website. The User agrees to the use of the Gallery, including any of the Projects contained therein, in whole or in part, to distribute and publicly display them in the community media.
8. Failure by the User to observe the provisions of the Regulations, in particular sections 2, 3 or 4 above, may result in the removal of its Designs from the Designers' Gallery. CAD Projekt has the right to temporarily block access to the Account or to remove it from the Service after an unsuccessful call to stop infringements of the Regulations.

VI. Privacy law

1. The administrator of personal data within the meaning of the Act of 29 August 1997 on the protection of personal data (i.e. Journal of Laws of the Republic of Poland of 2002, No. 101, item 926, as amended) is CAD Projekt.
2. CAD Projekt processes User's personal information provided in the Registration Form in accordance with the Privacy Policy described in Appendix No. 1 to the Regulations, which forms an integral part thereof, and the applicable laws in force in the Republic of Poland, including the Act of 29 August 1997 on the Protection of personal data and the Act of 18 July 2002 on providing services by electronic means.
3. By completing the Registration Form, you agree to the processing of your personal data by CAD Projekt in order to properly perform the services provided within the Designers' Gallery (in particular to create and maintain an Account), contact CAD Projekt with the User for the provision of these services, behavior and preferences of Users for the purpose of the results of these studies to improve the quality of services provided by CAD Projekt and to direct marketing of CAD Projekt products and services to the extent permitted by law.
4. The User's personal data is voluntary, but necessary to effectively create an Account in the Designers' Gallery.
5. Each User has the right to access the content of his or her personal data, the right to correct them, the additions and the right to request the cessation of data processing and their removal.
6. By making personal or contact information available in his Gallery, the User declares that he / she is aware that he / she will be available in such form for all users of the Service.

VII. Liability policy

1. CAD Projekt undertakes to make every effort to ensure proper and uninterrupted operation of the Designers' Gallery, but shall not be liable for any interference caused by force majeure, unauthorized third party interference, technical or other non-CAD Projekt circumstances.
2. CAD Projekt is not responsible for any technical problems or limitations occurring in User's terminal devices, teleinformatic system or telecommunications infrastructure used by the User and which prevent the use of the Designers' Gallery properly.

- CAD Projekt is not responsible for the way he or she uses it or the person acting on his / her behalf from the Designers' Gallery and the effects of using the Designers' Gallery, if the User or his agent uses the Designer Gallery in a manner inconsistent with the provisions of these Regulations.
- CAD Projekt reserves the right to change functionality and scope of services provided within the Designers' Gallery, which CAD Projekt will inform on the Website in good time.
- 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.
- CAD Projekt shall have the right to remove any Project, remove or lock the Account if it is suspected that, through Project or Account, there might or may be threats to the safety of other users of the Website or where the Project negatively affects the good name of CAD Projekt.
- Where the Account or Activities of a User made in the Designers' Gallery require additional verification of data, if the CAD Projekt has reasoned concerns about the security of the Account, CAD Projekt may make the use of the Account conditional upon the User's confirmation of his identity.
- 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.
- It is forbidden to access the Website and the contents contained therein in an automated manner. In particular, it is forbidden to use automated tools to use the Service without the User's intervention.

VIII. Complaints

- The User may submit a complaint concerning the services provided within the Designers' Gallery within 14 days of the justification of the circumstances.
- Complaints may be submitted by e-mail or by registered letter to: CAD Projekt K&A Ltd, Poznań (61-612), Rubież Street 46.
- The complaint should contain at least: the name and e-mail address of the User, the circumstances justifying the complaint, as well as the specific request of the User related to the complaint.
- 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.
- 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.

IX. Final Provisions

- The Terms and Conditions are available on the Website and sent by e-mail to the User's e-mail address in cases required by applicable law.
- 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.
- In matters not regulated in these Regulations, relevant provisions of the law applicable in Poland shall apply.
- Any disputes related to services provided by CAD Projekt within the Designers' Gallery will be settled by the relevant Polish common courts.
- 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, under the tab "Settlement of consumer disputes". Consumers can also use the EU ODR web platform, available at ec.europa.eu/consumers/odr, with the following e-mail address: biuro@cadprojekt.com.pl.
- The Regulations come into force on 17 April 2020.

ATTACHMENTS:

- Privacy Policy
- The withdrawal notice and the template of the declaration of withdrawal

APPENDIX 1 TO THE RULES OF THE DESIGNERS' GALLERY PRIVACY POLICY

This Privacy Policy is governed by the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as amended) (hereinafter "Data Protection Act"). 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.

CAD Projekt is entitled to use the collected personal data as follows:

- 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 (see "How to De-register" below)
- to enforce compliance with the Regulations, including to prevent fraud and abuse through the Service and to detect such frauds and abuse.

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 defined in Privacy Act 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 realization of the rights of Users resulting from the Act on the protection of personal data, including the right to access the content of their personal data, their correction and the right to control the processing of personal data on the principles described in the law. In the exercise of the right to control the processing of personal data, Users have in particular the right to bring, in the cases specified in the Law on the protection of personal data, a written, reasoned request for discontinuing the processing of personal data on the basis of their particular situation and to object to the processing of their data when CAD Projekt intends to process them for marketing purposes or to submit data by CAD Projekt to another data administrator.

CAD Projekt undertakes all reasonable actions aimed at the protection of personal data of users of the Service, in accordance with the requirements of the Act on the protection of personal data. This means, among other things. Establishment of appropriate security policies and procedures and the use of technical and organizational means to safeguard data against unauthorized access or unauthorized use. CAD Projekt highlights the need for you to take precautionary measures, particularly regarding the storage of passwords for accounts and their non-disclosure to others. If the password is used in an unauthorized manner or if there is a security risk, immediately notify CAD Projekt of this situation.

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.

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 []. 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).

WITHDRAWAL 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