

# REGULATIONS OF PROVISION OF ELECTRONIC SERVICES ON KNOWLEDGECENTRE.PROTEONPHARMA.COM WEBSITE

## §1

### GENERAL PROVISIONS OF THE REGULATIONS

1. Under the provisions of Article 8, section 1, point 1 of the Act on the Provision of Electronic Services dated 18<sup>th</sup> July 2002 (Journal of Laws 2020, item 344) and Telecommunication Law dated 16<sup>th</sup> July 2004 (Journal of Laws 2021, item 576) the company Proteon Pharmaceuticals S.A. with registered office in Łódź (hereinafter the "**Company**") introduces these Regulations (hereinafter "**Regulations**"). The Regulations define:
  - a) types and scope of services provided electronically;
  - b) terms of providing services electronically;
  - c) terms of conclusion and termination of agreements on provision of services electronically;
  - d) complaint procedure.
2. The Regulations are made available to Service Recipients free of charge via the Website in a form that allows downloading, recording and printing. The Regulations can be downloaded [here](#).
3. It is forbidden for the Service Recipients to disclose information and content that is illegal, offensive, contrary to decency, untrue or misleading, as well as content containing viruses or likely to cause disruptions or damage to computer systems by the Service Recipients in connection with the access to the Website.

## §2

### DEFINITIONS

For the purposes of the Regulations, the terms contained in this §2 shall have the following meaning:

- 1) **Account** - a place on the Website available to a particular Service Recipient after Registration, allowing the Service Recipient to use the Services specified in the Regulations.
- 2) **Registration** - voluntary action by the Service Recipient consisting in creating an Account on the Website. Registration on the Website is free of charge.
- 3) **Regulations** - this Regulations, which define the rules for the provision of electronic services on the Website by the Service Provider and the rules for the use of these Services by the Service Recipients;
- 4) **Service** - gratuitous and voluntary service provided electronically by the Service Provider to Service Recipients under the terms of the Regulations.
- 5) **Service Recipient** - a natural person using the Services provided by the Service Provider within the Website.
- 6) **Service Provider / Company** - Proteon Pharmaceuticals S.A with its registered office in Łódź, (address: Tylna 3A Street, 90-364 Łódź), entered in the Register of Entrepreneurs of the National Court Register under the number 0000377342, registration files stored in the District Court for Łódź-Śródmieście in Łódź XX Commercial Division of the National Court Register, NIP 7282570596, with a share capital of 1,137,869.30 PLN (paid in full) using the e-mail address: [proteon@proteonpharma.com](mailto:proteon@proteonpharma.com).

- 7) **Website** - the Service Provider 's website located at the domain [knowledgecentre.proteonpharma.com](http://knowledgecentre.proteonpharma.com), providing Service Recipients with access to the Service Provider's e-learning platform: to educational and marketing content concerning the Service Provider's products, including in particular: products descriptions, webinar records, knowledge base articles, e-learning courses, and used to provide the Services.

### **§3**

#### **TYPES AND SCOPE OF SERVICES PROVIDED ELECTRONICALLY**

1. The Service Provider provides the following Services:
  - a) communication services;
  - b) maintaining and accessing the Account containing the e-learning platform.
2. Services are provided through the use of the Website.

### **§4**

#### **SCOPE OF COMMUNICATION SERVICES**

1. Communication services consist in enabling the Service Recipient, at his/her individual request, to communicate with the relevant department of the Service Provider.
2. The possibility of using the Services referred to in this section, provides the functionality of the form, in the "Contact Us" tab.

### **§5**

#### **TERMS OF PROVISION AND SCOPE OF SERVICES CONCERNING MAINTENANCE AND ACCESS TO THE ACCOUNT CONTAINING THE E-LEARNING PLATFORM**

1. Providing Services requires Registration.
2. Registration is made by the Service Recipient by contacting the Service Provider via e-mail ([training@proteonpharma.com](mailto:training@proteonpharma.com)) and providing the details: first name, surname, company Name, e-mail address. Then, after added onto the Website the Service Recipient will receive a welcome e-mail to the electronic mail address provided by the Service Recipient with all of log details in.
3. Only the Service Recipient whose details were provided in the registration form during the registration is entitled to use the Service. It is forbidden for the recipient to use the accounts of other recipients, as well as to make his own account available to other recipients or other third parties.
4. The Service Recipient is obliged to keep the Login and Password confidential.
5. Each time the Service Recipient logs into an account requires a login and password.
6. Login must be an active e-mail address, which the Service Recipient is entitled to use.
7. The Service Recipient may change the password from the level of the Account or through the "Remind password" functionality available on the Account login page.
8. The range of Services within the Account includes: " Courses" and "Resources".
9. The Service is provided for the duration of the existing contract.

### **§6**

#### **TERMS OF PROVIDING SERVICES**

1. The use of the Website requires that the Service Recipient has an electronic device with access to the Internet, equipped with an appropriate web browser, in particular:
  - (i) Microsoft Edge;
  - (ii) Mozilla Firefox;
  - (iii) Google Chrome;
  - (iv) Opera;
  - (v) Safari;providing support for cookies and Javascript (including WebGL).
2. The Service Recipient acknowledges that the use of Adblock Plus and / or Flashblock software may cause the Website to malfunction and consequently prevent and / or hinder the use of the Services.
3. The Service Provider shall not be liable for the Service Recipient's use of a defective electronic device with which the Service Recipient uses and / or intends to use the Website.
4. The Service Recipient acknowledges that the use of the Website and / or Services is associated with a potential risk of infection of the electronic device with which the Service Recipient uses the Website and / or the Services.
5. The Service Provider exercises due diligence to secure the Website, in particular against possible hacking attacks, infection of the IT system used to operate the Website.
6. In order to maintain security in connection with the use of the Site and / or Services, the Service Provider recommends that the electronic device used by the Service Recipient has additional protection in the form of current anti-virus systems with an up-to-date virus definition or an effective firewall.
7. The Service Provider is not responsible:
  - a) for the risk related to the use of the Website by the Service Recipients, in particular for the use of the Services, if any damage caused by the Service Recipients is not caused solely by the Service Provider;
  - b) for any damages, if any, if they arise as a result of the actions of the Service Recipient and / or third parties for which the Service Provider is not responsible;
  - c) for irregularities and / or difficulties in the use of the Website and / or Services resulting from the malfunction of the electronic device used by the Service Recipient and / or resulting from the Service Recipient's failure to meet the technical conditions referred to in this paragraph;
  - d) for disruptions and / or difficulties and interruptions in the Service Recipients' access to the Website and, as a consequence, the inability to use the Services resulting from force majeure or failure of the electronic device used by the Service Recipient;
  - e) for temporary disruptions and / or difficulties and interruptions in accessing the Website and, consequently, the inability to use the Services caused by the modernization and / or improvement of the Website by the Service Provider;
  - f) for the content posted on the Website by the Service Recipient and / or third parties for which the Service Provider is not responsible;
  - g) for the content posted on the Website and offers received from other service providers, in particular, the Service Provider is not responsible for any inaccuracies of these offers, typos, deficiencies, inaccuracies and others;
  - h) for content posted on Website under other domains that the Service Provider is not the owner of, and to which links have been placed on the Website.
8. The provision of electronic services by the Service Provider is free of charge.

## **CONDITIONS FOR CONCLUDING AND TERMINATION OF AGREEMENTS FOR THE PROVISION OF ELECTRONIC SERVICES**

1. These Regulations constitute an integral part of the agreements for the provision of electronic services concluded by the Service Provider with the Service Recipient.
2. The conclusion of the agreement for the provision of electronic services occurs when the Service Recipient begins to use a particular Service. These Regulations are made available through the Website in a form that allows its recording and printing. In particular, the text of these Regulations may be saved on disk and printed.
3. Using the Website by the Service Recipient is tantamount to reading the content of these Regulations and accepting its provisions, as well as concluding an agreement for the provision of electronic services.
4. The Service Recipient may terminate the use of the Service at any time. If the Service User leaves the Website, the agreement for the provision of electronic services is automatically terminated without the need to submit additional statements of the parties.
5. The Service Recipient has the right to request removal of the Account at any time. The request for Account removal may be submitted by the Service Recipient to the Service Provider's e-mail address. Removal of an Account is also possible from the "Edit profile" tab. Removal of the Account is tantamount to termination of the agreement for provision of electronic services.
6. Service Provider reserves the right to suspend, remove or limit the functionality of the Account (scope of services provided) in particular:
  - a) in cases specified by generally applicable laws;
  - b) if the Service Recipient uses the Account in a manner contrary to these Regulations or the regulations and policies uploaded on the Website.
  - c) The Service Provider shall inform the Service Recipient of its intention to suspend, remove or limit the functionality of the Account by sending an e-mail to the Service Recipient at the address provided during Account registration or indicated in the subsequent update of the Service Recipient 's details.
7. If the suspension or restriction of the Account's functionality is due to the use of the Account in a manner inconsistent with the provisions of the Regulations, the full functionality of the Account may be restored at the request of the Service Recipient, only after the Service Recipient has ceased such activities and removed the consequences of such actions to the extent and in the manner indicated by the Service Provider.
8. The e-mail address is used to send only and exclusively information ordered by the Service Recipient.
9. The Service Recipient undertakes not to send illegal content within the meaning of Article 8 Section 3 point 2 letter b) of the Act on the Provision of Electronic Services.

## **§8 COMPLAINTS**

1. The Service Recipient has the right to submit complaints in connection with the Services provided by the Service Provider.
2. Complaints may be submitted:
  - a) via e-mail by sending a message to the following address:  
[complaints@proteonpharma.com](mailto:complaints@proteonpharma.com);

- b) by sending a written complaint to the Company's address: Tylna 3A Street, 90-364 Łódź, Poland.
3. Complaints may not apply to:
    - a) circumstances for which the Service Provider is not responsible and which are described in this Regulations and / or other regulations posted on the Company's Website and relating to the Services;
    - b) irregularities / defects / faults / and other related to electronic devices with which the Service Recipient uses the Website and / or Services;
    - c) irregularities in the functioning of the web browser, with the help of which the Service Recipient uses the Website and / or Services;
    - d) circumstances for which the Service Recipient and / or a third party is solely responsible for which the Service Provider is not responsible;
    - e) other circumstances that exclude the liability of the Service Provider, and which are described in these Regulations and / or other regulations posted on the Website, relating to the Services.
  4. The complaint should contain the Service Recipient's identification data, in particular, it should contain the name, surname, delivery address and e-mail address.
  5. The content of the complaint should undoubtedly indicate the subject and scope of the complaint and the justification for the position of the Service Recipient who is lodging the complaint.
  6. The Service Provider undertakes to exercise due diligence so that the reply to the submitted complaint takes place as soon as possible, not later than within 30 (thirty) days from the date of receipt of the complaint by the Service Provider.
  7. The Service Provider will notify the Service Recipient of the method of considering the complaint in the manner in which the complaint was submitted, unless otherwise stated in the content of the complaint.

## **§9**

### **FINAL PROVISIONS**

1. The Service Provider has the right to block access to the Website or its part for important reasons, in particular in the event of irregularities in the use of the Website, including circumstances that could harm the Service Recipient or the Service Provider.
2. The Service Provider is not responsible for the temporary or permanent suspension of the Website's availability.
3. The Service Provider is not responsible for the timeliness, accuracy, and completeness of the information presented on the Website, as well as for its suitability for any activities of the Service Recipient.
4. The Service Provider does not give any guarantee that the use of the Website will be free of errors, defects or interruptions and that the information provided on the Website will meet the Service Recipient's expectations as to the substantive content, accuracy or usefulness of the information obtained.
5. The Service Provider is not responsible for the use of the Website by the Service Recipient in a manner inconsistent with the provisions of these Regulations.
6. The Service Recipient shall be fully responsible for any consequences resulting from improper completion of the Website's forms by the Service Recipient, and in particular consisting in providing incorrect or false data by the Service Recipient.

7. The Service Provider reserves the right to unilaterally amend these Regulations at any time. The changes come into force on the day of their publication on the [knowledgecentre.proteonpharma.com](http://knowledgecentre.proteonpharma.com) website.
8. The Service Provider reserves the right to perform at any time:
  - a) changes to the data contained on the Website;
  - b) changes to the technical parameters of the Website;
  - c) temporarily or permanently limiting the availability of the Website;
  - d) withdraw the Website completely at any time.
9. With regard to the obligations related to these Regulations, the Service Provider's liability towards the Service Recipient is limited to damages caused intentionally.
10. In matters not covered by these Regulations, the provisions of the Act of 23 April 1964 - Civil Code and the Act of 18 July 2002 on the Provision of Electronic Services shall apply.