

## CKF\_13 FABRYCZNA CONFERENCE CENTRE

### TERMS & CONDITIONS

#### § 1 DEFINITIONS

The following words and phrases shall have the following meanings as defined in these Terms & Conditions, regardless of whether they are used in singular or plural:

1. **CKF\_13** – meeting rooms, common areas and passageways in the Fabryczna Conference Centre, located in Krakow at ul. Fabryczna 13
2. **CKF\_13 Operator** – the entity that manages CKF\_13 (Hotelowa Fabryczna Sp. z o. o. with the registered office in Kraków, ul. Fabryczna 13, 31-553 Kraków, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under the number 0000910065, NIP 676-259-98-66, REGON 389412741)
3. **Passageways** - spaces located in CKF\_13, including but not limited to stairs, elevators and freight elevators
4. **Hired Space** - rooms with equipment specified in the Hire Contract, which are made available to the Hirer under the Hire Contract
5. **Terms & Conditions** - this document which sets out the rules of using CKF\_13, Regulations for the operation of the closed-circuit television system in CKF\_13 and the Rules for using the WIFI network in CKF\_13
6. **Event** - conference/meeting/function/fair and any other type of event organized by the Hirer in the premises of CKF\_13
7. **Hirer** - the entity which makes a reservation, is a party to the Hire Contract with CKF\_13 Operator or acts on its behalf and which organizes the Event in CKF\_13. These Terms & Conditions equate the Hirer with the Event Organizer, even if it is a separate entity
8. **Participant** - any person who participates in the Event.

#### § 2 GENERAL RULES

1. Entering the area of CKF\_13 implies the acceptance of these Terms & Conditions.
2. These Terms & Conditions apply to Hirers and Participants; however, it is the Hirer who is responsible for the safety of Participants.
3. CKF\_13 shall be used according to the principles set out in these Terms & Conditions, the Hire Contract, regulations of the event (if any) and the Fire Safety

Regulations available from **CKF\_13 Operator**, as well as in accordance with generally applicable law.

### **§ 3 HIRER'S OBLIGATIONS**

1. The Hirer is obliged to:
  - 1) Keep the Hired Space tidy and clean from the moment of taking it over for use until vacating it;
  - 2) Use the Hired Space with due care, in accordance with its properties and intended use;
  - 3) Restore the Hired Space to the condition from the time of its transfer to the Hirer, in particular remove all training, promotional, information and the like materials before vacating the Hired Space, disassemble any stands, exhibits, decoration elements, etc. on a date and at the time agreed with CKF\_13 Operator;
  - 4) Comply with health and safety regulations, fire safety regulations and regulations regarding the use of CKF\_13;
  - 5) Present documents confirming appropriate certificates for items brought into the premises of CKF\_13 at each request of CKF\_13 Operator;
  - 6) Issue ID badges to Event Participants at the request of CKF\_13 Operator.
2. The Hirer shall be responsible for any personal injury or damage to property suffered during the term of the Hire Contract, in particular this applies to loss, partial loss, damage, destruction and theft of CKF\_13 equipment and any property of the Hirer or event Participants.
3. The Hirer shall be responsible for any damage related to activities of third parties acting on behalf of the Hirer as for its own activities.
4. The Hirer shall be in possession of or shall take out appropriate professional indemnity insurance and Tenant's insurance, covering also the Hirer's liability for movable property of CKF\_13 Operator.
5. The Customer undertakes to ensure that at least one person representing the Customer as the organizer of the Event authorized to act on behalf of the Customer will be present throughout the Event; this person shall remain sober and shall refrain from consuming any alcoholic beverages or using any intoxicants during the Event. Furthermore, the Customer shall ensure that the person referred to in the preceding sentence will be authorised to take decisions on behalf of the Customer and receive any correspondence or statements made to the Customer by the Lessor or a person authorized by them.

#### **§ 4 ORDER AND SAFETY RULES**

1. The Hirer shall be responsible for verifying whether any persons found in the CKF\_13 premises are authorized to participate in the event organized by them.
2. Minors (up to 12 years of age) may stay in the premises of CKF\_13 only under the supervision of their parents or guardians.
3. A video surveillance system is installed in CKF\_13. The CKF\_13 video surveillance system enables real-time viewing and saving of images of the place, people and events taking place in CKF\_13 in the form of video recordings. The Principles for the operation of the video surveillance system are set out in Appendix No. 1 to these Terms & Conditions.
4. WI-FI network is installed in the entire are of CKF\_13. Detailed rules for the use of the WIFI network service are set out in Appendix No. 2 to these Terms & Conditions.
5. CKF\_13 Operator reserves the right to check whether persons entering the premises of CKF\_13 are not bring in objects referred to in § 6.3 item 6-13 hereof.
6. If the nature or specificity of the Event requires it, the Hirer is obliged provide additional security personnel at its own expense.
7. CKF\_13 Operator is not responsible for any items left unattended in the premises of CKF\_13.
8. The outdoor car park located at CKF\_13 is managed by a third party, and CKF\_13 Operator bears no responsibility for its services.

#### **§ 5 ASSEMBLY OPERATIONS AND EXHIBITION STAND BUILDING**

1. Any work undertaken by the Hirer or third parties acting on their behalf in the premises of CKF\_13, in particular activities related to the organization of the Event (i.e. temporary assembly and disassembly of equipment used to organize the Event), may be carried out only with the consent of CKF\_13 Operator.
2. Only persons whose details have previously been passed by the Organizer may be present in the premises of CKF\_13 during assembly and disassembly works.
3. Unloading and loading of elements of stage decorations, promotional equipment and Event partner stands is possible only on the terms agreed with CKF\_13 Operator.
4. Always when performing assembly works, the team performing these works is obliged to secure the CKF\_13 space and equipment.

5. It is forbidden to make any alterations to the Hired Space that interfere with the structure of CKF\_13, in particular electrical wiring, walls, floors, etc.
6. In the area of CKF\_13, works related to welding, grinding of wood and plaster, and other works causing dust and permanent dirt of the surface worked, or posing a risk of fire or igniting a fire are prohibited.
7. Before starting any assembly operations, the Hirer and third parties acting on their behalf are obliged to protect carpets and decoration elements of CKF\_13 against moisture, sand, mud and weather conditions.
8. When moving any objects in meeting rooms and the foyer, the Hirer and third parties acting on their behalf shall omit the floor boxes installed in the floors.
9. Passageways and evacuation routes must always be free from any and all obstruction. It is forbidden to park vehicles or store any goods on them. Vehicles and goods left on these routes will be removed at the owner's expense.
10. All fire protection devices, fire exit doors and their markings must always be free of any obstruction and left visible.
11. The CKF\_13 rental price does not include cleaning after assembly, disassembly, construction of exhibition stands and any other constructions/installations/stands made by the Hirer or at their request, or by Event Participants.
12. Items delivered by courier or postal service and containing the Hirer's materials related to the Event organized by them may be sent to the address of CKF\_13 only after prior arrangement with a representative of CKF\_13 Operator coordinating the Event.
13. CKF\_13 Operator reserves the right not to accept any items delivered by courier and postal service, if the name and surname of the Event coordinator on behalf of CKF\_13 is not given on the package.

## **§ 6 EVENT PARTICIPANTS: OBLIGATIONS AND PROHIBITIONS**

1. Event Participants are obliged to:
  - 1) Present a confirmation of their right to stay in the premises of the Event (e.g. an admission ticket, ID badge, etc.) at the request of the relevant security staff member;
  - 2) Behave during their stay at the event and in the premises of CKF\_13 in a manner generally accepted and in accordance with the norms, customs and principles of culture and respect for others;
  - 3) Follow instructions of the staff.
2. The Hirer and Event Participants are prohibited to behave on the premises of CKF\_13 in a manner dangerous for other Participants and the facility equipment.

3. In particular, it is forbidden to:
  - 1) Remove any elements of CKF\_13 equipment;
  - 2) Move elements of CKF\_13 equipment outside the places intended for them;
  - 3) Destroy any elements of CKF\_13 equipment;
  - 4) For event participants to enter areas to which access is restricted (e.g.: rooms for staff only, server room, kitchen facilities, store room); place any own signage in the premises of CKF\_13 without the consent of CKF\_13 Operator;
  - 5) Block or obstruct escape routes in CKF\_13;
  - 6) Bring animals to the premises of CKF\_13, excluding guide dogs and assistance dogs;
  - 7) Smoke tobacco and electronic cigarettes in the entire facility;
  - 8) Bring in and use drugs;
  - 9) Bring to CKF\_13 any weapons, explosives and other objects dangerous for the life and health;
  - 10) Bring in and use on the premises of CKF\_13 any items that can start smoke detectors, e.g. smoke machines, fog screen, dry ice, etc. except when the rules of their use have been agreed with CKF\_13 Operator;
  - 11) Use and ride bicycles, scooters, skateboards or other similar equipment in the premises of CKF\_13;
  - 12) Eat and bring their own meals and drinks, including alcoholic drinks;
  - 13) Conduct advertising, promotional or political agitation activities, other than specified in the contract.
4. Smoking tobacco products, electronic cigarettes, bringing in and using intoxicants, bringing and consuming own alcohol in the entire venue is subject to a fine of PLN 500 for each breach of the obligation.
5. The staff of CKF\_13 may refuse entry to the facility to persons under the influence of alcohol or drugs.
6. CKF\_13 Operator reserves the right to exclude a Participant from the Event, as well as any another person in the area of the Event behaving in a way that threatens the safety of other people, disturbs order or violates generally accepted standards of behaviour in public places.
7. The Lessor is entitled to immediately close and terminate the Event, and discontinue providing any services covered by this agreement in the event that the Customer or Event participants grossly violate the Regulations of the Fabryczna CKF\_13 Conference Centre in Kraków and/or behave in a way that endangers the safety of others, disturbs the order or violates generally accepted norms of behaviour in public places, or poses a threat to the property of the Lessor or the

owner of CKF\_13 and creates a risk of damage to property of the Lessor and/or the owner of CKF\_13. The Lessor's statement on the immediate closure and termination of the Event may be submitted, including orally, to the person referred to in subparagraph 5 above. In exceptional situations, the Event may be terminated by the Lessor without prior notification to the Customer.

## **§ 7 FINAL PROVISIONS**

1. These Terms & Conditions are available on the website [ckf13.pl](http://ckf13.pl), also in the office and at the reception desk of CKF\_13.
2. By concluding the Hire Contract, the Hirer accepts these Terms & Conditions and undertakes to comply with them.
3. CKF\_13 Operator is entitled to amend these Terms & Conditions. Amended Terms & Conditions will be published on the website [ckf13.pl](http://ckf13.pl).

## Appendix No. 1 to the Terms & Conditions

### REGULATIONS

#### FOR THE OPERATION OF THE VIDEO SURVEILLANCE SYSTEM IN CKF\_13

##### PREAMBLE

Whereas a video surveillance system has been installed in CKF\_13 managed by Hotelowa Fabryczna spółka z ograniczoną odpowiedzialnością with the registered office in Kraków, the following rules for its operation are introduced.

#### 1. GENERAL PROVISIONS

- 1.1. The controller of personal data related to the video surveillance system is F.R.B. INTER - BUD spółka z ograniczoną odpowiedzialnością sp. k. with the registered office in Kraków, 31-419 Kraków, ul. Rozrywka 24/55 (address of head office and address for correspondence: 30-392 Kraków, ul. Czerwone Maki 65), registered in the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście in Kraków, XI Commercial Division of the National Court Register under the number 0000537013, NIP 9452168323 (hereinafter: the "**Controller**").
- 1.2. The processor (hereinafter referred to as the CKF\_13 Operator) of data related to the video surveillance system is **Hotelowa Fabryczna spółka z ograniczoną odpowiedzialnością** with the registered office in Kraków, ul. Fabryczna 13, 31-553 Kraków, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków - Śródmieście in Kraków, XI Commercial Division of the National Court Register under the number 0000910065, NIP: 6762599866, REGON: 389412741 (hereinafter: the "**Processor**"). The Processor processes personal data related to the video surveillance system under the agreement for the entrustment of personal data processing concluded with the Controller.
- 1.3. In using the video surveillance system, the Controller is guided by the following principles:
  - 1.3.1. "lawfulness, reliability and transparency" - the Controller ensures that personal data is processed lawfully, fairly and in a manner transparent for data subjects;
  - 1.3.2. "purpose limitation" - the Controller ensures that personal data is collected for specific, explicit and legitimate purposes and is not further processed in a way that is incompatible with those purposes;

- 1.3.3. "data minimization" - the Controller ensures that personal data is adequate, relevant and limited to what is necessary for the purposes for which it is processed;
  - 1.3.4. "correctness" - the Controller ensures that personal data is correct and updated as necessary;
  - 1.3.5. "storage restrictions" - the Controller ensures that personal data is stored in a form that allows identification of data subjects, for a period not longer than is necessary for the purposes for which the data is processed;
  - 1.3.6. "integrity and confidentiality" – the Controller ensures that personal data is processed in a manner that ensures its adequate security, including protection against unauthorized or unlawful processing and accidental loss, destruction or damage, using appropriate technical or organizational measures.
- 1.4. Prior to the installation of the video surveillance system, the following aspects were analysed:
- 1.4.1. operational supervision,
  - 1.4.2. physical security of software and system devices,
  - 1.4.3. training of personnel operating the system,
  - 1.4.4. providing adequate technical and organizational measures for the purpose of safe storage and archiving of video recordings.
- 1.5. Taking into account Art. 47 of the Constitution of the Republic of Poland, which states that everyone has the right to legal protection of private and family life, honour and good name, and to decide about their personal life, the Controller uses video surveillance respecting the right to privacy of employees and customers.

## **2. THE PURPOSE OF THE VIDEO SURVEILLANCE SYSTEM**

- 2.1. The purpose of using the video surveillance system is to ensure the safety of people staying in the area of CKF\_13 managed by the Processor.
- 2.2. Due to the fact that the Processor has property in CKF\_13, there is a legally justified purpose for registering events in case of its theft or devastation. Registration of such events will enable the identification of perpetrators and the recovery of potentially lost property.
- 2.3. Another objective of the use of the video surveillance system is prevention. Appropriate signage of the video surveillance system in accordance with the principles set out in paragraph 6 below and the location of the cameras in visible places is intended to discourage potential perpetrators from committing crimes or offenses to the detriment of the Processor.



### **3. THE SCOPE OF APPLICATION OF THE VIDEO SURVEILLANCE SYSTEM**

3.1. The video surveillance system comprises the following elements:

- 3.1.1. external cameras (recording the image from the surroundings of the buildings and CKF\_13);
- 3.1.2. indoor cameras located inside CKF\_13;
- 3.1.3. recorders, cabling and software;
- 3.1.4. device that records video material (recorder) on hard drives.

3.2. The video surveillance system operates 24 hours a day. Cameras are located in places such as entrances to the building, corridors, passageways, staircases and other rooms. The Controller ensures that the location of the cameras does not violate dignity and other personal rights of people recorded by the system. The current list of monitoring sites is available with the Controller.

3.3. The scope of data potentially processed in connection with images recorded by the video surveillance system includes behaviour of persons.

3.4. Only the image is registered and saved. The video surveillance system does not allow audio recording.

3.5. Recordings from the video surveillance system are stored on an electronic data carrier for a period not longer than two weeks, unless there is a justified need to keep any recording for evidence purposes related to preparatory proceedings conducted by the relevant authorities. After the lapse of the periods referred to above, image recordings obtained from the video surveillance system are deleted, unless applicable provisions of law stipulate otherwise.

### **4. IMAGES FROM THE VIDEO SURVEILLANCE SYSTEM**

5.1. The image recording and saving software is installed on the recorder, which is located in a lockable office room, equipped with an access control system. Only persons authorized by the Controller have access to this room.

5.2. The Processor has access to the video surveillance system 24 hours a day, 7 days a week via the system support software and mobile applications. Access to the system is understood as the possibility of real-time viewing, reviewing and saving of recordings.

### **5. MAKING RECORDINGS AVAILABLE**

- 5.1. The Controller allows the Processor to make the image recordings available on request to employees of the Processor authorized to process personal data from the video surveillance system and to competent authorities (Police, Prosecutor's Office, Courts) for the purpose of the performance of their statutory duties.
- 5.2. The Controller also allows the Processor to present recordings from the video surveillance system on request of a data subject only in the scope that the camera registered the image and behaviour of the person who submits the request. The person who requests access to a recording should demonstrate their legal interest in viewing the recording. It is unacceptable to provide a copy of such a recording to an interested person on any carrier as well as providing access to recordings containing personal data of other people.
- 5.3. Recordings from the video surveillance system may be made available only upon obtaining the Controller's written consent, given after prior review of the request made by the data subject. The Controller has the right to object to making video surveillance system recordings available, if it would violate law. In that case both the Controller and the Processor will make every effort to give the data subject who made the request a consistent response in respect of providing access to the system records within deadlines applicable under the provisions on personal data protection.
- 5.4. Recordings are made available on a data carrier such as a CD, DVD, etc. and submitted to the person concerned against acknowledgement of receipt. Recording material from the system should take place in the presence of the Controller or another person designated by it. The Controller and the Processor keep a register of access to video recordings.
- 5.5. Only persons authorized by the Controller and the Processor may watch images from the video surveillance system.
- 5.6. The Controller has the right to deny individual persons access to recordings.

## **6. INFORMATION OBLIGATION**

- 6.1. Cameras are located in places visible to the people whose image is being registered.
- 6.2. Information obligation towards persons whose personal data has been obtained by using the video surveillance system is met in relation to these persons by means of signs informing about the installed video surveillance system. The information signs are legible and located in places visible enough, so that the the information obligation is fulfilled beyond doubt.

- 6.3. The signs contain a pictogram of a video camera and information that the facility is monitored.
- 6.4. The Processor's employees, whenever requested by any person, are able to provide information on the processing of personal data.
- 6.5. The employer also fulfils the information obligation provided for by law, in particular Article 22<sup>2</sup> of the Labour Code, in relation to its employees.

## Appendix No. 2 to the Terms & Conditions

### REGULATIONS FOR USING THE WIFI NETWORK IN CKF\_13

#### PREAMBLE

Whereas, a WiFi network has been installed in CKF\_13 managed by Hotelowa Fabryczna spółka z ograniczoną odpowiedzialnością with the registered office in Kraków, located in the building at ul. Fabryczna 13, 31-553 Kraków, the following rules for the use of this service (hereinafter: the "**Service**") are introduced.

#### 1. DEFINITIONS

- 1.1. "**Service Provider**" (hereinafter referred to as CKF\_13 Operator) - Hotelowa Fabryczna spółka z ograniczoną odpowiedzialnością with the registered office in Kraków, ul. Fabryczna 13, 31-553 Kraków, registered in the Register of Entrepreneurs of the National Register kept by the District Court for Kraków - Śródmieście in Kraków, XI Commercial Division of the National Court Register under the number 0000910065, NIP: 6762599866, REGON: 389412741.
- 1.2. "**WiFi Network**" - a computer network used for wireless access to the Internet in the Hotspot, made available by the Service Provider in the premises of CKF\_13.
- 1.3. "**Hotspot**" - the area in CKF\_13 where it is possible to use the WiFi Network.
- 1.4. "**User**" - any person who uses the WiFi Network in CKF\_13.
- 1.5. "**Device**" - the User's mobile device connected to the WiFi Network.

#### 2. GENERAL PROVISIONS

- 2.1. The WiFi Network can be used by persons staying in the Hotspot, using their own Devices on the terms set out in these Regulations. Logging in to the WiFi Network is synonymous with the acceptance of these rules by the User. In the absence of acceptance of these Regulations, the User should immediately disconnect from the WiFi Network.
- 2.2. Access to the WiFi Network is limited to the Hotspot and is free of charge.
- 2.3. Access to the WiFi Network is implemented using the infrastructure to which Hotelowa Fabryczna sp. z o. o. has legal title.
- 2.4. Users, on their own and at their own expense, ensure the possibility of using respective Devices, their protection against unauthorized access by third parties, and also equipping them with appropriate anti-virus software and compatibility

with the WiFi Network. The Service Provider does not provide the User with access to terminal equipment enabling the use of the Service.

### **3. TECHNICAL CONDITIONS FOR THE USE OF THE SERVICE**

- 3.1. In order to connect to the Service, the User needs to have a device equipped with a WiFi network card in at least 802.11b standard.
- 3.2. The Service Provider does not provide support services for Users and does not bear any responsibility for the compatibility of the User's terminal devices with the WiFi Network infrastructure.
- 3.3. The network connection in the Service is not encrypted.
- 3.4. The Service Provider does not guarantee:
  - 3.4.1. full radio signal coverage,
  - 3.4.2. constant bandwidth of the link and its other parameters,
  - 3.4.3. uninterrupted, correct functioning of the Service,
  - 3.4.4. that there will be no delays in receiving or transmitting data due to lack of or incorrect transmission, delays or interruptions in access to network infrastructure not attributable to the Service Provider.
- 3.5. The Service Provider may use cookies when performing the Service. The privacy policy and cookie policy are available on the website [www.ckf13.pl](http://www.ckf13.pl).
- 3.6. The Service Provider will make every effort to ensure that the Service is provided in compliance with the highest standards.

### **4. OBLIGATIONS OF THE USER**

- 4.1. The User is fully responsible for their actions, in particular actions that may constitute a violation of law. The User should take care of the security of their data on their own.
- 4.2. The User shall not:
  - 4.2.1. use the Service for illegal activities,
  - 4.2.2. download, upload or share any pornographic or illegal content, or content which is proprietary and not owned by the User,
  - 4.2.3. upload, share or publish content which can violate personal rights of any other person,
  - 4.2.4. use the Service for sending unsolicited advertising content (spam) to an unlimited number of users,
  - 4.2.5. distribute computer viruses and other programs which may damage devices or resources of other Internet users,

- 4.2.6. attempt to illegally access any network resources owned by other network users,
- 4.2.7. attempt to circumvent the security measures used in the Service,
- 4.2.8. take any action that could be considered potentially dangerous for the functioning of the Service,
- 4.2.9. overload the band by using P2P apps or providing some network services, e.g. WWW, IRC, NNTP and similar servers,
- 4.2.10. distribute or re-distribute the signal.

4.3. The User may be temporarily or permanently disconnected from the WiFi Network without notice by the Service Provider for activities which are illegal, indecent or threatening the security of the WiFi Network, as well as for inadequate security and configuration of their equipment, or failure to observe the provisions of these Regulations.

## **5. OBLIGATIONS OF THE SERVICE PROVIDER**

5.1. The Service Provider is not liable for:

- 5.1.1. technical parameters of the Service,
- 5.1.2. unauthorized use of software or other proprietary content available in the Internet,
- 5.1.3. damage caused by Users' software,
- 5.1.4. loss or damage to data collected or transmitted by the User,
- 5.1.5. damage which the User may sustain in connection with the use of the Service, in particular damage to devices, loss of data or destruction of the User's software, personal data breach, and security of purchases or financial transactions made using the Service,
- 5.1.6. the User's activity in the network, including damage caused by them.

5.2. The User is not entitled to any claims for temporary or permanent interruptions in Service provision or band capacity reduction as a result of a shutdown or technical problems with the Service infrastructure.

## **6. FINAL PROVISIONS**

6.1. In case the User fails to observe the provisions set out herein, or performs activities that are illegal, contrary to accepted principles of morality, in a manner which threatens the security of the Service or is inconsistent with its purpose, the Service

Provider has the right to block the User's access to the Service, throttle their bandwidth or reduce the speed of the service.

6.2. The Service Provider is entitled to make changes to these Regulations for Using the WIFI Network Service in CKF\_13 at any time.

6.3. In matters not provided for herein, the generally binding provisions of the Polish Civil Code shall apply.

6.4. The competent court to settle disputes arising from the use of the Service by the User will be the common court having jurisdiction over the seat of the Service Provider.