

# Regulations on the provision of post-warranty maintenance services of Zortrax devices (Version 1.0)

## 1. Definitions

- 1) **Regulations** these Regulations on the provision of post-warranty maintenance services of Zortrax Devices;
- Zortrax Zortrax Spółka Akcyjna with its registered office in Olsztyn at the following address: ul. Lubelska 34, 10-409 Olsztyn, Poland, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under the KRS [National Court Register] No: 0000499608; NIP [Tax ID No]: 524-27-56-595, REGON 146496404, BDO [Waste Database] No: 000535813, share capital of 11,542,250 PLN paid up in full,
- 3) **Customer** a natural person who has full capacity to perform legal acts, or a legal person or an organisational unit other than a legal person to whom special provisions grant legal capacity, and who intends to enter into or has entered into an agreement with Zortrax for the provision of a Maintenance Service or diagnostic service;
- 4) **Consumer** a Customer who is a natural person who performs a legal action with Zortrax not directly related to its business or professional activity;
- 5) **Device** Zortrax brand device;
- 6) **Service, Maintenance Service** a paid post-warranty maintenance service of the Device, consisting of, in particular, its maintenance, calibration, repair or regeneration;
- 7) **Notification** a notification made by the Customer via the <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a> form;
- 8) **Agreement** a distance agreement within the meaning of the Polish Act on Consumer Rights, the subject of which is the provision of the Service by Zortrax to the Customer;
- 9) **Technical/Customer Support** Zortrax department responsible for contacting the Customer in matters related to handling Notifications sent by Customers via the <a href="https://support.zortrax.com/support-form">https://support.zortrax.com/support-form</a>/ form;
- 10) **Technical Service** Zortrax department responsible for the provision of the Maintenance Service ordered by the Customer;
- 11) Working Day a day from Monday to Friday, excluding statutory public holidays and Saturdays;
- 12) Personal data information about an identified or identifiable natural person ("data subject")

## 2. General provisions

- 1) These Regulations define the terms and conditions for the provision of post-warranty maintenance services of Zortrax devices by Zortrax filed via <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a>
- 2) The beneficiary of the services may be a natural person, a legal person or an organisational unit without legal personality, whose separate provisions confer legal capacity.
- 3) The condition for using the services is acceptance of the Regulations.

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- 4) By contacting Technical/Customer Support via the form <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a>, the Customer confirms that he/she has read these Regulations and that he/she fully accepts them and undertakes to comply with its provisions.
- 5) The entrepreneur providing services to Customers is Zortrax.
- 6) Zortrax can be contacted in the following manner:
  - a) in writing, to the following address: Zortrax S.A., ul. Lubelska 34, 10-409 Olsztyn, Poland.
  - b) via email: <a href="mailto:office@zortrax.com">office@zortrax.com</a> or <a href="mailto:support@zortrax.com">support@zortrax.com</a>
  - c) via the contact form available at: <a href="https://zortrax.com/pl/contact/">https://zortrax.com/pl/contact/</a>
  - d) by phone: +48 89 672 40 01
- 7) These Regulations are addressed both to Consumers and entrepreneurs using the services offered by Zortrax via the website <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a>, unless a given provision of the Regulations provides otherwise and is addressed only to Consumers or entrepreneurs.
- 8) The Regulations are an integral part of an agreement concluded with the Customer.

## 3. Terms and conditions of providing services electronically

- 1) Technical requirements necessary to work with the ICT system employed by Zortrax:
  - a) computer or other multimedia device with an operating web browser,
  - b) access to the Internet,
  - c) active email account,
  - d) Javascript and Cookies files enabled.
- 2) The Customer's use of the services via the website <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a> does not require registration and creation of an account.
- 3) The Customer is obliged to:
  - a) use Zortrax services in a manner consistent with the law and good practices,
  - b) provide data consistent with the state of fact.
- 4) The Customer is prohibited from delivering illegal content, as well as content containing viruses or which may cause disturbances or damage to Zortrax computer systems.
- 5) Zortrax informs that the use of electronically supplied services may entail a threat on the part of each Internet user, consisting in the possibility of uploading malicious software into the Customer's ICT system and obtainment and modification of his/her data by unauthorised persons. Zortrax therefore recommends that Customers apply appropriate technical measures that minimise the risk of such threats, in particular antivirus software and firewall.
- 6) Zortrax informs that zortrax.com uses Cookies files. These are governed by the Privacy Policy available at Zortrax at this address: zortrax.com.
- 7) The costs of using the Internet, including the costs of data transmission required for the use of services, shall be borne by the Customer on his/her own on the basis of agreements concluded with telecommunication operators or another Internet service provider. Zortrax shall not be liable for the amount of fees charged for the use of data transmission necessary to use the Services.



## 4. Types and scope of services provided electronically

- 1) By means of a form available at <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a> Zortrax enables Customers to use the post-warranty maintenance service of the Devices.
- 2) The provision of the services shall take place in accordance with the principles set out in these Regulations.
- 3) The services are provided for Customers from all over the world, whereas Zortrax may refuse to accept the Notification if due to transport restrictions it is not possible to deliver the Device to Zortrax and to return it subsequently to the Customer.
- 4) The services are provided by Zortrax against payment.
- 5) The services concern Devices which, as a result of the lapse of time, are not covered by the commercial guarantee (hereinafter referred to as "guarantee"), or legal warranty (hereinafter referred to as "warranty"), of Zortrax or when the scope of the service is not covered by the warranty or guarantee of Zortrax.

## 5. Notification of requirement for the performance of Service and conclusion of the Agreement

- 1) The Customer shall file the requirement for the performance of Service by means of the following form: <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a>. Sending a Notification does not oblige the Customer to place an order for the Service.
- The Notification form should contain data such as: first name and last name of the person submitting the Notification, address of residence of the Customer (in the case of a Customer being an entrepreneur registered office address), email address and telephone number for contact, business name if the Notification is made by a Customer being an entrepreneur, information about the Device (device model, software version, purchase date, serial number), description of a defect, materials illustrating the defect.
- 3) Sending a Notification requires acceptance of the Regulations.
- 4) All electronic correspondence with the Customer within the framework of the Notification shall be sent to the Customer's email address specified in the Notification.
- 5) Zortrax shall not be responsible for provision of incorrect contact data by the Customer.
- 6) After sending the Notification, the Technical/Customer Support employee may request additional information from the Customer by phone or email, including e.g. photographs of the damaged element or a detailed description of the defect.
- 7) Confirmation of submission of a Notification along with its content and Regulations in a PDF format shall be sent automatically to the Customer's email address. The notification confirmation shall include an email address for contact with the Technical/Customer Support Department.
- 8) After verification of the Notification, the Technical/Customer Support Department sends a confirmation of receipt of the Notification to the Customer's email address. Confirmation of receipt of the Notification shall contain information regarding:
  - a) possibility of delivering the Device to Zortrax via a shipping company cooperating with Zortrax,
  - b) transport costs of the Device in both directions,



- c) cost of Device diagnostics in order to determine the technical condition of the Device, including the causes of incorrect work,
- d) Zortrax data to cover the costs indicated above.
- 9) The Customer is obliged to cover the costs indicated in sub-point 8 above within 7 days after receiving the confirmation of receipt of the Notification.
- 10) After receiving the confirmation of receipt of the Notification, the Customer, upon prior notification of the Technical/Customer Support Department, shall be entitled to deliver the Device to Zortrax using his/her own shipper. In such event, the Customer shall be obliged to pay for Device diagnostics and half of the shipping costs. The above-mentioned payments shall be made within the time limit referred to in sub-point 9 above, prior to the delivery of the Device to Zortrax. The transport fee is aimed at covering the costs of return shipment of the Device to the Customer.
- 11) Upon receipt of the diagnostic and transport payments, a diagnostic service agreement is concluded. After booking the fees, Zortrax shall immediately send to the Customer's email address a confirmation of conclusion of the agreement on the provision of diagnostic service. The content of the agreement for the provision of diagnostic service shall be recorded, secured and made available to the Customer by sending the confirmation of the conclusion of the agreement to the Customer's email. In accordance with the principles set out in point 10 of the Regulations, the Consumer shall have the right to withdraw from the agreement.
- 12) The Device should be delivered to Zortrax or handed over to the shipping company cooperating with Zortrax within 14 days from the date of payment of the diagnostic and transport fees.
- 13) Devices delivered to Zortrax without the Notification or without the required fees for diagnostics and transport shall not be accepted.
- 14) In the event of untimely payment by the Customer of the fees for diagnostics and transport, Zortrax reserves the right to cancel the Notification.
- 15) Acceptance of the Device by the shipping company cooperating with Zortrax is performed from the place indicated by the Customer in the Notification and within the period agreed upon with the Customer.
- 16) For the time of transport, the Device should be adequately protected against damage. Zortrax recommends the use of original packaging. Any and all information concerning the method of packaging of the Device is available at www.zortrax.com in the Support Center tab.
- 27) Zortrax shall not be liable for damage resulting from transport organised by the Customer and due to inadequate packaging of the Device.
- 18) Upon receipt of the Device, the Technical Service Department shall commence a preliminary technical assessment of the Device and prepare an offer for the provision of the Service.
- 19) Within 7 working days from the date of receipt of the Device, Technical/Customer Support shall send to the Customer information on detected defects and faults of the Device and an offer to conclude an Agreement for the provision of the Service relevant to the Customer's Notification and technical assessment of the Device. In exceptional cases, the time limit specified in the first sentence may be extended and Zortrax shall inform the Customer about the delay and the new time limit.
- 20) Depending on the type of Service, the offer shall contain information on:
  - a) estimated time of Service performance,



- b) amount of Zortrax's fee for the performance of the Service,
- data to make the payment for the Service. c)
- The Customer is entitled not to accept Zortrax's offer and to resign from the performance of the 21) Service, or to accept the offer to conclude the Service Agreement.
- The offer shall be binding on Zortrax for a period of 7 days from the date of its delivery to the Customer. 22) After the ineffective expiry of the above time period, the offer expires, and Zortrax shall return the Device to the Customer's address specified in the Notification, without rendering the Service.
- The Customer shall send the confirmation of acceptance of Zortrax's offer via email to Zortrax email 23) address indicated in the confirmation of submission of the Notification.
- In the event Zortrax offer is accepted, the Customer shall be obliged to pay Zortrax's fee for the 24) performance of the Service in the amount indicated in the offer, within 7 days from the date of its submission to the Customer. If the fee is not paid, the Device shall be returned to the Customer without the provision of the Service.
- 25) Upon receipt of the full fee for the Service, the Agreement between the Customer and Zortrax is concluded.
- 26) After booking the fee, Zortrax shall immediately send to the Customer's email address, a confirmation of conclusion of the Agreement for the provision of the Service. The content of the concluded Agreement shall be recorded, secured and made available to the Customer by sending a confirmation of the conclusion of the Agreement to the Customer's email.
- After the conclusion of the Agreement, the Service shall be provided in accordance with the terms and 27) conditions of hereby Regulations and the offer.
- 28) The Consumer shall have the right to withdraw from the concluded Agreement in accordance with the terms set out in point 10 of the Regulations.
- 29) Zortrax reserves the right to extend the Service delivery deadline indicated in the offer in the event of occurrence of circumstances beyond Zortrax's control, e.g. in the case of delays in the delivery of ordered spare parts which are necessary for repair, as well as occurrence of other disturbances caused by force majeure, such as natural disasters, social unrest, strikes, fires. Should a delay occur, Zortrax shall inform the Customer about the delay and the expected new date of Service provision.
- If, during the performance of the Service, the Technical Service Department detects defects, faults not 30) covered by the scope of the Agreement concluded with the Customer, Zortrax shall inform the Customer thereof and send to him/her an additional offer extending the scope of the Service. In this event, the provisions of sub-point 19 et seq. shall apply accordingly.
- After the performance of the Service, Zortrax sends information about its performance to the Customer's email address, and the Device is immediately shipped to the Customer.
- Zortrax reserves the right to withdraw from the Service Agreement within 40 days from the date of 32) conclusion of the Agreement, in particular in the following cases:
  - a) if, after the performance of service activities, the defects or faults found do not cease and it is not possible to perform the Service restoring the full functionality of the Device,
  - b) if the Customer has not agreed to the performance of other additional services by Zortrax without which it is not possible to properly perform the ordered Service.



- In such case Zortrax shall immediately return the Device to the Customer without rendering the Service, as well as the fee received from him/her. The Device shall be returned at Zortrax's expense.
- 33) In each case, the Device shall be returned by Zortrax to the Customer's address specified in the Notification. The Device's return address may be changed solely after prior agreement with Zortrax.
- Parts removed in connection with the repair of the Device shall be returned to the Customer solely upon the Customer's request indicated in the confirmation of acceptance of the Zortrax's offer. In the absence of such a request, those parts shall be submitted for disposal or recycling.

## 6. Warranty for the Service

- 1) Zortrax grants a warranty for the Service performed and the replaced parts for a period of 3 months from the date of the Device's handover to the Customer, subject to sub-point 3.
- 2) Physical defects of the replaced parts or defectively performed Service that were disclosed within the warranty period shall be removed by Zortrax free of charge in the shortest possible time not exceeding 14 days from the date of acceptance of the complaint by Zortrax, and delivery of the device to Zortrax. The warranty shall cover only defects resulting from reasons inherent in defects of replaced parts, or resulting from improper provision of the service.
- 3) The warranty shall not cover, in particular:
  - a) damage caused by external factors, for example, mechanical damage,
  - b) damage caused by atmospheric phenomena, pollution, flooding, moisture or condensation of water vapour,
  - c) damage caused by atmospheric discharges and incorrect network voltage,
  - d) damage resulting from the process of unauthorised repair of the Device,
  - e) damage caused by failure to conduct or improper conduct of maintenance of the Device,
  - f) damage caused as a result of unauthorised update or change of internal software of the Device,
  - g) damage resulting from the use of the Device contrary to its intended purpose,
  - h) parts which are used during normal operation and require periodic replacement,
  - i) damage resulting from the use of consumables, including printing materials, in an incorrect manner,
  - j) damage resulting from the use of consumables other than those recommended by Zortrax as the manufacturer of the Device.

## 7. Complaint procedure

- 1) Complaints may be submitted:
  - a) in writing, to the following address: Zortrax S.A., ul. Lubelska 34, 10-409 Olsztyn, Poland;
  - b) via the form available at <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a>;
  - c) via e-mail to the e-mail address: <a href="mailto:support@zortrax.com">support@zortrax.com</a>
- 2) The complaint description should include: (1) contact details of the complainant, (2) subject matter and cause of the complaint and (3) request.

- 3) Zortrax shall immediately address the complaint, no later than within 30 days from the date it was
- 4) Zortrax shall provide the Customer with a response to the complaint on paper or in electronic form to the email address indicated by the Customer.

#### 8. Payment methods and dates

- 1) The following payment methods are accepted by Zortrax:
  - payment upfront by bank transfer to Zortrax bank account, a)
  - b) payment upfront by bank transfer via the PayPal external payment system, operated by PayPal (Europe) S.a r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349);
- 2) The Customer shall be obliged to make payments within the following periods:
  - in the case of payment of the fees for diagnostics and transport of the Device 7 days from the a) date the Customer obtained the confirmation of receipt of the Notification,
  - in the case of payment of fee for the Service 7 days from the date of receipt of the offer for b) conclusion of the Agreement for the provision of the Service.
- 3) The Customer agrees that Zortrax shall issue an electronic invoice in a PDF format, and send it to the Customer's email address.

#### 9. **Provisions concerning a Customer not being a Consumer**

- 1) Zortrax's liability towards a Customer who is not a Consumer, regardless of its legal basis, is limited both as part of a single claim and for any and all claims - to the value of the Device provided to Zortrax in order to perform the Service. Furthermore, Zortrax shall not be liable towards the Customer not being a Consumer for any loss of profits.
- 2) The Regulations and agreements shall be subject to Polish law.
- 3) Any and all disputes that arise between Zortrax and the Customer not being a Consumer shall be submitted to a court competent for Zortrax's registered office.

### 10. Consumer's right to withdraw from the agreement pursuant to Article 27 of the Act of 30 May 2014 on consumer rights

- A Customer who is a Consumer shall have the right to withdraw from the agreement without stating a 1) reason within 14 days from the date of conclusion of the agreement. Withdrawal shall not entail the obligation of the Consumer to bear any costs, except for those specified in sub-point 7 below.
- 2) The period for withdrawal from the agreement starts from the date of conclusion of the agreement.
- 3) The Consumer may withdraw from the agreement by submitting a statement of withdrawal from the agreement to Zortrax. The statement of withdrawal from the agreement may be submitted on the form constituting the Appendix 1 to the hereby Regulations. The withdrawal statement may be sent to the address of the registered office of Zortrax or email address: support@zortrax.com.
- 4) In order to meet the deadline for withdrawal from the agreement, it is sufficient for the Consumer to send a statement of withdrawal before the expiry of the deadline indicated above. If the statement

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- was sent to Zortrax's email address, upon its receipt Zortrax shall immediately send the confirmation of receipt of the notice of withdrawal from the agreement by email to the Customer's email address.
- 5) In the case of withdrawal from the agreement, the agreement is deemed not concluded.
- 6) In the event of withdrawal from the agreement within the framework of which the Consumer already made the payment, the Consumer shall receive back the payment issued for the concluded agreement immediately, no later than within 14 days from the date on which Zortrax obtained the statement of withdrawal from the agreement. The return of the payment shall be made in the same way as Zortrax has received the payment in the original transaction, unless the Consumer agrees to another form of refund; in no case shall the Consumer be charged for the refund of the payment made.
- 7) If, at the explicit request of the Consumer, the provision of the service commenced before the expiry of the withdrawal period, the Consumer shall be obliged to pay for the services completed until the date of withdrawal from the agreement. The amount of the payment shall be calculated in proportion to the extent of the benefit provided, taking into account the fee agreed in the agreement. If the fee is excessive, the basis for calculating this amount shall be the market value of the service provided.
- 8) The Consumer shall not be entitled to withdraw from the agreement with regard to service agreements in the case where Zortrax has provided the service in full upon the explicit consent of the Consumer, who was informed before the commencement of the service that after the performance of the service by Zortrax, the Consumer will lose the right to withdraw from the agreement.
- 9) The principles set out in sub-points (1) to (8) shall apply to a natural person who concluded an agreement directly related to his/her business activity, where the content of the agreement indicates that he/she does not have a professional character for that person, resulting in particular from the subject matter of his/ her business activity.

## 11. <u>Liability of Zortrax towards the Consumer</u>

1) Zortrax shall be liable to the Consumer for non-performance or improper performance of the agreement, unless the non-performance or improper performance of the agreement results from circumstances for which Zortrax is not liable.

## 12. Personal data

1) Pursuant to Article 13 (1) and (2) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 04.05.2016), hereinafter referred to as the GDPR, Zortrax hereby informs that the Controller of the Personal Data stated in the Notification and agreement conclusion process is Zortrax Spółka Akcyjna with its registered office in Olsztyn at the following address: ul. Lubelska 34, 10-409 Olsztyn, Poland, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under the KRS [National Court Register] No: 0000499608; NIP [Tax ID No]: 524-27-56-595, REGON 146496404, BDO [Waste Database] No: 000535813, share capital of 11,542,250 PLN paid up in full.



- 2) Contact with the Controller is possible by mail at the address: Zortrax S.A. ul. Lubelska 34, 10-409 Olsztyn, by email: office@zortrax.com or by phone: +48 89 672 40 01.
- 3) The Controller processes the Personal Data, including data: of the Customer being a natural person (first and last name, address of residence or registered office, email address, telephone number, data necessary to issue an invoice), first and last name of the person submitting the Notification and information collected through cookies or other similar technologies), for the following purposes and on the basis of the following legal bases:
  - a) in order to conclude and perform one of the agreements to which the Customer is a party, including the provision of the services, i.e. pursuant to Article 6 (1) (b) of the GDPR;
  - b) in order to respond to inquiries addressed to Zortrax, handle the Customer's complaint, i.e. on the basis of a legitimate interest of the Controller consisting in handling inquiries, notifications and complaints, including providing answers to them (Article 6 (1) (f) of the GDPR);
  - c) in order to fulfil the obligations arising from the generally applicable law, tax regulations and the scope of accounting, i.e. on the basis of Article 6 (1) (c) of the GDPR data processing is carried out due to the need to fulfil the legal obligation imposed on the Controller,
  - d) in order to determine and pursue claims or defend against them, if any, on the basis of the legitimate interest of the Controller consisting in the protection of its rights (Article 6 (1) (f) of the GDPR);
- 4) Personal data may be transferred to entities processing personal data at the request of the Controller, including subcontractors and entities providing services to the Controller (including IT and technical support services), hosting (storage) entities and entities providing accounting and legal services. Personal data may be made available by the Controller to other entities authorised to obtain information under the provisions of law, which will request such information on an appropriate legal basis.
- 5) Personal data shall be processed for the period necessary to achieve the purposes of processing listed in sub-point 3, depending on the legal basis for processing. In connection with the above, the Personal Data will be processed during the term of the agreement with the Customer or filing an effective objection to data processing in cases where the legal basis for data processing is the legitimate interest of the Controller. The period of data processing may be extended if the processing is necessary to establish and pursue possible claims or defend against them, and after that time also in the case and to the extent required by law.
- 6) Provision of the personal data is voluntary but necessary to achieve the above-mentioned objectives, including conclusion of an agreement and provision of the services. The consequence of the Customer's failure to provide the Personal Data shall be the inability to conclude the agreement.
- 7) In connection with the processing of the Personal Data by the Controller, the Customer has the right to:
  - a) demand access to the content of his / her Personal Data (within the limits and according to the rules defined in Article 15 of the GDPR);
  - demand the rectification of his / her Personal Data which is incorrect as well as the completion of incomplete Personal Data (within the limits and according to the principles defined in Article 16 of the GDPR);



- c) demand the erasure of his / her Personal Data "right to be forgotten" (within the limits and under the conditions set out in Article 17 of the GDPR);
- d) demand a restriction on the processing of his / her Personal Data (within the limits set out in Article 18 of the GDPR);
- e) request the transfer of his / her Personal Data (within the limits set out in Article 20 of the GDPR);
- f) object to the processing of the Personal Data for the purposes of pursuing the legitimate interest of the Controller (within the limits of Article 21 of the GDPR);
- 8) If the Customer considers that the processing of the personal data violates the provisions of law, the Customer shall have the right to lodge a complaint with the supervisory authority responsible for the protection of personal data, in particular in the Member State of his or her habitual residence, place of work or place where the alleged breach was committed.
- 9) If the processing of the personal data takes place on the basis of the consent granted by the Customer for the processing of the personal data, the Customer shall have the right to withdraw the consent at any time, with the reservation that the withdrawal of the consent shall not affect the lawfulness of the processing performed on the basis of the consent prior to its withdrawal.
- 10) The Controller does not intend to transfer the Personal Data to a third country or international organisation; however, such a situation may occur. If the Controller has to transfer the Personal Data to entities outside the European Economic Area (hereinafter referred to as "EEA"): the Controller shall then ensure that special safeguards are in place and that an adequate level of data protection is ensured. The Controller informs that it uses the services of third parties which help to provide it with certain solutions related to its services, e.g. hosting (data storage), payment execution. Providers of such services may be established both within and outside the EEA, including the United States. Where the Personal Data will be transferred outside the "EEA", the Controller guarantees that an adequate level of protection will be ensured by implementing one or more of the following safeguards:
  - a) the transfer of the Personal Data will only take place to countries that the European Commission has determined to ensure an adequate level of protection for personal data;
  - b) agreements with service providers will use standard contractual clauses issued by the European Commission which cover the Personal Data with the same protection as they enjoy in the European Union;
  - c) if the service providers are based in the United States of America, the Controller shall transfer the data to them if they are covered by the Privacy Shield Program, which obliges them to provide similar protection for data transferred between Europe and the United States.
- 11) In the case of transfer of the personal data outside the EEA, the Customer may request further information from the Controller on the security measures applied in this regard, obtain a copy of the security measures and information on the place of making it available by contacting the Controller in the manner indicated in this information.
- 12) The Customer's personal data shall not be processed in an automated manner, including in the form of profiling.

## 13. Out-of-court dispute resolution and redress claims, and the terms of access to these procedures – Consumer



- 1) The Consumer is entitled to use out-of-court complaint handling and claiming.
- 2) Detailed information regarding the possibility for the Consumer to use out-of-court complaint and redress procedures, and the terms of access to these procedures are available at the registered offices and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Voivodeship Trade Inspection Inspectorates and at the following website address of the Office of Competition and Consumer Protection [UOKiK]:

https://www.uokik.gov.pl/pozasadowe rozwiązywanie sporow konsumenckich.php

- 3) The Consumer shall have the following exemplary options of claiming extrajudicial ways of examining complaints and pursuing claims:
  - a) The Consumer shall have the right to address the Permanent Consumer Arbitration Court referred to in Article 37 of the Act of 15 December 2000 on the Trade Inspection (Polish Journal of Laws of 2020, item 1706) with a motion to resolve the dispute resulting from an Agreement concluded with the Seller,
  - b) The Consumer is entitled to apply to the Voivodeship Inspector of the Trade Inspection Authority, pursuant to Article 36 of the Act of 15 December 2000 on Trade Inspection (Polish Journal of Laws of 2020, item 1706), with a request to initiate mediation proceedings concerning the amicable settlement of the dispute between the Consumer and the Seller.
  - c) The Consumer may receive free of charge assistance in resolving the dispute between himself/herself and a seller, also through the free of charge aid of a district (municipal) consumer ombudsman or a social organisation, statutory tasks of which include consumer protection (including Federation of Consumers, Association of Polish Consumers).
- 4) In order to resolve disputes amicably, the Consumer may also take advantage of the EU Internet platform ODR available at: <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>

## 14. Amendments to the Regulations

- 1) These Regulations may be amended at any time and to any extent, for important reasons, including:
  - modification of the technical conditions for the provision of services electronically by Zortrax, including the introduction of new services;
  - b) change of the terms and conditions or the process of conclusion of the agreement for the electronic provision of services by Zortrax;
  - c) improving customer service, including counteracting abuse;
  - d) change of Zortrax's data, in particular names, identification numbers, electronic addresses, links or contact details indicated in the Regulations;
  - e) requirement for the removal of any errors, typographical mistakes or ambiguities from the Regulations;
  - f) requirement for the adaptation of the provisions of the Regulations to the provisions of law having a direct impact on Zortrax's provision of services;
  - g) introduction of new regulations or necessity to update the Regulations due to cessation of providing certain services by Zortrax;



2) Amendments to the Regulations shall be effective as of the date of their publication on zortrax.com, whereas the amendments made to the Regulations shall not apply to Customers who received at least a confirmation of the submission of the Notification prior to the date of their entry into force.

## 15. Final provisions

- 1) These Regulations are available in Polish and English at: <a href="https://support.zortrax.com/support-form/">https://support.zortrax.com/support-form/</a> in a form enabling their downloading and recording.
- 2) Agreements with Zortrax shall be concluded in Polish or English.
- 3) These Regulations shall enter into force on: 01/07/2021.

I hereby accept for legal terms:



## Appendix 1 to the Regulations

## Model agreement withdrawal form

(this form must be completed and returned only if you wish to withdraw from the agreement)

Addressee:  Zortrax S.A. with its registered office in Olsztyn, ul. Lubelska 34, 10-409 Olsztyn, Poland email address: <a href="mailto:support@zortrax.com">support@zortrax.com</a> ,  I/We(*) hereby inform of my/our withdrawal from the agreement for the provision of the following service	
Data of the Consumer withdrawing f	rom the agreement:
First name and Last name of the Consumer:	
Consumer's address (street, house and apartment number Postal code and city, country)	
Email address for contact	
DATE:	SIGNATURE (only if the form is sent in paper form):
(*) - delete as appropriate	