

## Regulations of the <https://elemental.biz/> website (“Regulations”)

1. The Regulations describe terms and conditions of using the <https://elemental.biz/> website (“Website”). These Regulations are provided free of charge to all Website users in a way that enables downloading, reading and recording the content of the Regulations by means of an ICT system available to a respective user.
2. The Website belongs to Elemental Holding sa with its registered office at 20 rue Eugène Ruppert L-2453 Luxembourg, [www.elemental.biz](http://www.elemental.biz), e-mail: [office@elemental.biz](mailto:office@elemental.biz), entered into the Luxembourg Trade Register (RCS) under number B252310, having tax identification number VAT LU34867461 (“Elemental Holding”).
3. By means of the Website, Elemental Holding provides users with the following unpaid services (“Services”):
  - a) provision of information about the Elemental Holding company, including its business objects, capital group, contact details, the content of the basic policies and procedures adopted and other relevant information identifying the organization and its operations;
  - b) provision of a contact form.
4. If the user starts using the Website, it will be equivalent to confirmation by the user of having read and accepted the terms and conditions of the Regulations.
5. Any services other than specified in section 3 above, including any form of sales, are not provided through the Website. All data and descriptions contained on the Website are for information purposes only and should not be treated as a commercial offer.
6. One of leading and regularly updated web browsers is needed to properly display the Website. The responsive version of the Website may visibly differ from the desktop version.
7. The Website may be displayed incorrectly on some niche browsers and/or browsers not supported by producers in terms of modern technology. Valid information on the function and purpose of software or data that is not a component of the content of the Service entered into the recipient's ICT system is included in the Privacy Policy.
8. Elemental Holding has applied relevant technical and organizational measures to ensure security of using the Website, including safeguards aimed at preventing or significantly limiting the possibility of hacking into the Elemental Holding system.
9. Elemental Holding makes all efforts to ensure that the information published on the Website is reliable, up-to-date and complete, and that the Website itself works faultlessly. If you notice any irregularities, please contact us by e-mail at: [office@elemental.biz](mailto:office@elemental.biz).
10. Elemental Holding informs that, despite the safeguards applied, recipients’ use of the Website may involve the risk of infecting the recipient's IT system with unauthorized software. In order to avoid this threat, Elemental Holding recommends installing anti-virus software, as well as making any required updates of such software.
11. Elemental Holding reserves the exclusive right to edit, delete part or all of the Website content. It is forbidden to modify the Website or interfere with its operation, provide false information regarding its content, post illegal or malicious content therein, such as viruses, worms, Trojans, adware, riskware, jokes, rootkit etc., or to send spam.

- 12.** Elemental Holding is not obliged to check any transmitted, stored or shared content that has been entered by recipients into ITC systems via the Website. Should Elemental Holding become aware (also by means of official notification) of an unlawful nature of activities relating to or content posted on the Website, being in breach of applicable laws and these Regulations, Elemental Holding is entitled to remove such content or block access to the Services provided in relation to such recipient. Elemental Holding is not liable for any such activities described above.
- 13.** Elemental Holding is entitled to carry out required maintenance works on the Website, which may cause temporary difficulties in using the Website or even completely prevent its use. Notwithstanding the foregoing, Elemental Holding has the right to stop providing the Services at any time, in particular in the event of receiving a justified request from an authorized authority.
- 14.** The structure of the Website and its content (e.g. text, graphics) is protected pursuant to regulations on copyright and related rights, as well as other applicable legal regulations.
- 15.** Without a prior written approval of Elemental Holding, it is forbidden to use part or all of the content of the Website for commercial purposes, copy, electronically transmit such content, link to it or modify it.
- 16.** Each user of the Website is obliged to comply with the law, in particular to respect personal rights of third parties, to observe personal data protection and intellectual property law, as well as to comply with good practices and these Regulations.
- 17.** Personal data provided by persons using the Website shall be processed by Elemental Holding, as a personal data controller, in accordance with the "Privacy Policy" available at <https://elemental.biz/strona/24,privacy-policy>.
- 18.** If the user has reservations regarding the Services made available via the Website, they may submit a complaint by sending an e-mail to the following address: office@elemental.biz. The complaint will be examined right away, no later than within 30 days. If the submitted complaint does not contain all required information, which prevents its examination, Elemental Holding will request a given user to supplement it within not less than 7 days from receiving the request, and instruct such user that failure to supplement the information within the prescribed time will result in refraining from examining the complaint. After the expiry of the time limit, the complaint will not be examined. A response to an examined complaint will be sent to the e-mail address stated by the user in the complaint.
- 19.** These Regulations enter into force as of December 5, 2024. These Regulations are governed by Luxembourg law.
- 20.** Elemental Holding reserves the right to modify the Regulations at any time. Any changes to the Regulations will be effective from the date of their publication on the Website and with regard to the user, from the date the user enters the Website following the introduction of changes to the Regulations by Elemental Holding. If the Services are used after any changes have been introduced to the Regulations, it will be deemed as approval of the modified provisions.