

## Terms and Conditions for the use of virtual walks, 360° Viewmodels and 3D floor plans (Version of Terms and Conditions applicable from 2 July 2021)

We invite you to read the current versions of documents regulating the terms and conditions of use of 3D materials and spherical virtual tours within the 3D Estate product.

### Article 1

#### GENERAL PROVISIONS

1. The Terms and Conditions define the principles of using the 3D Estate Product as part of the services provided by 3D Estate, a limited liability company with its registered office in Mikołów (43-190) at ul. Wyzwolenia 27, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000738801; NIP 635-18-48-285 (hereinafter referred to as "3D Estate").
2. The 3D Estate Product shall be understood as virtual walks (in other words, spherical walks), 360° Viewmodel (rotating model of an apartment) together with 3D materials and any other materials, including in particular graphic materials included in the 3D Estate Product.
3. The use of the 3D Estate Product shall be understood as the use of any of the solutions included in the 3D Estate Product, i.e. virtual walks, 360° Viewmodel, 3D materials and other graphic materials included in it or any of these products together.
4. The rules set out in these Terms and Conditions are consistent with the requirements of the Act of 18 July 2002 on the provision of services by electronic means (i.e. of 6 February 2020 (Journal of Laws of 2020, item 344)).
5. The current version of the Terms and Conditions is available on the 3D Estate's website at [www.3destate.pl/regulamin](http://www.3destate.pl/regulamin)

### Article 2

#### DEFINITIONS

**Developer** – an entity (entrepreneur) within the meaning of the Act of 23 April 1964 – Civil Code (Journal of Laws of 2020, item 2320), which, in the course of its business:

- a) under a developer agreement, undertakes to establish for the buyer the right of separate ownership of an apartment or the right of ownership of a developed plot of land with a single-family house or the right of perpetual usufruct of land and ownership of a single-family house situated on it constituting a separate property, and to transfer this right to the buyer; or
- b) under a preliminary sales agreement, undertakes to transfer to the buyer the right of ownership of the apartment or the right of ownership of a developed plot of land with a single-family house, or the right of perpetual usufruct of land and the property, or
- c) under a sales agreement, transfers to the buyer the right of ownership of an apartment or the right of ownership of a developed plot of land with a single-family house or the right of perpetual usufruct of land and ownership of a single-family house situated on it constituting a separate property;

**Client** – Developer or any other entity who assists the Developer in selling the Development Investment

**Development Investment or Investment** – residential buildings for sale, offered by the Developer, constituting a separate stage of a residential development investment being introduced to the market or already available for purchase;

**Developer's Materials** – files in .dwg format or another format approved by 3D Estate Sp. z o.o. presenting the Investments.

**Agreement** – an agreement entered into by the Client and 3D Estate pursuant to which 3D Estate licenses all materials included in the 3D Estate Product to the Client, and the Client shall pay a license fee in the amount indicated in the Order, under the terms specified in the Terms and Conditions;

**Means of Electronic Communication** – technical solutions, including ICT devices and software tools compatible with them, allowing individual communication at a distance using data transmission between ICT systems, in particular by e-mail;

**Order** – an order placed with 3D Estate by the Client, for the delivery of a 3D Estate Product for a specific Investment;

**Terms and Conditions** – these terms and conditions of the 3D Estate product for Clients together with the Appendices;

### Article 3

#### GENERAL TERMS AND CONDITIONS OF USE OF THE 3D ESTATE PRODUCT

1. The 3D Estate Product may be used by Clients who have placed an Order, which has been accepted for execution by 3D Estate – in accordance with the modalities described in Article 8(1) of the Terms and Conditions.
2. It is assumed that the person signing the Order on behalf of the Client is duly authorised to perform this act on behalf of the Client.
3. The Client is obliged to provide a set of materials necessary for 3D Estate to create a 3D Estate Product, in particular apartment and floor plans of the Investment, elevation drawings and building cross-sections together with a list of all apartments in the Investment covered by the Order – within 3 days from placing the Order and accepting it for execution by 3D Estate according to the modalities described in Article 8(1) of the Terms and Conditions.

### Article 4

#### FEES

1. The Client shall pay a subscription fee in advance on a monthly basis for the use of the 3D Estate Product. Monthly payment of the subscription fee results in the renewal of the license – referred to in Article 5(3) of the Terms and Conditions – to use 3D Estate for one month.
2. After sending a signed Order, the Client shall be obliged to make regular monthly advance licence payments for the next period, in the amount resulting from the Order, on the basis of invoices issued by 3D Estate, sent to the e-mail address indicated by the Client in the Order.
3. Payments against invoices shall be made by bank transfer – to the bank account of 3D Estate: 15 1050 1399 1000 0090 3159 5706. This is the only bank account to which payments under the Agreement are accepted.
4. Placing an Order by the Client means that the Client agrees to the issuance of VAT invoices in electronic form by 3D Estate, without the Client's signature.

5. Detailed payment terms and the amount of individual license fees are indicated in the Order.
6. 3D Estate Sp. z o.o. has the right to change the subscription fees. 3D Estate sp. z o.o. will inform the Client about the changes and their effective dates by e-mail and/or letter at least one month in advance.

## Article 5

### COPYRIGHT, LICENSE

1. Submission of Developer's Materials to 3D Estate by the Client shall mean that the Client grants free permission to 3D Estate to use these Materials as part of the provision of services, in particular in order to create a 3D Estate Product.
2. By placing an Order and submitting the Developer's Materials, the Client accepts that all rights, including author's economic rights, to the 3D Estate Product shall be held exclusively by 3D Estate.
3. 3D Estate shall grant the Client an exclusive licence for the use of the 3D Estate Product created for the Client as part of the execution of the Order, for a fixed period of 1 month. The license entitles the Client to use the 3D Estate Product on the Investment's website and in marketing and other materials used to advertise the Investment, with the licence being renewed for a further fixed period of 1 month subject to the payment by the Client of the Subscription Fee in advance for the relevant monthly licence period. If the Subscription Fee is not paid within the period referred to in the preceding sentence, the licence shall expire.
4. By placing an Order, the Client will be deemed to have agreed to the following:
  - a) the presentation of the Client and the Developer as a client of 3D Estate and making references to the cooperation between the Parties; and
  - b) the use of the logo and the name of the Client and the Developer, in particular: on the 3D Estate's website at [www.3destate.pl](http://www.3destate.pl) as well as in other information and promotional materials of 3D Estate, including during meetings and appearances in the media.
5. In the event that it turns out that the Client does not hold the copyrights to the Developer's Materials or the name or logo referred to in para. 4, and a third party makes any claim against 3D Estate for copyright infringement in the above-mentioned scope, the Client shall be obliged to compensate 3D Estate for the damage incurred by it in connection with such a claim and to refund the costs incurred by 3D Estate in connection with such a claim, including in particular court costs, enforcement costs and the costs of legal services.

## Article 6

### COMPLAINTS

1. The Client has the right to lodge a complaint only with regard to the compatibility of the 3D Estate Product with the Order, the reference material available on [www.3destate.pl](http://www.3destate.pl) and submitted documentation, subject to the provisions below.
2. Complaints must be sent in the form of an email to 3D Estate at the following address [kontakt@3destate.pl](mailto:kontakt@3destate.pl) or to the address of a person who is in contact with the Client on behalf of 3D Estate.
3. Complaints will be considered by 3D Estate within 10 working days from the day 3D Estate receives the complaint.
4. Complaints should include at least: date of notification, description of the defect, apartment number, type of device and web browser on which the 3D Estate Product was used when the defect was found.
5. In the event that the complaint submitted by the Client is not complete to the extent allowing for its effective consideration, in particular in the event it does not contain the elements specified in paragraph 4 above, 3D Estate is obliged to request the Client, within 10 working days of receipt of the complaint, by e-mail, to complete it in an exhaustive manner, in particular by indicating as precisely as possible the materials in which a defect has been detected. In such a case, the time limit referred to in para. 2 shall run from the date of receipt of the complaint completed by the Client.

## Article 7

### CONFIDENTIALITY

1. 3D Estate is obliged to maintain the confidentiality of the data provided by the Client, in particular the Developer's Materials.
2. The Client shall be obliged to keep 3D Estate's information and data confidential, in particular the Quotation, technical information about the operation of the Smart Mock-up / Smart Mock-up Lite, links provided, passwords and other information which it obtains in the performance of the Agreement and which is not publicly available on 3D Estate's website or other materials and articles published from time to time by 3D Estate.

## Article 8

### CONCLUSION AND TERMINATION OF THE AGREEMENT

1. The Agreement shall be concluded by sending, by the Client to 3D Estate, a signed and complete Order containing a confirmation that the Client has read and accepted the contents of these Terms and Conditions. A sample Order constitutes Appendix No. 1 to these Terms and Conditions. The sending of the signed Order by the Client (the sending is understood as the introduction of an e-mail message to the electronic communication system) is tantamount to confirming that the Client has read and accepts the contents of the Terms and Conditions.
2. An Agreement shall be deemed not to have been concluded if, after the Client has placed an order, 3D Estate: (i) withdraws from the execution of the Order due to circumstances making the execution of the Order totally or partially impossible or (ii) refuses to accept the Order for execution – without the need to indicate the reasons for refusal – and immediately, i.e. not later than within 3 days, informs the Client by e-mail about its refusal to accept the Order for execution.

3. Subject to paragraphs 1 and 2 above, after 3D Estate's receipt of the Order, 3D Estate's acceptance of the Order, Client's delivery of the Developer's Materials, and the payment of the first of the fees described in Article 4 of the Terms and Conditions, 3D Estate will deliver the 3D Estate Product to the Client. As of the date 3D Estate transfers the 3D Estate Product to the Client, 3D Estate shall grant to the Client the license referred to in Article 5 para. 3 of the Terms and Conditions. The Agreement is concluded for the duration of the Order, i.e. for the duration of the licence referred to in Article 5 para. 3 of the Terms and Conditions.
4. In the event of the termination of the Agreement, the Client agrees to cease using the materials comprising the 3D Estate Product, in any form, including print. In case of the violation by the Client of the above obligation and its further use of any materials included in the 3D Estate Product or created on the basis of the Order by 3D Estate, 3D Estate is entitled to continue to charge the subscription fee and to impose a contractual penalty in the amount of 5,000 PLN (in words: five thousand PLN) for each case of violation. 3D Estate shall also be entitled to demand from the Client the payment of compensation exceeding the amount of the contractual penalty, in the amount of actual damage suffered. The obligation reserved in this paragraph shall, by its nature, continue to be in force despite the termination of the Agreement, for whatever reason or in whatever manner.

## **Article 9**

### **MODIFICATIONS TO THE TERMS AND CONDITIONS**

1. 3D Estate may make changes to the Terms and Conditions, in particular for technological, organizational, legal or economic reasons. By placing an Order, the Client accepts that 3D Estate may introduce changes to the Terms and Conditions.
2. The Client shall be notified of changes to the Terms and Conditions each time by e-mail – the message shall be sent to the e-mail address indicated in the Order.
3. Subject to para. 4 below, the changed provisions of the Terms and Conditions shall take effect 14 days after the date of sending the information about the change to the Client at the Client's address indicated in the Order. The notice of changes made to the Terms and Conditions shall be effective for the Client as of the moment when information on such changes is sent in accordance with the preceding sentence.
4. The Client has the right to refuse to accept the change of the Terms and Conditions within 14 days from the date of sending them the notice of change. Refusal to accept a change to the Terms and Conditions is made by the Client by sending an email information about refusal to accept the change to 3D Estate. Lack of information from the Client within 14 days from the date of notification of the change to the Terms and Conditions pursuant to this paragraph shall constitute acceptance of the change to the Terms and Conditions by the Client.
5. In the case of the Client's refusal to accept a change to the Terms and Conditions in accordance with paragraph 4 above, the provisions of the Terms and Conditions as they stood before the change shall apply to the Agreement concluded between the Client and 3D Estate.
6. In the event that the Client refuses to accept a change to the Terms and Conditions in accordance with paragraph 4 above, 3D Estate shall have the right to terminate the Agreement with immediate effect. In the event of termination of the Agreement by 3D Estate pursuant to the preceding sentence, the Parties shall settle all dues resulting from the Agreement as of the date of its termination, in particular the License Fee.

## Article 10

### FINAL PROVISIONS

1. The law applicable to the legal relationships between the Client and 3D Estate, resulting from the use of 3D Estate Products by the Client, is Polish law.
2. The Parties will seek to resolve any disputes arising out of the implementation of this Agreement by agreement. In case of inability to reach an agreement, these disputes will be settled by a common court having jurisdiction over the registered office of 3D Estate.
3. In the event that deviations are made from the wording of the Terms and Conditions in favour of the Client for any reason, such deviations must be express and shall be treated as exceptions only and shall not give rise to claims to repeat such actions in the future unless otherwise agreed by the parties in writing.
4. If one or more provisions of these Terms and Conditions turns out to be legally ineffective, in whole or in part, or proves to be unenforceable, the effectiveness of the remaining provisions shall not be affected.
5. As part of meeting the obligations resulting from 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 (OJ of the EU L 119 of 2016, pp. 1-88) hereinafter referred to as GDPR, 3D ESTATE, performing of its obligation to provide information regarding the processing of personal data, presents Appendix No. 2, in case the Client is a natural person conducting business individually or in the form of a partnership, and Appendix No. 3, which the Client undertakes to present on behalf of 3D Estate to all natural persons whose data will be disclosed in connection with the implementation of this Agreement and to inform all natural persons about the transfer and processing of their personal data by 3D Estate.
6. The following Appendices constitute an integral part of the Terms and Conditions:
  - a. Sample Order – constituting Appendix No. 1.
  - b. The information clause for the Client who is a natural person conducting business activity, including a partner in a civil law partnership – constituting Appendix No. 2.
  - c. Information clause for employees of the Client or persons cooperating with the Client – constituting Appendix No. 3.

Order placed on ..... 2021



### Developer

Contractor:  
3D Estate sp. z o.o.  
ul. Wyzwolenia 27  
43-190 Mikołów  
Tax identification number  
(NIP): 635 18 48 285

## Use of virtual walks and 3D floor plans on the developer's website

The Order concerns the \_\_\_\_\_ Investment(s), \_\_\_ apartments, \_\_\_\_\_ style(s).

### Basic

..... PLN  
net monthly

- ✓ 3D floor plans
- ✓ Virtual walks

### Standard

..... PLN  
net monthly

- ✓ 3D floor plans
- ✓ Virtual walks
- ✓ Axonometric projections
- ✓ 360° rotating models

### Contact details:

email address:

phone number:

address for invoices:

### Additional information:

1. I hereby declare that I have read and accept the Terms and Conditions of Service available at: <http://www.3destate.pl/regulamin/>.
2. Net prices, expressed in Polish zloty (PLN). VAT will be added to the prices. There is no additional cost to the Developer for handling and setting up the 3D Estate.
3. Order for an indefinite period with 30 days' notice.
4. In order to create a 3D Estate package, it is required to provide a list of apartments for preparation in Excel and a set of floor plans presenting the development investment.
5. If you choose additional walk decoration styles for one investment, the subscription fee will be increased by 20% for the first additional style and by 10% for each subsequent style.

Stamp of the developer (buyer)

Legible signature (name and surname) of the buyer's representative

The order should be confirmed by sending it to [kontakt@3destate.pl](mailto:kontakt@3destate.pl) or by mail to the mailing address.

## Appendix No. 2 / Terms and Conditions dated 02 July 2021

The information clause for the Client who is a natural person conducting business activity, including a partner in a civil law partnership.

1. The Controller of your personal data is 3D Estate, a limited liability company with its registered office in Mikołów (43-190) at ul. Wyzwolenia 27, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000738801; NIP number 635-18-48-285 (hereinafter referred to as the "Controller").
2. The Controller has appointed a Data Protection Officer whom you may contact in all matters relating to data protection by the following means:
  - a) via email: kontakt@3destate.pl,
  - b) by mail: 3D Estate spółka z ograniczoną odpowiedzialnością with its registered office in Mikołów (43-190), address: ul. Wyzwolenia 27, with a note "IODO/DPO".In particular, you may contact us using the above-mentioned addresses in order to exercise your rights referred to in items 7 and 8.
3. Your personal data will be processed:
  - a) in order to perform a civil law agreement concluded with you – the legal basis is the fact that the processing is necessary for the performance of the agreement (Article 6(1)(b) of the GDPR),
  - b) in order to comply with the Controller's legal obligations – the legal basis for the processing shall be the Controller's legal obligations arising from applicable laws (Article 6(1)(c) of the GDPR),
  - c) for the purpose of presenting an offer with a view to enter into a new agreement within the framework of the established business relationship, including contact by email after the agreement has come to an end;
  - d) for archiving (evidence) purposes in order to secure information in the event of a legal need to establish facts or possibly to determine, pursue or defend claims, pursuant to Article 6(1)(b) and (f) of the GDPR, with the legal basis for data processing being the Controller's legitimate interest consisting in the possibility of determining and pursuing claims (receivables) or defending against such claims.
4. Your personal data shall be processed for the duration of the agreement and the period determined by the provisions of law, at least until the expiry of mutual claims under the agreement. Providing personal data is voluntary, but at the same time necessary to conclude and perform the agreement.
5. The recipients of your personal data may be:
  - a) employees and associates of the Controller,
  - b) entities providing services to the Controller, in particular IT services, accounting services, legal services, debt collection services, to whom the Controller entrusts the processing of personal data,
6. Your personal data will not be transferred to third countries, i.e. countries outside the European Economic Area.
7. You have the right to request access to your personal data, their rectification, erasure, restriction of their processing, as well as the right to data portability.
8. If the processing of your personal data is based on a legitimate interest, you have the right to object to the processing on grounds relating to your particular situation.
9. You have the right to lodge a complaint to the supervisory authority dealing with personal data protection (President of the Personal Data Protection Office).
10. The Controller will not make decisions based solely on automated processing, including profiling, which would produce legal effects in relation to you or materially affect you in a similar manner.

## Appendix No. 3 / Terms and Conditions dated 02 July 2021



## Information clause for employees of the Client or persons cooperating with the Client

1. The Controller of your personal data is 3D Estate, a limited liability company with its registered office in Mikołów (43-190) at ul. Wyzwolenia 27, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000738801; NIP number 635-18-48-285 (hereinafter referred to as the "Controller").
2. The Controller has appointed a Data Protection Officer whom you may contact in all matters relating to data protection by the following means:
  - a) via email: .....
  - b) by mail: 3D Estate spółka z ograniczoną odpowiedzialnością with its registered office in Mikołów (43-190), address: ul. Wyzwolenia 27, with a note "IODO/DPO".In particular, you may contact us using the above-mentioned addresses in order to exercise your rights referred to in items 8 and 9.
3. Your personal data has been provided to the Controller by .....\* in connection with the performance of the Agreement on ..... dated ..... 2021, concluded between .....\* and the Controller ("Agreement").
4. The scope of your personal data processed by the Controller includes contact or identification data, i.e. name, surname, e-mail address, telephone number, and they will be processed in order to perform the obligations arising from the agreement with the Controller, the party of which is/will be .....\*, in particular in order to verify the declarations made by .....\*, including in order to confirm the qualifications of persons indicated as the ones to perform the agreement, maintain contact throughout the performance of the agreement, receive and answer correspondence, control the proper performance of the agreement, settle all dues under the agreement, maintain confidentiality and security or possibly to determine, pursue or defend claims, and the legal basis for the processing of your personal data is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR). Legitimate interest consists in enabling the Controller to efficiently perform the Agreement on an ongoing basis, ensuring reliable identification of .....\* or, possibly, determining, pursuing or defending claims.
5. Your personal data shall be processed for the period stipulated by law, but not shorter than until the expiry of claims resulting from the agreement between the Controller and .....\* or the period of limitations for claims for tax liabilities related to the aforementioned agreement.
6. The recipients of your personal data may be:
  - a) employees and associates of the Controller,
  - b) entities providing services to the Controller, in particular IT services, accounting services, legal services, debt collection services, to whom the Controller entrusts the processing of personal data,
7. Your personal data will not be transferred to third countries, i.e. countries outside the European Economic Area.
8. You have the right to request access to your personal data, their rectification, erasure, restriction of their processing, as well as the right to data portability.
9. If the processing of your personal data is based on a legitimate interest, you have the right to object to the processing on grounds relating to your particular situation.
10. You have the right to lodge a complaint to the supervisory authority dealing with personal data protection (President of the Personal Data Protection Office).
11. The Controller will not make decisions based solely on automated processing, including profiling, which would produce legal effects in relation to you or materially affect you in a similar manner.