

Rules for the provision of information services

I. GENERAL INFORMATION

1. These Rules set out the terms and conditions for the provision and delivery of market and financial data in the form of Information Products described in the information services Price List.
2. The entity providing the services covered by these Rules is the Warsaw Stock Exchange (Giełda Papierów Wartościowych w Warszawie S.A.), with registered office at ul. Książęca 4, 00-498 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw under KRS no. 0000082312, with share capital of PLN 41,972,000 – fully paid up, Tax Identification Number (NIP) 526 025 09 72, hereinafter referred to as “**GPW**” or “**Service Provider**”.

II. DEFINITIONS

Whenever the Rules refer to:

- 1) **Price List** – this means the Information Services Price List set out in Appendix 1 hereto;
- 2) **Historical Data** – this means data covered by an Information Product listed in the Price List, provided or made available under the Rules, in digital form (digital content), as of the next Business Day after they are made available to the public;
- 3) **Business Day** – this means the days from Monday to Friday with the exception of public holidays;
- 4) **DORA** – this means Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011;
- 5) **Consumer** – this means a Service User who is a natural person concluding the Agreement, not directly related to his/her business or professional activity; for the purposes of these Rules, a natural person conducting business activity, concluding the Agreement directly related to his/her business activity, is also considered a Consumer if such a person declares in the Order that the Agreement is not of professional nature for him/her, arising in particular from the subject of his/her business activity, available on the basis of the regulations on the Central Register and Information on Business Activity;
- 6) **Financial Entity** – this means a financial entity referred to in Article 1(1) and (2) DORA;
- 7) **Information Product** – this means data provided or made available in digital form (digital content), listed and described in the Price List or as Custom Information Products or as Historical Data, originating from GPW or third parties named in the Price List;
- 8) **Custom Information Product** – this means data provided or made available in digital form (digital content) prepared on an individual request of a Service User according to specifications agreed with GPW;
- 9) **Rules** – this means these Rules for the provision of information services with the appendices, published at www.gpw.pl;

- 10) **Subscription** – this means Information Products delivered or made available on a cyclical basis during the calendar year; Historical Data and Custom Information Products are not covered by Subscription;
- 11) **Agreement** – this means an agreement for the provision of Information Services concluded on the basis of the Service User's Order accepted by GPW under the terms of the Rules;
- 12) **Information Service, Service** – this means a service consisting in providing or making available Information Products electronically or on a durable medium;
- 13) **Service User** – this means a natural person, a legal person or an organisational unit without legal personality who or which is a party to an Agreement for the provision of Information Services concluded with GPW;
- 14) **Order** – this means an order for an Information Service drawn up and sent to GPW on the Order form set out in Appendix 2 hereto.

III. CONCLUSION OF THE AGREEMENT

1. GPW provides Information Services under the Rules pursuant to an Agreement concluded as a result of an Order submitted by the Service User and confirmed by GPW.
2. The Order, completed and signed by the Service User or persons authorised to represent the Service User, should be sent by e-mail to: **historical.data@gpw.pl**.
3. An Agreement is concluded when GPW sends a confirmation of acceptance of the Order to the Service User and remains in force for the duration of GPW's provision of the Service which is the subject of the Order. An Agreement concerning Subscription is concluded for a one-year Subscription period and is automatically renewed for subsequent one-year Subscription periods without the need for a further Order, provided that the Fees have been paid in accordance with point V of the Rules.
4. GPW sends a confirmation of acceptance of the Order to the e-mail address specified by the Service User in the Order within 5 Business Days after receipt of the Order or announces within this period that the Order cannot be accepted for execution.
5. In the case of Orders for Custom Information Products, provided that such an order is deemed feasible by GPW, and Orders for Historical Data, confirmation of acceptance of the Order is sent after the subject of the Order has been agreed between the Service User and GPW by e-mail, including in particular the price, date, and method of provision of the Service.
6. By placing an Order, the Service User declares that he/she has read and accepts the Rules.

IV. PROVISION OF THE SERVICE

1. Subject to points 4-5 below and point XI.2, the Service is provided by GPW within the time limit specified in the Price List, calculated from the date of conclusion of the Agreement.
2. The Service is provided as specified in the Order, by one of the following methods:
 - 1) sending to the e-mail address indicated by the Service User in the Order,
 - 2) sharing via HTTPS or SFTP,
 - 3) on a durable medium (CD, DVD or external drive provided by the Service User) sent to the postal address indicated by the Service User in the Order.

3. The Order may only indicate the method of provision of the Service available for the relevant Information Product in accordance with the Price List.
4. Orders for Custom Information Products and for Historical Data are executed in the manner and on the date agreed by the Parties, but not earlier than the date on which the Service User pays the price for the Service.
5. Where the performance of the Service requires the Service User to meet the technical requirements set out in point VII of the Rules or to provide an external disk in accordance with point 6 below, the Service is provided once the Service User has met these requirements.
6. The cost of postage referred to in point 2(3) is covered by GPW. If the Service is ordered on an external disk, the Service User provides GPW with a brand new medium of an appropriate capacity at the Service User's own cost and risk.

V. FEES

1. In respect of Services provided under the Rules, GPW charges fees set or calculated as indicated in the Price List and, in the case of Custom Information Products, the fee offered by GPW and accepted by the Service User, as specified in the Order.
2. The Subscription fee is paid for the calendar year in advance. If the Service starts during the calendar year, the fee is equal to 1/12 of the annual fee for each month in which the Service is provided.
3. After conclusion of the Agreement, GPW issues an invoice for the fees for the ordered Information Products and sends it to the Service User at the e-mail address specified in the Order. Unless the Agreement is terminated earlier in accordance with point VIII of the Rules, invoices for subsequent annual Subscription periods are issued and sent to the Service User after the start of the relevant Subscription year.
4. The Service User makes the payment within 21 days of GPW's invoice.
5. Payments should be made by bank transfer to GPW's account indicated on the invoice.
6. In the event of late payment, notwithstanding the sanctions provided for in point VIII of the Rules, GPW may claim interest on the outstanding amount at the statutory rate.
7. GPW may amend the Price List at any time and, in particular, change the amount of the fees, introduce alternative fee structures and/or add new Information Products by publishing the new Price List on www.gpw.pl prior to its introduction.
8. With respect to an Agreement concluded prior to an amendment, the amendment of the Price List referred to in point 7 concerning the Information Products ordered under the Agreement is effective from 1 January of the following year provided that the Service User is notified of the amendment no later than 30 September of the year in which the amendment is introduced. If the Service User does not accept the amendment, the Service User may terminate the Agreement in accordance with point VIII.3. A notification is deemed to have been given if it is registered as sent by the e-mail system to the relevant e-mail address specified in the Order in the section with contact details for notifications related to the Agreement and its amendments.

VI. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Service User is obliged to comply with the provisions of the Rules.
2. The Service User may only use the Information Products for its own purposes and is not authorised to copy the Information Products or further distribute them in electronic form without the prior written consent of GPW, subject to points 3 and 4.
3. The Service User who is a business may copy and distribute the Information Products, with the exception of the Cedula, within its business indicated in the Order. For the avoidance of doubt, the Service User's business does not include affiliates.
4. The Service User may distribute, in the form of electronic transmission, the Information Products indicated in the Price List for which the Price List provides for the right of further distribution, provided that the Service User has ordered the product with this right and paid the required fee. When distributing an Information Product, the Service User is obliged to inform the recipients of the prohibition on further distribution.
5. GPW undertakes to provide the Services covered by the Rules with due diligence.
6. When providing the Services, GPW may use the services of subcontractors while remaining responsible for the proper performance of the Services.
7. The e-mail address provided by the Service User will be used by GPW only for the purpose specified in the Rules. GPW has an obligation to obtain the Service User's consent to send marketing and commercial information by electronic mail to the e-mail address provided by the Service User. Commercial information is deemed ordered if the Service User has agreed to receive such information in the Order.

VII. TECHNICAL REQUIREMENTS

1. GPW endeavours to make the Service available on all popular devices, web browsers and operating systems. However, GPW does not guarantee that any combination of these factors will support the Service.
2. In the case of orders processed by sending to an e-mail address, an e-mail box capable of receiving messages with attached files of up to 30 MB is required.
3. In the case of the provision of the Service using the https protocol, it is necessary for the Service User to set up an account and log in to the encrypted site using a password set by the Service User. The password needs to be updated every 30 days. The Service User will be informed of the need to change the password at the time of logging into the service.
4. If installation of a programme used to read the content of the ordered Information Products is required for the provision of the Service, the Order is executed provided that the Service User has installed the programme and sent the PROGRAM ID to GPW.
5. In the event that the provision of the Service requires an SFTP connection, the Order is executed subject to confirmation by the Service User of the possibility of receiving data.

VIII. WITHDRAWAL, AMENDMENT, TERMINATION OR SUSPENSION OF THE SERVICE

1. Until the performance of the Service by GPW, the Service User may withdraw from the Agreement by sending an appropriate notification to GPW at historical.data@gpw.pl. The right of withdrawal from the Agreement does not apply to Orders for a Custom Information Product or for Historical Data.
2. The Service User may amend an Order for a Subscription by sending GPW a notification of the modification together with the new Order. A new Order submitted and confirmed according to point III is executed by GPW as of the beginning of the calendar quarter following the quarter in which GPW receives the modified Order. In such case, GPW issues an invoice for the amount of the difference between the amount paid by the Service User and the price for the ordered Information Products applicable on the day of submission of the new Order or reimburses the amount if the fee paid by the Service User is higher than the fee due under the modified Order, for each quarter of execution of the new Order.
3. The Service User may terminate the Agreement for a Subscription at any time by sending a notice to GPW at the address provided in point XV. The Agreement is terminated at the end of the calendar quarter in which GPW receives the notice. If the Agreement is terminated in this procedure, GPW reimburses the Service User for the paid annual fee in the amount of $\frac{1}{4}$ for each quarter until the end of the year after the date of termination of the Agreement.
4. GPW may terminate the Agreement for a Subscription at the end of a calendar quarter by sending a notice to the Service User at the address provided in the Order with at least ninety (90) days' notice. If the Agreement is terminated in this procedure, GPW reimburses the Service User for the paid annual fee in the amount of $\frac{1}{4}$ for each quarter until the end of the year after the date of termination of the Agreement.
5. GPW may suspend the provision of the Service for a Subscription in the event of a delay in payment until payment is received for the entire period including the period of suspension, after GPW has first summoned the Service User to make payment within 14 days of receipt of the notice and the time limit has expired without effect. If the payment is not made within the aforementioned period, the Agreement expires, which does not relieve the Service User of the obligation to pay for the period during which the Service was provided.
6. GPW may suspend the provision of the Service in case of a breach of the Rules other than specified in point 5 by calling the Service User to discontinue the breach within a specified time limit. If the time limit expires without effect, GPW may terminate the Agreement. In such a case, GPW does not reimburse fees for the suspension period.
7. If GPW decides to discontinue the provision of Services under the Rules, GPW may terminate the Agreement with three months' notice effective at the end of a calendar quarter, refunding the paid fee to the Service User in the amount of $\frac{1}{4}$ for each quarter remaining after the termination of the Agreement until the end of the calendar year.
8. The provisions of point 7 apply *mutatis mutandis* if a decision is taken to discontinue an Information Product during the calendar year.

IX. AUDIT

1. With regard to a Service User who is not a consumer, GPW may, during the term of the Agreement and for a period of 2 years after its termination, audit, verify and, where necessary, make copies of documents relating to the use of the Information Products in order to verify compliance with the Agreement and the Rules. The audit may relate to a period of up to 3 years preceding the date of notification of the audit.
2. The Service User will be given at least ninety (90) days' notice of an audit, unless the Service User agrees to an earlier date for the audit.
3. An audit is carried out during working hours in such a way as to cause the least possible disruption to the normal operations of the Service User.
4. Any information obtained in the course of an audit will be treated as confidential information, which GPW undertakes to protect and not to use or disclose for any purpose other than verifying compliance with the Agreement and the Rules and asserting claims, if any.
5. GPW undertakes to perform an audit in such a way that the audit complies with applicable regulations and any procedures and reasonable requirements of the auditee necessary to protect the confidentiality of the documents and information provided to GPW which will be communicated to GPW prior to the audit.
6. GPW will notify the Service User of the findings of the audit. If the audit identifies any non-compliance in the Service User's use of the Information Product, GPW may charge the Service User with the relevant fees set out in the Price List for the entire period of the non-compliance, at double their amount.
7. GPW may hire a third party to perform an audit provided that GPW ensures that such third party complies with GPW's obligations set out in this point IX.

X. LIABILITY

1. GPW accepts no liability for any errors, delays or interruptions in the provision of the Services resulting from failures, maintenance work, defective operation of IT systems or other reasons beyond the control of GPW such as acts or omissions of third parties.
2. GPW accepts no liability for the consequences of decisions and actions taken on the basis of the Information Products or any other use thereof.
3. Liability for damage caused by non-performance or undue performance of the Agreement by GPW is limited to the amount of the fee paid by the Service User for the Service and, in the case of a Subscription, to the amount of the fee paid for the year in which the Agreement was not performed or was not duly performed.

XI. COMPLAINTS

1. In case of non-conformity of an Information Product with the Agreement, the Service User may file a complaint about the Service by sending a notification to the e-mail address: historical.data@gpw.pl within 7 Business Days of the date of non-conformity of GPW's Service with the Agreement and in case of a Service User who is a Consumer – within the time limit specified in point XI.8.
2. The complaint should contain a description of the non-conformity of the Information Product with the Agreement and a document confirming the purchase of the Service (e.g., Order, copy of the invoice, confirmation of transfer).

3. GPW investigates complaints and responds within 30 days, or 14 days in the case of Consumers, of receipt.
4. GPW responds to complaints at the e-mail address specified by the Service User in the complaint.
5. If the complaint is accepted, GPW performs the Service or the defective part of the Service again within a reasonable time after receipt of the complaint.
6. GPW may refuse to perform the Service again if it is impossible or would require unreasonable costs for GPW. In that case, GPW reimburses the amount paid by the Service User. In case of a Subscription, the reimbursed amount is proportionate to the number of days covered by the accepted complaint.

XII. SPECIAL PROVISIONS FOR CONTRACTS WITH CONSUMERS

1. Subject to point 3, a Consumer may, within 14 days of the conclusion of the Agreement, withdraw from the Agreement without giving any reason and without incurring any costs. To exercise the right of withdrawal, a statement of withdrawal must be sent to: historical.data@gpw.pl. A sample withdrawal statement is attached in **Appendix 3 to the Rules**. In case of withdrawal from the Agreement, GPW reimburses the amounts received from the Consumer within 14 days of the receipt of the withdrawal statement to the account of the Service User from which the payment was made or other accounts indicated by the Consumer in the withdrawal statement.
2. If the Consumer has not agreed to provision the Service in advance and has not waived the right of withdrawal, the Service is provided by GPW after the expiry of the period referred to in point 1.
3. The Consumer does not have a right of withdrawal:
 - a) if the subject of the Agreement is a Custom Information Product or Historical Data,
 - b) if GPW has provided the Service in full or has commenced to provide the Service with the express and prior consent of the Consumer who has been informed before the provision that after GPW has provided the Service, the Consumer will lose the right to withdraw from the Agreement, and the Consumer has acknowledged this.
4. An Information Product is deemed to have been delivered when the Information Product or the means of accessing or downloading the Information Product has been made available to the Consumer or to a physical or virtual device which the Consumer has independently selected for that purpose, or when the Consumer or such device has accessed it.
5. If GPW has not delivered the Information Product, the Consumer may call GPW to deliver it. If GPW fails to deliver the Information Product promptly or within an additional period expressly agreed by the parties, the Consumer may withdraw from the Agreement.
6. The Consumer may withdraw from the Agreement without calling for the delivery of the Information Product if:
 - a) it is clear from GPW's statement or circumstances that GPW will not deliver the Information Product, or
 - b) the Consumer and GPW have agreed, or it is clear from the circumstances of the conclusion of the Agreement, that a particular date for the delivery of the Information Product was of the essence to the Consumer and GPW failed to deliver the Information Product by that date.

7. The provisions of points 3-6 do not apply if the Agreement provides for delivery of the Information Product on a durable medium.
8. GPW is liable for any non-conformity with the Agreement of an Information Product delivered in whole or in parts that existed at the time of delivery and became apparent within two years of that time. Any non-conformity of an Information Product with the Agreement that becomes apparent before one year after delivery is presumed to have existed at the time of delivery.
9. GPW is liable for any non-conformity with the Agreement of an Information Product delivered on a continuous basis that occurred or became apparent at the time it was to be delivered pursuant to the Agreement. Any non-conformity of an Information Product with the Agreement is presumed to have occurred during that time if it became apparent during that time.
10. The presumptions set out in points 8 and 9 do not apply if:
 - a) the Consumer's digital environment is not compatible with the technical requirements referred to in point VII,
 - b) the Consumer, having been informed in a clear and comprehensible manner prior to the conclusion of the Agreement of the obligation to cooperate with GPW, to a reasonable extent and using the least onerous technical means, in order to determine whether the Information Product's non-conformity with the Agreement at a given time is due to the characteristics of the Consumer's digital environment, does not comply with this obligation.
11. If an Information Product is not in conformity with the Agreement, the Consumer may lodge a complaint and request that the Information Product be brought to conformity with the Agreement in accordance with the provisions of point X of the Agreement.
12. If the Information Product is not in conformity with the Agreement, the Consumer may make a declaration to have the price reduced or to withdraw from the Agreement where:
 - a) it is not possible to provide the Service once again or it would require unreasonable costs in accordance with point X.6;
 - b) GPW has not brought the Information Product to conformity with the Agreement;
 - c) the Information Product's non-conformity with the Agreement continues despite GPW's attempts to bring it to conformity with the Agreement;
 - d) the non-conformity of the Information Product with the Agreement is sufficiently material to justify either a reduction in price or withdrawal from the Agreement without first having recourse to the remedy set out in point 11;
 - e) it is clear from GPW's statement or circumstances that it will not bring the Information Product to conformity with the Agreement within a reasonable time or without undue inconvenience to the Consumer.
13. The reduced price is in such proportion to the price under the Agreement as the value of the Information Product that is not in conformity with the Agreement remains to the Information Product in conformity with the Agreement. If the Agreement stipulates that the Information Product is delivered in parts or continuously, the price reduction takes into account the time during which the Information Product remained not in conformity with the Agreement.
14. The Consumer may not withdraw from the Agreement if the non-conformity of the Information Product with the Agreement is immaterial.

15. If the Consumer withdraws from the Agreement, GPW is only liable to reimburse the fees paid corresponding to the part of the Information Product that is not in conformity with the Agreement and the Information Product which is no longer required to be delivered due to the withdrawal from the Agreement.
16. GPW reimburses the Consumer the amount due as a result of exercising the right of withdrawal from the Agreement or as a result of the price reduction immediately, no later than within 14 days of receipt of the Consumer's declaration of withdrawal from the Agreement or price reduction.
17. GPW refunds the amount referred to in point 16 to the Consumer's account from which the payment was made or to another account indicated in the declaration of withdrawal from the Agreement.
18. If an amendment to the Rules or the Price List introduced by GPW materially and adversely affects the Consumer's access to or use of the Service, GPW informs the Consumer well in advance on a durable medium of the characteristics and date of the amendment and the right referred to in points 19 and 20.
19. In the case referred to in point 18, the Consumer may terminate the Agreement within 30 days from the date of the amendment or the notification of the amendment if the notification was made later than the amendment. In such a case, GPW reimburses the Customer for the annual fee paid in the amount of 1/12 for each month from the date of the amendment until the end of the calendar year. The provisions of points 16 and 17 apply accordingly.
20. Point 19 does not apply if GPW allows the Consumer to retain, at no additional cost, the Information Products in accordance with the Agreement in an unaltered state.

XIII. PROTECTION OF PERSONAL DATA

1. The controller of the personal data specified in the Order is the Warsaw Stock Exchange with registered office in Warsaw, address: ul. Książęca 4, 00-498 Warsaw, tel. +48 22 628 32 32, gpw@gpw.pl.
2. Contact details of the Data Protection Officer: iodkgpw@gpw.pl.
3. Data will be processed by GPW for the purpose of concluding and performing the Agreement and establishment of any related claims.
4. The processing of the data is necessary for the purpose of concluding the Agreement and the provision of the Service covered by the Order, and for compliance with the controller's legal obligations under the applicable legislation – Article 106e(1) of the Value Added Tax Act.
5. Data may be processed by GPW for the purpose of sending electronic commercial information relating to GPW's information services if such consent has been granted. Consent may be withdrawn at any time.
6. Recipients of data may include entities processing personal data on behalf of GPW, e.g., entities providing advisory and consultancy services, entities servicing and maintaining IT systems used for the aforementioned purposes of data processing.
7. The provision of data is a prerequisite for the conclusion of the Agreement and the provision of the Service covered by the Order, and failure to provide such data will prevent the performance of the Agreement.

8. Data will be stored for the period required by applicable laws (e.g., accounting regulations) and until the expiry of any potential claims. After the termination of the Service, GPW may process personal data only for the purpose and to the extent necessary for the clearing of the Service and the establishment of claims for payment for the Service, and for the clarification of the circumstances of any unauthorised use of the Service.
9. Every person has the right to access their personal data, the right of rectification, erasure and restriction of processing, the right to object to processing, the right to data portability, and the right to lodge a complaint against data processing with the President of the Office for Personal Data Protection.
10. Every person has the right to object to the processing of his/her personal data on the basis of a legitimate interest of the controller and the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.
11. GPW represents that it complies with the regulations relating to the protection of personal data, in particular 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 ("GDPR") and the Act of 10 May 2018 on the protection of personal data, as well as all implementing regulations issued on the basis of the aforementioned legal acts that apply to the processing of personal data, and represents that it takes the necessary technical and organisational measures to protect such data.

XIV. SPECIAL PROVISIONS FOR FINANCIAL ENTITIES

The *Additional Terms and Conditions for Agreements with Financial Entities under DORA*, set out in an annex to the Rules, apply to Agreements concluded with a Service User that is a Financial Entity.

XV. CONTACT DETAILS AND METHOD OF COMMUNICATION

1. In matters relating to the Agreement and the Services, GPW and the Service User communicate by e-mail at the following addresses:
 - a) for GPW: historical.data@gpw.pl
 - b) for the Service User, at the address specified in the Order.
2. In addition, GPW can be contacted by the Service User by telephone at +48 22 537-72-72.

XVI. MISCELLANEOUS

1. GPW may amend the Rules at any time by publishing the new Rules on www.gpw.pl with the relevant notice.
2. With respect to the concluded Agreements, other than in the case of amendments which do not adversely affect the rights or obligations of the Service User or arise only for compelling reasons such as amendments to applicable laws or technical safety reasons, the new Rules are effective as of 1 January of the following year provided that Service Users are notified of the amendments to the Price List no later than 30 September of the year in which the change is introduced. If a Service User does not accept the introduced amendments, the Service User may terminate the Agreement in accordance with point VIII 3.
3. For the avoidance of any doubt, the Information Products listed in the Price List and their contents are a reflection of the markets from which they originate and may change depending on events in those markets and decisions made by the entities from which those Information Products originate.
4. The law applicable to matters relating to the provision of services under the Rules is Polish law.
5. The competent court for disputes under the Agreement is the common court in Warsaw – the court having jurisdiction over the registered office of GPW, except for disputes to which a Consumer is a party.
6. Any disputes between GPW and a Consumer will be resolved by the competent ordinary courts.
7. These Rules enter into force on 1 January 2025.
8. The following appendices are an integral part of the Rules:

Appendix 1 – Information Services Price List

Appendix 2 – Order Forms

Appendix 3 – Model declaration of a Consumer's withdrawal from the Agreement