

## ARTICLE 1. GENERAL PROVISIONS

1. The terms used in these Rules shall have the meanings set out below:
- 1) **Transfer Agent (TA)** shall mean Pekao Financial Services Sp. z o.o., having its registered office at ul. Postępu 21, 02-676 Warsaw.
- 2) **Application** shall mean the application supplied by TA which enables the Users to access the Web Service via mobile devices with Android or iOS systems, available in online stores such as Google Play for Android and App Store for Apple.
- 3) **Mobile Device Authorization** shall mean access to the Web Service by means of authorization mechanisms used by a mobile device, including the User's biometric data (e.g. face image, fingerprint), on terms specified by the manufacturer of the mobile device or its operating system.
- 4) **CSC** shall mean the Customer Service Centre available at the following phone numbers: 801 12 22 12 / (+48) 22 640 06 40 / (+48) 22 310 96 40 – during the CSC's office hours every day other than Saturdays and bank holidays. CSC office hour information is available at the phone numbers listed above and on [www.esaliens.pl](http://www.esaliens.pl).
- 5) **CPO (SPSPs)** shall mean Special Purpose Savings Plans offered by the Company, including Special Purpose Savings Plan (CPO) Around the World.
- 6) **Distributor** shall mean an entity which brokers the sale or redemption of Participation Units in a Fund and acceptance of other statements of intent involved in the participation in a Fund.
- 7) **Fund, Funds** shall mean open-end investment funds and specialized open-end investment funds managed by the Company.
- 8) **Password** shall mean a personal, alphanumeric code which is at least eight characters long and which shall be used to identify the User to the Web Service and authorize access to the Web Service.
- 9) **IKE (IRA)** shall mean the Individual Retirement Account within the meaning assigned by the Polish IKE (IRA) and IKZE (IRPA) Act.
- 10) **IKZE (IRPA)** shall mean the Individual Retirement Protection Account within the meaning assigned by the Polish IKE (IRA) and IKZE (IRPA) Act.
- 11) **Customer** shall mean any person who intends to join a Fund.
- 12) **SMS Code** shall mean a one-time code sent as a text message to authorize actions specified in the Rules and performed by the User in the Web Service. Each code may only be used once.
- 13) **Esaliens24, Web Service** shall mean the website used for the provision of Esaliens24 Service and available on <https://esaliens24.pl> or through the Application.
- 14) **Login, Customer ID** shall mean a unique User ID which shall be used to identify the User to the Web Service and authorize access to the Web Service, assigned randomly by the Company.
- 15) **Beneficiary** shall mean a natural person referred to in Article 111.1(2) of the Investment Funds Act.
- 16) **Authorized Person** shall mean a natural person referred to in Article 2.(12) of the IKE (IRA) and IKZE (IRPA) Act. and a person referred to in art. 2 item 1 point 17 of the Act on PPK
- 17) **Saver** shall mean a natural person who saves in an IRA or IRPA under an IRA or IRPA Agreement.
- 18) **Power of Attorney** shall mean a power of attorney granted by the User at the time of submitting an application for an IKE or IKZE Agreement, comprising an authorization for the Transfer Agent to enter into an IKE or IKZE Agreement for and on behalf of the User.
- 19) **PPK (ECP) – Employee Capital Schemes within the meaning of the Act**
- 20) **PPE (EPSs)** shall mean employee pension schemes within the meaning assigned by the PPE (EPS) Act.
- 21) **PPO (ESP)** shall mean employee savings plans using the Funds.
- 22) **Rules** shall mean these Rules of Use of the Web Service, which are the rules for the provision of in-

- formation society services within the meaning of the Information Society Services Act.
- 23) **Sub-fund** shall mean a sub-fund of a Fund in the case of a Fund divided into several sub-funds.
  - 24) **Company** shall mean Esaliens Towarzystwo Funduszy Inwestycyjnych S.A., having its registered office in Warsaw, at ul. Bielańska 12, 00-085 Warszawa, entered in the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, with the KRS No. 0000002717, NIP Tax Identification Number 527 21 58 048, and a fully paid-up share capital of PLN 1,288,500.00, which is the Service Provider within the meaning assigned by the Information Society Services Act.
  - 25) **Agreement** shall mean an Agreement for the use of the Web Service, which is an information society services agreement within the meaning assigned by the Information Society Services Act.
  - 26) **IKE (IRA) Agreement** shall mean an agreement for the operation of an IKE (IRA) using Esaliens Funds, made by and between a Saver and the Funds.
  - 27) **IKZE (IRPA) Agreement** shall mean an agreement for the operation of an IKZE (IRPA) using Esaliens Funds, made by and between a Saver and the Funds.
  - 28) **Service** shall mean the service provided by the Company in the Polish and English language in the territory of the Republic of Poland, using the Web Service, involving access to information concerning participation in the Funds and placing Orders in the scope and on the terms and conditions as set out in the Rules via the Internet, provided by the Company using the Funds on-line ICT system delivered and maintained by TA.
  - 29) **IVR Service** shall mean the service provided in the Polish language in the territory of the Republic of Poland by the Company, using the Automated Information System (IVR), involving phone access to information concerning participation in the Funds and making statements in the scope and on the terms and conditions as set out in the IVR Service Terms and Conditions, available at the following phone numbers: 801 12 22 12, (+48) 22 640 06 40, (+48) 22 310 96 40.
  - 30) **The Investment Funds Act** shall mean the Polish Act on Investment Funds and Management of Alternative Investment Funds of 27 May 2004.
  - 31) **The IKE (IRA) and IKZE (IRPA) Act** shall mean the Polish Act on Individual Retirement Accounts and Individual Retirement Protection Accounts of 20 April 2004.
  - 32) **The PPE (EPS) Act** – Act of 20 April 2004 on Employee Pension Programs.
  - 33) **The PPE (EPS) Act** shall mean the Polish Act on Employee Pension Schemes of 20 April 2004.
  - 34) **The Information Society Services Act** shall mean the Information Society Services Act of 18 July 2002.
  - 35) **User** shall mean a person entitled to use the Service in accordance with the Rules, who is a service recipient within the meaning assigned by the Information Society Services Act.
  - 36) **Order** shall mean a User's statement of intent and acknowledgement concerning his or her participation in a Fund. This shall involve both statements of intent which result in a change in the number of Participation Units in the Register and other instructions, e.g. to change data.
2. Whenever these Rules or the Web Service mention a Register or a Fund that shall also mean, accordingly, depending on the context:
    - 1) Sub-register within a Sub-fund;
    - 2) Sub-fund.
  3. Whenever these Rules use capitalized terms which are not defined herein, they shall have the meanings assigned thereto in the Funds' Articles of Association.

## ARTICLE 2. WEB SERVICE'S FUNCTIONALITY

1. The Web Service supports:
  - 1) access for a Participant to information concerning

- participation in the Funds for all Registers of the Participant within the Funds and the access for the attorney-in-fact of a Participant who is not a natural person in relation the Participant's Registers for which they were appointed as the Participant's attorney-in-fact;
  - 2) placing the following Orders:
    - a) to open an individual Register within a Fund, also as part of a CPO Around the World ;
    - b) to submit an application for the execution of an IKE or IKZE Agreement;
    - c) to effect a change, which involves the following for the purpose of the Rules: Conversion, Replacement, also as part of a CPO;
    - d) to withdraw funds, which involves the following for the purpose of the Rules: redemption of Participation Units (with the exception of periodic redemption), also as part of a CPO or a PPO;
    - e) to disburse IKE or PPK funds to Users who have reached 60 years and meet the conditions for disbursement of IKE funds as stated in the IKE and IKZE Act or have accordingly fulfilled the conditions for withdrawing funds from PPK indicated in the Act on PPK, and the disbursement of IKZE funds;
    - f) to return IKE, IKZE or PPK funds;
    - g) to change an IKE, IKZE, CPO Dookoła Świata ("Around the World") PPO or PPK strategy, which, for the purpose of the Rules, shall be a change in the allocation of payments, and in turn, a change in the structure of the accumulated amounts;
    - h) to name or change the Beneficiary;
    - i) to name or change the Authorized Person however, in the case of PPK, to execute the order it is necessary to print the order placed on the Website to indicate / remove the authorized person and send it by post to the address indicated on the order;
    - j) to change the User's data (with the exception of the name and PESEL Statistical Identification Number), however surnames may only be changed in the case of Users holding a PESEL Statistical Identification Number.
    - k) to redeem the funds with the aim to purchase participation units
    - l) to set a Password;
    - m) to change a Password,
    - n) transfer payouts from PPK to another PPK account or to an insurance company, to a savings term deposit account or to a term deposit account maintained at the credit union, when he/she has reached the age of 60, on the rules set out in Act on PPK
  - 3) Access by the PPK participant to information regarding the conclusion of the PPK agreement and annual information on the amount of funds accumulated on the PPK Account.
2. The Service may apply only to certain of the Funds, their Sub-funds and classes of Participation Units sold thereby. The Funds and their Sub-funds which are available as part of the Service are indicated in the Web Service where Orders are placed. The Orders referred to in 1.(2a) or 1.(2b) shall only apply to class A Participation Units.
  3. Orders may only be placed in the Web Service within Registers opened by the Company, directly at the Funds or at other, selected Distributors as indicated in the Fund's information memorandum, excluding Registers maintained as part of a PPE. PPE participants shall place Orders in writing via the employer which manages the PPE. PPE participants may only use the Service to the extent that it involves the actions listed in 1.(1) and, additionally, they may update their mobile phone numbers or email addresses.
  4. A declaration of intention to buy Participation Units shall not be an Order to purchase Participation Units and it shall only give rise to making available, via the Web Service, of the details necessary to make a payment into the Funds, including the number of the bank account for such payments. The submission of such a declaration shall not give rise to any obligation on the part of the User to make a payment into a Fund or on the part of the Company or its Funds to sell Participation Units. If the User declares his or her intention to buy Participation Units in the Funds via the

Web Service and subsequently makes a payment, such Participation Units shall be bought directly from the Fund regardless of the declaration made.

5. The Service does not support verification of whether payments made meet the minimum payment amount requirements as stipulated in the IKE or IKZE agreements relating to IKE or IKZE operated as part of Group Savings Plans. The minimum IKE or IKZE payment amounts as presented in the Web Service are as stated in the Terms and Conditions of Operation of an Individual Retirement Protection Account (IKZE) using Esaliens Funds or the Terms and Conditions of Operation of an Individual Retirement Account (IKE) using Esaliens Funds, which may differ from the minimum payment amounts as stated in agreements relating to IKE or IKZE operated as part of Group Savings Plans.
6. Any orders which are not available using the Web Service and which may be placed as stated in the Funds' information prospectuses may be placed on the terms and conditions set forth in the prospectuses, in the first instance via the Company, at its registered office or by mail.

### ARTICLE 3. TERMS AND CONDITIONS OF USE OF THE SERVICE

1. The Service may only be used by Users. The User status may only be awarded provided that an Agreement has been signed and an active mobile phone number registered in Poland or an email address have been provided. The following persons may be awarded the User status:
  - 1) any Participant who is an adult natural person and has full legal capacity;
  - 2) any Customer who is an adult natural person and has full legal capacity, holds a passport or a Polish ID card, and holds citizenship of two countries at the most (including Polish citizenship);
  - 3) any employee saving under a PPE;
  - 4) any employee saving under a PPO;
  - 5) attorney-in-fact of a Participant who is not a natural person, whose identity has been previously established based on an identity document;
  - 6) statutory representative of a Participant;
  - 7) an employee saving under a PPK
2. In order to be awarded the User status, you should apply for access to the Service. An application for access to the Service may be submitted:
  - 1) by persons referred to in 1.(1), 1.(4) and 1.(7):
    - a) using the Web Service – in such event, in order to submit an application for access to Esaliens24 Web Service, you need to confirm your Password with an SMS Code sent first to the mobile phone number indicated in the application, provided that the mobile phone number indicated is the same as the mobile phone number already entered in the Register of Participants, and in the case of lack of a mobile phone number, with a one-time password sent to the email address indicated in the application or included in the Register of Participants, provided that the email address is the same as the email address already entered in the Register of Participants;
    - b) by phone via the CSC.
  - 2) by a person referred to in 1.(2) – using Esaliens24, at the time of placing an Order referred to in Article 2.1.(2a) or Article 2.1.(2b);
  - 3) by a person referred to in 1.(3) – in writing, via the employer which manages the PPE;
  - 4) by persons referred to in 1.(5) and 1.(6) above – by phone via the CSC.
3. The Company shall communicate the Customer ID by displaying it in the Web Service and sending it to the email address, and in the case of lack of the email address – to the mobile phone number indicated in the application for access to the Service, as well as by sending it by regular mail to the mailing address indicated (not applicable to PPK).
4. A Password shall be set or changed in the Web Service and it may only be set if it is additionally confirmed with an SMS Code, and in the case of lack of a mobile phone number, with a one-time password sent to the email address indicated in the application for access to the Service or included in the Register of Participants. An SMS Code shall be sent to the mo-

bile phone number indicated in the application for access to the Service or updated in the course of use of the Service.

5. In order to activate access to the Service, the option "Activate access" should be used along with the Customer ID and PESEL [Statistical Identification Number] in the login window, set your Password and confirm it with an SMS Code, and in the case of lack of a mobile phone number, with a one-time password sent to the email address included in the Register of Participants, and accept the Rules. In the case of a Customer, the Order referred to in Article 2.1.(2a) or Article 2.1.(2b) should be confirmed and the Rules accepted subject to 6. below.
6. In order to obtain the access to the Service by Users specified in 1.(3) and 1.(5) and 1.(6) it is necessary to use the option "Forgot password", enter the Client Number and PESEL in the login window and consequently set the Password and confirm it using SMS Code, and in the case of lack of a mobile phone number, with a one-time password sent to the email address included in the Register of Participants, and accept the content of the Rules of Use.
7. The Agreement is executed and the User status awarded once access to the Service has been activated as stated in 5. or 6.
8. To be able to use the Service, the User shall sign in to the Web Service by:
  - 1) entering the Client Number and Password each time, or
  - 2) using Mobile Device Authorization in accordance with the provisions of Article 5 sections 1 and 2..
9. The User may change the mobile phone number and email address using:
  - 1) the Web Service:
    - a) a change in the mobile phone number shall be confirmed by the User with a one-time password sent to his or her email address as stated in the Register of Participants of the Fund;
    - b) a change in the email address shall be confirmed by the User with an SMS Code sent to his or her mobile phone number as stated in the Register of Participants of the Fund, however it is not possible to change the mobile phone number and the email address at the same time.
  - 2) CSC – a change in the mobile phone number or email address shall be confirmed with a one-time password which User receives at his or her mailing address as entered in the Register of Participants of the Fund after having declared his or her intention to place an Order to change the above details.
  - 3) using the IVR Service.
10. Access to the Service is blocked automatically after three failed attempts at signing in the manner specified in section 8(1). The User may unblock his or her access to the Service by using the button "Forgot password/Activate access". The Password change is effective immediately.
11. In case of logging in the manner specified in section 8(2), access to the Application is locked in accordance with the terms specified by the manufacturer of the User's mobile device or its operating system. The User may unlock access in accordance with said terms. This does not rule out a possibility to sign in to the Web Service through the Application using the Client Number and Password.

### ARTICLE 4. ORDER PLACEMENT RULES

1. Orders of Users who are Customers may only be placed and carried out provided that the User's identity was verified after the placement of the first Order referred to in Article 2.1.(2a) or Article 2.1.(2b) by comparing the name and surname and the residence address as provided in the Web Service with the details of the owner of the bank account to be used to make the first payment to buy Participation Units. If there is any difference between the above data, the funds involved shall be returned without delay to the originating bank account. If the identity of the User referred to in the first sentence is not verified within 6 months of the placement of the Order referred to in Article 2.1.(2a) or Article 2.1.(2b), the Order shall be cancelled and the Agreement shall expire by the same date. The expiration of the Agree-

ment due to the fact referred to in the preceding sentence shall be without prejudice to re-submitting an application for access to the Service on the terms and conditions set forth in Article 3 by the same person. Until his or her identity has been verified, the User referred to in the first sentence may only place Orders referred to in Article 2.1.(2a), 2.1.(2b), 2.1.(2j) relating to the User's address and perform actions referred to in Article 3.4 in the Web Service.

2. With the proviso of the following sentence, an Order shall be deemed to have been placed in the Web Service if it has been correctly completed and confirmed by the User. In the case of Orders referred to in Article 2.1.(2a), 2.1.(2b), 2.1.(2e), 2.1.(2f), 2.1.(2h), 2.1.(2i), 2.1.(2j), 2.1.(2l), and in the case of a transfer of an amount disbursement in carrying out an Order referred to in Article 2.1.(2d) to a bank account other than as entered in the Register of Participants of the Fund – to be additionally confirmed by the User with an SMS Code sent to the mobile phone number as entered in the Register of Participants of the Fund.
3. The time and date of recording of the actions referred to in 2. above in the Web Service shall be deemed to be the time and date of placement of the relevant Order.
4. No User may cancel an Order which has been confirmed thereby or, for Orders referred to in the second sentence of 2. above, confirmed by the User with an SMS Code.
5. The placement of an Order in the Service shall not be tantamount to its carrying out. Any Order shall be carried out in compliance with the provisions in the Articles of Association of the Funds and the terms and conditions of the products offered by the Company and its Funds.
6. Participant's Attorney-in-fact can only place orders referred to in Article 2.1(2c), 2.1(2d), 2.1(2k), 2.1(2l), 2.1(2m) subject to the fact that the change order may be placed exclusively in relation to the Participant's Register provided that the attorney-in-fact has been appointed in relation to the source and target Register. Participant's attorney-in-fact places orders referred to in Article 2.1(2l) and 2.1(2m) only in relation to their access to the Service.
7. Participant's statutory representative can only place orders referred to in Article 2.1(2a), 2.1(2c), 2.1(2d), 2.1(2j), 2.1(2l), 2.1(2m) and 2.1(2g) (if the Terms and Conditions of a specific product provide for placing such order), however statutory representative places orders referred to in Article 2.1(2l) and 2.1(2m) only in relation to their access to the Service.
8. The submission of an application for an IKE or IKZE Agreement shall result in the execution of an IKE or IKZE Agreement by the Transfer Agent acting under a Power of Attorney for and on behalf of the User. Once an IKE or IKZE Agreement has been executed, the Company shall send a copy of the IKE or IKZE Agreement to the User by regular mail to the Saver's mailing address as indicated and entered in the Register of Participants of the Fund.
9. An amount disbursement in carrying out an Order, referred to in Article 2.1.(2d), 2.1.(2e) and 2.1.(2f) may only be transferred to the Participant's bank account indicated thereby, and in the case of orders placed by an attorney-in-fact to the Participant's bank account that is linked to the specific Register.
10. In the case of Orders placed in relation to Joint Registers with a Participant with limited capacity to perform legal acts or without full capacity to perform legal acts:
  - 1) the withdrawal referred to in Art. 2.1(2d) is possible only to the bank account linked to the Joint Register which the order refers to;
  - 2) the change of data referred to in Art. 2.1(2j) cannot refer to the bank account linked to the Joint Register.
11. The Company shall be the Distributor for Orders placed in the Service.
12. Within the meaning assigned by the regulations concerning the distribution of Participation Units in investment funds, any placement of an Order referred to in Article 2.1.(2a), 2.1.(2b), 2.1.(2c), 2.1.(2g) shall involve the Distributor making an assessment of whether investments in funds are appropriate taking into account User's investment knowledge and experience, referred to in Art. 3.1(1), 3.1(2),

- 3.1(4) and 3.1(5). Moreover, the User may individually undergo a self-assessment at any time by completing an appropriateness test in the Web Service.
13. The Company shall send the following information and the User, by accepting the Rules, shall consent to its sending, to the email address as stated in the Register of Participants of the Fund:
- 1) notification of the placement of an Order referred to in Article 2.1.(2a – g) and 2.1(2k);
  - 2) notification of a declaration of payment into the Funds;
  - 3) notification of purchase of Participation Units only within a Participant Register opened using the Web Service in exchange for a direct payment.
14. The use of the Web Service in the scope referred to in:
- 1) Article 2.1.(1) shall not involve any fees to be borne by the User;
  - 2) Article 2.1.(2) may involve the fees set forth in the Fee Schedule or information regarding the fees whose level may vary depending on the entity via whom the IKE or IKZE Agreement has been entered into or the first register has been opened. Details of the fee calculation basis and fee payment rules for the above fees are presented in the information memorandum of the relevant Fund.
15. The use of the Web Service in the scope referred to in:
- 1) Article 2.1.(1) shall not involve any taxation obligations on the part of the User;
  - 2) Article 2.1.(2) may involve taxation obligations referred to in the information memorandum of the relevant Fund;
16. The User shall bear the cost of long-distance communication, i.e. the cost of use of telecommunication or ICT networks, at his or her operators' charge rates.

#### **ARTICLE 5. SAFETY RULES WHEN USING THE WEB SERVICE**

1. In order to place an Order in the Web Service or access Fund participation information, you should correctly log into the Web Service. Logging into the Web Service shall involve establishing a connection with the Web Service's home page, selecting the Login button, entering the Customer ID and the Password, and in case of using the Application, launching the Application previously installed on the mobile device, selecting the Login button, entering the Client Number and Password, or using the Mobile Device Authorization.
2. Signing in to the Web Service by Mobile Device Authorization is possible when the User selects this login method in the Application. Once the User has entered the Client Number and Password, he/she may select this method by using the Enable button. The User may deactivate Mobile Device Authorization at any time. In such a case, the User may sign in to the Web Service by entering the Client Number and Password. A User signing in with the Client Number and Password may opt to sign in by Mobile Device Authorization any time when signing in.
3. Before logging into the Service via the website at <https://esaliens24.pl>, the User should verify:
  - a) the correctness of the web address of the Service;
  - b) if the connection with the Web Service is encrypted by checking if the website address in the address bar of the browser starts with <https://> and if there is a closed padlock icon in the window bar of the browser, and by checking the correctness of the certificate and its validity date – the security certificate has been issued for the <https://esaliens24.pl> website.
4. Prior to installing the Application, the User is required to ensure that he/she downloads it from a legal source, i.e. online stores such as Google Play for Android or App Store for Apple.
5. The Web Service access Password shall consist of at least eight characters, including at least: one upper-case letter, one lowercase letter, one digit or symbol.
6. The User may change his or her password at any time in accordance with Article 3.4 above.
7. The User signs in to the Web Service by Mobile Device Authorization at his/her own responsibility.
8. Neither the Company nor the Funds shall be liable for the operation and safety of services enabling identification and Mobile Device Authorization with the use of biometric data which are made available by the manufacturer of the User's mobile device or its operating system.

9. In case the User signs in to the Web Service by Mobile Device Authorization, neither the Company nor the Funds shall be liable for the operation of the Web Service and safe use of the Service, if the User has made the mobile device available to third parties and has allowed third parties to access the mobile device by using their biometric data as defined in that mobile device.
10. No biometric data of the Users signing in to the Web Service by Mobile Device Authorization is collected as part of the Service. Such data is stored by the mobile device and is not sent to the Application or the Web Service.
11. Upon logging into the Service, the User shall be required to check the status of the latest successful and failed login attempt. The statuses are displayed upon the User successfully logging into the Web Service at the bottom of the browser screen and the Application. If the User notices any irregularities during the login process or in the login attempt status information, he or she shall be required to report that fact to [esaliens24@esaliens.pl](mailto:esaliens24@esaliens.pl).
12. The User should protect the Customer ID (login), the email address, the mobile phone to which SMS Codes are sent, and the Web Service access password against third party access, and in case of using the Web Service through the Application, the User should not make the mobile device available to third parties, and in particular should not allow third parties to access the mobile device by using their biometric data as defined in that mobile device.
13. The User may not use the Service for any purposes other than as set forth in the Rules of Use of the Web Service.
14. The User may not perform any actions in the Service which might crash it.
15. The User shall be forbidden to post any illegal content on the Service.
16. Any device which connects to the Service, should meet the following requirements:
  - 1) have an anti-virus system in place, including the latest virus definitions and updates;
  - 2) have a firewall in place, set up to prevent third party access to the device from the internet;
  - 3) have all the available safety patches and upgrades for the device's operating system installed;
  - 4) have one of the following web browsers installed: Internet Explorer version 11.0 or later, Mozilla Firefox version 40.0 or later, Opera version 38.0 or later, or Google Chrome version 43.0 or later;
  - 5) have cookies and Java Script enabled in the web browser;
  - 6) have pop-ups enabled in the browser for the <https://esaliens24.pl> website;
  - 7) have software capable of reading Acrobat Reader (version 11.0 or later) PDF files.
17. The mobile device used for connecting with the Web Service shall meet the following requirements:
  - 1) have all the available safety patches and upgrades for the mobile device's operating system installed;
  - 2) have an anti-virus system in place, including the latest virus definitions and updates;
  - 3) have a firewall in place, set up to prevent third-party access to the device from the internet;
18. Access to ESALIENS24 through the Application is only possible from mobile devices with Android and iOS operating system versions specified on the Company's website. The Users shall be notified that they will not be able to access ESALIENS24 through the Application from mobile devices with specific versions of Android and iOS systems, which were previously sufficient for using the Application, by placing relevant information on the Company's website.
19. The Web Service never asks you to provide the same SMS authorization code more than once to confirm transaction.
20. Any User who notices any irregularities in the appearance or operation of the Web Service before logging into it should report the fact under the procedure set forth in Article 6.

21. The Service shall be available 24 hours a day, 7 days a week.
22. The Company reserves the right to temporarily suspend the use of the Service:
  - 1) to conduct maintenance work, having first notified Users in the Web Service;
  - 2) due to a temporary lack of access to the Funds online ICT system delivered and maintained to and for the Company by TA, of which the Users shall be notified in the Web Service or on the Company's website without delay;
  - 3) if any irregularities in the use of the Web Service are identified, in the first instance any breach of security of use of the Web Service or any circumstances which might be detrimental to the Users or the Company. Any suspension of use of the Service shall be communicated via the Web Service.
23. The Company reserves the right to stop making ESALIENS24 available through the Application at any time. The Users shall be notified of the lack of access by placing relevant information on the Company's website.
24. For the purpose of its web services, the Service makes use of cookies, i.e. data files, in the first instance text files, stored on the User's end device by servers. The User may, at any time, disable cookies in his or her browser. This may, however, lead to certain inconvenience in the use of the Service. Cookies are in the first instance used to:
  - 1) create statistics which should make it easier for the User to find requisite information;
  - 2) change website appearance;
  - 3) store session data (expiring at the end of the session).By using the Service, you accept the storing or use of cookies.

#### **ARTICLE 6. TECHNICAL SUPPORT**

Technical support for Users shall involve:

- 1) contact with CSC by phone;
- 2) contact by email at [esaliens24@esaliens.pl](mailto:esaliens24@esaliens.pl).

#### **ARTICLE 7. COMPLAINTS PROCEDURE**

1. Any User may make a complaint about the services provided by the Company: in writing – in person or by messenger, at the registered office of the Company; or by mail, to the address of the Company; orally – in person, to be minuted during a visit at the Company, or by phone using the CSC.
2. Any User may make a complaint about the services provided by an investment fund managed by the Company: in writing – in person or by messenger, at the registered office of the Company; or by mail, to the address of the Company; orally – in person, to be minuted during a visit at the Company; or by phone using the CSC, or via the Distributor or Transfer Agent.
3. Complaints shall be responded to within 30 days of the complaint receipt date or, in particularly complex cases, within 60 days of the complaint receipt date. Responses to complaints shall be provided on paper or on another durable data carrier. Complaints shall be processed under the procedure which sets out the form and manner & timescales of handling of complaints submitted by the Company's customers and fund participants in place at the Company and announced on [www.esaliens.pl](http://www.esaliens.pl).

#### **ARTICLE 8. THE TERMS OF EXECUTION, AMENDMENT AND TERMINATION OF AGREEMENTS FOR THE USE OF THE SERVICE**

1. The execution of an agreement for the use of the Service within the meaning assigned by the Information Society Services Act shall take place by activating access under the procedure set forth in Article 3.5 or 3.6.
2. The currently applicable version of the Rules shall be available in the Web Service and on [www.esaliens.pl](http://www.esaliens.pl). In order to use the Services, the User should read the Rules at the time of his or her first login and each time the Rules are amended.
3. The Rules shall be amended by the Company unilaterally for valid reasons. The following shall be considered valid reasons:



- 1) amendments to or the coming into effect of generally applicable legal regulations if, as a result of these developments, the Company shall be required to amend the Rules;
- 2) issuance by the Company's regulator of an interpretation or recommendation on the application of generally applicable legal regulations or the issuance of any official or judicial interpretation of the application of such legal regulations if they have an effect on the Service provided and, as a result of their issuance, it will be needed to amend the Rules in order to bring the Rules in line with the interpretation or recommendation issued;
- 3) issuance of a court judgement or an administrative decision if the Rules contain provisions corresponding to those judged by the court or decided upon by the administrative body which, by virtue of the content of the judgement or decision, require an amendment to the Rules;
- 4) a change in the Web Service organization driven by a modification to the Funds on-line ICT system delivered and maintained by TA for the Company for the purpose of provision of the Service, improving the operation of the Web Service, provided that the change has an effect on the text of the Rules and requires its modification;
- 5) a change in the scope of the Service and the functionalities offered as part of the Web Service, if that shall ensure that the Agreement is duly performed and unless that prejudices the User's interest;
- 6) amendments to the Articles of Association or information prospectuses of the Funds;
- 7) amendments to the terms and conditions of the products offered using the Web Service;
- 8) changes in the safety rules when using the Web Service as set forth in Article 5 of the Rules if that is necessary for bringing them in line with the safety standards existing in the market for financial services provided using ICT systems;
- 9) need to correct obvious clerical errors, fill the gaps or inaccuracies in the Rules, which cannot be eliminated by their interpretation.
4. A notice of the scope of changes in the Rules and their effective date shall be communicated to the User by the Company not later than 14 days before their effective date in the Web Service and announced on the [www.esaliens.pl](http://www.esaliens.pl) website.
5. Any User who does not accept changes in the Rules may, at any time before the effective date, raise his or her objections thereto or terminate the Agreement. If the User raises an objection to changes in the Rules, that shall be tantamount to terminating the Agreement. In the circumstances described in this section, the Agreement shall expire on the day immediately preceding the effective date of the changes in the Rules.
6. In the circumstances described in 5. above, the Agreement shall expire without any charge to the User.
7. Any failure to raise objections or terminate the Agreement by the effective date of changes in the Web Service Rules shall be tantamount to their acceptance.
8. If an objection is raised or the Agreement is terminated, the Company shall be applying the existing text of the Agreement until the expiration date.
9. The expiration of the Agreement shall not result in the redemption of the User's Participation Units or the expiration of the existing IKE, IKZE or CPO Participation Agreement. In such event, Orders shall be placed with regard to products opened using the Web Service and Participation Units acquired as part of them under the procedure set forth in Article 2.6 of the Rules.
10. The following shall not constitute a change in the Rules:
  - 1) a change in the existing list of the Funds, related Sub-funds and classes of Participation Units sold thereby, available from the Web Service, however such change shall not involve the discontinuation of the provision of the Service in respect of those Funds, Sub-funds and classes of Participation Units which, as at the date of discontinuation of the Service, are held by the Users;
  - 2) a change in the web address of the Web Service – the new address shall be announced at the existing web address a month before the change;
  - 3) the change of the name of the Rules of Use, the name change of the Web Service, the change of website

and e-mail addresses specified in the Rules of Use, name change of the Funds or company name or data relating to the Company, as well as change of the names of products specified in the Rules of Use and offered by the Company.

- 4) stop enabling access to ESALIENS24 through the Application.
11. The User may, at any time, cancel his or her use of the Service, which shall be tantamount to terminating the Agreement. In order to do that, the User shall submit a cancellation notice. Access to the Service shall be blocked on account of the cancellation upon the expiration of the Agreement after a notice period of one month, unless the User submits a request to block access to the Service immediately together with the cancellation notice.
12. The Company may terminate the Agreement only for valid reasons: The following shall be considered valid reasons:
  - 1) liquidation of all the Funds;
  - 2) a change in the Articles of Association of all the Funds, which prevents the Company from providing the Service;
  - 3) declaration of bankruptcy or initiation of liquidation of the Company;
  - 4) discontinuation of the provision of the Service by the Company, in the first instance due to a permanent lack of access to the Funds on-line ICT system delivered and maintained to and for the Company by TA;
  - 5) amendments to generally applicable legal regulations or the coming into effect of new legal regulations if they have an effect on the Service provided and, as a result, it will be necessary for the Company to discontinue the provision of the Service;
  - 6) issuance by the Company's regulator of an interpretation or recommendation on the application of generally applicable legal regulations or the issuance of any official or judicial interpretation of the application of such legal regulations if they have an effect on the Service provided and, as a result of their issuance, it will be needed for the Company to discontinue the provision of the Service;
  - 7) detection by the Company of the User performing Web Service actions which are illegal or in breach of the Rules.
13. The Service Agreement shall expire:
  - 1) in the event of termination thereof by either Party upon the expiration of one month's notice, unless the User and the Company agreed on a shorter notice period;
  - 2) 6 months after the placement of an Order referred to in Article 2.1.(2a) or 2.1.(2b) or if the identity of the User who placed the Order has not been verified.

#### ARTICLE 9. LIABILITY

1. The Company shall not be liable for any damage or injury which may be sustained as a result of third parties getting hold of and using the Customer ID, the email address, the mobile phone to which SMS Codes are sent or the Password, and third parties getting hold of and using the mobile device on which the Application is installed, including allowing third parties to access the mobile device on which the Application is installed by using their biometric data until such time as the Company is notified of the eventuality of third parties getting hold of such data, unless the data has been made available to such third parties through the Company's fault. The Company shall not be liable for any damage or injury sustained as a result of third parties gaining access to the Web Service if the User has failed to report any irregularities in the login process or login status information to the Company.
2. The Company shall not be liable for any damage or injury sustained as a result of providing the Customer ID or onetime password, referred to in Article 3.5, 3.6 and 3.9(1a) to third parties.
3. The Company shall not be liable for any damage or injury sustained as a result of the User being unable to use the Service in the period referred to in Article 5.22. The Company shall use its reasonable efforts for access to the Service to be continuous, free from errors and interruptions, other than as those referred to in Article 5.22 and 5.24. In the event of a failure or defects of the ICT network, the Company shall not

be liable for any damage or injury resulting from the above, unless the causes of such damage or injury were the Company's fault. Any Orders which are not available using the Web Service in circumstances referred to in this section and which may be placed as stated in information prospectuses of the investment funds managed by the Company may be placed at that time on the terms and conditions set forth in the prospectuses, in the first instance via the Company, at its registered office, or by mail.

4. The Company shall not be liable for any damage or injury sustained as a result of the Users using the Service in non-compliance with the law or in breach of provisions in these Rules, unless such damage or injury was the Company's fault.
5. The Company shall not be liable for any damage or injury caused by force majeure, which shall be construed as extraordinary event which could not have been foreseen or prevented.
6. The Web Service may contain copyrighted material and the adopted selection and arrangement of the content presented therein is itself copyrighted.

#### ARTICLE 10. FINAL PROVISIONS

1. Matters not covered by these Rules shall be governed accordingly by the Funds' information prospectuses and Articles of Association, and the terms and conditions of the products offered by the Company and the Funds.
2. The data controller ("Data Controller") in respect of your personal data is the Fund to which the relevant Order relates (the "Fund"), managed and represented by Esaliens Towarzystwo Funduszy Inwestycyjnych S.A. ("Management Company"). The registered address of the above entities is as follows: ul. Bielańska 12, 00-085 Warszawa, phone: (+48) 22 337 66 00, email address: [info@esaliens.pl](mailto:info@esaliens.pl).
3. In all matters related to the processing of your personal data and exercise of the rights vested in you under Regulation (EU) 679/2016 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"), please contact our data protection officer by writing to: [iod@esaliens.pl](mailto:iod@esaliens.pl).
4. The Data Controller will process your personal data where such processing is necessary for:
  - 1) the performance of your contract for participation in the Fund or to take steps at your request prior to entering into such contract, in accordance with Article 6(1)(b) of the GDPR,
  - 2) the performance of your contract for the use of Esaliens24, in accordance with Article 6(1)(b) of the GDPR,
  - 3) compliance with legal obligations to which the Data Controller is a party, in accordance with Article 6(1)(c) of the GDPR:
- a) resulting from the Act of 27 May 2004 on Investment Funds and Management of Alternative Investment Funds, the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing, the Act of 9 October 2015 on the implementation of the Agreement between the Government of the Republic of Poland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, the Act on the exchange of tax information with other countries of 9 March 2017 ("CRS")
- b) in case of the individual retirement accounts and individual retirement protection accounts resulting from the Act of 20 April 2004 on the Individual Retirement Accounts and Individual Retirement Protection Accounts, the Act of 27 May 2004 on Investment Funds and Management of Alternative Investment Funds, the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing,
- c) and in case of employee capital schemes, resulting from the Act of 4 October 2018 on employee capital schemes, the Act of 27 May 2004 on investment funds and management of alternative investment funds and the Act of 1 March 2018 on prevention of money laundering and terrorism financing.
- 4) purposes resulting from the legitimate interests pursued by the Data Controller or a third party,

in accordance with Article 6(1)(f) of the GDPR. The Data Controller considers the following, among other things, to be such purposes: direct marketing of services provided by the Management Company and the investment funds it manages (a current list of the funds is available at [www.esaliens.pl](http://www.esaliens.pl)), establishment, exercise or defence of legal claims, fraud prevention, keeping statistics and analyses, ensuring the security of the ICT environment, applying internal control systems,

5. Among others, the following entities may be recipients of your personal data:

- 1) a transfer agent keeping a register of the fund participants,
- 2) the entity through which you acquire participation units,
- 3) a depositary responsible for storing assets and maintaining the register of the assets of the Fund,
- 4) entities that provide the Fund or the Management Company with services such as advisory, accounting, auditing, marketing services (concerning only services provided by the Company and the funds managed by Esaliens TFI S.A.), mailing, IT, archiving and destruction of documents, as well as to auditors;
- 5) in case of PPK, Polski Fundusz Rozwoju S.A. and the employing entity within the meaning of the Act of 4 October 2018 on employee capital schemes.

6. Your personal data are stored for such period as is required for: the performance of the Contract for participation in the Fund, fulfilment of the Data Controller's legal obligations, establishment, exercise or

defence of legal claims for the period of general limitation of claims counted from the termination of participation.

7. If you do not want us to contact you for direct marketing purposes, you may object to processing of your personal data for such purpose at any time. If you object, we will no longer send you any information about the services provided by the Management Company and the investment funds managed by it.
8. If you do not want us to process your personal data for the other purposes listed in Clause 4.4, you may object to processing of your personal data for such purposes at any time.
9. You have the right to request from the Controller access to your personal data, their rectification, erasure or restriction of their processing, as well as their portability.
10. You also have the right to file a complaint with the President of the Office for Personal Data Protection (UODO).
11. Providing the personal data indicated in the form is voluntary, however, this data are necessary for the conclusion and performance of the contract for participation in the Fund, while the e-mail address and mobile number are necessary to enter and execute the agreement for the use of the Esaliens24 Web Service. Failure to provide the above personal data results in the refusal to perform the service.
12. Due to the remote mode of selling and redeeming of Participation Units via the internet, where the

User is a politically exposed person within the meaning assigned by the Polish Act on Counteracting Money Laundering and Terrorism Financing of 1 March 2018, he or she should provide the Fund with a written representation that he or she is a politically exposed person, or else face the penalty set forth in Article 46.1 of the above-mentioned Act.

13. The Agreement is executed for an indefinite period of time.
14. As stated in Article 4.2, in conjunction with Article 40.6.(2) of the Polish Consumer Rights Act, the consumer shall not have the right to withdraw from an agreement concerning units in undertakings for collective investment.
15. Any and all disputes which may arise between a consumer and a Fund as to the text or performance of a Fund/Sub-fund participation agreement may be settled amicably first.
16. Polish law shall be the governing law for the relationship between the Company and the consumer before executing the Agreement and for the execution and performance thereof.
17. The court whose jurisdiction has been ascertained by reference to the principles of generally applicable legal regulations shall be the court competent to settle any disputes as to the performance of the Agreement.

This version of the Rules shall take effect on 26 June 2020.