

Regulations of Booking and Using DevOne HUB Room

§1 General

1. These Regulations (hereinafter: **Regulations**) set forth rules of on-line booking and using DevOne HUB room (hereinafter: **Room**) in the building of Alchemia Platinum Tower in Gdańsk, Al. Grunwaldzka 411, level 8 (hereinafter: **Building**) in order to organise meetings of IT community that concern IT subjects (hereinafter: **Meetings**).
2. In addition, these Regulations shall constitute regulations of rendering e-services in the meaning of the Act of 18 July 2002 on rendering e-services (the harmonised text in the Journal of Laws from 2020, Item 344).
3. The Room shall be made available by **Dynatrace sp. z o.o.** with its registered office in Gdańsk (80-309), Al. Grunwaldzka 411, entered into the Register of Entrepreneurs of the National Court Register held by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Department of the National Court Register under KRS No 0000000595, NIP (tax identification number): 5842088050, REGON (statistical identification number): 191352920, authorised capital of PLN 4,240,000.00 (hereinafter: **Service Provider**) on terms and conditions set forth herein.
4. The Service Provider may be contacted by e-mail at: devonehub@dynatrace.com
5. A Meeting Organiser (hereinafter: **Organiser**) shall make an online Booking of a Room in order to organise a Meeting according to these Regulations.
6. The Service Provider shall make the Room available only in order to hold a Meeting of the IT community by the Organiser. The service of Booking and making the Room available shall be free of charge.
7. The Organiser shall take a decision on holding a Meeting, its participants and conduct; however, participants in the Meeting should be off age. Meetings shall not be organised or held by the Service Provider. Any and all questions, comments and complaints or grievances of participants relating to Meetings shall be filed to the Organiser.
8. Meetings may be held only on working days (i.e. from Monday to Friday, exclusive of public holidays) from 5 p.m. to 09:30 p.m. A Meeting may be attended by maximum 70 (seventy) persons at a time.
9. These Regulations shall apply to the Organiser and Meeting participants. The Organiser shall be responsible for ensuring that the Meeting complies with applicable laws and these Regulations.
10. The Service Provider informs that using services rendered online may involve a hazard for very Internet user, which involves the risk of downloading malware into the ITC system of a user as well as obtaining or modifying his data by unauthorised persons. To avoid such risks, a user should apply adequate technical measures that will minimise the risk of their occurrence, including but not limited to anti-virus software and firewall.

§ 2 Booking

1. The Room shall be Booked by the Organiser via the form available on: <https://devone.com.pl/> according to these Regulations (hereinafter: **Booking**).
2. Booking may be made for maximum 5 (five) hours of a Meeting, not earlier than 12 (twelve) months and not later than 14 (fourteen) days before the date of the Meeting.
3. The following shall be necessary to make the Booking:
 - a. an end device with Internet access and a browser,
 - b. an active e-mail account, and
 - c. activated cookies.

For information on the use of cookies, please see Service Provider's [Privacy Notice](#).

4. Booking shall be made by filling in the form available on the website at <https://devone.com.pl/>, i.e. selecting a date and time of the Meeting and providing data of the Organiser and after accepting the Regulations by the Organiser.
5. The Booking shall be confirmed by the Service Provider within 72 hours of the date of making the Booking via e-mail to the address given by the Organiser in the Booking.
6. Only a confirmation of Booking given by the Service Provider in line with section 5 above shall mean the final Booking of Room on a set date.
7. The Organiser may cancel the Booking not later than 14 (fourteen) days before the date of the Meeting by e-mail to: devonehub@dynatrace.com
8. The Organiser shall be fully liable for any consequences of incorrect data given by the Organiser when making the Booking.
9. The Booking service shall be rendered free of charge and is rendered on a one-off basis and shall be completed upon making the Booking via the form or upon the earlier cancelling of the Booking via the form by the Organiser.
10. The Organiser shall not use the Booking service in a manner that is against the law, good practices, interests of third parties or legitimate interests of the Service Providers, including but not limited to by providing illegal content.
11. Within the maximum scope allowed by law, the Service Provider shall not be liable for any interruptions, including any breaks in the operation of the website used to make the Booking, caused by force majeure events, illicit actions of third parties or its incompatibility with the technical infrastructure of the Organiser.
12. The Service Provider reserves the right to refuse rendering the services if data given by the Organiser are inaccurate or prevent the rendition of services, including by preventing the verification of the Organiser's data.
13. The Service Provider reserves the right to refuse access to the Room for an Organiser who has breached these Regulations beforehand.
14. The Service Provider reserves the right to refuse access to the Room to an Organiser in exceptional situations, including but not limited to those indicated in § 6(3) hereof.

§ 3

Rules of Using the Room

1. Participants in the Meeting may enter the Building using authorizations or passes distributed by the Organiser. The Service Provider shall not receive data of participants in the Meeting and shall not verify persons authorised to attend the Meeting.
2. The Organiser shall oblige participants in the Meeting to behave in a manner that does not pose hazard to other persons present at the Meeting and to follow regulations applicable in the Building, general customary and social standards, including but not limited to by following these Regulations.
3. Commencing the organization of the Meeting by the Organiser shall imply that the Organiser has become acquainted with the condition of the Room, accepts it in whole and makes no objections thereto.
4. Participants may stay in the Building until the end of the Meeting and shall leave the Building immediately afterwards.
5. The Room and the Building shall be vacated by all the participants of the Meeting and the Organiser at the latest until 10.00 p.m. on the day of the Meeting.
6. Participants to the Meeting may use toilets and a cloakroom located next to the Room.
7. Standard equipment of the Room includes: Wi-Fi, multimedia equipment (a television set or a projector), a whiteboard / flipchart, drinks and snacks for participants.

8. No materials that pose hazard to health or life or intoxicants may be brought into the Building or the Room. It is prohibited to smoke in the Building, including any innovative tobacco products or electronic cigarettes.
9. The Organiser shall not be authorised to sell any goods or services (either of himself or any third parties) in the Room or anywhere else in the Building.
10. The Organiser shall not be entitled to rent, lend or make the Room available to any third parties or use the Room for any purposes other than meetings of the IT community that concern IT issues.

§ 4

Consumer Rights

1. The Organiser, being a consumer in the meaning of art. 22(1) of the Civil Code, i.e. an individual who takes a legal action with an entrepreneur that is not directly related to his business or professional activity (hereinafter: **Consumer**) shall have the right to withdraw from a service contract made with the Service Provider within 14 days for convenience. Any provisions concerning the withdrawal from the contract by the Consumer shall apply also to an individual who makes a contract directly with an entrepreneur, when according to the content of the contract it has no professional nature for the individual, resulting in particular from his business activity, made available under the regulations on the Central Record and Information on Business Activity (CEIDG).
2. To meet the above-mentioned deadline, it is sufficient to send a notice before its lapse.
3. A contract notice may be filed in the form, its template given in Schedule No 1 hereto.
4. According to applicable regulations, the right to withdraw from a service contract shall not be held by the Consumer if the Service Provider has completed rendering the service by consent of the Consumer, and the Service Provider shall notify the Consumer about losing the right to withdraw from the contract before starting to perform the service.
5. The Consumer may use out-of-court means of handling complaints and filing claims. Detailed information about an option to use out-of-court means of handling complaints and filing claims available for the Consumer and rules of gaining access to such procedures are available in the registered offices and websites of powiat (city) consumer ombudsmen, NGOs with statutory duties including consumer protection (such as *Federacja Konsumentów*, *Stowarzyszenie Konsumentów Polskich*), Provincial Commercial Inspectorates and the Office for Competition and Consumer Protection.

§ 5

Complaints

1. Complaints about rendering e-services by the Service Provider may be filed in writing to the address of the Service Provider or by e-mail to: devonehub@dynatrace.com
2. Other complaints may be filed to the Service Provider not later than 14 days of the end of the Meeting in writing to the address of the Service Provider or by e-mail to: devonehub@dynatrace.com
3. A complaint shall include the determination of the person who files the complaint (a name, a represented entity, contact data) and a description of an event that causes the complaint (including a type, circumstances and date of irregularity).
4. The Service Provider shall handle complaints as soon as possible, however not later than within 14 days of their submission. A response to a complaint shall be sent using the same means of communication as the complaint.
5. Complaint proceedings shall not limit or suspend rights held under applicable laws and shall not exclude making claims in common courts.

§ 6

Liability

1. The Organiser shall be liable for any damage caused to participants due to the Meeting.
2. The Organiser shall indemnify the Service Provider against any claims filed by participants in the Meeting against the Service Provider, unless such claims result from the exclusive fault of the Service Provider.
3. The Service Provider shall not be liable to the Organiser or any third parties if the Room is not made available according to the Booking or the Meeting is not held for reasons that are not attributable to the Service Provider, including but not limited to as a result of force majeure events, including black-out, interruptions of heat supplies, sanitary-epidemiological limitations, etc. The Service Provider shall not be liable to the Organiser or any third parties either in case of a change of date of the Meeting or its shortening for the above-mentioned reasons.

§ 7

Personal Data

1. The Service Provider is the controller of personal data processed due to the rendition of services set forth in the Regulations in the scope the Service Provider determines purposes and methods of processing such data.
2. Personal data processing by the Service Provider shall be carried out in line with law, including but not limited to 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 (hereinafter: **GDPR**), according to rules set forth hereinbelow. The Service Provider represents that he has implemented adequate technical and organizational measures to ensure that personal data processing due to rendition of services is in line with law and protects rights of data subjects.
3. The controller of personal data shall be Dynatrace sp. z o.o., al. Grunwaldzka 411, 80-309 Gdańsk, e-mail: people.operations.poland@dynatrace.com (a representative of the People Operations Department).
4. The controller of personal data shall process data given in the Booking form (name of entity, name, e-mail, phone).
5. Personal data shall be processed in order to perform the contract and take actions requested by a data subject before the execution of the contract (legal basis: art. 6(1)(b) GDPR) and to pursue legitimate interests of personal data controller, i.e. making or determining claims or defending against claims – legal basis art. 6(1)(f) GDPR).
6. Personal data may be transferred to entities authorised to receive them under law.
7. Personal data shall not be transferred to any third states or any international organizations and shall not be subject to automated decision-making, including profiling.
8. Unless otherwise required by law, Personal data shall be processed in accordance with Service Provider's retention policy.
9. A data subject shall be entitled to require the controller to provide access to his/her personal data, rectify, delete, limit processing and transfer personal data, on terms and conditions set forth in GDPR and in accordance with Service Provider's [Privacy Notice](#).
10. A data subject shall have the right to make an objection, at any time, for reasons related to one's special situation, against the processing of his/her personal data when necessary for legitimate interests of personal data controller or a third party.
11. A data subject shall have the right to file a complaint to the Chairman of the Personal Data Protection Office (ul. Stawki 2, 00-193 Warszawa) if he/she deems his/her rights to be violated.

§ 8

Final Provisions

1. These Regulations shall be made available continually and free of charge by the Service Provider at <https://devone.com.pl/> in the manner that enables their downloading, playing and recording their content by printing or saving them on a data storage device at any time using the ICT system of the user. Moreover, the Regulations or an extract from the Regulations shall be made available at a prominent place during a Meeting.
2. The Regulations shall be made available in Polish and English.
3. The Service Provider reserves the right to modify the Regulations if necessary due to changes of conditions of rendering services, changes that result from law or for other important reasons. Amendments to these Regulations shall come into effect by a date set by the Service Provider, not shorter than 14 days of making them available on the website <https://devone.com.pl/>. Booking made before an effective date of amendments to the Regulations shall be executed based on provisions applicable as of the date of making the Booking.
4. Provisions of these Regulations shall not violate rights held by Consumers under the Civil Code or the Act of 30 May 2014 on consumer rights (the harmonised text in the Journal of Laws from 2020, Item 287, as amended).
5. Regulations of the Civil Code, the Act of 18 July 2002 on e-services (the harmonised text in the Journal of Laws from 2020, Item 344) and other Polish laws shall apply to any issues not governed herein, unless applicable laws provide for otherwise.
6. Unless applicable laws provide for otherwise, any and all disputes arising out of or relating to these Regulations shall be resolved by Polish common courts.
7. The Regulations shall be made available in Polish and English. In case of discrepancies between the Polish and the English versions, the Polish version shall prevail.

Gdańsk, 31 January 2023

Schedule No 1

Form of Withdrawal from Contract

(fill in and send this form only if you want to withdraw from a contract)

Dynatrace sp. z o.o.

Al. Grunwaldzka 411

80-309 Gdańsk

e-mail: devonehub@dynatrace.com

Name of consumer(s):

Address of consumer(s):

I/we ^(*) hereby inform of withdrawing from the contract on the following services
.....

Contract made on:

YES / NO ^(*)

I declare that my right to withdraw from the contract concerns the contract that is directly related to my business activity, but is not of professional nature for me, which results from a type of business activity I carry out.

Signature of consumer(s) (if the form is sent in a hard copy):

.....

Date:

^(*) Delete as appropriate.