



GSS S.A.

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# GENERAL REGULATIONS

## GSS CERT SYSTEM

09.01.2022

EN Ver 1.0

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# GSS CERT System Administrator

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Wielopole 62,

33-210 Olesno, Poland

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## Administrator registration information:

KRS 0000875742

NIP 8711777626

REGON 387799368

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## [DOCUMENTS OF REGULATIONS].

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### [Regulation Documents] Documents included in the Regulations

The operation of the GSS CERT System is governed by the following Regulations:

1. General - the basic regulations of the GSS CERT system;
2. Definitions - regulations containing legal definitions of terms describing GSS CERT System;
3. Participation - regulations specifying the terms and conditions of participation in the GSS CERT system;
4. Registry - the rules and regulations for maintaining the Registry and the IT GSS;
5. GSS Units - Regulations for GSS Units;
6. Trading - the rules and regulations governing the sale of GSS Units by the Administrator;
7. GDPR - the rules and regulations governing the processing and protection of personal data.

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## [REGULATIONS]

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### [Terms and Conditions] Important provisions

1. The rules of operation of GSS CERT System are described in the Regulations and in the model agreements.

2. Due to the fact that within the System the contractual relationships are entered into on a continuous basis, and the System concerns the area where the use of regulations and contract templates is customary, the Administrator indicates that the regulations and contract templates, as well as all amendments to the regulations and contract templates are published on the Website.
3. Regulations and model agreements are made available by the Administrator in the form of .pdf files in order to provide all interested parties with the possibility to store and reproduce them.
4. Regulations issued by the Administrator may consist of one or more documents. In the event that a given Bylaw consists of more than one document, it shall contain an enumeration of them.
5. The rules of participation in the System are regulated, irrespective of the provisions of Regulations, in system documents made available on the Website. The aforementioned documents have the nature of general terms and conditions of contracts and model contracts.
6. The English language version of the Regulations and model agreements is the version in force, marked with an uppercase "EN".
7. Other language versions of the Regulations and model contracts are not binding. The Administrator is not obliged to publish these documents in language versions other than English.
8. The purpose of publishing the Regulations and model agreements in other language versions is only to make it easier to familiarise oneself with the provisions governing the operation of the GSS CERT System in the selected language.
9. There is no interpretation by comparing the different language versions with the English (prevailing) language version to determine the understanding of the prevailing version.
10. Terms covered by the Regulations and model agreements shall be understood in accordance with their legal definitions as published in the Regulations.
11. The Administrator, Participants and Users are obliged to act in a manner that precludes conflicts of interest.
12. Within the GSS System, any disputes that may arise during or in connection with the conclusion, validity, performance, termination or withdrawal from the contractual relationships between the Administrator and other entities shall be submitted for resolution to the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.
13. This provision of the Regulation constitutes an arbitration clause regarding a dispute in the performance of the contractual relationship between the Parties with respect to the Parties' performance of their respective obligations.

### [Regulations] Versioning of Regulations

1. Each amendment to the Terms of Use shall bear a revised individual version number and the date from which the new version of the Terms of Use is effective.

### [Regulations] Implementation of new versions of the Regulations

1. Changes to the Bylaws may be significant and insignificant in nature.
2. The Regulations are amended by changing the English version of the Regulations marked "EN".
3. Insignificant changes are those that do not affect the rights or obligations of the Administrator, Participants or Users.
4. Insignificant changes include:
  - a. editorial changes, in particular involving the transfer of provisions between editorial units of the Regulations, the division or merger of provisions and the transfer of provisions between individual Regulations;
  - b. Stylistic changes, in particular, improving the content of provisions to ensure their linguistic correctness,
  - c. Changes in the presentation of System data,
  - d. Changes in the information and data covered by the PDD Documentation.
5. Significant changes include, but are not limited to:
  - a. Introduction of new provisions aimed at adapting the System to new or amended legislation,
  - b. Introduce new rights or obligations for the Administrator, Participants or Users,
  - c. Introducing new features of GSS IT that are relevant to the rights or obligations of the Administrator, Participants or Users,
  - d. Adding a new document to the Regulations.
6. The Administrator is not obliged to inform about insignificant changes to the Regulations.
7. The Administrator informs about significant changes to the regulations by:
  - a. Publication of the amended Regulations on the Website; and
  - b. sending an email to the addresses indicated by the Participants and Users in the GSS IT system as the appropriate contact, containing information about the publication on the Website of an amendment to the Regulations, and/or
  - c. Inform the Participants and Users of the change in the Regulations by publishing a message, presented after logging in to GSS IT, indicating the publication of the change in the Regulations on the Website.
8. The Administrator shall be deemed to have effectively communicated the amended Terms by publishing the amended Terms on the Website and by sending the information in the manner specified in para. 7 letters b) or c). If the Administrator uses both methods indicated in para. 7 letters b) or c), the method that reached the addressee earlier shall be considered effective.
9. In the case of information about amendments to the Regulations in the form of an e-mail message, it shall be deemed delivered at the moment it is entered into the electronic communication medium of the addressee or the electronic communication medium controlled by the addressee. Receipt of the message by the recipient's server is equivalent to acceptance of the information. The recipient's server settings determining the evaluation or qualification of the message (e.g. automatically moving the message to a folder with messages to be deleted or automatically deleting the message) do not affect the effectiveness of the information transfer.
10. In the case of information about changes to the Regulations in the form of a message presented in GSS IT, it is assumed that the information was read immediately after the recipient logs on to GSS IT.
11. Translation of the amended version of the Regulation into other, non-binding language versions shall be performed at the time determined by the Administrator. The Administrator

reserves the right to cease translating the current version of the Regulation into languages other than English.

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## [TABLE OF FEES AND COMMISSIONS].

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1. A Table of Fees and Charges is published on the Website.
  2. A new Table of Fees and Charges is published each subsequent year, in January.
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## [REPORTING COMPLAINTS AND VIOLATIONS]

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### [Reporting Complaints and Violations] Introduction

1. The Administrator shall guarantee effective protection of the confidentiality of data and information submitted by entities that report or disclose information in the public interest, including the European public interest, relating to illegal or prohibited acts or which pose a threat or cause damage which damages or jeopardises the public interest.
2. The Administrator guarantees efficient handling of complaints and a clearly defined path for their communication.

### [Reporting Complaints and Violations] Violation Reporting Procedure

1. Any irregularities should be submitted in writing to the Management Board of GSS S.A. at the Administrator's registered address.
2. Electronic submissions may be made to: [gsscert-system@gsscert.com](mailto:gsscert-system@gsscert.com)
3. The Management Board of GSS S.A. shall not undertake any actions in order to establish the data of persons reporting irregularities, except for the situation when the reported irregularity exhausts the elements of a crime.
4. In such a case, any contact with the person reporting the suspected irregularity shall be confidential to the extent necessary to properly investigate the circumstances of the reported irregularity and take appropriate action.

### [Reporting Complaints and Violations] Complaint Procedure

1. Complaints should be submitted in writing to the Management Board of GSS S.A. at the Administrator's registered address.
2. Electronic submissions may be made to: [gsscert-system@gsscert.com](mailto:gsscert-system@gsscert.com)

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## [INTELLECTUAL PROPERTY]

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### [Intellectual Property]

1. The Administrator indicates that he is the owner of intellectual property rights to all procedures and rules concerning functioning of GSS CERT System, in particular those described in: documents, databases as well as software and algorithms ensuring data processing.
2. Documents published on the Website and documents made available by the Administrator in another way are protected as works as defined by the Polish law: Copyright and Related Rights Act of 4 February 1994. The Administrator forbids using contents published on the Website in whole or in part without his/her explicit and prior consent.
3. In the case of documents made available by the Administrator in a manner other than through the Website, it should be assumed that they are covered by a confidentiality clause and have been drawn up on the basis of data protected as business secrets. The above rule shall also apply to documents prepared on the basis of data submitted by Participants.
4. In the case of procedures and software and algorithms developed by the Administrator, it should be assumed that they constitute the Administrator's know-how within the meaning of Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure (Text with EEA relevance, OJ L 157, 15.6.2016, pp. 1-18).
5. The Administrator points out that all graphic signs, in particular logos, logotypes, signs identifying GSS CERT System are legally protected as works within the meaning of copyright law and subject to protection under the provisions of the Polish law: Industrial Property Law of 30 June 2000. The Administrator forbids using such signs without its prior and explicit consent.
6. The Administrator indicates that it provides a graphic sign (logotype), which identifies Participants. Participant may use such sign in his promotional materials.
7. Transfer of documents, data or access to software or algorithms by the Administrator to any entity does not imply transfer of any expressed or implied ownership rights or intellectual property rights or copyrights to such entity. The Administrator stipulates that the confidential data provided constitute its exclusive property and are subject to legal protection, in particular under the provisions of the Polish law: Act on Combating Unfair Competition of 16 April 1993 and the Copyright and Related Rights Act of 4 February 1994.
8. The data provided by the Administrator shall be used solely for the purpose of performing its obligations under the provisions of the GSS System.
9. The recipient of the information transmitted by the Administrator undertakes not to disclose or transfer it, in any form, to other entrepreneurs without the prior and written consent of the Administrator.

10. The recipient of information provided by the Administrator agrees to assume responsibility for maintaining the confidentiality of the information by its employees and associates who will be admitted to the information provided by the Administrator.
11. The recipient of the information provided by the Administrator undertakes that neither his/her Enterprise, nor his/her affiliated or partner Enterprises will use the information for activities referred to in the Act on Combating Unfair Competition of 16 April 1993 or the legal act that replaces this regulation.

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## [COMMUNICATION RULES]

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### [Communication Rules]

1. The primary form of communication in the GSS System is electronic data exchange in the form of e-mail correspondence exchanged at addresses indicated by the parties.
2. In the case of Participants and Users of the GSS System, the exchange of correspondence may additionally take place via the Platform.
3. Regulations governing the operation of the GSS System may provide for other forms of communication, including subject to a specific form under penalty of nullity.

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