

TERMS AND CONDITIONS OF THE "GOODYEAR" TRAINING PLATFORM

§ 1.

[General Provisions]

1. The owner (service provider) and administrator of the website operating at www.golearngoodyear.com is Goodyear Operations S.A. incorporated in Luxemburg, with its registered office 7750 Colmar Berg, Avenue Gordon Smith.
2. The Terms and Conditions set out the terms and conditions of using the Platform, in particular the rules for browsing the content of the Platform and using its functionalities.
3. The platform is run for the benefit of Goodyear's customers (owners and employees) to expand their knowledge on topics related to production technology and the use and sales techniques of car tires.

§ 2.

[Definitions]

Terms capitalized in the Terms and Conditions shall have the following meaning:

- 1) **Account** – a panel marked with an individual name (login) and password, assigned to a given Registered User, launched for them by the Service Provider within the Platform, enabling the Registered User to use the Platform's functionalities, where the Registered User's data is collected and used for the purpose of their identification and concerning their actions on the Platform, including the performance of Educational Tasks carried out through the Platform.
- 2) **Coordinator** – MPL Verbum S.A. with its registered office in Poznań (61-616) at 45a Szelałowska Street (Poland), which was commissioned by the Service Provider to moderate the Platform, including making changes and carrying out updates to it.
- 3) **Educational Tasks** – educational activities (e.g. E-learning, Knowledge Test, Knowledge Boost) made available on the Platform for Registered Users for the performance of which Registered Users may obtain points and gain subsequent levels of experience and certificates.
- 4) **E-learning** – training material consisting of a multimedia presentation made available on the Platform concerning one of two categories: (1) training on the tire market or (2) training on the Goodyear Group, completed with a verification of the Registered User's knowledge in the form of a Knowledge test.
- 5) **Knowledge Test** – a test consisting of a few to a dozen or so questions checking the knowledge contained in the E-learning Module appearing after reading the E-learning Module.
- 6) **Goodyear Administrator** – a representative of the Service Provider who invites new Users to join the Platform via an electronic message sent in the Platform's administration panel. Goodyear Administrator has also an exclusive possibility to invite the Registered Users to participate in the face-to-face meetings and webinars.
- 7) **Knowledge Boost** – a summary of the training material contained in the E-Learning Module, consisting of text and graphic elements, appearing after two weeks and one month after completion of the E-learning Module by the Registered User.
- 8) **Platform** – means an educational platform run by the Service Provider, moderated by the Coordinator, available via the Website, intended for owners and employees of the "Goodyear" tire distribution network, the purpose of which is to increase knowledge and competences through Educational Tasks of the aforementioned persons.
- 9) **Registered User** – a natural person who is the owner of a Goodyear customer or is employed by them as a salesman or mechanic, who receives an invitation from the Goodyear Administrator to join the Platform, completes and sends the Registration Form, and the Service Provider – after verifying his/her application – creates an individual Account for him/her on the Platform.

- 10) **Registration Form** – a set of information, including personal data, in the form of fields to be filled in by the User necessary to register on the Platform in order to use its functionalities and gain full access to the content published on it.
- 11) **Service Provider** – Goodyear Operations SA with its registered office in Luxembourg, which is the owner of the Platform and entitled to dispose of its resources and administer the content published on the Platform.
- 12) **Terms and Conditions** – these terms and conditions of using the Platform;
- 13) **User** – any natural person who accesses the content posted on the Website;
- 14) **Website** – a website at www.golearngoodyear.com on which the Platform is made available.

§ 3.

[Technical Requirements]

1. The Service Provider makes every effort to ensure that the use of the Website and the Platform is possible for Users with the use of all popular web browsers, operating systems, types of devices and types of Internet connections.
2. The minimum technical requirements for the use of the Website are:
 - a) a computer or other electronic device with access to the Internet
 - b) and an installed web browser version of at least Internet Explorer 8 or Chrome 16 or FireFox 3 or Opera 10 or Safari 5 or later with Javascript enabled, accepting cookies.

§ 4.

[Rights and obligations of the User]

1. The User is obliged to use the Platform and its functionalities in accordance with the law, the provisions of the Terms and Conditions and good practice.
2. It is forbidden to use the Platform in an unlawful manner that may infringe the personal rights of other people, as well as to post or disseminate content through the Platform that is vulgar, untrue or that may violate personal rights, the law or other legitimate interest of the Service Provider or third parties.
3. The Service Provider declares that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying the Users' data by unauthorized persons, therefore the Users should use appropriate technical measures that will minimize the abovementioned risks. In particular, they should use anti-virus and identity protection programs for Internet users. The Service Provider never asks the User to provide them with the password to the Account in any form.

§ 5.

[Access to the Platform]

1. The User may access the Platform by entering the address of the Website in any web browser.
2. After opening the Website, the User only gains access to the Account login window and the Registration Form. Full access to the Platform and its functionalities may be granted only to a Registered User.
3. In the invitation sent by the Goodyear Administrator there are temporary data to log in to the Platform – login and password. Registration for the Platform requires the User to log in to the Platform using temporary data and then complete and submit the Registration Form.
4. In the Registration Form, in addition to completing the required fields, the User is obliged to confirm that he/she has read the Terms and Conditions and accepts its content by ticking the

appropriate checkbox, as well as sets a new password to access the Account and chooses an avatar (graphics/photo that will be assigned to his/her Account on the Platform).

5. After completing the registration to the Platform, a message confirming the creation of the Account is sent to the User's e-mail address. Upon receipt of the e-mail referred to in the previous sentence, an agreement is concluded between the Service Provider and the User (service recipient) for the provision of the service of maintaining an Account on the Platform by electronic means. As part of the Account maintenance service, the Registered User obtains full access to the functionalities of the Platform, including in particular the ability to perform Educational Tasks, participate in webinars and face-to-face meetings, contact the Service Provider or the Coordinator.
6. The data of Registered Users resulting from the provision of the Account on the Website are processed only for the purpose of providing them with the Account, which is necessary to use the Platform to the full extent and to achieve its educational purposes.

§ 6. [Use of the Platform]

The Platform is educational. For completing Educational Tasks, Registered Users collect points and electronic certificates confirming the acquisition of a specific level of knowledge.

As part of using the Platform, the Registered User obtains access to the following content (tabs):

- a) "E-learning",
- b) "My Account",
- c) "Key Principles and FAQs",
- d) "Calendar".

Through the "E-learning" tab Registered User can perform Educational Tasks. These tasks do not have to be performed continuously. This means that the Registered User may interrupt their performance and then return to the implementation of the Educational Tasks at any time.

In the "My Account" tab Registered User can check the information about their level, achievements and monitor the number of points accumulated in connection with the activity on the Platform which is displayed in the form of a progress bar.

The "Key Principles and FAQs" tab provides information on the functioning of the Platform, including in particular the types of Educational Tasks, achievements and levels that Registered Users can earn for performing specific activities on the Platform, the number of points awarded for solving Educational Tasks and answers to the most frequently asked questions in connection with the use of the Platform.

In the "Calendar" tab, after meeting the conditions – i.e. reaching a certain level - Registered User will receive access to webinars and face-to-face (F2F) meetings.

7. In the event of any content on the Platform that violates the Terms and Conditions Service Provider shall take all necessary measures to remove such content as soon as possible. Each person using the Platform has the opportunity to report such breaches to the Service Provider via a message sent to the following e-mail address: info@golearngoodyear.com
8. The User should use the information obtained through the Platform for its intended purpose. When using the Platform Registered User is obliged to update their data provided as part of the Registration Form.
9. The Registered User is responsible for the security and proper use of the login and password to the Account which should be kept confidential. If there is a suspicion that the login and password of a Registered User have been in the possession of an unauthorized person, such User is obliged

to immediately change the password. If a Registered User suspects that there has been an unauthorized use of his/her Account, he/she should immediately notify the Service. Provider of this fact by sending a message to the following e-mail address: info@golearngoodyear.com

§ 7.

[Educational Tasks on the Platform]

1. As part of the Platform, after logging in to their Account, the Registered User may familiarize themselves with the prepared materials and perform Educational Tasks. The following activities are scored:
 - a) creation of an avatar – **1 point**;
 - b) completing the profile survey for the first time – **1 point**;
 - c) solving of the "Finishing Tutorial" – **1 point**;
 - d) getting an achievement – **5 points** for each achievement,
 - e) getting to know the E-Learning Module – **5 points** for each E-Learning Module;
 - f) each correct answer in the Knowledge test summarizing the E-learning Module – **4 points**;
 - g) each incorrect answer in the Knowledge test summarizing the E-learning Module – **2 points**;
 - h) getting to know the Knowledge Boost – **2 points** for each material read;
 - i) correct answer to the question summarizing the Knowledge Boost – **4 points**;
 - j) incorrect answer to the question summarizing the Knowledge Boost – **2 points**.
2. Points awarded for the performance of the actions referred to in § 7 section 1 of the Terms and Conditions shall be added up in the Account of the Registered User.
3. The balance of collected points determines the current level of the Registered User, as a result his progress in the process of acquiring knowledge.
4. Within the use of the Platform, there are five levels:
 - a) Beginner – the Registered User obtained between 0% and 25% of the total number of points available for gain,
 - b) Competent – the Registered User obtained between 26% and 50% of the total number of points available for gain,
 - c) Intermediate – the Registered User obtained between 51% and 75% of the total number of points available for gain,
 - d) Specialist – a Registered User obtained between 76% and 90% of the total number of points available for gain,
 - e) Expert – the Registered User obtained between 91% and 100% of the total number of points available for gain.
10. With the gradual introduction of new Educational Tasks (e.g. adding new E-Learning Modules), the maximum number of points that a Registered User can collect for solving them increases. Therefore, the percentage score of the points accumulated by the Registered User will change. If - due to an increase in the number of points to be collected – the Registered User would achieve a percentage score that qualifies him for a lower level, this User retains his/her current level for the next 6 months and after this period the Registered User is qualified for the level corresponding to his/her current number of points.
11. Regardless of the level currently achieved the Registered User receives a certificate at the end of each E-Learning Module.

12. The number of points received by Registered Users for taking a given scoring action is fixed and does not vary depending on the level held by the Registered User.
13. Reaching the "Specialist" and "Expert" levels allows the Registered User to access the calendar and participate in webinars and face-to-face (F2F) meetings organized by the Service Provider. Access to the abovementioned meetings are provided by the Goodyear Administrator, which means that if the Goodyear Administrator does not invite the Registered User to participate in the abovementioned meetings, the Registered User is not able to participate in them, even if he/she has reached the required level.

§ 8.

[Complaint procedure]

1. Any complaints or objections relating to the use of the Platform may be addressed by the User via the contact form available on the Platform (after logging into the Account) or via e-mail sent to info@golearngoodyear.com.
2. The complaint should include: the name and surname of the User submitting the complaint, the e-mail address assigned to the Account (if the User has an Account), an indication of the reason for the complaint and a request for specific behavior by the Service Provider.
3. The Service Provider shall respond to the complaint within 14 days from the date of receipt of the complaint. The Service Provider will inform of his decision via e-mail.

§ 9.

[Copyright]

1. The Platform is owned by the Service Provider. All trademarks, service marks and names that are provided on the Website and Platform are the property of the Service Provider or the right to use them by the Service Provider results from separate agreements concluded with authorized entities. The textual and graphic materials and IT solutions contained on the Website and Platform are protected by law, in particular by the provisions of the copyright regulations.
2. The Platform, as well as its individual elements, may not be modified, copied, distributed or published for commercial purposes, unless the Service Provider gives its prior written consent.
3. Users and Registered Users shall not have the right to use materials and works posted on the Website and Platform without the prior express consent of the Service Provider under pain of full liability for damages to the Service Provider and to the authors of individual works.
4. Users and Registered Users who are using the Website and the Platform shall be liable for any behavior that violates the law and for any damage resulting from such behavior, including to third parties.
5. The Platform as well as its individual elements may not be modified, copied, distributed or published for commercial or private purposes, unless the Service Provider gives its prior written consent.
6. The Service Provider grants the Registered User a non-exclusive license (without the right to grant a further license) for the duration of the Account agreement to use the functionalities of the Platform to the extent specified in the Terms and Conditions.

§ 10.

[Termination of the Account Agreement]

1. Both the Registered User and the Service Provider may terminate the Account agreement at any time without giving any reason and without incurring additional costs, subject to the retention of the rights acquired by the other party before the termination of the above-mentioned agreement and the provisions below.
2. The Account management agreement is concluded for an indefinite period of time. The Registered User submits to the Service Provider a statement of termination of the Account maintenance agreement by sending an appropriate declaration of will to the Service Provider using any means of remote communication enabling the Service Provider to read the Registered User's statement of will, e.g. via the contact form available on the Platform or e-mail sent to the address info@golearngoodyear.com. As a result of termination of the agreement the Service Provider deletes the Registered User Account on the Platform
3. The Service Provider terminates the Account management agreement (agreement for the provision of electronic services) by sending an appropriate statement of will to the Registered User to the e-mail address provided by the Registered User during registration on the Platform.
4. The Service Provider has the right to terminate the agreement for the provision of electronic services with immediate effect in the event of a breach by the Registered User of the provisions of the Terms and Conditions in particular when the Registered User uses the Platform:
 - a) acts inconsistently with its Regulations, including, in particular, negatively influencing or impeding other Registered Users from using the Platform's functionality;
 - b) blocks, overloads or interferes with the ability to solve the Educational Tasks or the functioning of the Platform or in any other way attempts to interfere with the form and shape of the Educational Tasks or the Platform (including, in particular, attempts to access data using automated tools or interfaces) (including, in particular, attempts to access data using automated tools or interfaces);
 - c) used another person's data to create an Account on the Platform;
 - d) circumvents or attempts to circumvent the security measures implemented for the proper functioning of the Platform and the performance of the Educational Tasks;
 - e) takes actions that may have a negative impact on the reputation of the Service Providerand in the event that the Registered User – despite being requested to do so – does not stop the infringements within the prescribed period.

§ 11.

[Reporting a threat or violation of rights]

1. In the event that the User or any other person or entity considers that the content published on the Website or Platform violates their rights, personal rights, feelings, morals, beliefs, principles of fair competition, know-how, secrecy protected by law or on the basis of an obligation, they may notify the Service Provider of the potential violation via e-mail sent to info@golearngoodyear.com.
2. The Service Provider notified of a potential violation shall take immediate action to remove the content causing the infringement from the Website.

§ 12.

[Amendments to the Terms and Conditions]

1. The Service Provider reserves the right to amend the Terms and Conditions, including to take into account changes in the law, to add the functionality to the Platform or introduce additional security measures.
2. Amendments to the provisions of the Terms and Conditions may not lead to a deterioration of the legal situation of the Platform Users.
3. The Service Provider shall inform about the amendment to the Terms and Conditions by placing relevant information on the Website at least 14 days before the planned changes take effect. Registered Users will be notified of the change to the Terms and Conditions by a message sent to the e-mail address assigned to their Account.
4. A change in the form and nature of the running of the Platform, in particular, changing the graphic design of the Platform, modifying the existing functionality, adding new Educational Tasks and the like shall not constitute a change to the Terms and Conditions, as long as these changes do not contradict the provisions of the Terms and Conditions.

§ 13.

[Final provisions]

1. The Service Provider shall exercise due diligence to ensure that the use of the Platform is uninterrupted and inconvenient for Users.
2. The Service Provider reserves the right to short-term interruptions in the functioning of the Platform resulting from necessary repairs, maintenance or backups. As far as possible, if the above-mentioned activities do not result from defects, but from planned actions, the Service Provider undertakes to inform Users about this fact with the expected time of interruption in access to the Platform.
3. The Service Provider informs that the quality of the content displayed on the Platform may depend on the device used by the User to access the Platform, as well as on the quality and technical parameters of the Internet connection.
4. A User who is unable to use the Platform, as a result of faults on the part of the Service Provider, shall report this fact to the Service Provider by e-mail to the following address: info@golearngoodyear.com. The Service Provider shall immediately take the necessary measures to restore efficient functioning Platforms.
5. The content of the Terms and Conditions may be recorded by printing, saving on a medium or downloading at any time from the Website.
6. All publications on the Platform shall be made in the official language of the country for which the Platform is intended.
7. The Terms and Conditions shall come into force as of 03.01.2024.