

# Terms and conditions of services provided by electronic means by H88 S.A.

## Chapter I. General Provisions

### § 1

1. These Terms and Conditions define the general principles of provision of Services by electronic means by the Company under the business name of H88 S.A., hereinafter referred to as the "Terms and Conditions" or the "General Terms and Conditions".

2. H88 S.A. is a public limited company with its registered office in Poznań at the following address: 60- 829 Poznań, ul. Franklina Roosevelta 22, entered into the National Court Register maintained by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under the KRS number 0000612359, REGON (Statistical Number) 364261632, NIP (Tax Identification Number) 7822622168, share capital of PLN 425,228.00, paid in full.

3. H88 S.A. is hereinafter referred to as the "Supplier".

4. The Services may be provided both to Consumers and entities other than Consumers, unless otherwise stipulated in the current offer, Price Lists, Technical Specifications or Specific Terms and Conditions.

### § 2

The following terms and expressions have the following meanings:

1. "**Malfunction**" - irregularity in provision of the Service by the Supplier that results in interruption in provision thereof or significant reduction of the quality of the Service.

2. "**Price List**" - the document defining the Services provided by the Supplier, including the prices of the Services. The Price Lists as defined in the Terms and Conditions shall include the documents referred to as terms and conditions of promotion, Invoice and Proforma Invoice.

3. "**Business Day**" - any day from Monday to Friday, except days legally free from work;

4. "**Invoice**" - the document with information regarding the dues payable for selected Services together with data necessary for payment, and the due date and any other data legally required for an invoice;

5. "**Working Hour**" - 60 minutes included in whole in the Business Day;

6. "**Client**" - an entity that is a party to the Agreement with the Supplier or applies for conclusion of the Agreement with the Supplier;

7. "**Consumer**" - a Client that is a natural person, that takes a legal act with the Supplier (in the form of, inter alia, conclusion, amendment, termination of the Agreement or withdrawal from the Agreement), not directly connected with his/her economic or professional activity;

8. "**Premises of the Supplier's Enterprise**" - the Supplier's registered office, located at the address indicated in § 1 item 2 of the Terms and Conditions, or any other premises in which the Supplier serves Clients. The list of the Premises of the Supplier's enterprise and the methods of contact, including the Supplier's addresses and phone numbers (the "Contact data") are indicated on the Website;

9. "**Panel**" - the software made available by the Supplier through the Website, allowing the Client to manage and configure the Service on its own;

10. "**Electronic Signature**" - the qualified signature within the meaning of the provisions of the Polish Civil Code and the Trust Service and Electronic Identification Act of 5 September 2016;

11. "**Proforma Invoice**" - a document other than an Invoice, including information regarding the amounts payable in advance for the selected Services and data necessary for making the payment, as well as the due date (which is the validity date of the Supplier's offer);

12. "**Supplier's Representative**" - a person authorised to represent the Supplier towards the Client in matters regarding the Agreement;

13. "**Terms and Conditions**" - jointly the General Terms and Conditions and the Specific Terms and Conditions;

14. "**Specific Conditions**" - the terms and conditions of provision of particular services;

15. "**Force Majeure**" - an external event being beyond the Parties' control that was impossible or significantly difficult to

predict and prevent, including for example wars, natural disasters, strikes and acts issued by public authorities;

16. **“Technical Specification”** - a document defining the detailed technical data regarding the provision of a given Service;

17. **“Party”** - the Client or the Supplier, bound by the Agreement, hereinafter jointly referred to as the **“Parties”**;

18. **“Website”** - the Supplier’s website available at [www.ssl4less.eu](http://www.ssl4less.eu);

19. **“Durable Medium”** - paper or electronic form, including a PDF file attached to it;

20. **“Digital Content”** - the data produced and supplied in the digital form (e.g. computer programmes, applications or texts);

21. **“Agreement”** - the Service Agreement concluded between the Client and the Supplier;

22. **“Distance Agreement”** - the Agreement concluded with the Consumer without simultaneous physical presence of the Parties, only with the use of the Electronic Signature or the electronic form;

23. **“Agreement Concluded Beyond the Entrepreneur’s Premises”** - the Agreement concluded with the Consumer

a. with simultaneous physical presence of the Parties in the place other than the Premises of the Supplier’s enterprise, or

b. as a result of acceptance of an offer submitted by the Consumer in the circumstances set out in letter a) above, or

c. in the Premises of the Supplier’s enterprise or with the use of means of distance communication, directly after establishing an individual and personal contact with the Consumer in the place other than the Premises of the Supplier’s enterprise, with simultaneous physical presence of the Parties;

24. **“Terminal Device”** - the Client’s devices, in particular router or computer, intended for using the Services and meeting the requirements defined in the Terms and Conditions or the Technical Specification;

25. **“Services”** - the Services provided by electronic means by the Supplier, defined in the Specific Terms and Conditions, Technical Specifications and the Price Lists;

26. **“Act”** - the Act on Provision of Services by Electronic Means of 18 July 2002;

27. **“Order”** - the Client’s declaration on the intention to conclude the Agreement with the Supplier for provision of the Supplier’s Services selected by the Client from the current offer, accepted by the Supplier. The Order forms an integral part of the Agreement.

### § 3

1. The Supplier shall provide the Services to the extent and under the terms and conditions defined in the Agreement, the Terms and Conditions, the Price Lists and Technical Specifications, and the Client undertakes to comply with the same.

2. The provisions of the Agreement, the Prices Lists (including terms and conditions of promotions), Specific Terms and Conditions and Technical Specifications shall prevail over any provisions of the General Terms and Conditions that are different from them.

3. The Supplier may use third parties at the time of performance of the obligations under the Agreement.

4. The Terms and Conditions, Price Lists (except for the Invoice and the Proforma Invoice) and Technical Specifications shall be made public on the Website.

5. Conclusion of the Agreement is conditional upon the Client becoming familiar with and accepting the content of the Terms and Conditions, Price Lists and Technical Specifications. They shall be provided by the Supplier to the Client on a Durable Medium prior to placing an Order and conclusion of the Agreement and within the term of the Agreement. At the Client’s request the Supplier shall provide the said documents in a manner allowing for obtaining, replaying and recording their content with the use of the ICT system used by the Client.

6. In the event of an Agreement concluded Beyond the Premises of the Enterprise (i.e. other than a Distance Agreement), the documents set out in

item 5 shall be made available to the Consumer in paper form and, upon the Consumer's consent, on any other Durable Medium.

7. The Supplier shall guarantee the functioning of the ICT system used by it and allow the Client, free of charge, if required by the characteristics of the Service,

- to use the Service in the manner preventing from access of any unauthorised persons to the content of the message composing the Service, in particular with the use of cryptographic techniques appropriate to the properties of the provided Service,

- for unequivocal identification of the Parties to the Agreement and confirmation of making declarations of will and their content, necessary for conclusion of the Agreement by electronic means.

8. Detailed data regarding the functionality of Digital Contents and technical measures for their protection, and interoperation of Digital Contents with the computer hardware and software, regarding particular Services, are defined in the Specific Terms and Conditions and Technical Specifications.

9. As part of the Service the Supplier shall provide the Client with access to the Panel, by means of generating the Client's login and access password.

10. None of the provisions of the Specific Terms and Conditions, Technical Specifications or Price Lists shall exclude or limit the Consumer's rights under generally applicable legal provisions in force, including the ones defined in the General Terms and Conditions. In the event of any doubts regarding the interpretation of particular provisions of the Specific Terms and Conditions, Technical Specifications or Price Lists, the principle defined in the first sentence shall apply.

## Chapter II Conclusion of the Agreement

### § 4

1. Subject to item 2, the Agreement may be concluded:

a. in writing;

b. by electronic means with the use of the Electronic Signature;

c. with the use of means of electronic communication, in particular the electronic form available on the Website or in the Panel.

The above principles shall not exclude the necessity to meet the specific terms and conditions of conclusion of the Agreement, defined in the Agreement, the Terms and Conditions or Technical Specifications.

2. The manner of conclusion of the agreement indicated in item 1 letters a) and b) may depend on current technical capacity of the Supplier. For the purpose of conclusion of the Agreement in the manner indicated in item 1 letter a) or b), the Client should each time contact the Supplier.

3. The Agreement shall be concluded on the basis of the Order placed by the Client in the manner indicated in item 1. After conclusion of the Agreement the Order shall become an integral part of the Agreement.

4. Directly before placing an Order the Supplier shall provide the Client with information regarding:

a. the selected offer and main characteristics thereof;

b. the manner of communication with the Consumer;

c. all payments due to the Supplier, including payments due in one billing period;

d. the term of the Agreement and the principles of its termination;

e. the minimum validity of the Consumer's obligations under the Agreement.

5. Directly after placing an Order the Supplier shall provide the Client with confirmation of acceptance of the Order (constituting an offer to conclude the Agreement) to which the following shall be attached on a durable medium:

a. the content of the Order, defining in particular: the Services covered by the Order, the amount due to the Supplier for provision of the Services, and the term of the Agreement;

b. in the event of Consumers - documents (Terms and Conditions, Price Lists, Technical Specifications) applicable to the Services selected by the Client,

c. the document with information regarding the amounts due, payable in advance for selected Services together with data necessary for payment, and

the due date (being the validity date of the Supplier's offer).

6. The Agreement shall be concluded upon acceptance by the Client of the Supplier's offer, consisting in payment of the amounts due indicated in item 5 letter c) within the time limits set out therein. The proper accounting document shall be issued and provided to the Client in compliance with the generally applicable legal provisions in force.

7. In the event of non-acceptance of the Supplier's offer, understood as failure to pay the amount due in the manner indicated in item 6, no Agreement shall be concluded.

8. In the event of the Agreement Concluded Beyond the Premises of the Supplier's Enterprise (i.e. other than a Distance Agreement), the Supplier shall provide the Consumer with confirmation of conclusion thereof in paper form or, upon the Client's consent, on any other Durable Medium.

9. The Consumer may, within 14 days of the date of conclusion of the Distance Agreement or the Agreement Concluded Beyond the Premises of the Supplier's Enterprise, withdraw from the same without giving a cause and without incurring any costs, except for the costs set out in the information on withdrawal from the Agreement (Annexe to the Terms and Conditions), under the principles defined in detail in the information.

10. The Client shall have no right to withdraw as set out in item 9 in the event of the following types of Agreements:

a. Agreements regarding the provision of Digital Contents that are not saved on a tangible carrier, if rendering the performance commenced upon express consent of the Consumer prior to expiry of the time limit for withdrawal from the Agreement and notification of the Consumer by the Supplier of loss of the right to withdraw from the Agreement;

b. the Service Agreement, if the Supplier has performed the Service in the whole, upon express consent of the Consumer, who was notified prior to the commencement of the service provision that after the completion of the service by the Supplier it shall lose the right to withdraw from the Agreement;

c. agreements in which the subject of performance is non-prefabricated goods,

produced according to the Consumer's specification or used for satisfaction of the Consumer's individualised needs;

d. agreements in which the subject of the performance is goods which upon delivery are permanently connected with other things;

e. agreements whose subject is sound or visual recordings or computer programmes delivered in a sealed package, if the package was opened after the delivery thereof.

## § 5

1. The Agreement may only be concluded for a definite period, indicated in the content of the Order, equal to the billing period for a given Service, unless the provisions of the Agreement individually agreed between the Supplier and the Client other than a Consumer provide for conclusion of the Agreement for any other term or for an indefinite period.

2. In the event of conclusion of an Agreement that covers different Services, the terms and billing periods as well as due dates of particular Services shall run independently.

3. In the event of conclusion of the Agreement for a definite period, the definite period shall be the minimum period of the Client's obligations under the Agreement.

4. The Supplier shall provide the Client, to the Client's e-mail address indicated for contact purposes in the Panel, with a notice of the incoming expiry of the term of the Agreement, at least 14 days prior to the expiry thereof.

5. The notice set out in item 4 shall be accompanied with information on the possibility of concluding the Agreement for another definite period. The Agreement for another definite period shall be concluded by acceptance by the Client of the Supplier's offer, payment of the amount due in the manner defined in the offer. In the event of failure to accept the offer by the Client by the expiry of the current term of the Agreement, the Agreement shall expire upon the expiry of the term for which it was concluded.

6. In the event of Clients other than Consumers, the payment of the amounts due as set out in item 5 following the expiry of the term of the Agreement shall be understood as placing by the

Client of the Order for conclusion of a new Agreement under the same terms and conditions as the ones applicable in the event of payment of the amount due prior to expiry of the term of the Agreement. The procedure for conclusion of the Agreement defined in § 4 shall apply *mutatis mutandis*.

7. Notwithstanding the provisions of items 4-6, the Supplier may notify the Client of the condition of the Services additionally within other time limits, including of the possibility of resuming the provision of the Service, also upon the expiry of the term of the Agreement.

8. The provisions of items 4-7 shall not apply to Agreements regarding rendering a one-off performance and Service Agreements which may not be provided in any further period due to their specificity.

9. The Supplier shall bear no liability for consequences of the Client's failure to conclude the Agreement for another definite period.

## § 6

1. The Supplier may make the conclusion of the Agreement conditional on provision of data necessary for conclusion thereof. In the event of the Client being a natural person the said data may include:

- a. Names and surname;
- b. PESEL (Personal Identification Number) or, if no such number has been allocated, passport number, identity card number or number of any other document confirming the Client's identity;
- c. permanent domicile address;
- d. correspondence address, if different from the permanent domicile address;
- e. data used for verification of the Electronic Signature;
- f. e-mail addresses.

2. Notwithstanding the provisions of item 1, in the event of the Client other than a Consumer the Supplier may also make the conclusion of the Agreement conditional on provision of the following data:

- a. business name and legal form of conducted activity;
- b. Tax Identification Number (NIP);
- c. Statistical Number (REGON).

3. For the purpose of performance of agreements the Supplier may also process the following data necessary due to the place of provision of the Service and the manner of settlement thereof:

- a. phone numbers;
- b. contact data for technical purposes;
- c. contact data for accounting purposes.

4. The Supplier may also process other data of the Client, necessary for provision of the Services, upon the Client's consent.

5. The Supplier may make the conclusion of the Agreement conditional on presentation of documents confirming the truthfulness of the data provided in connection with the conclusion of the Agreement, in particular an extract from a business register, an extract from an entry into the National Court Register, and documents confirming the allocation of the Tax Identification Number (NIP) and Statistical Number (REGON).

6. The Supplier may also make the conclusion of the Agreement conditional on the positive outcome of the client payment creditworthiness assessment resulting from the data being in the Supplier's possession or made available to the Supplier by a competent credit information bureau. In the event of a negative outcome of the Client payment creditworthiness assessment, the Supplier may conclude the Agreement on the terms and conditions that are less beneficial to the Client. In particular, the Supplier may request for security of the claims under the Agreement by means of payment in advance, and refuse to conclude the Agreement on promotional terms.

## § 7

1. Unless otherwise provided for in the Specific Terms and Conditions or the Technical Specification, the Supplier shall commence the provision of the Services within not more than 30 days of conclusion of the Agreement.

2. In the event of the Agreement concluded Beyond the Premises of the Supplier's Enterprise or the Distance Agreement, the Supplier shall commence the provision of the Service upon the expiry of the time limits of 14 days for withdrawal from the Agreement. The Supplier may commence the provision of the Service earlier (if it is technically feasible),

but if the above was done at an express request of the Consumer, then:

a. The Consumer may be obliged to pay the amount due for the performances rendered before the withdrawal, calculated in proportion to the scope of the rendered performance, taking into account the price or compensation under the Agreement;

b. The Consumer may lose the right to withdraw from the Agreement under the principles set out in § 4 item 10.

3. In the event of conclusion of the Agreement beyond the Premises of the Supplier's Enterprise (i.e. other than a Distance Agreement), the Consumer's declaration on the request to commence the provision of the Service prior to expiry of the time limit for withdrawal should be made on a Durable Medium.

#### § 8

1. The Client shall be obliged to notify the Supplier, without unnecessary delay, of the found interruptions in the provision of the Services.

2. The Client undertakes not to commence, with the use of the Services, any activity violating the applicable legal provisions in force, the principles of community life and the public order and the established customs. The following shall be prohibited in particular:

a. any action resulting in disturbance in the use of the services provided by electronic means, including dissemination by the Client of unordered messages (spam) or harmful messages (viruses, etc.);

b. provision by the Client of illegal contents or in an illegal manner, in particular dissemination or storage of websites with pornographic contents or illegal software;

c. giving names of the Client's electronic e-mail account (alias) or domain that violate third party rights;

d. infringement of any third party rights, including the rights of the Supplier.

3. In the event of the Client other than a Consumer, the provision of Section 2 shall apply *mutatis mutandis* also in the event that

the infringements described therein arise beyond the Client's will, in particular if their source is a website or the Client's e-mail account. The above provision shall not exclude the Client's obligation (including the Consumer's obligation) set out in § 9 item 4.

#### § 9

1. Subject to item 12, the Client may not provide access to the Services to any third party, in particular against payment.

2. For the purpose of protection against unauthorised access to the Services the Supplier may require the Client to use an identifier with an allocated password (in particular as part of the use of the Panel).

3. The Client undertakes to keep secret and protect against any third party the identifiers allocated to the Client by the Supplier as well as access passwords.

4. The Client shall take any actions necessary for protection of data and software of the Client's Terminal Device against unauthorised intervention of any third party (in particular with the use of relevant passwords and installation and ongoing updates of relevant security software, and use of the mail server whose software is protected against unauthorised use).

5. It shall be implied that the dispositions and declarations made by the persons using the identifiers allocated to the Client by the Supplier are made by the Client. The said implication shall not apply to the Consumer that observed due diligence in protection of unauthorised access to his/her identifier, including in particular the Consumer that has met the obligations set out in items 3-4.

6. In the event of loss of the control over the tools allowing to manage the Service, in particular in the event of disclosure of the access password to the

Panel to any unauthorised person, the Client shall, without unnecessary delay, notify the Supplier thereof, and the Supplier shall be entitled to take actions aimed at restoring the control over the Service.

7. The Supplier reserves the right to refuse to perform the disposition connected with the Service, if there is any suspicion that it has been made by an unauthorised person. In the said event the Supplier may request that the Client's disposition be confirmed in writing or any documented form.

8. The Supplier shall bear no liability for protection of the Terminal Devices against any manipulation by third parties, subject to the provisions of § 3 item 7.

9. In the events justified by the material necessity, the Supplier reserves the right to introduce procedures aimed at guaranteeing the improvement by the Client of the applied security level, in particular by introduction of the requirement to change the passwords on a periodic basis or change of passwords into stronger ones.

10. For the purpose of proper use of the Service the Client shall provide, on its own and at its own expense, access to relevant devices, the Internet and electricity.

11. The Client shall, on its own, make and hold a backup of data processed by the Client as part of the Supplier's ICT systems, whether or not such backups are made by the Supplier.

12. The Client may grant any other entity (User) the authorisation to use the Services provided to the Client to the extent indicated in the authorisation. The Client shall, without unnecessary delay, present the Supplier with the User's data and the scope of the authorisation. The Client undertakes to further oblige the User to comply with the terms and conditions of the Agreement and shall bear liability for the manner of using the Service by the User like for its own actions, unless otherwise provided for in

Generally applicable legal provisions in force.

### Chapter III Fees

#### § 10

1. The Client shall, in a timely manner, settle the fees due for a given Service in compliance with the Price List or individual provisions of the Agreement, applicable to the Client as of the date of provision of the said Services.

2. Any fees due for the provision of the Services should be made to the bank account indicated in a relevant document issued by the Supplier and properly provided or made available to the Client.

3. The fees shall be due in advance. The fees shall be payable by the due date indicated on the Invoice or the Proforma Invoice, which shall fall no sooner than 7 days of the issue date, save for the exceptions resulting from the Supplier's offer, if shorter due dates stem from the specificity of a given service.

4. Detailed principles applicable to payment for particular Services, including billing periods, are defined in the Price List, the Specific Terms and Conditions or the Technical Specification. The principles of payment for a particular Agreement with the Client shall be defined in the content of the Order.

5. The Client should, without unnecessary delay, notify the Supplier of non-receipt of a relevant document indicating the amount due to the Supplier.

6. The Supplier's compensation shall not include the Client's costs connected with the access to the Services, in particular access to the Internet or electricity.

7. The Client shall bear no costs for use of the means of distance communication for the purpose of conclusion of the Agreement, other than the ones charged by the service provider rendering the same to the Client.

#### § 11

1. By conclusion of the Agreement the Client shall accept sending and providing to the Client by the Supplier of Invoices in electronic form.
2. The Client may revoke the acceptance of the issuance and making available Invoices in electronic form as set out in item 1, at any time. The Client may express the acceptance thereof at any time.
3. In the event of revocation of the acceptance by the Client, the Supplier shall lose the right to issue and make available the Invoices in electronic form from the date following the date of receipt of the Client's notice of revocation of the acceptance.
4. Electronic invoices shall be issued and archived in compliance with applicable legal provisions in force.
5. In the event of resignation from use of Invoices in electronic form the Client shall, on its own, store all Invoices made available by the Supplier.
6. The Invoices sent in electronic form should be stored by the Client in electronic form in the format in which they were sent, in a manner that guarantees authenticity of their origin and integrity of their content, as well as legibility throughout the storage period.

#### § 12

1. The payment date shall be the date of crediting the amount due on the Supplier's relevant bank account.
2. The Supplier may charge the Client with statutory late interest under the principles provided for in the Polish Civil Code, save that the Clients being entrepreneurs may be charged by the Supplier with interest for delay in trade transactions set out in the Payment in the Commercial Transaction Payment Terms Act of 8 March 2013.
3. The Supplier may charge the Client other than the Consumer with all costs

incurred in connection with seeking satisfaction of claims after the due date.

4. The Supplier shall credit the payments made by the Client in compliance with the provisions of the Polish Civil Code, including in particular, in the event of lack of the Client's declaration providing otherwise, they shall be credited towards the debts whose due date fell first.

#### Chapter IV Costs of service provision

#### § 13

1. The Services provided to the Client shall be defined in the Order. The current offer of the Supplier is available on the Website and may be made available on the Supplier's hotline, as defined on the Website.
2. The Supplier reserves the right to make available to the Client, without any additional fee, the additional options of the Services and improvement of the parameters of the Services. The exercise of the right described in the first sentence and ceasing to provide the Services made available as aforesaid shall require no amendment to the Agreement or any prior notice and shall not entitle the Client to terminate the Agreement.
3. The Supplier shall observe due diligence resulting from the professional character of the rendered Services, and provide the Services whose quality corresponds to relevant technical standards.
4. The Supplier reserves the right to interrupt the Service, not longer than 12 hours on a single occasion, as a result of the necessity to conduct maintenance works. The Supplier shall notify the Client of the scheduled interruptions longer than 1 hour to the Client's e-mail address indicated in the Panel.
5. After authorisation by the Supplier, the Client may use the assistance directly regarding the provided Service by phone or e-mail, by contacting the Supplier to the numbers or e-mail addresses or



with the use of the forms available on the Website.

#### § 14

1. If it is technically feasible, the Parties may bilaterally extend the scope of the provided Services prior to expiry of the term for which the Agreement was concluded.
2. The change set out in item 1 shall be effective at the beginning of the following billing period, unless shorter time limits for performance of the request are agreed between the Parties.
3. The provisions on the conclusion of the Agreement shall apply *mutatis mutandis* to change of the type of the provided Services of their scope.
4. In the event of any change of the type of the provided Services or their scope during the billing period, resulting in change of the amount of the fees, the compensation due to the Supplier for a given billing period shall be calculated in proportion to the use of the Services in the billing period.
5. In the event of Consumers the provisions of the previous items shall apply *mutatis mutandis* to narrowing the scope of the Services.

#### § 15

1. In order to use the Services it shall be necessary to have equipment using the Internet through a valid browser. In some events it may be necessary to accept cookies. Uploading files to the server and downloading files from the server shall be conditional on the capacity of the Internet connection For the use of the e-mail service on the user's computer the user shall have a programme that serves POP3 or IMAP and SMTP protocols. FTP client software shall be required to use FTP software. Detailed requirements regarding the use of a particular service may be also specified in the Specific Terms and Conditions or Technical Specifications.

2. In order to use the Service and exchange information with the Supplier the Client also needs to have an e-mail address and indicate it in the Order.

3. All items of equipment and components thereof, necessary for providing the Service, shall remain the Supplier's property and may not be an object of the Client's requests, whether i the course of providing the Service or upon completion thereof.

#### Chapter V Amendment to the Agreement or Terms and Conditions, suspension of provision of the Service, termination or expiration of the Agreement, change of the Client

#### § 16

1. Due to conclusion by the Supplier with Consumers of only Agreements concluded for a definite period, throughout the term of the Agreement there shall apply the terms and conditions applicable on the Agreement date.

2. The Supplier may develop and publish on the Website any new contractual templates, Terms and Conditions, Price Lists or Technical Specifications, but they shall only apply to future agreements concluded for a definite period.

3. If, on the basis of the terms and conditions of Agreements agreed individually between the Supplier and the Client other than the Consumer, an agreement is concluded for an indefinite period, the new Terms and Conditions, Price Lists or Technical Specifications (including any amendment thereof) issued by the Supplier during the term of the Agreement regarding provision of permanent Services, shall bind the Client, if the Supplier makes them available to the Client, free of charge, at least 30 days prior to the effective date thereof, and the Client fails to terminate the Agreement within 14 days of the date on which they were made available.

4. The documents set out in item 3 shall be made available by means of publication on the Website and provision of the Client on a Durable Medium, to the Client's e-mail address indicated in the Panel.

5. In the event of termination of the Agreement concluded for an indefinite period by the Client as set out in

item 3, the Agreement concluded for an indefinite period shall be terminated with the effect on the last date of the applicable notice period. Until the termination of the Agreement concluded for an indefinite period the hitherto provisions of the Terms and Conditions the Price List or the Technical Specification shall be applicable to the Client.

6. The provisions of this Article shall not exclude the right to amend the terms or conditions of the Agreement by mutual agreement of the Parties.

#### § 17

1. The Consumer may terminate the Agreement with the immediate effect, if the Supplier:

a. fails to remedy the Malfunction within 5 Business Days of the notification of the Malfunction by the Consumer;

b. despite being requested to cease to conduct actions contrary to legal provisions or the terms or conditions of the Agreement and setting the time limits of one week for the above, the Supplier keeps making the breaches the request related to.

2. If, on the basis of terms and conditions of the Agreement agreed individually between the Supplier and the Client other than the Consumer, an Agreement is concluded for an indefinite period, each Party shall be entitled to terminate the Agreement or any part thereof, regarding a given type of the Services provided on a continuous basis, with a month's notice.

3. The notice of termination of the Agreement shall be made in writing or in the form of a document for its validity.

4. In the event of termination of the Agreement or any part thereof regarding a given Service prior to the expiry of the term thereof by the Client other than the Consumer or by the Supplier, for reasons for which the Client other than the Consumer is liable, the Client other than the Consumer shall be entitled to refund of the compensation for the remaining part of the billing period in which the Agreement expired.

5. For avoidance of any doubts, the provisions providing for refund of the settled part of the compensation in the event of termination of the Agreement prior to the expiry of the term thereof shall be deemed to apply only to the Services provided on a continuous basis, other than the Services consisting in performance by the Supplier of a one-off action.

#### § 18

1. The Supplier may suspend the provision of the Services, in whole or any part, for the Client if:

a. The Client, despite a request, is in arrears with payment of fees due, in whole or any part, other than the fees set out in § 4 item 5 letter c), and § 4 items 5-7 (acceptance of the Supplier's offer by means of settlement of the amount due) for more than 7 days of the due date;

b. The Client breaches or fails to comply with material provisions of the Terms and Conditions, in particular the ones defined in § 8 item 2;

c. The Supplier receives an official notice of unlawfulness of the stored data provided by the Client;

d. The Supplier receives reliable notice of unlawfulness of the stored data provided by the Client;

The Supplier undertakes to request the Client to cease to make the breach set out in letter b) prior to suspending the provision of the Services, if immediate suspension is not the only opportunity for preventing from material damage connected with the Client's breach. In the event set out in letter d), the Supplier shall, without unnecessary delay, notify the Client of the intention to prevent from access to the data. Then, under the principles defined in Article 14 of the Act, the Supplier shall bear no liability for the damage resulting from prevention from the access to the said data.

2. The Services may be reactivated no sooner than after the disappearance of the grounds for the suspension of the Services, on the basis of a request for resumption of the Service. In the event of the Consumer no

Request for resumption of the provision of the Service shall be required, if it was suspended on the grounds set out in item 1 letter a).

3. The Supplier may charge the Client other than the Consumer with a fee for resumption of the Service, if the amount of the fee is indicated in the Price List.

4. The suspension of the Services, in compliance with the provisions of this Article, shall not exclude the obligation of the Client other than the Consumer to settle the fees in the amount due for the provision of the Services, within the suspension period.

5. The Services and the related data shall not be available within the suspension period, both for the Client and any third party, which may be displayed at the time of attempted access to the Services or related data, which shall not indicate to third parties the reasons for non-availability of the Services. The Supplier shall only notify the Client of the reasons for such non-availability.

#### § 19

1. The Agreement may be terminated by the Supplier with the immediate effect, if there occur the grounds set out in § 18 item 1. The Supplier shall have the right set out in the first sentence notwithstanding the right to suspend the provision of the Services, in compliance with the provisions of

§ 18. The provisions on requesting the Client to remedy the breaches set out in § 18 shall apply *mutatis mutandis*, save that the right to terminate the Agreement, in the event set out in § 18 item 1 letter a), shall only apply to arrears exceeding 21 days.

2. The Supplier's notice of termination with the immediate effect or withdrawal from the Agreement shall be deemed effective on the date of the service thereof on the Client.

3. Notwithstanding the reason for termination of the Agreement with the Consumer, the Supplier shall refund to the Consumer the amounts settled in advance by the Consumer for the Services which were not performed due to

termination of the Agreement, not later than 14 days of the expiration of the Agreement. The provisions of the first sentence shall not exclude the Consumer's liability towards the Supplier, if it stems from the terms or conditions of the Agreement or generally applicable legal provisions in force.

#### § 20

1. Upon the Supplier's consent, the Client may assign the rights and obligations under the Agreement to any third party that meets the requirements defined in the Terms and Conditions.

2. The Supplier may make granting the consent to the assignment of rights and obligations under the Agreement conditional in particular on performance by the Client of all obligations towards the Supplier. The provisions of the Terms and Conditions on conclusion of Agreements shall apply *mutatis mutandis* to assignment of rights and obligations under the Agreement.

3. The Supplier may charge a fee for the assignment of rights and obligations under the Agreement, if the amount thereof is set out in the Price List or agreed by the Parties on an individual basis.

### Chapter VI The Supplier's liability, scope of servicing

#### § 21

1. The Supplier undertakes to provide the Client with non-defective services and items (if they are the subject of the Agreement). The Supplier shall bear liability for non-performance or improper performance of the Services under the principles defined in the Terms and Conditions and in generally applicable legal provisions in force, including in particular the provisions of the Polish Civil Code with respect to liability for non-performance or improper performance of mutual contracts and liability under the warranty for defects of items (if an item is the subject of the Agreement).

2. The Supplier shall bear no liability for non-performance or improper performance of the Services in the event of Force Majeure or for reasons only on the part of the Client.

3. The Supplier shall bear no liability for the Client's lost profits, and any liability of the Supplier for non-performance or improper performance of the Agreement shall be limited to the amount calculated according to the following formula:  $(1/\text{number of days in the billing period}) * \text{charge settled to the Supplier in the billing period}$  in which there occurred the event that causes the damage, for each day of duration of the event. The foregoing limitation shall not apply if the Client is a Consumer.

4. If it stems from the nature of the case, the Regional Inspector of Trade Inspection Authority shall take actions aimed at out-of-court settlement of a civil-law dispute between the Consumer and the economic operator by allowing to the parties to reconcile their positions for the purpose of settlement of the dispute or presenting the parties with a proposal of settlement of the dispute. Proceedings aimed at out-of-court settlement of consumer disputes shall be initiated at a request of the Consumer or the economic operator, filed with the Regional Inspector appropriate for the place of performance of economic activity by the economic operator. Disputes regarding property rights arising from agreements concluded between Consumers and economic operators may also be subject to determination by permanent conciliation courts at the Regional Inspectors of the Trade Inspectorate. The detailed principles in that respect are set out in the Act on Out-Of-Court Resolution of Consumer Disputes of 23 September 2016. Further information on out-of-court dispute resolution may be available on websites of Regional Inspectors of the Trade Inspectorate and the permanent conciliation courts operating at them. The foregoing provisions are for information only and shall not exclude the Consumer's right to file an action with common courts.

## § 22

1. The Malfunction should be remedied not later than 2 Business Days of its reporting. If the Malfunction may not be remedied within 2 Business Days of its reporting, the Supplier shall set the time limits for remedy thereof and notify the reporting person thereof.

2. For each day of the Malfunction the Consumer shall be entitled to claim refund of a proportional part of the fee due for this day of provision of the Services covered by the Malfunction or interruption in the provision of the Services.

3. In the event defined in item 2 the Consumer shall also be entitled to seek indemnity in the form of a contractual penalty, in the amount equal to the proportional part of the fee due for this day of provision of the Services covered by the Malfunction or interruption in the provision of the Services, for each day of the interruption, unless higher indemnity in the form of a contractual penalty is stipulated in the Agreement, the Specific Terms and Conditions, the Technical Specifications or Price Lists.

4. The period for which the fee shall be reduced and for which the Client is entitled to a contractual penalty shall not include the time in which it was impossible to remedy the Malfunction for reasons on the part of the Consumer.

5. The reduction of the fee and payment of the contractual penalty shall be effected on the basis of a complaint filed by the Consumer.

## § 23

1. Any servicing reports, including in particular information on the Malfunctions and questions regarding technical issues, may be made by Clients with the use of the Supplier's contact data set out in § 2. Detailed information on the procedure to be followed in the event of servicing reports is set out on the Website.

2. Subject to the provisions of this Chapter, and any provisions of

Specific Terms and Conditions and Technical Specifications, the Supplier shall provide neither post-sale nor guarantee services.

## **Chapter VII Principles of and procedure for filing and considering complaints**

### **§ 24**

1. Clients make file complaints about failure to meet, at the Supplier's fault, of the time of commencement of the provision of the Services, defined in the Agreement, non-performance or improper performance of the Services or incorrect calculation of the amount due for provision of the Services.

2. The provisions of § 24-25 shall not apply to Clients' requests only for remedy of the Malfunction or provision of technical assistance. In the event of the requests set out in the first sentence the provisions of § 23 shall apply.

3. The complaint should be filed in documentary or written form to the Supplier's contact data set out in § 2.

4. A complaint should include:

- a. Name and surname or business name and residence address or address of the registered office of the Client;
- b. Definition of the subject of the complaint and the period to which the complaint relates;
- c. Presentation of the circumstances substantiating the complaint;
- d. The Client's claim, if it is pursued by the Client;
- e. The Client's signature, in the event of a complaint filed in writing.

5. If it is considered by the Supplier necessary for proper consideration of the complaint, the Supplier shall request the person filing the complaint to supplement the same, without unnecessary delay. After ineffective lapse of the set time limits, the complaint shall be left unconsidered.

### **§ 25**

1. A reply to the complaint shall be given by the Supplier in the documentary or written form, within 30 days of the date of filing the complaint.

2. The reply to a complaint should include:

- a. Name of the Supplier's unit considering the complaint;
- b. Statement of grounds;
- c. Information on acceptance or rejection of the complaint;
- d. Definition of the manner of and time limit for performance of the Client's claim;
- e. Signature of the authorised employee representing the Supplier, including information on the position if the reply is given in writing.

3. The amounts due to the Client in connection with acceptance of the complaint shall be paid to the bank account indicated by the Client or, upon the Client's consent, it may be credited towards future amounts due. In the event of the Client other than the Consumer the Supplier may credit toward the Client's debt towards the Supplier the amount due to the Client in connection with acceptance of the complaint, including without the Client's consent.

4. The amounts due to the Client in connection with acceptance of the complaint, not credited towards the Client's debt towards the Supplier or future amounts due, shall be paid within 14 days of the receipt by the Client from the Supplier of the reply to the complaint.

## **Chapter VIII Personal data protection**

### **§ 26**

1. The Supplier shall gather and process personal data for the purpose of conclusion and performance of the Agreement, for the purpose of maintaining the account in the Panel, and for the purpose of performance of legal obligations of the Supplier. To the extent the Supplier determines the purposes and methods of processing personal data, the Supplier shall be the controller. The Client's personal data shall be processed in compliance with the provisions of

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 (General Data Protection Regulation) (OJEU L No 119), hereinafter referred to as the “GDPR”, taking into account the provisions of the Act on Provision of Services by Electronic Means and other generally applicable legal provisions.

2. The Client has an influence on the scope of the processing of its personal data by means of:

- a. Selection of the Services to be provided to it;
- b. Making a decision to provide, or not to provide, the Supplier with the data designated as voluntary data;
- c. Making a decision to open or remove the account in the Panel, and decision on the period of maintaining the account in the Panel,
- d. Exercising the rights to which the Client is entitled, as set out in Articles 15-22 of the GDOR,
- e. Voluntary giving or withdrawing consent to the processing of personal data for the purposes for which the processing is effected on the basis of the Client’s consent.

3. Please note that unless otherwise provided in the content of particular forms (e.g. information that provision of data is voluntary), the Supplier’s services may not be used anonymously or with the use of a nickname.

4. If the Client intends to use the resources shared to him/her for the purpose of processing personal data as the controller (as defined in Article 4(7) of the GDPR) or the processor (as defined in Article 4(8) of the GDPR), in particular in the scope of saving and storing the same in digital format as part of the IT system made available by the Supplier, it shall, without unnecessary delay, concluded with the Supplier the data processing agreement as set out in Article 28 of the GDPR. The Supplier shall allow to conclude the data processing agreement in the Panel, by

electronic means, in compliance with Article 28(9) of the GDPR.

## § 27

Additional information on:

- a. Processing the Client’s personal data,
  - b. The possibility of using the services provided by electronic means anonymously or with the use of a nickname;
  - c. The technical measures made available by the Supplier, aimed to prevent from obtainment and modification of personal data sent by electronic means by unauthorised persons;
  - d. The entity authorised by it to process personal data, the scope of personal data and the intended date of the provision thereof, if the Supplier concluded with the said entity the data processing agreement;
- is included in the Detailed Information on Processing Personal Data and the Privacy Policy, available on the website.

## Chapter IX Other Provisions

## § 28

1. Subject to specific provisions, the Client’s e-mail address indicated in the Order shall be used for communication between the Supplier and the Client, in particular in the cases regarding servicing reports, information of the Client’s arrears and the Services, including the technical conditions of provision of the Services. The Consumer may contact the Supplier to the Supplier’s contact data set out in § 2.

2. During the term of the Agreement the Parties shall notify each other of any change of the Party’s address or any other data provided in the Agreement, within 7 days of the occurrence thereof. In the event of failure to update data, the correspondence directed to the last known address of the Party shall be deemed

effective (this provision shall not apply to Clients being Consumers). Information on the said changes shall constitute no change of the the provisions of the Agreement or the Terms and Conditions.

3. The Client other than the Consumer authorises the Supplier, free of charge, to publish the Client's business name, logo and e-mail addresses on the Supplier's reference list available on the Website. At the same time, the Client other than the Consumer represents that the Client holds rights, in particular to its logo, allowing it to authorise the Supplier to publish it.

4. The Supplier shall be entitled to assign the Supplier's rights and obligations under the Agreement without separate consent of the Client other than the Consumer.

5. The Supplier shall be entitled, from the date of expiration of the Agreement, to delete the Client's electronic data being in the Supplier's possession. In order to retain the data the Client shall, prior to expiration of the Agreement, save the same on any other medium or otherwise secure the same on its own.

6. The Agreement shall expire automatically as a result of dissolution or liquidation of the Party not being a natural person and in the event of death of the Party being a natural person.

## X. Final Provisions

§ 29

1. Any disputes arising in connection with the Agreement shall be settled by the Parties in an amicable manner. If the Parties fail to reach a compromise, the Parties shall subject the dispute to determination by a common court of jurisdiction for the registered office of the Supplier's registered office. The provisions of this item shall not apply to Consumers.

2. Matters not provided for in the Agreement, the Terms and Conditions, Technical Specifications and Price Lists shall be governed by generally applicable legal provisions in force, including the Polish Civil Code and the Act, and in the event of Consumers - the Consumer's Rights Act.

3. The Supplier shall notify Consumers, prior to conclusion of the Agreement, of the Supplier's undertaking, if any, to comply with the Code of Good Practices within the meaning of Article 2 item 5 of the Prevention of Unfair Market Practices Act of 23 August 2007, if the Supplier made that undertaking.

4. The Terms and Conditions shall become effective:

- a. date 12 June 2019 - for Clients concluding the Agreement from this date;
- b. date 28 June 2019 - for other Clients.

**INFORMATION ON THE WITHDRAWAL FROM THE AGREEMENT**

**Right to withdraw from the agreement**

You may withdraw from the Agreement within 14 days without giving a reason. The time limits for withdrawal from the agreement expire upon the expiry of 14 days of the conclusion of the Agreement (with respect to Service Agreement or Agreement regarding Provision of Digital Contents not provided on a tangible carrier), or from the date on which you came into possession of the item or on which a third party other than a carrier, designated by you, came into possession of the item (with respect to Agreements obliging to assign ownership of an item). In order to exercise the right to withdraw from the agreement, notify H88 S.A. with its registered office in Poznań at the following address: ul. Franklina Roosevelta 22, 60-829 Poznań, e-mail address: [biuro@h88.pl](mailto:biuro@h88.pl), fax no. 61 622 25 25, of your decision to withdraw, by making an unequivocal declaration on the withdrawal from the Agreement (for example a letter sent by post or e-mail). You may also use the template of the withdrawal from the Agreement, but it is not obligatory. To meet the time limits for withdrawal it suffices to send the information on the exercise of the right to withdraw from the Agreement prior to the expiry of the time limits for the withdrawal from the Agreement.

**Consequences of withdrawal from the Agreement**

In the event of withdrawal from the Agreement you will be refunded all payments made by you, including the costs of delivery of the item (except for additional costs resulting from your decision on other delivery terms than the cheapest ordinary method of delivery offered by us), without unnecessary delay, and in each event not later than 14 days of the date on which we are informed of your decision to exercise the right to withdraw from this Agreement. The refund of the payment will be made with the use of the same means of payment as the ones used by you in the original transaction, unless you gave your express consent to any other solution; in no event shall you incur any fees or charges in connection with the refund. / We may postpone the refund of the payment until the earlier of: the receipt of the goods or the delivery of a proof of sending the goods back. If, in connection with the Agreement, you received an item from us, please send it back to the address of H88 S.A. with its registered office in Poznań at the following address: ul. Franklina Roosevelta 22, 60-829 Poznań, without unnecessary delay, but in each case not later than within 14 days of the date of the notice on the withdrawal. The afore-mentioned time limits shall be deemed as met if the item is sent back prior to the expiry of 14 days. You will bear direct costs of the return of the goods. You will only be liable for a reduction in the value of the goods resulting from the use thereof in any other way than necessary to find out the nature, characteristics and functioning of the goods. If you requested for commencement of the performance of the Services prior to the expiry of the time limits for withdrawal from the Agreement, you will pay the amount proportional to the scope of the performances reddened before providing us with your notice on withdrawal from the Agreement.



**TEMPLATE OF THE FORM OF WITHDRAWAL FROM THE AGREEMENT**  
**(to be completed and sent back only in order to withdraw from the agreement)**

- Addressee: H88S.A., with its registered office in Poznań, ul. Franklina Roosevelta  
22, 60-829 Poznań, e-mail address: biuro@h88.pl, fax no. 61 622 25 25
- I/We(\*) herewith inform of my/our withdrawal from the Agreement

\_\_\_\_\_concluded with H88S.A., with its registered office in  
Poznań.

- Date of conclusion of the agreement \_\_\_\_\_
- Consumer's name and surname \_\_\_\_\_
- Consumer's address \_\_\_\_\_
- Consumer's signature (only if the form is sent in the paper version) \_\_\_\_\_
- Date \_\_\_\_\_