### RULES AND REGULATIONS OF THE INTERNET SHOP

§ 1

## **DEFINITIONS**

### **SELLER**

Igrzyska Europejskie 2023 Ltd. with its registered office in Krakow, 20 Zyczkowskiego Street, 31-864 Krakow, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow - Srodmiescie XI Economic Division of the National Court Register under KRS number 0000947256, NIP (tax number): 6762610220, REGON (National Business Registry Number) 521030271, amount of share capital: PLN 46,000,000.00

**SHOP** 

online shop operates at: <a href="https://ratecard.ie2023.com">https://ratecard.ie2023.com</a>

### **RULES AND REGULATIONS**

this document that specifies the rules for concluding and performing sales contracts and providing additional services, and providing electronic services.

#### **CUSTOMER**

a natural person, a legal person or an organisational unit that is not a legal person but to which the law confers legal capacity, conducting in its own name a business or professional activity and performing a legal action directly related to its business or professional activity, as well as a foreign person conducting business activity, placing or intending to place an Order in the Shop or using or intending to use services provided by electronic means.

electronically.

## **PRODUCT**

a movable item, available for sale, or hire in a Shop, which may be the subject of a contract of sale or rental agreement.

## **SERVICE**

an activity for the benefit of a Customer which is not of a material nature offered in a Shop, which is the subject of a sales contract.

# **ORDER**

a declaration of intent by the Customer aimed at concluding a contract of sale/rental of Products or a contract for the provision of Services through the Shop, made using a form available in the Shop.

#### CUSTOMER ACCOUNT

an individual collection of IT resources, marked with a Login and Password, in which the Customer's data in particular is stored. The Customer Account and Login created during the registration process can only be assigned to one Customer.

#### **LOGIN**

individual designation of the Customer, as determined by the Customer, consisting of a sequence of letters, digital or other characters, required together with a Password to establish a Customer Account. The Login is the Customer's valid e-mail address.

#### **PASSWORD**

a sequence of letters, digital or other characters chosen by the Customer when registering with the Shop, used to secure access to the Customer's Account, in accordance with the security policy imposed on the Customer.

### **DELIVERY**

the actual act of supplying the Customer with the Product specified in the Order by the Seller in the manner and at the place specified in the Regulations.

#### REGISTRATION FORM

a form available at https://ratecard.ie2023.com/rejestracja/5 containing basic information to set up an account and check the business entity in the business registration systems.

§2

#### SCOPE OF THE REGULATIONS

- (1) The Rules and Regulations set out in particular:
- 1) the rules of operation and use of the Rate Card System hereinafter referred to as "Rate Card" in the form of a Shop,
- 2) the terms and conditions of electronic provision of services by the Seller, in particular involving the establishment and maintenance of a Customer Account and provision of services, through the Shop, as well as the terms and conditions of conclusion and termination of sales or rental agreements,
- 3) principles for placing and fulfilling Orders,
- 4) payment principles.
- (2) The Rules and Regulations are the rules and regulations referred to in Article 8(1) of the Act of 18 July 2002 on the provision of services by electronic means (Polish Journal of Laws of 2020, item 344).

**§**3

### **GENERAL PRINCIPLES**

(1) The Seller sells the Product or Services to the Customer to the extent and on the terms and conditions set out in these Rules and Regulations on the basis of an Order.

- 2. Rate Card functioning as a Shop is operated by the Seller.
- 3. The Shop operates at the address https://ratecard.ie2023.com/.

#### TECHNICAL CONDITIONS AND SECURITY POLICY

- (1) In order for the Customer to be able to use the Shop properly, the technical conditions indicated below must be met:
- 1) having computer equipment or other mobile devices with Internet access (minimum technical requirements for Internet connection bandwidth of at least 256 kbit/s),
- 2) having an active e-mail,
- 3) having a web browser capable of displaying web pages: Mozilla Firefox, Google Chrome, Microsoft Edge.
- (2) If the Customer uses hardware and software that does not meet the technical requirements specified in the Rules and Regulations, the Seller does not guarantee the proper functioning of the Customer's Account and the possibility of making purchases in the Shop.
- (3) Costs arising from the use of the Internet by the Customer depending on the price list of the telecommunications operator or Internet access service provider used by the Customer. These costs and any other costs associated with providing the technical conditions referred to in sections 1 and 4 shall be borne by the Customer.
- (4) The Customer acknowledges that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Customer data by unauthorised persons, therefore Customers should use appropriate technical measures to minimise the aforementioned risks. In particular, they should:
- 1) use anti-virus and identity protection software when using the Internet.
- 2) use passwords to secure their account according to the security policy: min. 15 characters, including upper and lower case letters, numbers, and special characters.
- 3) protect access to their account by not providing login details to third parties.
- (5) The Customer has access to the Shop and the Customer Account 24 hours a day, every day of the year, however the Seller reserves the right to temporarily suspend the operation of the Shop or the Customer Account for maintenance reasons or for the need to update data or expand the technical base.
- (6) The Customer shall be liable for the acts or omissions of another entity that they allow to use the Customer Account for their own acts or omissions.
- (7) The Customer shall in particular:

- 1) refrain from any activity that could affect the proper functioning of the Shop, in particular from any interference in the contents of the Shop, technical elements,
- 2) use the Shop in a manner not burdensome for other Customers and the Seller,
- 3) not to provide or transmit content prohibited by law,
- 4) not to submit content that may cause disruption or damage to computer systems.
- (8) At the Seller's request prior to acceptance of the Order for execution the Customer is obliged to present a power of attorney document or to present current excerpts from the relevant register or register to confirm the conduct of the business and documents confirming the assignment of the business identification number, maintained by the relevant register for the business.

#### ELECTRONIC SERVICES OFFERED IN THE SHOP

- (1) The following services provided electronically by the Seller are available to Customers:
- 1) conclusion, modification, withdrawal from an Order via the Shop,
- 2) sending ordered commercial information, especially concerning the Products offered and Services provided by the Seller,
- 3) ongoing communication of the Seller with the Customer concerning the execution of the Order, including via the contact form,
- 4) providing the Customer with access to data on Order completion and Order history.

The Seller reserves the right to choose and change the type, forms, time, and manner of granting access to selected listed services, of which it will inform the Customers in an appropriate manner for the change of the Rules and Regulations.

§6

## LOGGING IN AND ACCESS TO THE CUSTOMER ACCOUNT

- (1) As a part of access to the Account, the Customer shall be able to track the status of Orders and the history of Orders already completed.
- (2) In order to log into the Account, the Customer should enter the website https://ratecard.pl/, and select the option "Login". In the Login field, the e-mail address provided during registration and the individual Password must be entered. The Customer's prior acceptance of the content of the Rules and Regulations of Registration and consent to the processing of personal data is a necessary condition for the registration of a Customer Account.

- (3) The acceptance of the Rules and Regulations and consent to the processing of personal data takes place by submitting an acceptance statement by ticking the appropriate boxes.
- (4) Correct completion of all steps indicated in paragraphs (2) and (3) will result in full access to a Customer Account.
- (5) The Customer undertakes to update the data provided in the event of change. The data available in the editing mode can be changed after logging into the Customer Account.
- (6) The registration and creation of a Customer Account are necessary for the Customer to place an Order in the Shop. The Customer Account service is provided free of charge for an unlimited period of time. The services provided electronically in the form of available Customer Account functionality are provided free of charge for an unlimited period of time. The Customer may withdraw from them at any time by ceasing to use the respective functionalities.

### TERMS OF TERMINATION OF THE E-SERVICE CONTRACT

- 1 The Customer may cancel the Customer Account service at any time and without giving any reason by sending such a request to the Seller at: ratecard@ie2023.pl. The submission of such a request by the Customer shall result in the termination of the agreement for the provision of the Customer Account service, deletion of the Customer Account, and deletion of the data stored in the Customer Account under the principles set forth in § 15 of the Terms and Conditions.
- (2) The Seller shall have the right to terminate and discontinue the provision of the Customer Account service with 14 days' notice, including in particular in the case of:
- 1) Breach of the Rules and Regulations by the Customer,
- 2) the Customer provides false, fictitious, or outdated data during registration,
- 3) use the Customer's Account for purposes not in accordance with its purpose or to the detriment of third parties,
- 4) hinder or destabilise the operation of the Shop,
- 5) the Customer fails to place any Order from his Account within a period of 5 months.
- (3) The Seller shall send the Customer a statement of termination of the Account service to the e-mail address provided by the Customer in the Registration Form.
- (4) the Agreement for the provision of the Customer's Account is terminated upon the expiry of the notice period, which results in the deletion of the Customer's Account in the Shop together with the deletion of the data stored in it.
- (5) The Seller is entitled to block access to a Customer's Account and services provided electronically at any time, if the Customer acts to the detriment of the Seller or other Customers, if the Customer

violates the law or the provisions of the Rules and Regulations, and also when blocking access to a Customer's Account and services provided electronically is justified by security reasons - in particular by breaking the security of the Shop's website by the Customer or other hacking activities. Blocking access to the Customer's Account and electronically provided services for the aforementioned reasons lasts for the period necessary to resolve the issue constituting the basis for blocking access to the Customer's Account and free services. The Seller shall notify the Customer of the blocking of access to the Customer's Account by e-mail to the e-mail address provided in the Registration Form.

§8

#### PLACING OF ORDERS AND SALES CONTRACTS OR RENTAL AGREEMENTS

- (1) The Customer may, via the Shop, order Products or Services presented in the Shop. The Customer hereby agrees that the visualisations of Products or Services placed in the Shop are for reference only and are intended to be as close as possible to the actual product. However, the possibility of differences in the visualisation in relation to the actual appearance of the Products or Services is reserved. The placing of an Order by the Customer shall not be tantamount to:
- 1) the incurring of a financial obligation by the Customer,
- 2) an obligation on the Seller to supply Products or Services to the Customer.
- (2) information contained on the website of the Shop does not constitute an offer by the Seller within the meaning of the Civil Code, but only an invitation to customers to place an order.
- (3) The Seller allows you to place Orders for a Product or Services presented in the Store 7 days a week, 24 hours a day.
- (4) The Customer placing an Order through the Store, completes the order by selecting the Product or Service in which they are interested in. The Product or Service is added to the Order by selecting "TO CART" under the given Product or Service presented on the Shop's website. Once the Customer has completed the entire Order and accepted the place of delivery in the "CART", they place the Order by sending the Order form to the Seller, and selecting the "BUY NOW" button on the Shop's website. The amount visible in the shopping cart in the summary of the Order indicates the total price for the selected Product or Service, including delivery costs as well as additional costs to be incurred in relation to the purchase of the Product or Service.
- (5) After the Customer has placed an Order, the availability of Products or Services shall be confirmed by the Seller in a separate correspondence with the Customer.

In the case of simultaneous placing of an Order for the same Product or Service by multiple Customers, it may happen that the selected Product or Service will not be available or in a different quantity than ordered by the Customer. In such a situation, the Seller shall prepare an individual offer for the Customer presenting it in a separate e-mail correspondence.

If the Seller presents a new offer to the Customer, the Customer may accept it, which is tantamount to agreeing to modify the Order placed in the Shop according to the agreed terms. In the case of a negative decision by the Customer, the Seller will cancel the Order placed by the Customer without any financial consequences.

- (8) Confirmation of the final terms of the Order by the Customer is tantamount to the placement of the Order and the Customer's expression of intent to conclude an agreement for the sale or rental of Products or Services in the number and for the price and on the terms specified in the Order and the Rules and Regulations (offer), subject to the content of paragraphs 6 and 7 above.
- (9) The Customer hereby accepts that Orders are executed in the order in which confirmed Orders are received until the stocks covered by such sale or rental are exhausted.
- (10) During the fulfilment of an Order, the Customer shall be notified each time by e-mail:
- 1) inability to carry out the Order for reasons beyond the Seller's control,
- 2) lack of a given Product or Service,
- 3) positive processing of the Order,
- 4) proforma issued allowing the Product or Services to be reserved for release on a specific date,
- 5) registration of payment,
- 6) issuance of an invoice,
- 7) date of collection of the Product or Service.

§9

## **PAYMENTS**

- (1) Prices of Products and Services presented in the Store are given in Polish zloty for Polish Customers and in euros for other Customers, together with information on whether the price is gross or net.
- (2) Prices include the cost of delivery and any additional costs arising from the sales contract or Product rental agreement and method of payment.
- (3) The Seller has the right to change prices of Products and Services, introduce and withdraw of Products and Services, discounts on individual Products and Services and carry out and cancel promotions.
- (4) Payment for ordered Products or Services shall be made by bank transfer to the Seller's account.

- (5) After the Seller sends the Order for fulfilment on the terms and conditions agreed with the Customer, a proforma invoice will be issued in two language versions, Polish and English, which will be sent to the Customer to the address indicated in the Registration Form.
- (6) Timely payment by the Customer shall initiate the execution of the Order aimed at delivery of Products or Services by the Seller.
- (7) In the event of non-payment by the Customer, the Seller shall cancel the Order placed by the Customer.
- (8) In the case of late payment by the Customer, the Customer must inform the Seller and obtain confirmation from the Seller that the Order to which the payment relates can be fulfilled.
- (9) in the event that the Customer has made a payment after the deadline and the Seller will not be able to complete the Order, the payment made by the Customer and the deposit, if any, will be returned by the Seller to the Customer's account specified in the Registration Form.
- (10) in the event that the partial fulfilment of the Order is for any reason not in accordance with the Customer's expectations, the Customer shall have the right to withdraw from the Order in its entirety by sending an e-mail to ratecard@ie2023.pl.
- (11) Completion of the Order shall be commenced after the funds are credited to the Seller's bank account.
- (12) The Customer is each time informed by the Seller via the website of the Shop about the time limit in which they are obliged to make payment for the Order in the amount resulting from the Order.
- (13) The proof of purchase is an invoice, which the Customer receives electronically. The invoice shall be issued by the 15th day of the month following the delivery of the Product or Service or the payment is made to the Seller's bank account.
- (14) The Customer authorises the Seller to issue an invoice without the Customer's signature and send it electronically to the e-mail address indicated by the Customer. The invoice will be issued in two language versions Polish and English.

## RENTAL AND DEPOSIT

- (1) The Seller, through the Shop, gives the opportunity to rent Products for a fee.
- (2) In order to use the possibility of rental, it is necessary for the Customer to have a Customer Account and to place an Order in accordance with the content of the Rules and Regulations.

- (3) The Product rented through the Shop is operational and non-life-threatening, efficient, fit for use as intended, and has been legally marketed on the territory of the Republic of Poland. The Seller shall deliver the ordered Products without any defects.
- (4) The rental period is predetermined by the Seller on the basis of the Order placed by the Customer in the Shop. Extension of the rental period is possible only with the consent of the Seller, after setting the terms of payment and payment to the bank account. The condition for the extension of the rental period is the submission of an additional Order by the Customer to ratecard@ie2023.pl.
- (5) The billing unit of the rental period is "one day" understood as a period of 24 hours counted from the time indicated in the Order.
- (6) For each started day of additional rental of the Product, a fee is charged according to the Price List indicated in the additional Order.
- (7) The rented Product shall be received and returned by the Customer at the location and times agreed upon with the Seller.
- (8) The Product shall be rented on the basis of a release protocol signed by both Parties, specifying in particular: the name of the rented Product, quantity, period, condition of the Product at the time of release, the amount of the deposit collected, signatures of both Parties.
- (9) Return of the Product shall be confirmed by drawing up a return protocol in which the Parties shall specify: the name of the returned Product, quantity, date of return, and condition of the returned Product.
- (10) The Seller reserves the right to collect a deposit from the Customer to secure claims for damage or loss of the Product.
- (11) The amount of the deposit is specified each time in the Order form and is calculated for each Product separately.
- (12) The Seller has the right to retain part of the deposit paid by the Customer when:
- 1) The Customer fails to return the rented Product. In this case, the Seller has the right to keep the deposit paid in full. This does not exclude the Seller's right to seek supplementary damages from the Customer up to the amount of the damage suffered by the Seller, not covered by the amount of the deposit kept by the Seller in full.
- 2) The Customer returns the damaged Product. In this case, the Seller will carry out an expert examination of the damage and repair at the Customer's expense, and the costs incurred will be deducted from the amount of the deposit paid by the Customer. If the deposit does not cover all the damages incurred by the Seller, the Seller has the right to issue an additional invoice for the conducted expertise and the required repair costs.
- 3) The Customer returns the Product that is incomplete. In such case, the Seller will assess the deficiencies, the value of which will be deducted from the deposit paid by the Customer.

- 4) The Customer returns a Product but the quantity is incomplete. In this case, the Seller will specify the deficiencies, and evaluate the loss, reducing proportionally the returned amount of the deposit paid by the Customer.
- 5) The Customer returns the Product after the deadline. In this case, the Seller will charge 20% of the amount calculated on the total value of the Order for each day of delay.
- 13. The deposit will be refunded within 7 days if the complete and undamaged Product is returned to the Seller within the time limit, and in cases referred to in paragraph 12:
- 1) in paragraph 12(2) (4) within 30 days from the date of return of the incomplete Product. The Purchaser reserves the right to extend the deadline depending on the time necessary for the expert opinion and the required repair costs.
- 2) in paragraph 12(5) within 15 days from the date of return of the Product at the end of the rental period.
- 14 If the Customer wishes to make a return after the deadline, it is necessary to confirm the new deadline with the Seller in advance by sending a request to ratecard@ie2023.pl. If the return of the Product is delayed through the fault of the Customer, the Seller is not obliged to accommodate the individual needs of the Customer.
- (15) The Customer shall not bear any additional costs if returning the Product on time was not possible through the fault of the Seller.
- (16) The Customer is obliged to return the Product the day after the end of the rental period.
- (17) The persons authorised to collect the Product being the subject of the lease are only the persons indicated by the Customer on the basis of the information provided to the Seller by 10 June 2023 through the Customer Account.
- (18) The basis for the release of the Product shall be the possession of an individual Order number.
- (19) The persons authorised to return the rented Product shall be exclusively the persons referred to in paragraph (17) above.
- (20) The moment the Product is released to the Customer, the benefits and burdens associated with the Product as well as the danger of accidental loss of or damage to the Product are transferred to the Customer. The Product shall be deemed to have been delivered to the Customer at the place selected by the Customer in the Order.
- (21) During the rental period, the Customer shall be materially liable for the rented Product, including any accessories attached thereto, in accordance with the provisions of civil law.
- (22) The Customer is obliged to use the rented Product in accordance with its intended use and to follow the instructions in the operating manual supplied with the rented Product.

- (23) The Customer is obliged to protect the rented Product against loss and damage. The Customer shall be liable for his own damage, as well as for damage caused to third parties and material damage caused by the use of the rented Product, in accordance with the provisions of civil law.
- (24) The Customer shall not under any circumstances be entitled to carry out independent repairs, markings, alterations, technological modifications, the imposition of locks, or additions to the Product with additional elements.
- (25) The Customer shall not be liable for wear and tear of the Product resulting from its normal use.
- (26) The Customer shall be liable for damage to the Product resulting from the Customer's fault, the fault of third parties, or improper operation under the terms of the law.
- (27) The Customer shall be liable for loss of the Product under the terms of the law.
- (28) In the case of a Product failure resulting from manufacturing defects, hidden defects, or other defects caused through no fault of the Customer, the Customer is obliged to immediately notify the Seller of this fact, and the Seller will provide the Customer with a working Product with parameters not worse than those indicated in the Order. If such defects are confirmed, the Seller shall reimburse the Customer for the rental fee for the period in which the use of the Product was impossible longer than 24 hours.

#### **DELIVERY**

- 1. The Seller delivers the Products presented in the Shop in the territory of the Republic of Poland only to official locations indicated by the Seller.
- 2. The ordered Products are delivered to the Customer via the Supplier to the address of the selected official location (media centres), where the collection of the Products will be possible during certain hours of their operation. The list of office locations and warehouses can be found on the Shop page.
- 3. The date of delivery or collection of the Product is agreed upon individually with the Customer.
- 4. When collecting the shipment with the Product delivered by the Seller, the Customer is obliged to inspect it, and if he found that during the delivery there was a loss or damage to the Product, he is obliged to take all actions necessary to determine the Seller's liability. The Customer should take care to write a proper protocol between the Customer and the Seller, in which he indicates the type of damage to the Product.
- 5. If a damaged Product is delivered, the Customer has the right to exchange it for a non-defective and undamaged Product with the same parameters, which the Seller is obliged to do within a reasonable time without undue inconvenience to the Customer. The costs of replacement and delivery

are borne by the Seller. In the event of unavailability of the Product, the Seller, instead of replacing the Product, will immediately provide the Customer with a refund of the funds paid by the Customer.

§12

### LIABILITY

- 1. The Seller is liable for non-performance or improper performance of its obligations only in the event of intentional damage and within the limits of the actual losses incurred by the Customer.
- 2. The Seller's liability is limited to the value of the Order in connection with which the damage occurred.
- 3. The Seller is not liable in particular for damages resulting from force majeure, culpable action or omission on the part of the Customer, culpable action of a third party for which the Seller is not responsible, the Customer's failure to comply with the technical requirements necessary for the proper functioning of the Shop's ICT system, inability to access the Shop resulting from reasons beyond the Seller's control, improper use of the Shop by the Customer, including use in a manner contrary to the Regulations, applicable law, decency, technical break in the functioning of the Shop, loss of data by the Customer as a result of external factors or other circumstances beyond the Seller's control.
- 4. The Customer bears full responsibility for any consequences resulting from improper or inconsistent with the Regulations placing the Order by the Customer, including the indication of incorrect data in the Registration Form.
- 5. The Seller is not responsible for the functioning of the GSM, LTE, Internet or other similar networks used in the implementation of the Order, for individual settings of telephones, computers or other end devices used by the Customer to contact the Seller.

§13

## **COMPLAINTS**

- (1) Any complaints related to the Product or Service may be submitted by the Customer to the Seller in writing to the e-mail address ratecard@ie2023.pl with the Order number and the note "Complaint" in the subject line or via the Complaint Form available on the Shop's website at https://ratecard.ie2023.com
- (2) The complaint should contain the Customer's data provided as part of the registration process and indicate in the Complaint Form, the date and number of the Order, a description of the subject of the complaint, and its justification. A document confirming the transfer or an invoice must be attached to

the complaint. Complaints submitted by the Customer without the sales document attached will not be considered.

- (3) The Parties are obliged to cooperate in the exercise of the complaint rights, in particular, to ensure access to the complained Products, to submit all necessary documents, and to enable the selected method of redressing the complaint.
- (4) Under pain of losing the right under the warranty, the Customer is obliged to: examine the Product in terms of quantity and quality upon receipt, in the event of detecting a defect in the Product, notify the Seller of this fact immediately, no later than within 2 days from the date of detecting the defect. Failure to submit a complaint within the time limits provided for in the Regulations or failure to provide the results of the required documents in the loss of any claims by the Customer against the Seller.
- (5) The Customer may also submit complaints to the Seller regarding non-performance or improper performance of the Services.
- (6) In addition to the rights described in this paragraph, the Customer shall have all other rights under mandatory provisions of law.
- (7) If the Customer discovers a defect in the Product, provided that it is used properly by the Customer, the Customer has the right to exchange it for a defect-free and undamaged Product with the same parameters after the Customer reports the defect in the Product in the manner described in this paragraph, using the Complaint Form, which the Seller is obliged to do within a reasonable time without undue inconvenience for the Customer. The costs of replacement and delivery shall be borne by the Seller. In the case of unavailability of the Product, the Seller, instead of replacing the Product, shall immediately provide the Customer with a refund of the money paid by the Customer.
- (8) In order to clarify any doubts regarding complaints, the Seller may contact the Customer through the method of communication provided by the Customer.
- (9) Complaints will be dealt with within 30 days. In justified cases, the Company may extend the deadline for consideration of the complaint by the additional time necessary to consider the complaint, however, not longer than 30 days, of which the Customer making the complaint will be informed.

(10) The Products may be covered by a guarantee provided by the manufacturer of the Product.

\$14

### REPORTING A THREAT OR VIOLATION OF RIGHTS

1. If the Customer or another person or entity decides that the content published on the Shop's website violates the law, personal rights, good manners, feelings, morality, beliefs, principles of fair

competition, know-how, a secret protected by law or under an obligation, you must immediately notify the Seller of a potential breach.

- 2. The Seller, notified of a potential violation, immediately takes action to remove the content that caused the violation from the Shop's website.
- 3. Any security breaches related to access to the Shop classified as intentional or unintentional actions of the Customer or third parties will be recorded in the event log kept by the Seller.
- 4. In the event of detecting a threat, the Seller is obliged to take appropriate preventive steps, as well as in the event of identifying a crime, to notify the relevant external authorities.

§15

### ADDRESSES AND CONTACT

- 1. The Customer's address for correspondence is the address, including the e-mail address, indicated during the registration of the Customer Account.
- 2. The Customer informs the Seller about the change of address immediately.
- 3. A change of address, registered office, or company does not constitute a change of the Order.
- 4. The Customer confirms that all correspondence related to the Order, including notifications, summons, and invoices, should be sent to the address indicated during registration.
- 5. In the absence of notification of a change of address, delivery to the address indicated during registration is deemed effective.
- 6. In the event of failure to pick up correspondence or refusal to accept it at the indicated address, delivery is deemed effective after 21 days from the date of posting, regardless of the reason for failure to pick up.
- 7. Any questions or comments regarding the functioning of the Shop may be sent by the Customer via e-mail to the address ratecard@ie2023.pl.
- 8. The Seller will respond to the question or comment within 7 working days from its date receipt.
- 9. The Seller is not responsible for the functioning of the GSM, LTE, Internet, or other similar networks used in the implementation of the Order, for individual settings of telephones, computers, or other terminal devices used by the Customer to contact the Seller.

\$16

PRIVACY POLICY

- 1. The Data Controller of personal data collected via the Shop is the Company; e-mail address of the Data Protection Officer: iod@ie2023.pl; hereinafter referred to as "Controller.
- 2. Personal data collected by the Controller via the Shop are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repeal of Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as RODO and the Personal Data Protection Act of May 10, 2018.
- 3. The Controller processes the following categories of user's personal data (Type of personal data processed and scope of data collection):
- 1) name and surname,
- 2) e-mail address,
- 3) telephone number,
- 4) address,
- 5) other contact details.
- 4. The Controller processes personal data via the Shop in order to complete the registration and communication process for platform users, and in particular to store the Customer's personal data in the database (Purpose of personal data processing and legal basis).
- 5. Personal data of users are stored by the Controller (Period of archiving personal data):
- 1) if the basis for data processing is the performance of the contract, as long as it is necessary to perform the task, and after that time for a period corresponding to the period of limitation of claims. Unless a special provision provides otherwise, the limitation period is six years, and for claims for periodic benefits and claims related to running a business three years.
- 2) if the basis for data processing is consent, as long as the consent is not revoked, and after revoking the consent for a period of time corresponding to the period of limitation of claims that may be raised by the Controller and which may be raised against him. Unless a special provision provides otherwise, the limitation period is six years, and for claims for periodic benefits and claims related to running a business three years.
- 6. When using the Shop, additional information may be downloaded, in particular: the IP address assigned to the user's computer or the external IP address of the Internet provider, domain name, browser type, access time, and operating system type.
- 7. Navigational data may also be collected from users, including information about links and references that they decide to click or other activities are undertaken on the Shop's platform. The legal basis for this type of activity is the legitimate interest of the Controller (Article 6(1)(f) of RODO), consisting in facilitating the use of services provided electronically and improving the functionality of these services. Providing personal data by the user is voluntary.

- 8. Personal data may also be processed in an automated manner in the form of profiling, provided that the user agrees to it pursuant to Art. 6(1)(a) of RODO. The consequence of profiling will be assigning a profile to a given person in order to make decisions concerning them or to analyse or predict their preferences, behaviours, and attitudes.
- 9. The Controller takes special care to protect the interests of data subjects, and in particular ensures that the data collected by them are:
- 1) processed in accordance with the law,
- 2) collected for specified, lawful purposes and not subjected to further processing inconsistent with these purposes,
- 3) factually correct and adequate in relation to the purposes for which they are processed and stored in a form that allows the identification of the persons they concern, no longer than it is necessary to achieve the purpose of processing.
- 10. Users' personal data may be transferred to service providers used by the Controller when running the Shop platform. Service providers to whom personal data are transferred, depending on contractual arrangements and circumstances, or are subject to the Controller's instructions as to the purposes and methods of data processing (processors) or independently determine the purposes and methods of their processing (controllers) (Sharing of personal data).
- 11. Users' personal data is stored only within the European Economic Area (EEA).
- 12. The data subject has the right to access their personal data and the right to rectify, delete, and limit processing, the right to transfer data, the right to raise objections, the right to withdraw consent at any time without affecting the lawfulness of processing, which was made on the basis of consent before its withdrawal (Right to control, access to the content of your own data and correct them).
- 13. Legal grounds for the user's request:
- 1) access to data Art. 15 RODO,
- 2) rectification of data Art. 16 RODO,
- 3) erasure of data (the so-called right to be forgotten) Art. 17 RODO,
- 4) limitation of processing Art. 18 RODO,
- 5) data portability Art. 20 RODO,
- 6) objection Art. 21 RODO,
- 7) withdrawal of consent Art. 7(3) RODO.
- 14. In order to exercise the rights referred to in point 13, you can send a relevant e-mail to the following address: iod@ie2023.pl.
- 15. In the event that the user has the right resulting from the above rights, the Controller fulfils the request or refuses to comply with it immediately, but not later than within a month after receiving it. However, if due to the complicated nature of the request or the number of requests the Controller

will not be able to meet the request within a month, he will meet them within the next two months informing the user in advance within one month of receiving the request - about the intended extension of the deadline and its reasons.

- 16. If it is found that the processing of personal data violates the provisions of RODO, the data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection.
- 17. The Controller's website uses "cookies".
- 18. The installation of "cookies" is necessary for the proper provision of services on the website. "Cookies" contain information necessary for the proper functioning of the website, and they also give the opportunity to develop general statistics about the website.
- 19. The website uses two types of "cookies" session and permanent:
- 1) "session" cookies are temporary files that are stored on the user's end device until logging out (leaving the website).
- 2) "permanent" "cookies" are stored in the user's end device for the time specified in the parameters of "cookies" or until they are deleted by the user.
- 20. The Controller uses its own cookies to better understand how the user interacts with the content of the website. The files collect information about the way the user uses the website, the type of website from which the user was redirected, and the number of visits and time of the user's visit to the website. This information does not record specific personal data of the user but is used to compile statistics.
- 21. The user has the right to decide on the access of "cookies" to his computer by selecting them in advance in his browser window. Detailed information on the possibilities and ways of handling "cookies" are available in the software (web browser) settings.
- 22. The Controller uses technical and organisational measures to ensure the protection of processed personal data appropriate to the threats and categories of data protected and in particular protects data against unauthorised access, removal by an unauthorised person, processing in violation of applicable regulations, and change, loss, damage or destruction.
- 23. The Controller provides appropriate technical measures to prevent the acquisition and modification by unauthorised persons of personal data sent electronically.

\$17

#### FINAL PROVISIONS

1. In matters not covered by the Rules and Regulations, the provisions of Polish law shall apply, in particular the Act of April 23, 1964 - Civil Code (Polish Journal of Laws of 2016 No. 16, item 380,

as amended), the Act of July 18, 2002, on the provision of electronic services (Polish Journal of Laws of 2020, item 344, as amended) and RODO (Polish GDPR).

2. In the event of any change to the Rules and Regulations, Customers who have an account with the Shop will be informed about it via the e-mail address used to log in to the Customer Account.