

## WEB PORTAL TERMS AND CONDITIONS

### DEFINITIONS

#### § 1

1. **Administrator** – a commercial law limited company under the business name of CINKCIARZ.PL Sp. z o.o. with its registered office in Zielona Góra, at ul. Sienkiewicza 9, 65-001 Zielona Góra, entered into the Register of Entrepreneurs kept by the District Court in Zielona Góra, VIII Commercial Division of the National Court Register under the number KRS 0000364722, share capital PLN 23,263,500, VAT ID No: 9291830388, e-mail address: [kontakt@cinkciarz.pl](mailto:kontakt@cinkciarz.pl).
2. **Corporate Group** – Companies related by shareholding to Cinkciarz.pl Sp. z o.o., where the holding company is CONOTOXIA HOLDING Sp. z o.o.
3. **Account** – a part of Web Portal made available on an individual basis to the User by Administrator serving to use the Services and aggregating information on the User's activities within the framework of Web Portal; the Account is available to the User following registration at Web Portal and the User's entering of the login together with the password.
4. **Web Portal** – a website administered by the Administrator within the framework of which the entities of the Corporate Group offer the Services, maintained by the Administrator in the CINKCIARZ.PL and CONOTOXIA.COM domains.
5. **Payable Service Terms and Conditions** – Terms and Conditions, separate from these Terms and Conditions, specifying the principles of providing the Payable Services.
6. **Contents** – all, as originating from Administrator, information, data, contents, elements, materials, algorithms, diagrams, works, designations, logos, names, signs, symbols, descriptions and photographs, irrespective of their character, format and method of recording or representation.
7. **Services** – services of access to the contents and other services provided via electronic means by Administrator, as well as the Payable Services, provided by the entities of the Corporate Group within the framework of Web Portal, as stipulated in the Terms and Conditions and relevant Payable Service Terms and Conditions.
8. **Payable Services** – payable services provided under separate regulations by the entities of the Corporate Group, such as currency exchange services and payment services, as well as related supplementary services offered at Web Portal. The list of the Payable Services as currently available at Web Portal can be found [here](#).
9. **User** – a natural person who has full or limited legal capacity, a legal person or unincorporated entity with statutory legal capacity, who has registered at Web Portal, which has resulted in an Account created for the same, enabling access to all Services provided within the framework of Web Portal in line with the principles as defined in the Terms and Conditions. If the User is not a natural person, it is admitted to be represented by an agent authorized to represent the User in the light of the law in force.

## GENERAL PROVISIONS

### § 2

1. These Web Portal Terms and Conditions (hereinafter referred to as "the Terms and Conditions") define the general principles for providing the Services at Web Portal and the User's using of Web Portal.
2. Administrator provides the Services by electronic means according to the Terms and Conditions. The Payable Services are provided in line with the relevant Payable Service Terms and Conditions.
3. The User may contact Administrator in a way specified in the Contact tab at Web Portal.
4. The User must not deliver to Web Portal any contents of illegal nature.
5. Web Portal may contain active links enabling the Users' direct access to other websites administered by Administrator or by other entities. In case of links referring to other entities' websites, Administrator reserves that it has no influence upon the privacy policies as managed by their administrators nor the contents contained therein. Administrator recommends that prior to using the resources offered by them, the User should familiarize itself with the document pertaining to the privacy policy, if made available, the regulations for provision of the services identified there, and in default of these documents, contact the administrator of a given website in order to obtain information in this respect.

## REGISTRATION OF THE USER

### § 3

1. In order to use the Services, it is necessary to register the Account and familiarize oneself and accept the Terms and Conditions.
2. The registration includes the User's filling out the registration form placed at Web Portal, by means of the following:
  - marking of the account type: private account, corporate account,
  - establishing the User's name (the User's e-mail) and password (a password must contain 8 to 15 characters, a minimum of one digit, one lowercase letter and one uppercase letter),
  - marking of the country of residence,
3. The Registration requires familiarizing oneself carefully with the Terms and Conditions and marking on the registration form the statement that the User has become familiar with the Terms and Conditions and accepts all its provisions.
4. The registration process is concluded by receiving a message generated automatically by Web Portal and sent to the User's e-mail address and activating the Account by clicking the link contained in this message.

## **CONCLUDING CONTRACTS FOR PROVISION OF REMOTE SERVICES, BLOCKING AND DISABLING ACCESS TO THE ACCOUNT**

### **§ 5**

1. Upon enabling the User to access the Account, a contract between Administrator, and the User is concluded, for an unlimited period of time, for provision of the services by electronic means, regarding the Account.
2. The Payable Services offered via Web Portal are available only for registered Users.
3. Using the functionalities of Web Portal is free. A list of the Payable Services together with the amounts of fees is available [here](#).
4. Administrator or another entity of the Corporate Group, no later than immediately prior to using the Payable Services, informs the User of the accepted payment methods, payment dates, total price and all additional charges, as well as of additional payment costs.
5. Upon the User's application, Administrator:
  - a. will block its Account and disable using the Services on a temporary basis,
  - b. will remove the Account and the data saved therein, which will result in permanent disability of the use of the Services, only in case the User has not used any of the Services, and if an obligation to keep the same does not arise from provisions of the law.
6. The means as referred to above will be agreed with the User every time.

## **OBLIGATION OF THE USER**

### **§ 6**

1. The User's obligation is to ensure accuracy and validity of data entered.
2. Administrator is authorized to refuse provision of the Services to a User who has not fulfilled the obligation, as referred to above.
3. Administrator is entitled to contact the User in order to inform about the necessity of completing or updating User data in the scope required to provide Payable Services.
4. The User is obliged to protect the Account's logging data against third persons' unauthorized access. In case of an unauthorized third person's coming into possession of the data enabling his/her logging into Web Portal or even upon suspicion of such a situation, the User should immediately change the password and notify Administrator of the fact. The User acknowledges that Administrator will by no means demand that the password be conveyed in any other method than via the Account at Web Portal.

## **TOOLS OR ANCILLARY SERVICES**

### **§ 7**

1. The User may express its consent, by marking the appropriate option in the Account, in the "Twój profil" ("Your Profile")/"Ustawienia powiadomień" ("Notification Settings") tab, to receiving from Administrator trading information within the meaning of Article 10 Section 2 of the Act on Providing

Services by Electronic Means to the User's e-mail address or the User's mobile phone number, as identified in the User's Account.

2. Administrator may, to the User's e-mail address or the User's mobile phone number, as identified in the Account, following the User's prior consent, send current information (newsletter) regarding new products, the status of the Services as ordered, and general information on Administrator. The "Newsletter" or other mail from Administrator will include, as follows: information on the sender, the field "subject" filled in defining the contents of the mail and information on the method of cancelling the Services or changing their parameters (e.g. the User's e-mail address).

## **TECHNICAL REQUIREMENTS OF USING WEB PORTAL**

### **§ 8**

1. In order to use the Services properly, the User should have a computer with access to the Internet equipped with a web browser supporting SSL-encrypted connections, supporting cookies files, the newest versions of JavaScript applications and an active and correctly configured electronic mail account.
2. Due to technological developments, the abovementioned technical requirements may change. In particular, in place of the existing software, its higher or updated versions may be introduced. A change with respect to the abovementioned requirements is not considered as a change of the Terms and Conditions, however all changes of this type will be clearly communicated at Web Portal in a way to enable the Users to establish the scope of the changes.

## **VIOLATIONS**

### **§9**

1. All activities are prohibited which are not directly allowed by the Terms and Conditions, and in particular:
  - activities which may destabilize the operation of Web Portal or obstruct access thereto,
  - posting spam or unsolicited trading information,
  - using viruses, bots, worms or other computer codes, files or programs (particularly ones automating the processes of scripts and applications or other codes, files or tools),
  - supplying or conveying contents which are prohibited by law, e.g. contents promoting violence, defamatory or infringing personal interests and other third party rights,
  - using all contents published within the framework of Web Portal in a way different than solely for one's personal use,
  - using Web Portal in a way inconsistent with the provisions of law as generally applicable in the territory of the Polish Republic, as well as the provisions of these Terms and Conditions and the general rules of using the Internet, as well as undertaking other actions to the detriment of Administrator, other entities of the Corporate Group or its partners, or threatening their rights or interests.

2. Administrator has the right to refuse electronic services regarding the Account, block User Account or terminate a contract for provision of these services, in the following cases:
  - providing false, incomplete personal data or failing to disclose data if processing the same is necessary due to the mode of operation of the communication and information system enabling provision of services by electronic means,
  - reported instances of destroying, damaging, removing, altering or obstructing access to the data contained at Web Portal by the User or the User causing disturbance or other circumstances making it impossible to automatically process, accumulate or transfer such data,
  - having established that the User's activities have endangered the security of Web Portal, i.e. undertaking activities classified as money laundering within the meaning of the Act of 16 November 2000 on counteracting money laundering and terrorism financing or attempting to deceive the information system of Administrator, or attempting to apply hacking techniques.
3. Administrator will inform the User of the refusal of electronic services regarding the Account or termination of the contract and will provide appropriate reasons therefor. A contract is terminated upon seven days' notice.
4. Irrespective of the provisions of Sections 2 and 3 above, the relevant Payable Service Terms and Conditions provide for the grounds and mode of refusal of Payable Services, termination of a contract for such service, and may provide for additional grounds for the Administrator's refusal of electronic services regarding the Account or termination of a contract for such services.
5. In the case of using the Web Portal for purposes other than those provided by the Web Portal by the User as a consumer, in accordance with the Terms and Conditions, Administrator has the right to block the User's Account.

## **COMPLAINTS**

### **§ 10**

1. Complaints concerning the provision of Payable Services are considered in accordance with the mode and on the terms and conditions set forth in the Terms and Conditions of Payable Services.

## **AVAILABILITY AND CONTENTS**

### **§ 11**

1. Web Portal is available for the Users for 24h (twenty four hours) a day for 7 (seven) days a week, subject to the periods of temporary unavailability of Web Portal, caused by necessary maintenance breaks regarding Web Portal.
2. The contents of Web Portal are exclusively of an informative character. Administrator will use its best efforts so that the information contained therein should be provided in a reliable manner. The User acknowledges that the Contents, including, for instance, advice and tips, will not replace advice or tips of an expert or another competent person following a detailed analysis of a given case.

Responsibility for the Contents placed at Web Portal is taken solely by the authors of these Contents.

3. Using the Contents placed at Web Portal does not mean the Users' acquisition of any rights to intangible property of the works, databases or other elements protected by intellectual property rights as contained at Web Portal, made available exclusively within the scope of the User's use of Web Portal.
4. All intellectual property rights to Web Portal, its name, Contents, IT solutions and databases are subject to legal protection to the benefit of Administrator.

## **PERSONAL DATA**

### **§ 12**

1. The Administrator of the personal data provided by the User within the Account registration process is Administrator.
2. The data will be processed for the purpose of providing the service of holding the Account, as well as – subject to the User's separate consent – for electronic marketing purposes. The data may be made available by CINKCIARZ.PL to the entities of the Corporate Group in order to render the Payable Services.
3. The User's personal data may be made available by Administrator to entities from the Capital Group for the purpose of providing Payable Services upon the User's consent.
4. Providing the data is voluntary. The User has the right to access the contents of its Data and correct them.
5. The personal data provided by the Users are collected and processed by Administrator in accordance with the applicable law and in line with the Privacy Policy available [here](#), which the User may acquire, record using a communication and information system, as used the website Cinkciarz.pl. In case provision of other data than the abovementioned is required for the fulfilment by Administrator of the obligations resulting from the provisions of the law, Administrator calls upon the User by electronic mail to the User's e-mail address to transfer such data. In case of failure to transfer the data, within the time limit as defined by Administrator, Administrator is entitled to block the User's Account, as well as to exercise other rights provided in the Terms and Conditions.

## **FINAL PROVISIONS**

### **§ 13**

1. The provisions of these Terms and Conditions enter into force following 14 days of publishing the contents of the Terms and Conditions at Web Portal. The Users will be informed additionally of the effective date of the Terms and Conditions to the Users' e-mail addresses.
2. To orders placed by the User prior to the effective date of these Terms and Conditions, the provisions of the previous version of the Terms and Conditions apply. The previous version of the Terms and Conditions is available at Web Portal.

3. Administrator is entitled to change the Terms and Conditions if this is necessary to add new functionalities or launch a new version of the Portal, as well as in case of a change of the applicable laws. All changes will occur within a scope, as appropriate, and the Users will be informed of the same at least 14 days prior to the date of entering the Terms and Conditions into force at the Portal, as well as to their e-mail addresses. The User who does not agree to the changes, is authorized to terminate the contract with immediate effect.
4. The User has the right to terminate the contract for provision of the Account-related services. In case the User used the Payable Services, termination of the contract for provision of electronic services regarding the Account is equivalent to termination of the contract for the Payable Services, unless otherwise stated in the Payable Service Terms and Conditions. The contract will terminate upon settlement of all amounts due related to the Payable Service. Upon termination of the contract, the User's Account will be removed, which results in the User's inability to continue using the Services.
5. In case of the User's death, the provisions of the Civil Code of 23 April 1964 apply.
6. In case of alteration or invalidations of any of the provisions of these Terms and Conditions by means of a decision of a competent authority or court, the remaining provisions remain in full force and effect and bind Administrator and the Customer.
7. As regards issues not settled in these Terms and Conditions, the provisions of the Civil Code Act of 23 April 1964, as well as other generally applicable provisions, are in force.
8. The governing law with respect to the resolution of all disputes connected with the Terms and Conditions is the Polish law. These disputes will be resolved by the competent general court of local jurisdiction. In case of the Users not being consumers within the meaning of Article 22<sup>1</sup> of the Civil Code, the court is competent which has jurisdiction over the registered office of Administrator.
9. A contract is concluded with the User based on the Terms and Conditions in the Polish language and only the Polish-language version of the Terms and Conditions is binding, whereas other language versions of the Terms and Conditions are exclusively of an informative character. The language used in the relationships with User is the Polish language.
10. Based on the Regulation (EU) No 524/2013 of the European Parliament and of the **Council** of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, we inform that at the address <http://ec.europa.eu/consumers/odr> a platform is available for online resolution of disputes between consumers and entrepreneurs at the EU level (an ODR platform). The ODR platform comprises a website offering one-stop service for consumers and entrepreneurs pursuing an extrajudicial resolution of a dispute regarding contractual obligations resulting from an online contract for sale or contract for provision of services.
11. The Terms and Conditions enter into force on 22.12.2017.