

## WEB PORTAL TERMS AND CONDITIONS

### DEFINITIONS

#### § 1

- 1. The Administrator** – a limited commercial company under the following business name: CINKCIARZ.PL Sp. z o.o., with its seat in Zielona Gora, at ul. Sienkiewicza 9, 65-001 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000364722, with share capital in the amount of PLN 23,263,500 (twenty-three million, two hundred sixty-three thousand, five hundred zloty), VAT ID No: 9291830388, email 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 the Administrator serving the usage of the Services and aggregating information on the User's activities within the framework of the Web Portal; the Account is available to the User following registration on the Web Portal and the User entering a personal login and password.
- 4. Web Portal** – a website administered by the Administrator within the framework of which the entities of the Corporate Group offer Services, and is maintained by the Administrator at the domains, CINKCIARZ.PL and CONOTOXIA.COM.
- 5. Payable Service Terms and Conditions** – Terms and Conditions, that are separate from these Terms and Conditions, specifying the principles of providing Payable Services.
- 6. Content** – all information, data, content, elements, materials, algorithms, diagrams, works, designations, logos, names, signs, symbols, descriptions and photographs, irrespective of their character, format or method of recording or representation that originates from the Administrator.
- 7. Services** – services that provide access to content as well as other services that are provided via electronic means by the Administrator, as well as Payable Services, provided by the entities of the Corporate Group within the framework of the Web Portal, as stipulated in the Terms and Conditions and relevant Payable Service Terms and Conditions.
- 8. Payable Services** – payable services that are 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 the Web Portal. The list of Payable Services that are currently available on the 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 the Web Portal which is 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 enforcement of the law.

### GENERAL PROVISIONS

#### § 2

- 1.** These Web Portal Terms and Conditions (hereinafter referred to as "Terms and Conditions") define the general principles for providing the Services on the Web Portal and the User's usage of the Web Portal.

2. The Administrator provides the Services by electronic means according to the Terms and Conditions. The Payable Services that are provided are in line with the relevant Payable Service Terms and Conditions.
3. The User may contact the Administrator in ways that are specified in the Contact tab on the Web Portal.
4. The User must not deliver any content of an illegal nature to the Web Portal.
5. The Web Portal may contain active links enabling the Users' direct access to other websites administered by the Administrator or by other entities. In the case of links referring to other entities' websites, the Administrator reserves that it has no influence upon the privacy policies managed by the Administrators of other sites nor the content contained therein. The Administrator recommends that prior to using the resources offered by them, the User should familiarize itself with a document pertaining to the privacy policy, if made available, and the regulations for the provision of any service identified, and in default of these documents, contact the Administrator of the 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 an Account and familiarize oneself as well as accept the Terms and Conditions.
2. The registration includes the User completing the registration form placed on the Web Portal by means of the following:
  - establishing the account type: private account, corporate account,
  - establishing the User name (the User's email) and password (passwords must contain 8 to 15 characters, a minimum of one digit, one lowercase letter and one uppercase letter),
  - identifying the country of residence,
3. Registering requires oneself to carefully familiarize oneself with the Terms and Conditions and agreeing that the User has become familiar on the registration form on the statement containing the Terms and Conditions and hereby accepts all its provisions.
4. The registration process is concluded by receiving a an automatically generated message from the Web Portal that is then sent to the User's email address which can then activate the Account by clicking the link contained in said message.

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

#### **§ 4**

1. Upon authorizing a User to access an Account, a contract between the Administrator and the User must be concluded for an indefinite period of time for the provision of services by electronic means, regarding the Account.
2. The Payable Services offered via the Web Portal are available only for registered Users.
3. Using the functions of the Web Portal is free. A list of the Payable Services, together with the fee table is available [here](#).
4. The Administrator or another entity of the Corporate Group, no later than immediately prior to using the Payable Services, inform the User of the accepted payment methods, payment dates, total price and all additional charges, as well as additional payment costs.

5. Upon the User's application, the Administrator:
6. will block the Account and disable usage of the Services temporarily basis,
7. will remove the Account and the data saved therein, which will result in permanent disability of the use of the Services, only in the case of the User not using any of the Services, and if an obligation to keep the same does not arise from provisions of the law.
8. The means as referred to above will be agreed with the User every time.

## **OBLIGATION OF THE USER**

### **§ 5**

1. The User is obligated to ensure the accuracy and validity of data entered.
2. The Administrator is authorized to refuse provision of the Services to a User who has not fulfilled the obligation, as referred to above.
3. The 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 the Administrator of the fact. The User acknowledges that the 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**

### **§ 6**

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 receive trading information from the Administrator within the meaning of Article 10 Section 2 of the Act on Providing Services by Electronic Means to the User's email address or the User's mobile phone number, as identified in the User's Account.
2. The Administrator may, to the User's email 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 about the Administrator. The "Newsletter" or other mail from the Administrator will include, as follows: information about the sender, the field "subject" filled in defining the contents of the mail and information on the method of canceling the Services or changing their parameters (e.g. the User's email address).

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

### **§ 7**

1. In order to use the Services properly, the User should have a computer with access to the Internet as well as be 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 aforementioned 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 aforementioned requirements is not considered as a change of the Terms and Conditions, however, all changes of this type will be clearly communicated on the Web Portal in a way that will enable the Users to establish the scope of the changes.

## **VIOLATIONS**

### **§ 8**

1. All activities are prohibited which are not directly allowed by the Terms and Conditions, and in particular:
  1. activities which may destabilize the operation of the Web Portal or obstruct access thereto,
  2. posting spam or unsolicited trading information,
  3. using viruses, bots, worms or other computer codes, files or programs (particularly those that automate the processes of scripts and applications or other codes, files or tools),
  4. supplying or conveying contents which are prohibited by law, e.g. contents promoting violence, defamatory or infringing personal interests and other third party rights,
  5. using all contents published within the framework of the Web Portal in a way that differs from sole personal use,
  6. using the Web Portal in a way that is inconsistent with the provisions of law as generally applicable in the territory Poland, 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 the Administrator, other entities of the Corporate Group or its partners, or threatening their rights or interests.
2. The Administrator has the right to refuse electronic services regarding the Account, block User Accounts or terminate any contract for the provision of these services, including but not limited to the following cases:
  1. providing false and/or incomplete personal data or failing to disclose data if processing data is necessary due to the method of communication and information systems enabling the provision of services by electronic means,
  2. reported instances of destroying, damaging, removing, altering or obstructing access to the data contained on the Web Portal by the User or if the User causes any disturbance or any other circumstances making it impossible to automatically process, accumulate or transfer such data,
  3. having established that the User's activities have endangered the security of the 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 the Administrator, or attempting to apply hacking techniques.
3. The Administrator will inform the User of the refusal of electronic services regarding the Account or of the 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 the refusal of Payable Services, the termination of a contract for such service, and may provide additional grounds for the refusal of electronic services regarding the Account by the Administrator or the 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, the Administrator has the right to block the User's Account.

## **COMPLAINTS**

### **§ 9**

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

## **AVAILABILITY AND CONTENTS**

### **§ 10**

1. The Web Portal is available for Users 24h (twenty-four hours) a day for 7 (seven) days a week, and are subject to the periods of temporary unavailability of the Web Portal, hereby caused by necessary maintenance breaks regarding the Web Portal.
2. The contents of the Web Portal are exclusively that of an informative nature. The Administrator will use its best effort to ensure that the information contained therein is provided in a reliable and current manner. The User acknowledges that the Contents, including, for instance, advice and tips, will not replace the advice or tips of an expert or another competent person following the detailed analysis of a given case. The responsibility for the Contents that are placed on the Web Portal is taken solely by the authors of these Contents.
3. Using the Contents placed on the Web Portal does not entitle the User of any rights to intangible property of the works, databases or other elements protected by intellectual property rights as contained at the Web Portal, made available exclusively within the scope of the User's usage of the Web Portal.
4. All intellectual property rights to the Web Portal, its name, Contents, IT solutions and/or databases are subject to legal protection to the benefit of the Administrator.

## **PERSONAL DATA**

### **§ 11**

5. The Administrator of the personal data provided by the User within the Account registration process is the Administrator.
6. The personal data provided by the Users is collected and processed by the 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 by Web Portal Cinkciarz.pl.

## **FINAL PROVISIONS**

### **§ 12**

1. The provisions of these Terms and Conditions are enforced following 14 days of publishing the contents of the Terms and Conditions on the Web Portal. The Users will be informed additionally of the effective date of the Terms and Conditions via the Users' email addresses.
2. Regarding 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 on the Web Portal.
3. The 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 an appropriate scope of time, 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 on the Web Portal, as well as to their email addresses. The User who does not agree to the changes is authorized to terminate the contract effective immediately.

4. The User has the right to terminate the contract for the provision of Account related services. In the case that the User has used the Payable Services, termination of the contract for the provision of electronic services regarding the Account is equivalent to the 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 the 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 enforced.
8. The governing law with respect to the resolution of all disputes connected with the Terms and Conditions is 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, of the Civil Code, the court is competent and has jurisdiction over the registered office of the 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 for informational purposes. The language used in relation to 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 platform address is <http://ec.europa.eu/consumers/odr> and 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 a 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 the provision of services.
11. The Terms and Conditions will be enforced on 20.12.2018.