

TERMS AND CONDITIONS OF THE WEBSITE

www.velapi.pl

1. GENERAL

- 1.1. These Terms and Conditions define the rules for the functioning of the Website www.velapi.pl, including the provision of services by electronic means, as well as the rights and obligations of the Provider and Users.
- 1.2. By using the Website, the User undertakes to comply with these Terms and Conditions.
- 1.3. The terms used herein shall have the following meanings:
 - 1) **"Supplier"** means Damian Rogowski conducting business activity under the business name "Velapi - Damian Rogowski", NIP 7010919406, REGON 383081148, Krańcowa 63 lok. 47, 02-493 Warsaw.
 - 2) **"Business Day"** means any day falling from Monday to Friday, excluding public holidays in the territory of the Republic of Poland.
 - 3) **"Personal Data Protection Policy"** means the personal data protection policy applicable on the Website.
 - 4) **"Terms and Conditions"** means these Terms and Conditions.
 - 5) **"GDPR"** means 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) (OJ L 119 of 2016, p. 1).
 - 6) **"Website"** means the www.velapi.pl website with all subpages and the content placed on them.
 - 7) **"Agreement"** means any agreement for the provision of Services provided by electronic means concluded between the Provider and the User in connection with the operation of the Website.
 - 8) **"Services provided by electronic means"** means services provided by electronic means within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (i.e. Journal of Laws No. of 2020, item 344).
 - 9) **"User"** means any user of the Site.

2. COPYRIGHT AND USE OF THE CONTENT OF THE WEBSITE

- 2.1. The content of the Website is protected by copyright. The ownership of the content of the Website does not pass to any User, but remains with the Provider or the authors of the materials posted on the Website.
- 2.2. In connection with agreeing to the provisions of these Terms and Conditions, the User acquires the right to use the Website in accordance with its intended purpose (i.e. browsing and contact via the contact form), as well as the right to record the content constituting the content of the Website, but only for the purpose of their use in accordance with the purpose of the Website or personal and non-commercial use.
- 2.3. The content of the website may not be copied, reproduced, transcribed, saved, processed, stored in any database, translated or made available in any form, by any method, anywhere and at any time without the prior written consent of the Provider, resold or distributed without the prior written consent of the Provider. You may not sell

the content of the Site, or modify or use the Site in any way for any commercial purpose inconsistent with the intended use of the Site.

- 2.4. The Provider grants permission to place a hyperlink to the Website provided that it complies with other provisions of these Terms and Conditions. In connection with the User's acceptance of the provisions of these Terms and Conditions, the Provider grants the User a non-exclusive, limited and revocable license to place links to the Website. The Provider may revoke the license at any time and without giving any reason, and the User must immediately remove all hyperlinks in respect of which the Provider has revoked the license (including all hyperlinks if the Provider has decided to revoke the license completely).
- 2.5. The content of the Website may not be modified, shared, copied, reproduced, transcribed, stored in a data retrieval system, translated into any natural or computer language, transmitted in any form or by any means of familiarizing itself with such modifications (electronic, mechanical, photographic or otherwise), and the User's continued access to or use of the Website will be tantamount to the User's acceptance of the Terms and Conditions in force at the time you use the Site or its content. This prohibition does not apply to the processing of content related to the Website by search engines to the extent and in the manner normally used by such applications.
- 2.6. Use of the Site or its content in any manner not expressly permitted under the Terms and Conditions is a violation of the Terms and Conditions and may result in a violation of copyright or other rights. Such infringement will result in the immediate revocation of the permission to use the Website and the immediate obligation for the User to destroy any copies of any content of the Website that he has made.
- 2.7. The Provider reserves all rights not expressly granted in these Terms and Conditions.
- 2.8. The Provider reserves the right to modify (including remove) any content or feature of the Site, including these Terms and Conditions, at any time, and any such modifications will be effective immediately upon the posting of modifications to such content or features of the Site or the Terms and Conditions. For the avoidance of doubt, the Provider is also entitled under this Notice to remove all content and functions of the Website and to terminate the Website itself.
- 2.9. The Provider does not guarantee the continuous, correct and safe functioning of the Website, and any disruptions in this respect may result both from development or maintenance work undertaken by the Provider, as well as from factors beyond the control of the Provider.

3. DISCLAIMER

- 3.1. To the extent permitted by the provisions of generally applicable law, the Supplier excludes all warranties and guarantees. Notwithstanding anything to the contrary in these Terms and Conditions, the Provider shall not be liable in any way for:
 - 1) any acts or omissions of third parties for which the Supplier has not assumed responsibility, whereby such assumption of liability must always be expressed directly in a manner that does not raise any doubts of interpretation, and in particular cannot be implied or implied in any way;
 - 2) damage caused by acts or omissions referred to in point 1) above;
 - 3) any acts or omissions of Users or third parties that occurred in connection with the content of the Website or the provision of Services provided electronically as part of the Website's operations;
 - 4) damage caused by acts or omissions referred to in point 3) above;
 - 5) damage related to the functioning of entities, as well as the sale and use of goods or services that are the subject of information or marketing content (including

advertising or promotional) posted on the Website or as part of any Service provided electronically in connection with the operation of the Website.

4. PROVISION OF SERVICES BY ELECTRONIC MEANS

- 4.1. Through the Website, under the conditions set out in these Terms and Conditions, the User will have the right to send a message to the Provider via the contact form.
- 4.2. The possibility of contact depends on the User's compliance with the following technical conditions:
 - 1) The User should have a computer, laptop, tablet, mobile phone or other multimedia device providing access to the Internet;
 - 2) the device referred to in point 1) above should have a web browser that supports HTML documents with the option of accepting "cookies" enabled. Such requirements will be met primarily (but not exclusively) by the most up-to-date versions of the following browsers: Google Chrome, Mozilla Firefox, Opera;
 - 3) the browser referred to in point 2) above should have Java Script and Cookies enabled.
- 4.3. The possibility of contact depends on the correct completion of the appropriate fields in the contact form by the User.
- 4.4. Access to the Website is territorially unlimited, therefore the possibility of browsing it and contacting the Provider via the form is independent of the User's location, with the proviso that the Provider does not provide technical support outside the territory of the Republic of Poland.
- 4.5. The Provider shall not be liable in any way in connection with the non-functioning or malfunction of the Website, if such a situation would be the result of the User's failure to comply with the technical conditions referred to in Article 4.2 above.
- 4.6. The provision of Services provided by electronic means takes place on the condition that the Agreement is concluded and the terms of these Terms and Conditions are accepted. The Agreement is concluded only for the duration of the provision of the Service provided by electronic means and expires upon the performance of such Service provided by electronic means, whereby the performance of the Service provided by electronic means is tantamount to sending a contact message, whereby:
 - 1) Sending a message is immediate and free of charge.
- 4.7. Pursuant to Article 6(1) of the Act of 18 July 2002 on the provision of services by electronic means (i.e. Journal of Laws of 2020, item 344), the Provider informs, and the User by accepting the provisions of these Terms and Conditions, confirms their awareness that in connection with the use of the service provided by electronic means, there are special risks, such as, among others: Trojan horses, computer viruses, spam (unsolicited e-mails sent simultaneously to multiple recipients), risk of hacking into the User's ICT system or phishing, cryptanalysis. At the same time, the Provider makes every effort to ensure that the website is free from the above-mentioned threats.
- 4.8. The Supplier stipulates that the possibility of contact via the contact form is reserved only for Users who are entrepreneurs within the meaning of the Act of 6 March 2018 - Entrepreneurs' Law.

5. DATA PROCESSING AND PROTECTION OF PERSONAL DATA

- 5.1. Up-to-date information on the function and purpose of the software or data that are not a component of the content of the Service provided by electronic means, entered

into the ICT system used by the User (Cookies), is included in the Personal Data Protection Policy available on the Website.

- 5.2. The Provider processes Users' personal data in accordance with the applicable provisions of generally applicable law, including in particular the GDPR. Up-to-date information on the principles of personal data processing and the use of the User's Cookies is included in the Personal Data Protection Policy available on the Website.

6. COMPLAINTS

- 6.1. Each User has the right to file a complaint in matters related to the provision of Services provided by electronic means to the following e-mail address: contact@velapi.pl.
- 6.2. The complaint should contain the User's data (including contact details), as well as a description of the problem constituting the basis for the complaint along with the justification for the complaint.
- 6.3. The Supplier will respond to the complaint without undue delay, no later than within 30 days from the date of receipt of the complaint.

7. DISPUTE RESOLUTION

- 7.1. Disputes arising under the Terms and Conditions or as part of the provision of services by electronic means will be resolved by a competent common court. In the case of entrepreneurs, the competent court will be the common court with jurisdiction over the Supplier's registered office.
- 7.2. Notwithstanding the possibility of lodging a complaint referred to in Article 7.1 above, the User who is a consumer may seek assistance from the municipal (district) consumer ombudsman. All necessary information in this regard can be obtained on the website of the Office of Competition and Consumer Protection at: www.uokik.gov.pl.
- 7.3. Pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013, the Provider informs, and the User by accepting the provisions of these Terms and Conditions, acknowledges that an online platform for resolving disputes between consumers and entrepreneurs at the EU level ("ODR platform") is available at <http://ec.europa.eu/consumers/odr> address"). The ODR platform is a one-stop-shop website for consumers and traders seeking an out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services.

8. SEVERABILITY CLAUSE

- 8.1. If any provision of these Terms and Conditions is invalid or ineffective, in whole or in part, the validity or effectiveness of the remaining provisions of the Terms and Conditions shall not be affected. The Provider shall promptly take steps to replace such invalid or unenforceable provision with another provision that is valid and effective.

9. FINAL PROVISIONS

- 9.1. These Terms and Conditions are effective upon their publication on the Site.
- 9.2. The Provider reserves the right to change the content of the Terms and Conditions.
- 9.3. None of the content contained on the Website or presented as part of the Services provided electronically in connection with the operation of the Website constitutes an offer within the meaning of Article 66 et seq. of the Civil Code. of the Civil Code.

- 9.4. By accepting these Terms and Conditions, the User agrees to the assignment of the Provider's rights and obligations to another entity, including in connection with the possible contribution of rights to the Website as an in-kind contribution to a capital company or the sale of these rights to a third party.
- 9.5. The applicable law for these Terms and Conditions is the Polish law.
- 9.6. These Terms and Conditions are made available free of charge via the Website in a form that allows them to be downloaded, saved and printed.
- 9.7. These Terms and Conditions constitute the entire agreement between the User and the Provider in connection with the User's use of the Website or the Services provided electronically provided by the Provider in connection with the operation of the Website.