

# TERMS AND CONDITIONS OF USING THE INFORMATION SYSTEM "I-SERWIS" ACTION S.A. IN RESTRUCTURING

## § 1. GENERAL PROVISIONS

1. The following "Terms and Conditions of Using the Information System "I-SERWIS" ACTION S.A." (hereinafter referred to as the Terms and Conditions) defines the rules of using the information system ACTION S.A. under the name "I-SERWIS", available under the domain address <https://is3.action.pl> (hereinafter referred to as I-SERWIS), enabling access to information and concluding agreements by electronic means and their implementation, in accordance with the provisions of the Terms and Conditions.
2. I-SERWIS is made available by ACTION S.A. in restructuring, seated in Zamienie, 10 Dawidowska Street, Zamienie, 05-500 Piaseczno; (e-mail address: [action@action.pl](mailto:action@action.pl); [i-serwis@action.pl](mailto:i-serwis@action.pl)), registered at the District Court for the capital city of Warsaw, 14th Commercial Division of the National Court Register, under the KRS number 0000214038; with the share capital in the amount of PLN 1,695 700.00 paid in full, with NIP number (*Tax Identification Number*) 527-11-07-221, and GIOŚ (Chief Inspectorate of Environmental Protection) number E0001446WZBW (hereinafter referred to as ACTION, or a Party).
3. All rights to the I-SERWIS and its components, including in particular to the computer software used to operate the I-SERWIS or to the services and information provided within the I-SERWIS, the design of the website and its layout, all graphic and text works, as well as databases, including photographs and descriptions, and the domain name <https://is3.action.pl/home/rules> are entitled to ACTION and may not be used in any way without the consent of ACTION and in a manner inconsistent with the Terms and Conditions.
4. The Terms and Conditions are available free of charge in a PDF format on the ACTION's website at <https://is3.action.pl/home/rules>, in the ACTION's premises (see the correspondence address above) and on the homepage of the I-SERWIS. Terms and Conditions can be downloaded from the place of publication, and after being recorded on a data storage device, store and accessed during the ordinary operation. The Terms and Conditions are the standard of the contract within the scope regulated thereby, in accordance of article 384 and the act of 23 April 1964 – Civil Code.

## § 2. DEFINITIONS

1. „User” - the person that was given access to the I-SERWIS electronic system and that by providing the right Login and Password is able to perform actions stipulated in Section 3, paragraph 1.
2. „Counterparty” - an entrepreneur as defined by the provisions of the act of April 23rd, 1964 - the Civil Code; a Party to the agreement concluded between him and ACTION.
3. „End Customer” - an entrepreneur or a natural person being a Party to the agreement with a Counterparty.
4. „Password” - a unique set of characters for authorizing access to the I-SERWIS (the password is encrypted unilaterally with no possibility of recovery), that meets the minimum requirements resulting from the law.
5. „Login” - User's designation in I-SERWIS,
6. „ID Number” - User's numerical designation in the ACTION information system,
7. „Email” - provided by the User email address during registration for receiving: Login, Password, ID Number (if prior to registration no number has been ascribed); the email address shall be a means for communication between the Parties and sending all information or documents to the User - provided the Terms and Conditions stipulate that this method may be used - and for sending commercial information as defined by the act on rendering services by electronic means. Information from ACTION sent

via Email shall be deemed delivered after 3 working days from the day they have been sent through electronic mail, unless ACTION receives a confirmation that the User has received information earlier than that. The User states that all information and declarations sent by him via Email shall always be information and declarations exclusively coming from him (or, alternatively, persons authorized to represent him).

8. „Registration Form” - a form placed on the website of I-SERWIS at <https://is3.action.pl/registration/firstregistration>, which has to be filled out by the entity that wishes to register with I-SERWIS.

9. „Terminal equipment” - each such device with access to Internet with which the User may access and make use of I-SERWIS's resources.

10. „Transport services” - services for forwarding Goods and/or packages containing among others Goods ordered via I-SERWIS.

11. „Goods” - goods offered by ACTION, in particular electronic devices, software, computer accessories, office accessories, etc. purchased based on an order the User places at I-SERWIS.

12. „Service” - a service provided to the ordering party in accordance with his will, offered by ACTION in the given scope and price in connection with the fulfillment of the order placed by the User in the I-SERWIS.

13. „Account” - a set of resources and authorizations within the I-SERWIS system allocated to a given User, which may be accessed with the right Login and Password.

14. „Manufacturer” - a natural person, a legal person, or an individual with no legal personality conducting business activity in the field of producing material goods (Goods) in order to resale, and which have the appropriate markings provided for producers, certificates, admissions to trade in a given area.

15. „Manufacturer's Warranty” - a manufacturer's certificate that defines obligations of guarantor and End Customer's rights in the case where purchased Goods do not have the features described in such certificate.

16. „Action Warehouse” - premises where goods entrusted to ACTION are stored.

17. „Matching Payments” - function of the I-SERWIS system by which a User may allocate an amount, form, and order of settling amounts due from a given sales document (invoice) based on ordered Goods or Service in the system via the User's Account.

18. „ACTION Complaints Department” - a unit of ACTION that examines complaints related to faulty Goods.

19. „ACTION Service Department” - a unit of ACTION that examines complaints related to faulty Goods.

20. „Transport companies” - entities authorized to render transport services for persons or goods as ordered by ACTION; they deliver ordered Goods from the Counterparty to the End Customer.

21. „Service Provider” - an external entity other than ACTION that provides services as defined by the Civil Code.

22. „Personal Data Controller” - a natural person, legal person, or an individual with no legal personality whose been entrusted with personal data. A detailed scope of rights and obligations of the Personal Data Controller has been specified in the Act of 29 August 1997 on the protection of personal data.

23. „Insurer” (in relation to Credit Limit) - an entity conducting insurance business, being at the same time a party to the insurance contract, under which he is obliged to pay compensation or other benefit in the event of a specific random occurrence, in particular, failure to pay for Goods ordered by the Counterparty

24. „Credit Limit” - a revolving trade credit granted at the request of Counterparty; its amount and deferred payment dates are defined by ACTION

25. „Individual Water Mark” - a characteristic graphical mark taken from ACTION's special data base for identifying a Counterparty.

### **§ 3. TYPES AND SCOPE OF ACTIVITIES PERFORMED WITHIN I-SERWIS**

1. Under the conditions stipulated in the Terms and Conditions and appendices to the Terms and Conditions (hereinafter "Appendices"), constituting its integral part, through the I-SERWIS, the User obtains the possibility of:
  - a. purchasing Goods and ordering Services offered by ACTION and Service Providers, particularly those specified in Terms and Conditions and based on User orders placed at I-SERWIS as well as contracts and agreements related to purchases of Goods and commissioning of Services, including those related to conditions of bonuses, advertising, and marketing,
  - b. obtaining and exchanging information about Goods submitted by the User to ACTION's Complaints and Service Departments,
  - c. obtaining information about transport of Goods purchased by the Counterparty at ACTION, including the rules for calculating charges for Transport services. The rules and costs of Transport services has been stipulated at ACTION's website: <http://www.action.pl/pl/klient/warunki-wspolpracy>
  - d. obtaining and exchanging financial and accounting information about payments and settlements of the Parties, sales documents, and matching payments,
  - e. using the ICT system using certain data from I-SERWIS, e.g. prices, appendices and other content made available electronically by ACTION,
  - f. adding own e-mail address to chosen mailing lists in order to receive from ACTION and entities entering the ACTION Capital Group and/or entities cooperating with them, commercial information by electronic means
  - g. obtaining information about conditions of use electronic invoices ("e-invoice"); and using this form of invoicing (defined on the ACTION website: <https://is3.action.pl/services/services>),
  - h. appointing persons authorized to perform specific activities on behalf and/or for a Counterparty from I-SERWIS which relate to performance of commercial collaboration between the Parties (e.g. setting up accounts and granting them specific rights),
2. Activities carried out via I-SERWIS are executed electronically unless the Terms and Conditions state otherwise.
3. ACTION runs operations related to the activities carried out through I-SERWIS on its own, with the participation of entities belonging to the ACTION Capital Group, and in cooperation with third parties, in which ACTION does not participate (this particularly regards transport services). ACTION complies with the provisions of the law and rules of professional trade in its operations, including to avoid conflicts of interest. ACTION is subject to the rules of corporate governance "Good Practices of Companies Listed on the WSE" introduced by Resolution No. 12/1170/2007 of the Supervisory Board of the Warsaw Stock Exchange on 4 July 2007 (as amended). The text of these rules is available on the WSE website (<http://www.gpw.pl>) and on the Action's website. ACTION is a public company and detailed information about the composition of the ACTION Capital Group and its activities is posted at <http://www.action.pl>.
4. The scope of information, activities and Services performed within I-SERWIS and their main features are specified in the Terms and Conditions and Appendices. ACTION reserves the right to change the scope of the information provided, activities and Services carried out within I-SERWIS by changing the Terms and Conditions.

## § 4. CONDITIONS OF USING THE I-SERWIS

1. User using I-SERWIS is obliged to use this system in accordance with the Terms and Conditions. It is forbidden in particular to take any actions that would violate the law and the rights of ACTION and third parties, as well as provide any illegal content by the User.

2. Using I-SERWIS is dependent on:

a. fulfilling the technical requirements necessary for the running of the ACTION information and communication system. Minimum technical requirements allowing the correct use of I-SERWIS are provided on ACTION's website:

<https://is3.action.pl/home/technicalinfo>

b. fulfilling the requirements for registration in the I-SERWIS and its positive completion, in accordance with the procedure specified in Section 5 of the Terms and Conditions,

c. accepting the Terms and Conditions in accordance with Section 5 of the Terms and Conditions.

3. Obtaining by the User any information, execution of any activities or ordering of the Goods or Services available through I-SERWIS is possible after entering by the User authorization parameters, i.e. Login and Password granted by ACTION and entered by the User on the I-SERWIS website before completing the activity.

4. If the conditions for using the I-SERWIS are met, ACTION provides a single access to the I-SERWIS activated using the Login and Password. From this Account, the User may create other Accounts for persons indicated by the User, decide on the rights granted to them.

5. Login and Password are necessary parameters for authorization of access to the I-SERWIS. Therefore, the User should protect the data against unauthorized access. The User is not entitled to dispose of or transfer to other entities (with exceptions referred to in paragraph 4 above) access to Main Account or Sub-accounts. The User is fully responsible for consequences of using the Login and Password in the Main Account and Sub-accounts created by him. In particular, activities performed using the Login and Password will be treated as made by the User. In case of loss, missing, or taken over the Password by unauthorized persons, the User is obliged to immediately report this to ACTION. After receiving information, ACTION will block the existing Password, generate a new Password and transfer it to the User in accordance with the provisions of Section 5 of the Terms and Conditions. In the case of multiple-entries of incorrect login data by the User, ACTION reserves the right to block access to the Account. In the event of blocking the Password as a result of multiple entering of incorrect login data, the User, in order to obtain new access, is obliged to immediately report the fact to ACTION by the Counterparty. After receiving the above information ACTION will verify and generate a new Password and will pass it on to the User, in accordance with the provisions of Section 5 of the Terms and Conditions.

6. ACTION uses best efforts to make I-SERWIS available continuously. In the events of necessary data updates, maintenance, continuous development of the I-SERWIS platform and legal requirements, ACTION reserves the following:

a. the possibility of a temporary lack of access to I-SERWIS as a result of necessary repairs, maintenance, or expansion of systems and media supporting the I-SERWIS carried out by ACTION or third parties, as well as in the cases of unavailability of the media necessary to use I-SERWIS for reasons not attributable to ACTION,

b. the right to block access to the I-SERWIS for Users, towards which there is justified suspicion that their use of the I-SERWIS violates the law or the provisions of the Terms and Conditions.

7. In the cases referred to in Section 4 paragraph 6 ACTION will take measures to notify Users about the lack of access to the I-SERWIS, stating the reason for this, unless, due to circumstances causing the lack of access to the I-SERWIS it will be impossible or very difficult. ACTION is not liable for damage caused by lack of access to the I-SERWIS, unless it is the result of willful misconduct.

8. ACTION uses appropriate software to protect the content of the activities carried out under I- SERWIS against unauthorized access (including prevention of acquisition and modification of personal data processed in I-SERWIS). However, the use of the Internet, including electronically supplied services, may be associated with the risk of various forms of interference by third parties. The risks associated with the use of ICT systems include in particular: the possibility of receiving spam (i.e. unsolicited information transmitted electronically), computer viruses (i.e. software infecting files), Internet worms (i.e. worm – malware with data multiplying abilities); spyware (i.e. a spying User activities on the Internet), phishing (i.e. capturing passwords by breaking securities), sniffing (i.e. consisting in the use of data capturing program; the use of illegal devices allowing unauthorized access to data, including performing cryptanalysis to break or circumvent security). The basic condition for reducing these risks is for the User to use original software and programs that counter security violations of the information systems of the User. Therefore, ACTION informs the measures used for securing I-SERWIS may not guarantee absolute security of information transmission, in particular due to the technical limitations of the I-SERWIS system and the lack of knowledge about the security of the User's terminal equipment. For these reasons, ACTION does not guarantee that data transmitted over the internet will reach the User in error-free, complete and full form. Any suspected breach of security of electronic data transmission must be notified to the other Party.

9. I-SERWIS uses cookie files, which are used to carry out activities performed under I-SERWIS. Cookie files are computer data, in particular text files, that are stored on the User's terminal equipment and are used by the server to recognize the User's devices during connection with and to browse websites. Cookies are divided into temporary ones – stored until the browser is open and Cookies with a specific expiration time. Sending the Cookies to the User's browser in no way violates the privacy of the User. The information contained in cookies may be used only by the website from which they were sent.

10. Cookies are used to collect information related to the use of ACTION's websites, including from I-SERWIS by the User. On ACTION's websites, cookies are used to:

- a. adjusting the content of websites to the preferences and needs of the User and optimizing the use of I-SERWIS. Cookies allow to recognize the User's terminal device and authenticate the User in the I-SERWIS;
- b. collecting general and anonymous statistical data defining the use of ACTION websites, including the I-SERWIS, which allows the analysis of individual needs of Users and improvement of the structure and content of the shared services;
- c. presenting information posted on the ACTION's websites, taking into account the interests of the User.

11. The User can at any time change Cookies settings, so as to exclude the possibility of storage of all or some cookies or receive information each time they are stored on the User's terminal equipment. The User may also, at any time, remove Cookies. These operations can be performed using the settings of your web browser. Detailed information about the terms of use of cookies, including their collection and storage, are available in the settings of web browser software, as well as with technical support provided by the software vendor and/or manufacturer of the browser. Disabling cookies in your browser may cause inconvenience or lack of certain features of ACTION's web pages, including the I-SERWIS, and it may affect how the website will be displayed.

## **§ 5. REGISTRATION AT I-SERWIS**

1. ACTION concludes contracts for the sale of Goods and provisions of Services exclusively with entrepreneurs doing business that is convergent with the activities carried out by ACTION. In connection with this condition, User registration at the I-SERWIS system is possible in the case when the Counterparty – on behalf of which the User acts – runs a registered business,

2. An entity that meets the requirements specified in Section 4 paragraph 2 of the Terms and Conditions in order to register at the I-SERWIS is obliged to:

- a. Fill in the Registration Form available at <https://is3.action.pl/registration/firstregistration>

b. send the following to fax no. (0 22) 332 16 86 or e-mail [rejestracja@action.pl](mailto:rejestracja@action.pl), or submit them in person at the premises of ACTION 10 Dawidowska Street in Zamienie, 05-500 Piaseczno: current copies of the following documents: the decision of granting the NIP number, the REGON number, and in the case of natural persons - a document indicating the PESEL number (personal identification number).

3. In the case of submitting the Registration Form without providing all the information indicated there or inconsistencies between the data provided in the Registration Form and registration documents, registration with I-SERWIS shall not be completed. In justified cases, ACTION may request additional information or documents in order to complete registration.

4. The User is obliged to inform ACTION about any changes to the data provided during registration at I-SERWIS and to submit documents confirming such changes as requested by ACTION. The Counterparty may inform ACTION via e-mail, in writing, or by fax

5. In the case of a positive completion of the registration process, ACTION will send an e-mail to the Counterparty with:

a. confirmation of registration,

b. ID number (unless such number has been granted earlier)

c. Login and Password.

During the first login to the I-SERWIS, the Counterparty is obliged to accept the Terms and Conditions. Acceptance of the Terms and Conditions is recorded and stored by ACTION. No acceptance renders the use of I-SERWIS impossible.

6. Users registered at I-SERWIS on the date the Terms and Conditions in order to use the I-SERWIS are obliged to accept its provisions at the next login from the date of introduction of amendments to the Terms and Conditions.

7. Entities registered at the ACTION information system as Counterparties who want to use I-SERWIS are only required to submit a Registration Form.

8. Once the registration has been confirmed in accordance with paragraph 7 above, cooperation agreement is concluded between ACTION and the Counterparty under the conditions specified in the Terms and Conditions.

9. Logging in to the I-SERWIS requires using the Login and Password by entering them in the appropriate places on the I-SERWIS website.

10. Problems related to logging in the I-SERWIS should be reported to the following e-mail address: [i-serwis@action.pl](mailto:i-serwis@action.pl).

## **§ 6. CONDITIONS TO PERFORM ACTIVITIES IN I-SERWIS, CONCLUDING AND TERMINATING CONTRACTS, COMPLAINTS**

1. Activities performed through the I-SERWIS are made by making declarations of will in electronic form, through communication with I-SERWIS using e-mail or telephone - in the cases specified in the Terms and Conditions. ACTION reserves the right to record telephone conversations and store them on electronic media, about which the caller will be informed at the start of a call. Recorded calls can be used by ACTION for evidence purposes, in particular to eliminate mistakes and discrepancies in submitted orders. In the case of non-acceptance on the part of the caller, it is recommended to personally contact the representatives of ACTION at 10 Dawidowska Street in Zamienie, 05-500 Piaseczno.

2. Information about Goods and Services present in I-SERWIS, including price lists, photos, and descriptions, do not constitute an offer within the meaning of the Civil Code, but an invitation for the User to conclude an agreement by submitting an offer. In order to put forward such an offer, the User places an order on I-SERWIS using appropriate options and forms. The

Counterparty is bound by a placed order for 3 days (the acceptance period).

3. Each conclusion of contract requires an explicit acceptance of an offer by ACTION. The acceptance or refusal of the offer by ACTION will be communicated via I-SERWIS and email. Refusal to accept the offer or expiry of the term specified in paragraph 2 above indicate that the contract will not be executed. Acceptance of an offer by ACTION may be dependent on accepting payment conditions, and in the case deferred payment term it may also depend on submitting required documents and legal securities for liabilities entered into by the User, in accordance with Section 10.

4. Orders for goods can be made:

a. via the "I'm buying independently" option – accepted order is then automatically transferred to realize without the participation of ACTION's Trader.

b. via the "Send to Trader" option – the order is sent to the ACTION's Trader, who can accept or apply amendments agreed upon with the Counterparty, and then he independently transmits orders for execution.

5. Orders of Services or relating to conclusion of contracts other than for the sale of Goods (e.g. bonus or marketing-related contracts) can be placed by selecting appropriate Services or contract through the I-SERWIS forms.

6. Orders placed by the User are the responsibility of the Counterparty who provided the User with access to the I-SERWIS system.

7. The contracts are concluded at the premises of ACTION. The Parties exclude the application of Article 66<sup>1</sup> Section 1-3 of the Civil Code.

8. Prices of Goods and Services are defined in the I-SERWIS system each time a transaction is concluded. Pricing information provided on the websites of ACTION may be outdated. Prices are given in net value, i.e. without due VAT tax, which will be added to prices.

9. ACTION takes care to ensure that information relating to the Goods and Services in the I-SERWIS, including price lists, photos, descriptions were fully in line with reality; however, the size of the presented products as well as system and human errors may lead to discrepancies in this respect. For this reason and the fact that the Counterparties are professionals in the field of Goods or Services presented in I-SERWIS and are knowledgeable about the characteristics of Goods or Services and their market value, the Parties assume that the above discrepancies and errors will be easily noticed by Counterparty. Therefore, ACTION reserves the right to invoke a mistake in terms of elements of the content of concluded contracts if the Counterparty does not notify ACTION about noticed irregularities in the features of the Goods or Services, as well as the right to rectify erroneous information in I-SERWIS at any time and to correct any documentation relating to a given transaction at the same time.

10. The cooperation agreement of the Parties concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions is valid for an indefinite period. Either party may terminate this contract with a 30-days' notice. The Counterparty also may terminate the contract concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions without keeping the above-mentioned 30-days' notice in the event of a change to the Terms and Conditions, if a declaration of termination is made within the time limit specified in Section 7 paragraph 2 of the Terms and Conditions.

11. ACTION has the right to terminate agreements without notice pursuant to Section 5 paragraph 10 of the Terms and Conditions in the event of a breach by the Counterparty of the following provisions of the Terms and Conditions: Section 1 paragraph 3, Section 4 paragraph 1, Section 4 paragraph 5 (in the case of sale or transfer by the User the access to the Main Account or Sub-accounts, or failure to notify ACTION in due time about the loss of the Password), Section 5 par. 2 (in the case of User's subsequent non-compliance with registration requirements at I-SERWIS), Section 8, Section 10 paragraph 4.

12. Either party may also terminate an agreement concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions without notice period in the case of infringement of provisions of the Terms and Conditions other than those listed in paragraph 11 above, if the other Party does not remove the identified violations within the prescribed period of not less than 7 days, unless the type of violation and the Party's interest requires the removal of violations within a shorter period. The Counterparty will be informed by ACTION about the violations and the deadline for their removal via the Email address indicated

in the Registration Form.

13. The provisions of paragraphs 10-12 have the appropriate application for individual contracts concluded in the I-SERWIS system, are continuous (in particular for the provision of Services) if they are not fixed-term contracts and their content does not provide otherwise. Termination of a contract concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions also results in the termination of individual continuous contracts concluded in I-SERWIS. In the cases indicated in paragraph 11 above ACTION is entitled to block the Counterparty's access to the I-SERWIS at the moment of the decision to terminate the contract, about which he will notify the Counterparty via Email address. ACTION is not liable for any damage incurred by the Counterparty as a result of blocking his access to the I-SERWIS in the discussed mode.

14. Individual contracts concluded in I-SERWIS, which do not have a continuous character (in particular regarding the sale of Goods), may be terminated in the cases specified in the law.

15. Any contract may be terminated by mutual agreement of the Parties.

16. Termination of contracts requires a declaration of will in electronic form sent via Email, unless their content requires otherwise. Termination does not relieve the Parties from the obligation to fulfil all liabilities arising up to the date of termination of such agreements or later, if such liabilities result from concluded contracts. Termination does not affect the validity of the obligations set out in Section 1 paragraph 3 and Section 8 of the Terms and Conditions.

17. In case the Parties have combined cooperation agreements within the scope of the Terms and Conditions, at the time of conclusion of such agreement in accordance with Section 5 paragraph 10 of the Terms and Conditions, existing contracts are terminated without the need to submit additional declarations of will. In this case the second sentence of paragraph 16 above shall apply.

18. The User has the right to file a complaint related to the operation of the I-SERWIS system or Services supplied via the system in the following forms:

a. electronically via Email at: [i-serwis@action.pl](mailto:i-serwis@action.pl) ,

b. verbally via phone on (0048) 22 332 16 00, or

c. in writing in the form of a registered letter to ACTION's forwarding address.

19. Complaint procedures regarding delivery of the Goods or their defects are defined on ACTION's website at: <http://www.action.pl/pl/klient/serwis>.

20. Under Article 558 Section 1 of the Act of April 23<sup>rd</sup> 1964 the Civil Code (Journal of Law from 2014 item 121), ACTION excludes liability under the warranty for defects of the Goods.

21. ACTION examines complaints referred to in paragraph 18 above within 14 days from filing of the complaint. If the consideration of such a complaint requires the User to submit documents or provide additional information necessary for the consideration of the complaint, the above deadline runs from the date of proper performance of these activities by the Counterparty.

22. ACTION responds to submitted complaints to the Email address of the Main Account (the Counterparty's Account) and to the Email address from which it has received such complaint (if it is not the Main Account).

## **§ 7. CHANGE OF THE TERMS AND CONDITIONS**

1. ACTION reserves the right to change the Terms and Conditions. ACTION shall notify the Counterparty about changes to the



Terms and Conditions via I- SERWIS and the Email address he has indicated and shall specify the changes. In the case of amendments to the Terms and Conditions, ACTION shall create a uniform text of the Terms and Conditions, which will be published in accordance with Section 1 paragraph 4 of the Terms and Conditions. Amendments to the Terms and Conditions do not affect the rights and obligations arising prior to such change.

2. If within 14 days from the date of notification by ACTION about the change of the Terms and Conditions pursuant to paragraph. 1 above, the User does not submit a notice of termination of the contract concluded by the accepting the Terms and Conditions pursuant to Section 6 paragraph 10 above (refusal to accept amendments to the Terms and Conditions), it shall be deemed that the amendments have been accepted and are binding for the Parties from the date on which they are implemented. Using I-SERWIS after amendments to the Terms and Conditions requires accepting its new content.

## **§ 8. CONFIDENTIALITY OF INFORMATION**

1. The Counterparty agrees to indefinitely maintain secrecy over all commercial and technical information, which he has received or obtained from ACTION in the course of commercial collaboration between the Parties. In particular, the obligation to maintain confidentiality regards the prices of the Goods and Services, at which they are purchased, the financial terms of contracts with the Counterparty, or other benefits associated with cooperation between the Parties and conditions for their granting (hereinafter referred to as Confidential information), unless the Parties agree otherwise in individual arrangements.

2. Confidential information constitutes ACTION's trade secrets, and their disclosure may result in property damage on the part of ACTION, as well as civil and criminal liability of persons committing such disclosure. The Counterparty will bear liability against ACTION for breach of the obligations referred to in paragraph 1 also in the case of disclosure of confidential information by the Counterparty's employees or other persons for which he is responsible.

## **§ 9. TRADE INFORMATION AND TRANSFER OF DATA**

1. The Counterparty agrees to receive commercial information sent by ACTION through electronic means of communication, i.e. via Email and on the conditions specified in the act on electronic services.

2. The Counterparty may revoke the consent referred to in paragraph 1 at any time in writing or electronically.

3. The Counterparty declares that he agrees to the processing of data, and in particular personal data of the Counterparty that is a natural person, provided during registration with I-SERWIS and in the course of collaboration, including the data contained in documents submitted to ACTION pursuant to the provisions of the Terms and Conditions.

4. In the case of transfer of User's personal information, ACTION will act as the collector of the personal data within the meaning of the Act on the Protection of Personal Data.

5. ACTION can process:

a. personal data of the Counterparty and the User:

i. surname and first names,

ii. company name,

iii. PESEL number [personal identity no.] or – if this number has not been issued – passport number,

iv. number of ID card or other confirming-identity document,

v. address of permanent residence,

vi. forwarding address, if different from registered address,

vii. data used to verify the electronic signature (if applicable)

viii. electronic addresses (Email)

ix. phone number,

x. NIP number [tax identification no.],

b. data characterizing the use of I-SERWIS:

i. identification markings (in particular the Login, ID no.)

ii. markings identifying the termination of the telecommunications network pursuant to Article 2 point 52 of the Act of 16<sup>th</sup> July 2004 Telecommunications Law (Journal of Law from 2014 item 243)

iii. data about the Counterparty's information and communication system, including the type of browser, type and model of terminal equipment and, if unrestricted, the software,

iv. information about the start, end and scope of every use of I-SERWIS, information about the use of electronic services by Counterparty.

6. User's personal data will be processed in order to: perform ACTION's obligations resulting from the cooperation between the Parties, in particular in order to perform the necessary activities related to the conclusion and execution of contracts, transfer commercial information, perform marketing activities relating to the Goods and Services, their advertising, market research as well as behavior and preferences of the Counterparty regarding the use of such research's findings for improving the quality of Services provided by ACTION, in order to realize potential claims of ACTION towards the Counterparty, and explain the circumstances of unauthorized use of I-SERWIS by the Counterparty.

7. The User's personal data may be shared by ACTION for the purposes referred to in paragraph 6 with entities through which ACTION implements those goals, including transport companies, advertising agencies and debt collection companies, entities belonging to the ACTION Capital Group, and entities that collaborate with the Group for the sole purpose for which Personal Data are collected.

8. Providing ACTION by the Counterparty, including through Users assigned to his Main Account personal data of entities other than the User being a natural person (in particular personal data of Users acting on behalf of the Counterparty and End Customer transferred during registration to the I-SERWIS and during the performance of cooperation, including data contained in documents provided to ACTION, in accordance with the provisions of the Terms and Conditions), is required only if it is necessary to perform specific activities related to the agreements concluded by the Parties or the performance of the I-SERWIS functionality. In such a case, the personal data controller is the Counterparty who entrusts ACTION with the processing of such data pursuant to Article 31 of the Act on the Protection of Personal Data. In such cases, the data are processed for the purpose of performing the agreements concluded with the Counterparty. The scope of data processing includes:

a. surname and first names,

b. company name,

c. the address of performance,

d. electronic addresses,

e. phone number,

f. NIP number [tax identity no.]

Processing of personal data provided by the Counterparty may result in making it available to third parties in order to perform contracts concluded between ACTION and the Counterparty (in particular when the contract stipulates that performance by ACTION is to be to the person designated by the User, and ACTION in the performance of this contract uses third parties). The Counterparty shall ensure that in each such case he has obtained consent from the person from whom the personal data has been taken for processing and he has informed these individuals before collecting their personal data on the rights arising from the Act on the Protection of Personal Data, in particular with art. 24 Section 1 paragraph 2 and art. 32 of the said act (and therefore the conditions laid down in Article 25 paragraph 2 point 6 of that Act are met), and will bear all the legal consequences of breaching of this assurance.

After the performance of obligations arising from the contract between ACTION and the Counterparty using the services provided by external entities for the Counterparty's End Customers, ACTION and service providers are required to remove End Customer's personal data after an order has been delivered. Responsibility for any violations caused by the activity of Service Providers rests with the Counterparty as the data controller.

9. ACTION does not allow the use of I-SERWIS anonymously or under a pseudonym. ACTION applies technical measures to prevent the acquisition and modification of personal data transmitted electronically indicated in Section 4 paragraph 8 of the Terms and Conditions by unauthorized persons. ACTION entrusts the processing of User data within the scope of: surnames and first names, company names, PESEL [personal identity no.] number, or - if the number was not issued – passport number, identity card or other document confirming identity, address of performance, phone number to transport companies specified in the performance of orders.

10. The transfer of personal data by the User is voluntary. However, due to the fact that the processing of such data is necessary for using I-SERWIS, lack of transfer of personal data will prevent the creation of Sub-accounts and permissions for the User and cooperation between Parties under the Terms and Conditions. The Counterparty decides about processing of personal data of his End Customers as he is the collector of personal data, and it is necessary only if the Counterparty selects the option to perform orders for them.

11. Entities entrusting ACTION with their personal data have the right to access this data and correct it as well as the to control the processing of data related to them under the terms of art. 32 - 35 of the Act on the Protection of Personal Data.

12. By entrusting ACTION with performance of orders of his End Customers, the Counterparty agrees for ACTION to print out invoices and advertising materials. In connection with the activities listed in the previous sentence, the Counterparty is not entitled to any claims against ACTION, even if a document bears a registered trade mark or other marking that personalizes the Counterparty.

## **§ 10. DATA PROFILING**

1. By accepting this TERMS AND CONDITIONS the User agree to carry out by Action S.A. in restructuring, 10 Dawidowska Street, Zamienie 05-500 Piaseczno or for its order the direct marketing for information and marketing purposes, submission of commercial offers, promotional activities conducted now or in the future and also to receive them using telecommunications terminal equipment, including phones, tablets, computers and using automated calling systems.

2. By accepting this TERMS AND CONDITIONS the User also agree to profiling, in particular for marketing purposes, conducting research, assessment of interests and purchase preferences, including offering services and products, presenting advertisements for these products and services based on the User specific preferences - determined in accordance with paragraphs 3 and 4 Section 11 of the Terms and Conditions.

3. The User's data concerning the viewed pages are collected in the form of cookies (defined in Section 4 paragraph 9 of the Terms and Conditions). These files are assigned to the User's actions and then used for analysis, e. g. how many times a website and its subpages are visited, which categories of products and services are most frequently selected, what is worth improving in the functionality of the website, and are the basis for the User's assessment of the degree of interest in given products or services. ACTION also uses them to assess the User's personal preferences and interests. With their help, we can create a User profile and develop a dedicated product offer or improve the quality of using our service.
4. For profiling will be used, in particular the following data categories: information about products and services, the way of using them, payment information, information contained in cookie files, information about addresses (including electronic addresses to which the used terminal equipment was connected), information about the type of device used as well as the type and version of the software. Profiling can use automated data processing.
5. The User has the right to object at any time to profiling for direct marketing purposes products and services offered by Action. Please be informed that any objection to direct marketing is equivalent to prohibiting the processing of your personal data by ACTION for profiling purposes; the User has also the right to correct or update his data.
6. The consent is valid for the duration of the agreement (using the ACTION service, having an account on our website) or for its early withdrawal by the User.

## **§ 11. TERMS and PAYMENT**

1. Subject to the provisions of paragraphs 2-3 below, payment for Goods or Services take place at the receipt of the Goods or when ordering the Services.
2. ACTION may give the Counterparty, at his request, a revolving trade credit in the amount and period of deferred payment defined by ACTION. The amount and repayment period of trade credit (hereafter: Credit Limit) will be the maximum value of the Counterparty's debt to ACTION and the maximum period of repayment of such debt (calculated from the date of a VAT invoice) due to the Counterparty's purchase of Goods and/or Services with deferred payment.
3. Due to the fact that Credit Limit is granted on the basis of data and documents valid at a specific date, and in addition due to the fact that ACTION insures its receivables and is obliged to respect agreements made with its Insurer regarding the risk associated with Credit Limits, in the event of recognition by ACTION (including in agreement with the Insurer) that the Counterparty does not meet the conditions for using the Credit Limit and Credit Limit in the amount granted so far, ACTION reserves the right to unilaterally change the amount or payment term of the Credit Limit, revoke Credit Limit already granted, as well as it has the right to maintain the amount or repayment period of Credit Limit only on condition that the Counterparty shall provide further securities and documents. Information about changes in the Credit Limit will be available in I-SERWIS and will be sent to the Counterparty's Email address. ACTION is not responsible for the effects of changes or withdrawal of Credit Limit.
4. The Counterparty undertakes to pay for Goods or Services in a timely manner. If the Counterparty fails to fulfil the term of payment indicated on an invoice, ACTION will be entitled to request from the Counterparty to pay for the delay interest at a statutory amount and will charge the Counterparty in interest notes. Interest notes may also be sent to the Counterparty's Email address. If a payment reminder sent to the Counterparty to pay the principal amount together with interest for delay proves to be ineffective, i.e. the Counterparty does not pay his debt, ACTION will be entitled to undertake debt collection activities by itself or through debt collection companies. The costs of collection activities and the costs paid by ACTION to professional debt collection entities will be charged by the Counterparty.
5. Detailed information about payments and terms of granting the Credit Limit are published on ACTION's website at: <http://www.action.pl/pl/klient/warunki-wspolpracy>.

## § 12. ADDITIONAL PROVISIONS

1. As regards any rights resulting from this Contract (including particularly ACTION's receivables), the Counterparty may not:
  - a. transfer these rights to any third party,
  - b. charge to a Counterparty with ACTION's receivables without prior consent from ACTION expressed in writing.
2. Terms and Conditions are subject to Polish law.
3. Any disputes that may arise between the Parties regarding the Terms and Conditions and the implementation of activities carried out under it shall be examined proceeded by a court with general jurisdiction over the seat of ACTION.
4. In the event that any provision of these Terms and Conditions has been declared invalid or unenforceable by law or a final and binding judgment of any court or administrative authority, the remaining provisions hereof shall remain in full force and effect.
5. The document has been drawn up in Polish and is in force since – according with the date indicated in the caption verifiable electronically in file properties.
6. In the period commencing on the date of publication of these Terms and Conditions and ending on the date of its entry into force, the Counterparty may use I-SERWIS on the terms and conditions valid so far. After this period, carrying out activities by the User through the I-SERWIS as specified in the Terms and Conditions shall not be possible. This fact does not affect the existence of obligations between the Parties arising before that date.

### **Appendices to the Terms and Conditions:**

1. Description of the technical and organizational measures applied to ensure protection for the processing of personal data used in the I-SERWIS

### **Appendix 1**

Of the Terms and Conditions of Using the Information System I-SERWIS ACTION S.A.

Description of the technical and organizational measures applied to ensure protection for the processing of personal data used in the I-SERWIS (Part E. 15-17 notification of personal data collection to the Inspector General for Personal Data Protection

15. The collection of personal data is maintained:
16. a) centrally
17. b) using the information system
18. c) with at least one information system device used for processing of personal data connected to a public network (e.g. Internet)
19. Requirements set out in Article 36-39 of the Act of 29<sup>th</sup> August 1997 on Personal Data Protection have been fulfilled:
20. an administrator of information security has been appointed that supervises compliance with the principles of protection of personal data processing

2. only people with authority granted by the data collector are allowed to process data
3. there is a register of persons authorized to process data

4. a security policy has been developed and is in place
5. an instruction for managing the information system has been developed and is in place
6. other measures (except for those mentioned in points 1-6) applied to secure data are:

#### Measures of physical protection of data:

1. The collection of personal data is stored in a room secured with door with increased fire resistance  $\geq 30$  min.
2. The collection of personal data is stored in a room protected with doors with increased resistance to burglary - Class C door.
3. The rooms where the collection of personal data is processed are equipped with anti-theft alarm system.
4. Access to the premises where the collection of personal data is processed is subject to an access control system.
5. Access to the premises where the collection of personal data is processed is controlled by a monitoring system with CCTV cameras.
6. Access to the premises where the collection of personal data is processed 24 h per day is supervised by security guards.
7. Backup/archival copies of the collection of personal data are stored in a locked metal cabinet.
8. The room where the collection of personal data is processed is protected against the effects of fire through a system of fire prevention and/or free-standing fire extinguisher.
9. After expiration, documents containing personal data are destroyed mechanically with shredders.

#### Hardware of the information and telecommunications infrastructure:

1. A UPS devices are in place, a power generator and/or a separate power network, protecting the information system used to process personal data against power failure.

1. Access to the collection of personal data, which is processed on a separate computer station/portable laptop, is secured against unauthorized start-up with BIOS password.
2. Access to the operating system of a computer on which personal data is processed is protected with an authentication process using a User ID and a password.
3. Measures that prevent unauthorized copying of personal data processed using the system information are in place.
4. Systemic mechanisms forcing periodic password changes.
5. A registration system for access to the system/collection of personal data.
6. A means of cryptographic data protection for personal data transferred via electronic transmission.
7. Access to means of tele-transmission is protected with authentication mechanisms.
8. A disk array is used in order to protect personal data against the consequences of failure of disk storage.
9. Means of protection against malicious software such as e.g. worms, viruses, Trojan horses, rootkits.
10. Firewall systems to protect access to the computer network.
11. IDS/IPS system to protect access to the computer network.

#### Protection measures within software tools and databases:

1. Registration of changes made to individual elements of the collection of personal data.
2. Defining access rights to the specified range of data processed within the collection of personal data.
3. Access to the collection of personal data requires authentication with a User ID and a password.
4. Determining appropriate access rights to computer resources, including collections of personal of individual Users.
5. A mechanism that forces periodical changes in passwords for accessing personal data collections.
6. Cryptographic protection of personal data.
7. Screensavers at positions where personal data is processed.
8. A mechanism for automatic blocking of access to the system used for the processing of personal data in case of long inactivity in User's work.

Organizational measures:

1. Persons that process data have been familiarized with the regulations governing the protection of personal data.
2. Persons that process data have been trained in the field of information system security.
3. Persons that process data are obliged to maintain confidentiality.
4. Computer monitors, on which personal data is processed are arranged in a way that prevents unauthorized access by third parties.
5. Backup collections of personal data are stored in a different room than the one in which the server is placed for on-going processing of data.

17. The level of security of applied measures is: - „High“