RULES AND REGULATIONS OF USING THE WEB SERVICE BY REGISTERED CUSTOMERS OF ACTION S.A. IN RESTRUCTURING

§ 1. GENERAL PROVISIONS

1. These *"Rules and Regulations of Using the WEB SERVICE by Registered Customers of ACTION S.A."* (hereinafter referred to as *Rules and Regulations*) specify rules of using additional services by registered customers of ACTION S.A. in restructuring, using the IT system "I-SERWIS", which is available at https://is3.action.pl (hereinafter referred to as I-SERWIS), which enables access to information and conclusion of contracts by electronic means and their implementation in accordance with provisions of the Rules and Regulations for the Use of the IT System "I-SERWIS" ACTION S.A.
2. Services are provided by ACTION Spółka Akcyjna in restructuring with its registered office at ul. Dawidowska 10, Zamienie, 05-500 Piaseczno; e-mail address: i-serwis@action.pl , , registered in the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under the KRS number 0000214038; share capital PLN 1,695,700.00 paid up in full, NIP number 527-11-07-221, BDO number 000035215 (hereinafter referred to as ACTION or the Party) and its subcontractors.
3. The Rules and Regulations are available free of charge in PDF (Portable Document Format) on the ACTION website at https://is3.action.pl/home/rules and at the ACTION premises (correspondence address). The Rules and Regulations may be downloaded from the place of publication, and after saving on a medium, they may be stored and used in the ordinary course of activities. The Rules and Regulations are a model contract in the scope regulated therein, within the meaning of Article 384 and the Act of 23 April 1964 – Civil Code.
4. In matters not regulated herein, *"Rules and Regulations for the Use of the IT System" I-SERWIS "ACTION S.A."* shall apply.

§ 2. DEFINITIONS

Capitalised terms used in these Rules and Regulations have the meaning given to them in accordance with the following definitions, or the definitions given in *Rules and Regulations for the Use of the IT System "I-SERWIS" ACTION S.A.*

1. "User" – a person representing the Contractor, who has been granted access to the I-SERWIS electronic system, and who, by authorising by giving the correct Login and Password, gains access the option referred to in §3 sec. 1.
2. "Contractor" – an entrepreneur within the meaning of the Act of 23 April 1964 – Civil Code, a Party to the contract concluded between him/her and ACTION.
3. "End Customer" – an entrepreneur or a natural person who is a Party to a contract with a Contractor.
4. "Goods" – goods offered by ACTION, in particular electronic equipment, computer software and accessories, office accessories, etc., which are purchased on the basis of the User's order placed in I-SERWIS.
5. "Online Store" – an online sales platform run by the Contractor.
6. "*WEB SERVICE*" – a service offered by ACTION consisting in the inclusion of the ACTION commercial offer in the Contractor's Online Store, in such a way that the Contractor's computer system communicates with the I-SERWIS Action computer system (in a manner invisible to the End Customer), as a result of which the order placed by the End Customer, who is interested in purchasing goods selected in the Contractor's Online Store, is processed by Action. Transaction between the End Customer and the Online Store will take place only on the website of the Online Store between the End Customer and the Contractor, and Action will not be a party to contracts concluded with End Customers.
7. "Account" – a set of resources and authorisations within the "I-SERWIS" system assigned to a specific User, access to which requires a valid Login and Password.
8. "Action Warehouse" – facilities where goods entrusted to ACTION are stored.
9. "Payment Association" – functionality of the I-SERWIS system, which allows a User to assign the amount, form and order of due payments from a given sales document (invoice) resulting from the ordered Goods or Service in the system through the User Account.
10. "Transport Companies" – entities authorised to perform business activities in the field of transport of passenger or goods,

which fulfil orders placed by ACTION, acting for the Contractor's placed order to deliver the Goods to the End Customer.

11. "Service Provider" – an external entity, not ACTION, providing services within the meaning of the Civil Code.
12. "Personal Data Controller" – a natural person, legal person or an entity without legal personality to which personal data has been entrusted. The detailed scope of rights and obligations of the Personal Data Controller has been set out in the REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR").

§ 3. TYPE and SCOPE OF THE SERVICE

1. The User may use Web Service offered by ACTION and other related services offered by Service Providers via I-SERWIS under conditions set out in Rules and Regulations.
2. On the basis of the order placed by the User in the I-SERWIS, ACTION shall organise, on behalf of the Contractor, the delivery to its End Customers of Goods purchased by the Contractor in ACTION and then sold by the Contractor to its End Customers.
3. The provision of the Web Service by ACTION includes:

   1) provision of API (programming interface) allowing the connection of the I-SERWIS with the Contractor's system in order to grant access to the database of Goods available in the ACTION offer,

   2) access to the database of the ACTION commercial offer in the Contractor's Online Store. The database, in addition to the information on the quantity of the Goods stored in the ACTION Warehouse, also includes specification and/or descriptions of the Goods, photos of the Goods marked as "own photos" and files marked as “own files”.

   3) sale of Goods to the Contractor,

   4) packing and addressing parcels,

   5) handing over Contractor's parcels to a courier in the ACTION Warehouse along with a parcel specification,

   6) supervision over the performance of transport by the courier

   7) making any settlements for transport services for the so-called cash on delivery (COD – payment made by End Customers upon delivery of the parcel with the Goods).

4. Information within the Web Service is provided in XML, CSV or HTML format and may contain references (i.e. links) to images and other materials to visualise Action's commercial offer, which may be copyrighted by third parties. The copyrighted images and materials of third parties are not included in information within XML service and, therefore, are not covered by this content licence. Downloading and using them is at the Contractor's own risk. ACTION shall not be liable towards the Contractor or third parties for downloading and using materials protected by third party copyrights.
5. Third party (manufacturers) copyrighted materials include, but are not limited to, images, company and feature logos, trademarks, product brochures, user guides, product videos, 360 images, product demos
6. Under these Rules and Regulations, ACTION grants the Contractor a limited, non-exclusive, non-transferable right to:

   1) access the database of the Goods available in ACTION's commercial offer and the quantitative status of the Goods in the ACTION Warehouse

   2) store the latest (version) database on the main computer belonging to the Contractor or operated by him/her,

   3) display information about the Goods which was downloaded from the database via the Contractor's website.

7. The Contractor shall not sublicense or otherwise transfer or assign any rights granted by ACTION under these Rules and Regulations to any other person or entity.
8. The Contractor shall not publish information downloaded from the database, which is part of the Web Service, on any

public or free of charge website, except for the use on the Contractor's website.

9. The Contractor shall use reasonable efforts to prevent systematic copying of information from the database by any application that is not integrated with the Contractor's website, other than search engines, for the sole purpose of indexing its website and providing network traffic to its website.
10. As part of the Web Service, ACTION provides the Contractor with information as is, without any express or implied guarantees. ACTION does not guarantee the accuracy, timeliness, completeness and adequacy of the information for the Contractor, or its suitability for a particular purpose. ACTION shall not be liable towards the Contractor or third parties for inaccuracy, incompleteness or irregularity. The Contractor is obliged to verify that the data provided on his/her website is complete and correct.
11. The scope of information, activities and Services provided as part of the I-SERWIS and their main features are specified in the Rules and Regulations. ACTION reserves the right to change the scope of information, activities and Services provided as part of the I-SERWIS by changing the Rules and Regulations.

§ 4. TERMS AND CONDITIONS OF THE SERVICE, COMPLAINT PROCEDURE

1. The primary condition for provision of the Web Service is to issue an instruction to activate the service through the Account and to provide ACTION with the data concerning the sale of the Goods to the End Customer and the data necessary to deliver the Goods – in accordance with section 4 below.
2. The Web Service will be provided only in relation to the Goods:
    a. available in the ACTION commercial offer
    b. purchased by the Contractor from ACTION, for which payment is to be made by bank transfer;
    c. purchased by End Customers from the Contractor, for which payment is to be made in cash upon delivery of the Goods by the courier (cash on delivery).
3. The Contractor declares that in order to provide the Web Service, he/she undertakes to implement and configure the above-mentioned service on his/her own in the system used by him/her.
4. ACTION shall not be liable for the inability to provide the Web Service as a consequence of the Contractor's failure to implement it.
5. The Contractor's failure to implement the Web Service does not exempt the Contractor from the obligation to pay for the provided service.
6. The Contractor declares that in order to provide the Web Service in accordance with §3(2) above, he/she authorises ACTION to collect on behalf of the Contractor the Goods purchased from ACTION with the effect of recognising the sold Goods as having been issued to the Contractor at the moment of issuing the WZ document (external issue) by ACTION and to hand over the collected Goods to the End Customers through a courier selected by ACTION and to accept payments collected from the End Customers by the courier.
7. The Contractor is obliged to:
    a. indicate in the order submitted to ACTION that he/she wants to use the COD Service in relation to the ordered Goods – in the absence of explicit, different objections of the Contractor, it shall be assumed that all the Goods from such order will be subject to the COD Service;
    b. inform the End Customer:
        i. about the obligation to examine the condition of the parcel (compliance of the quantity of the delivered Goods with the specification and the quality of the Goods) in presence of a courier who delivers under pain of losing claims in this respect;
        ii. that any objections regarding the qualitative and quantitative condition of the Goods and claims related to the defectiveness of the Goods may only be reported to the Contractor.
8. ACTION shall not be liable for any consequences arising from the Contractor's provision of false or incomplete data and information referred to in section 7b.
9. If the conditions set out in §4 are not met, ACTION is entitled to refuse to perform the COD Service and deliver the Goods purchased by the Contractor to a known address of the Contractor.
10. The right provided for in section 11 shall also apply to ACTION in the event that the Goods are not delivered to the End Customers due to:
    a. errors in Customer details,
    b. the End Customer's refusal to pay the amount due upon delivery,
    c. refusal to accept the delivery by the End Customer,
    d. the End Customer's absence.

11. In cases referred to in section 1, ACTION shall charge the Contractor with costs of transporting a parcel to the End Customer and from the End Customer to ACTION.
12. The End Customer's failure to effectively collect a parcel with the Goods as a result of the circumstances indicated in section 12 does not nullify the contract of sale of the Goods concluded between ACTION and the Contractor and does not exempt the Contractor from the obligation to pay for the purchased Goods.
13. Any objections regarding the quality and availability of the Web Service, the qualitative and quantitative condition of the Goods and claims related to the defectiveness of the Goods delivered to End Customers will be processed by ACTION only on the basis of complaints from the Contractor, and any such requests made to ACTION by End Customers will be left without processing.
14. Filing a complaint, in accordance with section 14 above shall not constitute grounds for the Contractor to refrain from making payments for the Web Service and Goods purchased at ACTION.
15. ACTION's liability for non-performance or improper performance of the Web Service and delivery of goods to End Customers is excluded if the Contractor fails to submit an appropriate complaint (along with evidence of non-performance or improper performance of delivery, in particular with a protocol determining condition of the parcel prepared with participation of the courier) within 3 days from date:
    a. of delivery of the parcel in case of damage;
    b. when the parcel was supposed to be delivered in the absence of delivery on that date.

§ 5. TERMS OF SETTLEMENT OF THE PARTIES

1. Payment for the Web Service will be made in advance based on an invoice issued by ACTION (applies to Contractors with PL VAT no.).
2. The net cost of activating the Web Service is specified in the price list available at https://www.action.pl/pl/klient/warunki-wspolpracy .
3. The rules of payment for goods sold to the Contractor by ACTION are specified in the VAT invoices issued by ACTION.
4. Contractors who do not have a credit limit granted or who order delivery to the End Customer "cash on delivery" shall pay an additional fee for using the COD Service.
5. The net cost of the COD Service is specified in the price list available at https://www.action.pl/pl/klient/warunki-wspolpracy The cost of the COD Service is added by ACTION to the invoice for the purchase of the Goods.
6. Amounts received by ACTION from a courier for payments collected from End Customers for the Goods delivered to them shall be credited towards the receivables due to ACTION from the Contractor under concluded sales contracts.
7. The surplus of financial resources at the disposal of ACTION, which results from the settlement specified in section 4, shall be credited to any other receivables due, if any, towards future receivables from sales contracts concluded by ACTION and the Contractor or transferred to the Contractor, upon his/her request, to the bank account indicated by him/her. At the request of the Contractor, the surplus is returned once a month, on the last working day. If the surplus is returned at the request of the Contractor, the cost of banking operations related to the transfer will be borne by the Contractor, therefore the amount transferred will be reduced by the indicated fees.
8. Any payments received by ACTION, referred to in section 4 will always be counted towards receivables which are due for the longest time. Therefore, the Contractor declares that he/she waives the right to indicate the debt he/she wants to repay upon performing the service.
9. ACTION is entitled to offset the receivables against the obligations towards the Contractor.

§ 6. AMENDMENTS TO THE RULES AND REGULATIONS

1. ACTION reserves the right to amend the Rules and Regulations. ACTION shall notify the Contractor about changes to the Rules and Regulations via I-SERWIS and email (to the address provided to it), specifying the changed content. In the event of a change to the Rules and Regulations, ACTION shall create a consolidated text of the Rules and Regulations, which will be published in accordance with §1 sec. 3 hereof. Amendments to the Rules and Regulations do not affect the rights and obligations of the Parties which arose before such amendment.
2. If, within 14 days from the date of notification by ACTION of the amendment to the Rules and Regulations in accordance with section 1 above, the User does submit to ACTION a declaration on termination of a contract concluded by accepting the Rules and Regulations, pursuant to §6 section 10 of *the Rules and Regulations of the Use of the IT system I-SERWIS ACTION S.A.* (refusal to consent to the amendments to the Rules and Regulations), it is considered that the

amendments have been accepted and are binding for the Parties from the date of introduction thereof.

§ 7. INFORMATION CONFIDENTIALITY

1. The Contractor undertakes to indefinitely keep confidential all commercial and technical information that he/she acquired or obtained from ACTION in connection with the implementation of the commercial cooperation of the Parties. In particular, the obligation of secrecy applies to the prices of the Goods and Services, the financial conditions of concluding contracts with the Contractor, other possible benefits granted to the Contractor in relation to commercial cooperation of the Parties and the conditions for granting them (hereinafter referred to as Confidential Information), unless the Parties decided otherwise in separate agreements.
2. Confidential information is a business secret of ACTION, and its disclosure may result in material damage to ACTION, as well as civil and criminal liability of persons who disclosed such information. The Contractor shall be liable to ACTION for breach of the obligation specified in section 1 also in the case of disclosure of Confidential Information by Contractor's employees or other persons for whom he/she is responsible.

§ 8. TRADE INFORMATION and DATA TRANSFER

1. The Contractor agrees that ACTION may send him/her trade information via electronic means of communication, i.e. via Email, under the provisions of the Act on Providing Services by Electronic Means.
2. The Contractor may at any time withdraw the consent referred to in section 1 in writing or electronically.
3. In the event of provision of the User's personal data, ACTION will be the controller of this personal data within the meaning of Article 4 item 7 of the GDPR.
4. ACTION can process:
    a. personal data of the Contractor and the User:
        i. First name(s) and last name,
        ii. Company name,
        iii. PESEL number or, if this number has not been assigned, passport number,
        iv. ID card number or other document confirming identity,
        v. address of permanent residence,
        vi. mailing address, if different from the address of residence,
        vii. data used to verify the electronic signature (if used),
        viii. electronic addresses (e.g. e-mail, electronic communicators, chats, etc. provided for communication by the User),
        ix. telephone number,
        x. NIP (Tax Identification Number),
    b. data which characterise the way of using I-SERWIS:
        i. means of identification (in particular Login, ID number),
        ii. symbols that identify the end of the telecommunications network in accordance with Article 2 item 52 of the Act of 16 July 2004 Telecommunications Law (Journal of Laws 2014.243)
        iii. ICT system, including the browser type, type and model of the end device, information on the software, if not limited, which was used by the Contractor,
        iv. information on the start, end and scope of each use of I-SERWIS,
        v. information about the Contractor's use of services provided electronically.

5. The User's personal data will be processed in order to: fulfil the obligations of ACTION resulting from the cooperation of the Parties, in particular in order to perform the necessary activities related to the conclusion and performance of contracts. The User's personal data may also be processed, with the User's separate consent, for the purpose of sending commercial information, marketing activities regarding the Goods and Services, advertising, as well as market research and research on the Contractor's behaviour and preferences, which results will be used to improve the quality of services provided by ACTION, and in order to enforce any claims of ACTION against the Contractor and to clarify circumstances of an unauthorised use of I-SERWIS by the Contractor.
6. The User's personal data may be made available by ACTION only for the purpose for which the Personal Data was

collected or if it results from the legitimate interests of the Controller or a third party, including applicable law.

7. The Contractor shall provide ACTION, including provision through assigned to the Contractor's Account Users, with personal data of entities other than the User, which are natural persons (in particular personal data of Users acting on behalf of the Contractor and data of End Customers provided during cooperation, including data contained in documents provided to ACTION, in accordance with the Rules and Regulations) only when it is necessary to carry out specific activities related to contracts concluded by the Parties or implementation of the functionality of I-SERWIS. In such case, the Contractor is the personal data controller who provides ACTION with data of his/her employees and associates, who act on behalf and for the benefit of the Contractor. In such cases, the data is processed for the purposes resulting from the legitimate interests of the Personal Data Controller. The scope of processed data:
    a. First name(s) and last name,
    b. Company name,
    c. service address,
    d. electronic addresses,
    e. telephone number,
    f. NIP (Tax Identification Number),
8. Processing of personal data entrusted by the Contractor, the data of his/her customers (end customers or consumers – "End Customers of the Contractor") may involve making them available to third parties in order to perform the contract concluded between ACTION and the Contractor (in particular, when the contract stipulates that ACTION is to provide services to a person indicated by the User, and ACTION uses third parties to perform this contract). The Contractor declares that in each such case he/she obtained consent of the person from whom the personal data originated for processing of data this way, and also informed these persons about the rights resulting from Article 6 of the GDPR. Moreover, the Contractor shall bear all legal consequences of violating this declaration.

After fulfilling obligations arising from the contract between ACTION and the Contractor with the use of services provided by external entities to the Contractor's End Customers, ACTION and Service Providers are required to delete personal data (such as: name, telephone number, e-mail address) of End Customers after delivering the order within 7 days after receiving information about releasing the parcel to the recipient, however, the delivery address is deleted only two years after completing the order. Responsibility for any violations caused by the activities of the Service Providers rests with the Contractor as the data controller.

9. ACTION does not provide for the possibility to use I-SERWIS anonymously or using a pseudonym. ACTION applies technical measures to prevent acquisition and modification by unauthorised persons of personal data sent electronically, as indicated in §4 section 8 of the Rules and Regulations. ACTION entrusts processing of the Users' data in the following scope: first name(s) and last name, company name, PESEL identification number or, if this number has not been assigned, passport number, ID card or other document confirming identity, service address, telephone number to shipping companies specified during fulfilment of orders.
10. The provision of personal data by the User is voluntary. However, due to the fact that processing of this data is necessary due to the way I-SERWIS functions and the nature of activities carried out through it, failure to transfer personal data will prevent creation of a sub-account and granting rights to the User and cooperation of the Parties on the basis of the Rules and Regulations. Processing of personal data of the Contractor's End Customers takes place in accordance with his/her will as the data controller, and is necessary only if the Contractor chooses the option to fulfil the order for their benefit.
11. If the Contractor entrusts fulfilment of the End Customer's order to ACTION, he/she agrees that ACTION shall print invoices and advertising materials. In connection with performance of activities listed in the preceding sentence, the Contractor is not entitled to any claims against ACTION, even if the document includes a registered trademark or other sign personalising the Contractor.

§ 9. ADDITIONAL PROVISIONS

1. The Contractor may not perform any of the following actions in relation to the rights arising from this Agreement (including, in particular, financial receivables against ACTION):
    a. transfer to any third party,
    b. offset ACTION's receivables against the Contractor without prior consent of ACTION expressed in writing under pain of nullity.

2. The Rules and Regulations are governed by Polish law.
3. Any disputes that may arise between the parties as a result of the Rules and Regulations and performance of activities based on them will be resolved by common courts competent for the seat of ACTION.
4. In the event that any of the provisions hereof is found to be invalid or ineffective by operation of law, final judgement or any administrative or judicial authority, the remaining provisions hereof shall remain in full force and effect,
5. The document was drawn up in three language versions – in Polish, English and German. In case of doubts as to the content, the Polish version is binding. The Rules and Regulations shall be valid from the date – according to the date shown in the verifiable electronic signature which can be found in the properties of the file.
6. In the period from the date of publication of the Rules and Regulations to the date of them becoming binding, the Contractor may use the I-SERWIS and the Web Service on the present conditions. After that period, it will not be possible for the User to perform activities specified in the Rules and Regulations through the I-SERWIS. This shall not affect the existence of obligations of the Parties which arose before that date.