RULES AND REGULATIONS OF USING THE XML SERVICE BY REGISTERED CUSTOMERS OF ACTION S.A.

§ 1. GENERAL PROVISIONS

1. These *"Rules and Regulations of Using the XML 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., 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 *Terms and Conditions of Cooperation and Using the Information System "I-SERWIS" ACTION S.A.*
2. Services are provided by ACTION Spółka Akcyjna 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 2,003,700.00 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, *" Terms and Conditions of Cooperation and Using the Information System "I-SERWIS" ACTION S.A. "*

§ 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 *Terms and Conditions of Cooperation and Using the Information 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. "*XML*" service or "XML" – a service offered by ACTION, which consists in granting the Contractor access to an updated database containing information about the commercial offer and stock of ACTION.
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. "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 A SERVICE

1. The User may use the XML 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 an instruction submitted by the User through the Account in I-SERWIS, ACTION will provide the Contractor with paid access to an updated database containing information about the trading offer and stock levels of ACTION.
3. Provision of the XML Service by Action includes provision of an API (programming interface) which allows the connection of I-SERWIS with the Contractor's system in order to grant access to the database of Goods available in the ACTION offer and the quantitative status of the Goods in the ACTION Warehouse. The database, in addition to the information on the quantity of the Goods stored in the ACTION Warehouse, also includes prices of the Goods, specification and/or descriptions of the Goods, photos of the Goods marked as " own photos" and files marked as “own files.
4. Information within the XML 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 XML 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 XML 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 XML 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 XML Service is to issue an order to activate the service through an Account.
2. XML Service will be provided only in relation to the Goods available in the ACTION commercial offer.

3. The Contractor declares that in order to provide the XML 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 XML Service as a consequence of the Contractor's failure to implement it.
5. The Contractor's failure to implement the XML Service does not exempt the Contractor from the obligation to pay for the provided service.
6. Any objections regarding the quality and availability of the service will be processed by ACTION on the sole basis of complaints submitted by the Contractor.
7. Filing a complaint, in accordance with section 6 above shall not constitute grounds for the Contractor to refrain from making payments for the XML Service.
8. In the case of sale of ACTION's data exchange services by e-commerce integrators (implementation and configuration of the service in the Contractor's IT environment), the integrators are required to inform ACTION about the plans to start providing the above-mentioned services and enable ACTION to test the integration module with ACTION systems. After successful completion of the above-mentioned tests, ACTION issues for the integrator a written certificate confirming the complementarity of the integration service, which the integrator may include in its own offer. Integrators are entitled to provide integration services for the of Contractors with the ACTION database only after obtaining prior ACTION certification. The current list of certified ACTION integrators is available on request.
9. ACTION is not responsible for the incompatibility of the integration module created by uncertified integrators. In addition, the provision of integration services by uncertified integrators is a violation of this license agreement and the exclusive rights of ACTION and may involve the liability of both the Contractor and the integrator.

§ 5. TERMS OF SETTLEMENT OF THE PARTIES

1. Payment for the activation of the XML 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 XML Service is specified in the price list available at https://www.action.pl/pl/klient/warunki-wspolpracy .
3. 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 Terms and Conditions of Cooperation and Using the Information 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. 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.