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

§ 1. GENERAL PROVISIONS

1. The following "Terms and Conditions of Cooperation and 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., seated in ul. Dawidowska 10, Zamienie, 05-500 Piaseczno; e-mail address: 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 2,003,700.00 paid in full, with NIP [Tax Identification Number] 527-11-07-221, and BDO [Waste database packaging waste by Ministry of the Environment] number 000035215 (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 hhtp://is3.action.pl 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 and 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, for which the agreement concluded with ACTION is directly related to the business and professional nature.

3. „End Customer" - an entity 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 ISERWIS'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 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as „GDPR")

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.

26. "Statement of having the status of a large entrepreneur" - an obligation to submit to the other party to a commercial transaction a declaration of being a large entrepreneur within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 recognizing certain types of aid as compatible with the internal market in application of Art. 107 and 108 of the Treaty (Official Journal of the EU L 187 of 26.06.2014, as amended). - in the form in which the commercial transaction is concluded, at the latest at the time of its conclusion.

§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: *https://is3.action.pl/account/termsofcooperation#fees*

d) obtaining and exchanging financial and accounting information about payments and settlements of the Parties, sales documents, and matching payments. Description of available information exchange methods (IT integrations): *https://is3.action.pl/account/termsofcooperation#integrations*

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. In addition to the functionalities indicated in §3 para. 1 of the Terms and Conditions, in the price list, ACTION provides the Contractor with information about the statistical classification (PKWiU) and customs classification (CN) as they are, without any express or implied guarantees. ACTION does not guarantee the accuracy, timeliness, completeness, adequacy, suitability for the Counterparty or suitability for a specific purpose of the information. ACTION, with the exception of products sold under own brands, is not responsible for the data on VAT rates provided to Counterparties and for VAT invoices issued by ACTION, in particular for incorrect information provided on these invoices or documents, providing Counterparties with an incorrect VAT rate, statistical classification (PKWiU 2008 – by the end of March 2020) or customs classification (CN) for a given product, implying the use of incorrect data in the Counterparty’s sales system and the resulting incorrect VAT settlement by the Counterparty. In order to confirm the correctness of the data, the Counterparty is obliged to submit to the Director of the National

Tax Information (KIS - *Krajowa Informacja Skarbowa*) an application for issuing binding rate information (WIS – *Wiążąca Informacja Stawkowa*).

3. Activities carried out via I-SERWIS are executed electronically unless the Terms and Conditions state otherwise.

4. 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 2016" introduced by Resolution No. 26/1413/2015 of the Supervisory Board of the Warsaw Stock Exchange on 13 October 2015 (as amended). The text of these rules is available on the WSE website (http://www.gpw.pl) and our 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.

5. ACTION declares that it has the status of Big Entrepreneur as defined in Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014.

6. 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 ISERWIS is possible after entering by the User authorization parameters, i.e. Login and 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.

c) the right to delete the Sub-account in the event of the lack of any activity of the User of a given Sub-account for a period of at least 3 years.

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 ISERWIS, 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 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. The Parties are obliged to notify each other of any suspected breach of data transmission security rules by electronic means within 72 hours.

8a. ACTION qualifies and marks the selected Goods indicating the age category of the Users for whom they are intended, in accordance with applicable law, in such a way that the User can easily familiarize himself with the marking before selecting the Goods catalog, as well as in the Goods card. In particular, erotic goods, goods containing alcohol and tobacco products are marked as intended for adults (marking: 18+). If a given catalog of Goods is marked as intended for adults, browsing the Goods in a given catalog is equivalent to submitting a declaration of at least 18 years of age. ACTION may limit access to the Goods intended for adults or introduce a functionality to confirm the age of the User. Users are obliged not to make available and apply appropriate measures to prevent minors from accessing the Goods and content intended for adults.

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. The information contained in Cookies may be used by the website from which it was sent for the purpose of profiling the user.

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 as well as

presentation of products and 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 some of these files. 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. 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, and meeting the characteristics of the Counterparty specified in Section 2 paragraph 2 of the Terms and Conditions. The entity applying for registration in the I-SERWIS confirms that these conditions are met in the form referred to in Section 5 paragraph 2 point a) of the Terms and Conditions.

2. An entity that meets the requirements specified in Section 4 paragraph 2 and Section 5 paragraph 1 of the Terms and Conditions in order to register at the I-SERWIS is obliged to:

a) Fill in and send by electronic means the Registration Form available at https://is3.action.pl/registration/firstregistration

b) send the following to the e-mail address: rejestracja@action.pl, or submit them in person at the premises of ACTION 10 Dawidowska Street in Zamienie, 05-500 Piaseczno or send in paper version to the address of the ACTION seat:

current copies of the following documents: the decision of granting the NIP number, the REGON number, in the case of a foreign Counterparty, a document indicating the identification number resulting from the law of the country of the Counterparty;

c) send the following to the e-mail address: rejestracja@action.pl, or submit them in person at the premises of ACTION 10 Dawidowska Street in Zamienie, 05-500 Piaseczno or send in paper version to the address of the ACTION seat: Statement of having the status of a large entrepreneur - the sample statement is attached as Annex 1 to the Regulations.

3. In the case of:

a) sending the Registration Form without providing all information indicated in it,

b) sending the Registration Form without documents indicated in point b. and/or c) in paragraph 2 above,

c) finding non-compliance of data included in the Registration Form with registration documents,

- registration in the I-SERWIS will not be made.

4 In justified cases, ACTION may request additional information or documents for registration.

5. 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 to the addresses indicated in § 5 item b. via email or in writing - addresses in accordance with § 5 point b.

6. 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.

7. 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.

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

9. Once the registration has been confirmed in accordance with paragraph 6 above, cooperation agreement is concluded between ACTION and the Counterparty under the conditions specified in the Terms and Conditions.

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

11. Problems related to logging in the I-SERWIS should be reported to the following e-mail address: 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 ul. Dawidowska 10 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 66¹ 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 9 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 9 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. 1 and 2 (in the case of User's 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 9 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 9 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 9 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 ,

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: *https://is3.action.pl/home/rules* .

20. Under Article 558 Section 1 of the Act of April 23rd 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).

23. ACTION conducts specialized business activities of a bilateral, strictly professional nature of the concluded contracts. Therefore, the intention of ACTION is to conclude contracts only with entities that meet the characteristics of the Counterparty indicated in Section 2 paragraph 2. of the Terms and Conditions and in this respect ACTION is based on the Counterparty 's assurances. In the event that the statements on meeting the Counterparty 's characteristics turn out to be inconsistent with reality, ACTION provides the following information about consumer provisions contained in Chapter 4 of the Act on consumer rights of 30 May 2014 (Journal of Laws of 2014, item 827), which apply to a natural person concluding a contract directly related to its business activity, when the content of this contract results from that it does not have a professional character for this person, resulting in particular from the subject of the business activity performed by him, made available on the basis of the provisions on the Central Registration and Information on Business (*Centralnej Ewidencji i Informacji o Działalności Gospodarczej*).

a) a consumer who has concluded a distance contract may withdraw from it without giving reasons by submitting a written declaration of will within 14 days. The fourteen-day period during which the consumer may withdraw from the contract is counted from the date of delivery of the item, and if the contract concerns the provision of a service – from the date of its conclusion. To meet the deadline referred to in the preceding sentence, it is sufficient to send a written declaration of withdrawal from the contract before its expiry to the address ACTION – Complaints Department, Zamienie, Dawidowska 10, 05-500 Piaseczno.

b) the returned goods shall be unchanged, unless the change was necessary within the limits of ordinary management. In the event of withdrawal from the sales contract, such a contract is considered void and the parties return everything they have provided to the other party.

c) the entrepreneur is obliged to immediately, no later than within 14 days from the date of receipt of the consumer's statement on withdrawal from the contract, return to the consumer all payments made by him, including the costs of delivering the goods.

d) if the entrepreneur has not offered to pick up the goods from the consumer himself, he may withhold the reimbursement of payments received from the consumer until he receives the goods back or the consumer provides proof of returning the goods,

whichever occurs first.

e) the entrepreneur reimburses the payment using the same method of payment as used by the consumer, unless the consumer has expressly agreed to a different method of reimbursement that does not entail any costs for him.

f) the direct cost of returning the goods is borne by the consumer.

g) if the consumer has chosen a method of delivery other than the cheapest standard delivery method offered by the seller, the seller is not obliged to reimburse the consumer for additional costs incurred by him.

h) in the case of the provision of services, commenced with the consumer's consent, before the deadline to withdraw from the contract referred to in point a) above, the service provider may demand payment of the price or remuneration for the service actually performed.

i) the right to withdraw from a contract concluded outside the business premises or at a distance is not available to the consumer in relation to contracts:

- for the provision of services, if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed before the commencement of the service that after the entrepreneur has fulfilled the service, he will lose the right to withdraw from the contract;

- in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the deadline to withdraw from the contract;

- in which the subject of the service is a non-prefabricated item, manufactured according to the consumer's specifications or serving to satisfy his individual needs;

- in which the subject of the service is an item that deteriorates quickly or has a short shelf-life;

- in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery;

- in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items;

- in which the subject of the service are alcoholic beverages, the price of which was agreed upon conclusion of the sales contract, and the delivery of which may take place only after 30 days, and the value of which depends on fluctuations in the market over which the entrepreneur has no control;

- in which the consumer expressly demanded that the entrepreneur came to him to make urgent repairs or maintenance; if the entrepreneur provides additional services other than those requested by the consumer, or provides items other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract with regard to additional services or items;

- in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery;

- for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts;

- concluded through a public auction;

- for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision;

- for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the consumer's express consent before the deadline to withdraw from the contract and after informing the entrepreneur about the loss of the right

to withdraw from the contract.

§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 main 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. In the case of transfer of User’s personal information, ACTION will act as the collector of the personal data within the meaning of art. 4 item 7 of the GDPR.

4. 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, (including e-mail, electronic communicators, chats, etc. provided for communication by the User),

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 16th 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.

5. 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. The User's personal data may also be processed - with separate consent of the User - to 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.

6. The User's personal data may be shared by ACTION only for the purpose for which the Personal Data was collected or if it results from the legally justified interests of the Administrator or a third party, including the applicable legal regulations.

7. 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 administrator is the Counterparty who provides ACTION with the data of its employees and co-workers who act in the name and on behalf of the Counterparty. In such cases, the data shall be processed for the purposes of the legitimate interests pursued by the Controller of Personal Data. 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 entrusted by the Counterparty with the data of its customers (end users of services or consumers –

the "Counterparty's end customers") 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 art. 6 of GDPR, 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 personal data (such as name, surname, telephone number, e-mail address) of the End Customers after the order has been delivered within 7 days after taking into account the knowledge of issuing the recipient's shipment, however, the delivery address is deleted only after two years from the order.

8. 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.

9. 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.

10. 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. CONDITIONS OF COOPERATION AND FORMS OF 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. Terms of granting the Credit Limit: *https://is3.action.pl/account/termsofcooperation#credit*

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: https://is3.action.pl/account/termsofcooperation .

§11. ADDITIONAL PROVISIONS

1.Any rights under this Agreement (including in particular monetary claims against ACTION) may not be:

a) transferred to any third party by the Contractor,

b) deducted by the Contractor from ACTION's claims against the Contractor without the prior consent of ACTION expressed in writing under pain of nullity.

2.The Regulations are subject to Polish law.

3.Any disputes that may arise between the parties under the Regulations and the implementation of activities performed on this basis will be settled by common courts competent for ACTION.

4.In the event that any of the provisions of these Regulations, by virtue of law or final or valid decision of any administrative authority or court, have been declared void or ineffective, the remaining provisions of these Regulations shall remain in full force and effect.

5.The document has been prepared in Polish and is valid from the day - in accordance with the date appearing in the electronic verification signature in the file's properties.

6.In the period from the date of publication of the Regulations to the date of its entry into force, the Contractor may use ISERWIS under the existing conditions. After this deadline, the User will not be able to perform the actions specified in the Regulations through I-SERWIS. This fact does not affect the existence of obligations of the Parties created before that date.

Annexes to the Regulations:

1. Specimen Statement of having the status of a large entrepreneur.

2.Description of technical and organizational measures used to ensure protection of personal data processing used in I-SERWIS.

Annex No. 1

……, dnia …….. r.

(Place) *(Date)*

……

……

(Dane Kontrahenta)

KRS: ……

NIP: ……

ACTION S.A.

Zamienie, ul. Dawidowska 10

05 – 500 Piaseczno

KRS 0000214038, NIP 527-1107-221

DECLARATION ON THE STATUS OF LARGE ENTREPRENEUR

In connection with the entry into force on 1 January 2020 of the Act on the amendment of certain acts to reduce payment gridlocks (Journal of Laws of 2019, item 1649), in order to fulfill the obligation arising from the provision of art. 4c of the Act amended by Art. 10 of the Amending Act resulting in the identification of large enterprises, the undersigned, representing:

_____

I declare that on the day of submitting this statement I have the status of a

BIG ENTREPRENEUR,

i.e. an entrepreneur other than micro, small or medium within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 recognizing certain types of aid as compatible with the internal market in application of Art. 107 and 108 of the Treaty (Official Journal of the EU L 187 of 26.06.2014, as amended) and after analyzing in particular relationships and their impact on employment and financial parameters necessary to determine the ceilings referred to in art. 1 of the Annex, especially the types of enterprises taken into account when calculating the number of staff and financial amounts specified in art. 3 of the Annex **- insert "X" in only one square:**

YES NO

Date of commencement of the Counterparty's activity: ....

The Contractor undertakes to immediately notify ACTION S.A. based in Zamienie on changing its entrepreneurial status and other data necessary to continue commercial cooperation.

I declare that the above data regarding the determination of the size of the enterprise are consistent with the factual and legal status.

……

(Date, legible signature of persons authorized to represent the Contractor)

Annex No. 2

Description of technical and organizational measures used to ensure protection of personal data processing used in I-SERWIS

The personal data file is kept:

a) centrally

b) using the IT system

c) using at least one IT system device used to process personal data connected to the public network (e.g. the Internet)

16.The requirements set out among others in GDPR

a) a Data Protection Officer been appointed to supervise compliance with the protection rules for personal data being processed

b) only persons authorized by the Data protection Officer are allowed to process the data

c) records of persons authorized to process data are kept

d) security policy has been developed and implemented

e) IT system management instruction has been developed and implemented

f) a register of personal data processing activities is kept

g) other means, in addition to those listed in points a-e, are used to secure data:

Physical data protection measures:

[2.]The personal data file is stored in a room protected by doors of increased fire resistance >=30 min.

[3.]The personal data file is stored in a room protected by doors with increased resistance to burglary - Class C doors

[5.]The rooms in which the personal data file is processed are equipped with an anti-burglar alarm system.

[6.]Access to the premises in which the personal data file is processed is covered by the access control system.

[7.]Access to the premises in which the personal data file is processed is controlled by a monitoring system using industrial cameras.

[9.]Access to the premises in which the personal data file is processed is protected by the security service 24 hours a day.

[14.]The backup/archival copy of the personal data file is stored in a locked metal cabinet.

[17.]The premises in which the personal data files is processed are protected against the effects of fire by means of a fire protection system and/or a freestanding fire extinguisher.

[18.]Documents containing personal data are destroyed mechanically using document shredders, when they are not needed anymore. Hardware measures of the IT and telecommunications infrastructure:

[3.]UPS devices, a power generator and/or a separate power network have been used to protect the IT system used to process personal data against the effects of power failure.

[4.]Access to the personal data file, which is processed on a dedicated computer station/laptop computer, has been protected against unauthorized activation with the BIOS password.

[5.]Access to the operating system of the computer in which personal data is processed is secured using the authentication process with the user ID and password.

[8.]Measures preventing making unauthorized copies of personal data processed using IT systems have been applied.

[9.]Systemic mechanisms have been used to enforce periodical change of passwords.

[10.]A system for registering access to the personal data/data file has been applied.

[11.]Cryptographic data protection measures for personal data transferred via teletransmission have been used to determine appropriate rights of access to IT resources, including personal data files for i[12.]Access to teletransmission resources has been secured by means of authentication mechanisms.

[14.]A disk array has been used to protect personal data against the effects of disk storage failure.

[15.]Anti-malware protection measures have been used to protect data against worms, viruses, Trojans, rootkits.

[16.]A Firewall system has been used to protect access to the computer network.

[17.]The IDS/IPS system has been used to protect access to the computer network.

Protection measures for software tools and databases:

[1.]Measures have been used to register changes made to individual elements of the personal data file.

[2.]Measures have been used to define the rights of access to the indicated scope of data within the processed personal data file.

[3.]Access to the personal data file requires authentication using the user ID and password.

[6.]Systemic measures have been used to determine appropriate rights of access to IT resources, including personal data files for individual users of the IT system.ndividual users of the IT system.

[7.]A mechanism forcing periodical change of access passwords to the personal data file has been applied.

[8.]Cryptographic measures to protect personal data have been used.

[9.]Screen savers have been installed in workstations, where personal data are processed.

[10.]The mechanism of automatic blocking of access to the IT system used for personal data processing in case of longer inactivity of the user has been used.

Organizational measures:

[1.]Persons employed in the processing of personal data have been familiar with the provisions on the protection of personal data.

[2.]Persons employed in the processing of personal data have been trained in the field of IT system security.

[3.]Persons employed in the processing of personal data have been obliged to keep them confidential.

[4.]Monitors of computers on which personal data is processed are set in a way that prevents unauthorized access to the data being processed.

[5.]The backup copies of the personal data file are stored in a different room from the one in which the server, on which personal data are processed on a regular basis, is located.

High security measures have been applied.

Annex No. 3

TEMPLATE FORM OF WITHDRAWAL THE CONTRACT

(this form should be completed and returned only if you wish to withdraw the contract)

- Addressee [here the entrepreneur should enter the entrepreneur's name, full postal address and, if available, fax number and e-mail address]

- I / We (*) hereby inform / inform (*) about my / our withdrawal from the contract of sale of the following items (*)

contract for the supply of the following items (*) contract for specific work consisting in the performance of the following items (*) / for the provision of the following service (*)

- Date of conclusion of the contract (*) / receipt (*)

- Name and surname of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if the form is sent in paper version)

- Date

(*) Delete as appropriate.