

Terms of Service for the provision of services by electronic means on the carmore.pl website

This is a courtesy translation. The legally binding version is the Polish original.

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II. Introduction

These Terms of Service for the provision of services by electronic means on the Carmore.pl website set out, in particular:

1. the types and scope of services provided by electronic means through the "Carmore.pl" website;
2. the conditions for the provision of services by electronic means, including the technical requirements necessary for interoperability with the ICT system used by the service provider, and the prohibition on users supplying content of an unlawful nature;
3. the conditions for concluding and terminating agreements for the provision of services by electronic means;
4. the complaint-handling procedure.

III. Definitions

The definitions used in these Terms of Service shall have the following meanings:

1. **Basic Subscription:** a description of the lease of a motor vehicle containing the basic parameters, including the amount of the instalment (subscription) and the subject matter (a motor vehicle);
2. **Final Subscription:** the Basic Subscription together with any additional services or products selected by the User via the Website in addition to the Basic Subscription;
3. **Call Centre:** an entity, including the Service Provider, which, on behalf of the Service Provider, contacts the User directly in connection with the provision of the Services and the User's use of the Services;
4. **Chat:** the conversation referred to in Section XII, clause 1 of these Terms of Service;
5. **Cookies:** small text files stored by the User's browser on the computer's hard drive, which contain information enabling identification of the connection and the proper functioning of the Website. Some Cookies may be stored for the period defined in the cookie file (the user has the ability to delete them manually), while some are deleted immediately after the connection with the Website ends. The rules for the use of Cookies are described in a separate Privacy Policy;
6. **Consumer:** a natural person concluding an Agreement with the Service Provider without a direct connection to their business or professional activity;
7. **Reservation Period:** the period referred to in Section XI, clause 17 of these Terms of Service;
8. **Partner:** an entity with which the Service Provider cooperates in the provision of the Services;
9. **Privacy Policy:** a separate document governing the general rules of operation of the Website, including the Carmore.pl website, and the rules for the use of Cookies, for all visitors to the Website;
10. **Reservation:** the action referred to in Section XI, clause 18 of these Terms of Service;
11. **Telephone Conversation:** the conversation referred to in Section XIII, clause 1 of these Terms of Service;
12. **Website:** an organised IT and information platform used by the Service Provider, available at the Carmore.pl website and websites associated with it, connected to the Internet, enabling Users to enter information, including personal data, and to use the IT mechanisms and information developed by the Service Provider or its Partners;
13. **ICT system:** a set of interoperating IT devices and software, ensuring the processing and storage, as well as the sending and receiving, of data via telecommunications networks by means of a telecommunications terminal device appropriate for the given type of network within the meaning of the provisions of telecommunications law;
14. **Agreement:** the Registration Agreement or the Reservation Agreement within the meaning of these Terms of Service;
15. **Subscription Agreement:** a lease agreement covering, as its subject matter, a motor vehicle, which lease agreement does not provide for an obligation for the lessee to acquire the subject matter of the agreement, together with any additional services or products;
16. **Agreement for Browsing the Website Content:** an agreement concluded between the User and the Service Provider in the manner and on the terms set out in these Terms of Service, on the basis of which the Service Provider provides the User, by electronic means, with the Service of browsing the Website content;
17. **Registration Agreement:** an agreement concluded between the User and the Service Provider in the manner and on the terms set out in these Terms of Service, on the basis of which the Service Provider

provides the User, by electronic means, with the Registration Services;

18. **Reservation Agreement:** an agreement concluded between the User and the Service Provider in the manner and on the terms set out in these Terms of Service, on the basis of which the Service Provider provides the User, by electronic means, with the Reservation Services;
19. **Services:** the Service of Browsing the Website Content, the Registration Service, and the Reservation Service;
20. **Service of Browsing the Website Content:** services provided by the Service Provider on the basis of the Agreement for Browsing the Website Content, consisting in enabling the User to use those functionalities of the Website for which User registration is not required;
21. **Registration Services:** services provided by the Service Provider on the basis of the Registration Agreement, consisting in: (i) collecting, processing, and analysing information, including personal data, referred to in the Terms of Service and made available via the Website by the User, (ii) creating an account on the Website, and (iii) enabling the use of the full functionality of the Website;
22. **Reservation Services:** services provided by the Service Provider on the basis of the Reservation Agreement, consisting in: (i) collecting, processing, and analysing information, including personal data, referred to in the Terms of Service and made available via the Website by the User, (ii) enabling the User to submit a Reservation Request in the manner and on the terms set out in these Terms of Service, and (iii) in the event that the Reservation Request is granted, reserving a motor vehicle on the terms set out in these Terms of Service;
23. **Service Provider:** BERRY FINANCIAL SERVICES (POLSKA) SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, based in Warsaw (02-676), at UL. POSTĘPU 15C, entered in the register of entrepreneurs of the National Court Register (KRS) maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000871811, NIP: 7831827728, REGON: 3876045020, with share capital of PLN 200,000, correspondence address: ul. Postępu 15C, Warsaw 02-676;
24. **User:** any person who uses the Website on the basis of these Terms of Service. The Website is intended for Users who are natural persons who have reached 18 years of age and have full legal capacity;
25. **Reservation Request:** a request prepared and submitted on the terms set out in these Terms of Service, used to reserve a motor vehicle.

IV. General provisions

1. The owner of the Website is the Service Provider.
2. Through the Website, the Service Provider provides the User with the Services.
3. Use of the Services is free of charge.
4. Use of the Reservation Services and the Registration Services requires registration on the Website.
5. Without registration on the Website, it is possible only to use the Service of Browsing the Website Content and to conduct a Telephone Conversation or Chat at the request and with the consent of the User. Without registration on the Website, it is not possible to perform actions for which registration on the Website is required, including in particular saving the selection of individual services or products in the Website's memory or submitting a Reservation Request.
6. Any content on the Website does not constitute an offer within the meaning of the provisions of generally applicable law, including in particular the provisions of the Civil Code, nor a promise to conclude any

agreement, to assume any obligation, or to render any performance.

V. Technical requirements for the provision of the service

In order to use the Website properly, the User should have a device and software meeting the following minimum requirements:

a) access to the Internet; b) an installed and updated antivirus program; c) enabled support for Cookies and JavaScript; d) an installed browser supporting HTML5 and CSS3 (Internet Explorer 10 (or a newer version), Mozilla Firefox 21.0 (or a newer version), or Google Chrome 34 (or a newer version).

VI. List of subscriptions

1. Irrespective of registration, the User may use the Service of browsing the Website content on the basis of the Agreement for Browsing the Website Content. The Agreement for Browsing the Website Content is concluded upon the actual commencement of use of the Website. A condition for concluding the Agreement for Browsing the Website Content is prior review and acceptance of the Terms of Service. It is deemed that the User has accepted the Terms of Service if they have actually commenced use of the Website.
2. Generating a list of products or services is done by selecting the appropriate parameters from those available in each case, i.e. in particular with regard to: a) information on whether the subscriber is to be an entity conducting business activity or an entity not conducting business activity; b) the subscription period; c) the amount of the own contribution; d) the amount of the subscription; e) the make/model of the motor vehicle; f) the body/type of the motor vehicle; g) the year of manufacture; h) the gearbox; i) the drivetrain; j) the fuel type; k) the mileage.
3. Entering the data referred to in clause 2 results in the display of a list of Basic Subscriptions on the Website.
4. A list of Basic Subscriptions may also be generated by searching for Basic Subscriptions using the appropriate tool available on the Website.
5. The User acknowledges and accepts that the list referred to in clause 3 and clause 4 is compiled on the basis of the User's selection and the information at the Service Provider's disposal, and is not subject to any verification, nor is it a source of any claims by the User or third parties. The Service Provider may, without incurring any liability on this account, refuse to include any product or service in the list, including not including any product or service in the list.
6. The information contained on the Website, including that concerning the Basic Subscription, originates from Partners. The Service Provider exercises all due care to ensure that this information corresponds to reality, but cannot ensure or guarantee that this is the case. In the event of a discrepancy between the information contained on the Website and the actual state of affairs, the Service Provider shall not be liable for any damage caused thereby, unless it is at fault. The User, by using the Website, acknowledges and accepts this.

VII. Review of the subscription

1. The User may browse the Basic Subscriptions displayed on the Website.
2. The individual Basic Subscriptions are presented on the Website in such a way as to enable the User to select the Basic Subscription in which they are interested.

3. Clicking on a word, graphic, or other element referring to a Basic Subscription on the Website results in the display of a description of the given Basic Subscription, containing information about the Basic Subscription and additional services or products, in particular information concerning: a) the amount of the subscription; b) the additional services included within the subscription; c) the type, make, or model of the motor vehicle; d) the mileage; e) the mileage limit; f) the gearbox; g) the drivetrain; h) the fuel type; i) the engine power.
4. Information about a given Basic Subscription may include information concerning additional services or products within or alongside the Basic Subscription, such as possible: a) insurance packages; b) warranty packages; c) inspections and servicing (basic service); d) tyres; e) service packages (full service); f) roadside assistance services ("assistance").
5. The information about the Basic Subscription provided on the Website does not contain all possible data, in particular concerning the given motor vehicle, nor does it constitute an offer or a promise to conclude a Subscription Agreement, nor an obligation to assume any obligation, to render any performance, or to perform any action beyond those expressly indicated in these Terms of Service. The User acknowledges that the selection of appropriate additional services or products may affect the parameters of the Basic Subscription, such as the amount of the subscription. The information contained on the Website, including that concerning the Basic Subscription, originates from Partners. The Service Provider exercises all due care to ensure that this information corresponds to reality, but cannot ensure or guarantee that this is the case. In the event of a discrepancy between the information contained on the Website and the actual state of affairs, the Service Provider shall not be liable for any damage caused thereby, unless it is at fault. The User, by using the Website, acknowledges and accepts this.
6. After selecting a Basic Subscription, including in particular the make and model of the motor vehicle and the amount of the subscription and the subscription period, and possibly after selecting additional services or products, the User may, following prior registration on the Website, save their selection to the Website's memory (the so-called clipboard) or submit a Reservation Request.

VIII. User registration

1. Registration on the Website takes place through: - completion by the User of the appropriate registration form on the Carmore.pl website and provision of the following data ("Basic Data"): (i) first and last name, (ii) email address, (iii) mobile telephone number, and then ticking the Terms of Service acceptance box, which is tantamount to acceptance of the Terms of Service without reservations; - use for this purpose of an account on the Facebook social network. For this purpose, the User logs into their account on that social network in the manner appropriate for that network. Upon registration on the Website via the Facebook social network, information contained in the User's publicly available profile on the Facebook portal (first name, last name, or other information disclosed in the public profile) is entered into the Website. Upon registration on the Website via the Facebook social network, the email address and telephone number are also entered into the Website, unless the User refuses consent to the retrieval of this data to the Website. Before completing registration on the Website, the User may change the data retrieved from the Facebook social network (first name, last name, telephone number, email address, or other). Before completing registration and in order to complete it, the User fills in the missing personal data necessary for registration (Basic Data). To complete registration, it is necessary to review and accept these Terms of Service. Acceptance of the Terms of Service takes place by clicking the appropriate box or performing another analogous action initiated in each case by the Service Provider; - use for this purpose of an account on the Google service. For this purpose, the User logs into their account on that service in

the manner appropriate for that service. Upon registration on the Website via the Google service, information contained in the User's publicly available profile on the Google service (first name, last name, or other information disclosed in the public profile) is entered into the Website. Upon registration on the Website via the Google service, the email address and telephone number are also entered into the Website, unless the User refuses consent to the retrieval of this data to the Website. Before completing registration on the Website, the User may change the data retrieved from the Google service (first name, last name, telephone number, email address, or other). Before completing registration and in order to complete it, the User fills in the missing personal data necessary for registration (Basic Data). To complete registration, it is necessary to review and accept these Terms of Service. Acceptance of the Terms of Service takes place by clicking the appropriate box or performing another analogous action initiated in each case by the Service Provider; - after performing the actions specified in point a, b, or c above, clicking the "Create account" box or another analogous box, if this is necessary and is initiated by the Service Provider; - activation of the account by clicking the activation link sent to the email address provided by the User and entering the verification code in the special box displayed for this purpose on the Website.

2. The User, when registering on the Website, should provide their current and factually accurate data, and should have full legal capacity.
3. The User, at any time after registering and having an account created for them on the Website and activating that account, has access to it on the Website and may manage it via the User panel on the Website.
4. The User's personal data, collected within their account on the Website, are processed in accordance with the provisions of these Terms of Service. Detailed information concerning the processing of personal data is contained in the Privacy Policy.
5. The email address is the User's name on the Website. The email address provided during registration on the Website is assigned to one account and allows access to only one account. There cannot exist on the Website two accounts associated with the same User name (email address).
6. A User account registered on the Facebook or Google service is governed by separate rules determined by the owners or operators of those services. The Service Provider has no influence over the activities of those entities or the rules they adopt, and is not liable for their activities, including for the content of any terms of service or policies, nor for the content published on a given service.

IX. Account

1. The Service Provider, after registration is completed, will create an account for the User. The Service Provider informs the User of the creation of the account by means of an email message sent to the address provided by the User during registration.
2. The User obtains access to their account on the Website immediately after completing the registration process on the Website. The User logs into their account on the Website each time by: (i) if login takes place directly through the Website – entering in the login form the email address used in the registration process and a password, in accordance with the instructions provided on the Website, or (ii) if login takes place through the Facebook or Google service – in the manner appropriate for those services.
3. A User registered and logged in on the Website may use the full functionality of the account on the Website, i.e. in particular the ability to: a) change data, i.e. in particular first name, last name, telephone number, email address, or password; b) manage notifications delivered to the User by granting, changing, or withdrawing consents enabling the delivery of appropriate marketing information to the User; c) save to

the Website's memory the Basic Subscriptions and additional services or products previously browsed by the User; d) other actions, if the Website so permits, such as, for example, adding reviews or comments to individual Basic Subscriptions or additional services or products. In the case of adding a review or comment, both the content of the review or comment and the User's name provided upon registration or subsequently changed within the account functionality are made available to persons reviewing the content of the Website (i.e. both registered and unregistered Users).

4. A User who is registered on the Website may use all the functionalities of the Website available without registration.
5. The Service Provider may process the data of registered Users, communicating with them at the email address or mobile telephone number provided by the User in matters related, for example, to the conclusion and performance of the Agreement or to verifying the User's level of satisfaction, insofar as this does not violate the provisions of generally applicable law. The rules for the processing of personal data are described in detail in the Privacy Policy.

X. Registration Agreement

1. The Registration Agreement is concluded at the moment of activation of the account by the User.
2. The Registration Agreement is concluded for an indefinite period.

XI. Reservation

1. A Reservation requires User registration, submission of a Reservation Request, and the granting of the Reservation Request (conclusion of the Reservation Agreement).
2. Submission of a Reservation Request requires: provision of the Basic Data and the Additional Data (described in clause 3 below); selection of a Basic Subscription together with any additional products or services. Clicking the "Make a Reservation" box or another analogous box results in the display to the User of fields covering the Basic Data and fields into which the User should enter the additional data necessary to submit the Reservation Request ("Additional Data"). Failure to enter complete Basic Data and Additional Data results in the inability to submit the Reservation Request. The Additional Data include in particular: registered residence address; correspondence address (if different from the registered residence address); PESEL or NIP; driving licence number; a declaration that the driving licence is valid; average monthly income; a declaration of the absence of arrears in other payments, including to financial institutions.
3. Entry of the Additional Data is confirmed by clicking the "Confirm" button or another analogous button. Following this action, in the event that the User has not previously made a definitive selection of additional services or products, such services or products may be displayed on the Website and selected by the User.
4. The User, when providing the Additional Data, should provide their current and factually accurate data, and should have full legal capacity.
5. The User may select all, some, or none of the additional services or products that are displayed together with or within the Basic Subscription. The User acknowledges and accepts that each selection in this respect may affect the individual parameters of the Final Subscription, including in particular the amount of the subscription.

6. After selecting a Basic Subscription together with any additional services or products and entering the Basic Data and Additional Data, the User may submit a Reservation Request.
7. Submission of a Reservation Request takes place through: a) confirmation of the Basic Data and Additional Data provided (at this stage it is possible to edit this data, whereby a change to the Basic Data requires a change on the Website at the level of the User's account); b) confirmation of the selection and configuration of the Basic Subscription together with any additional services or products and of the resulting amount of the monthly instalment (subscription); c) ticking the Terms of Service acceptance box, which is tantamount to acceptance of the Terms of Service without reservations; d) granting or refusing consent to the processing of the Additional Data for marketing or other purposes for which the User's consent is required (granting consent is voluntary and is not necessary to submit the Reservation Request); e) after performing the actions specified in points a, b, c above, clicking the "Send" box or another analogous box;
8. Incomplete filling in of the individual fields referred to in clause 9 above, or failure to fill in all the fields, may prevent its further completion, of which the User is informed on an ongoing basis or after completing the filling in of the fields.
9. Complete filling in of the data covered by the individual fields referred to in clause 9 above is confirmed by information about their correct completion displayed on the Website, and then by an email message sent to the address provided by the User and by a telephone call to the telephone number provided by the User. In order to confirm that the User has submitted the Reservation Request, the Service Provider will contact the User by telephone within one business day, making no more than three call attempts.
10. The Reservation Agreement is concluded between the Service Provider and the User at the moment of confirmation, during the telephone conversation referred to in clause 11 above, that the User has submitted the Reservation Request. The Reservation Agreement is concluded for the period until information about the possibility of granting the Reservation Request is provided, but no longer than one business day counted from the day of the confirmation referred to in the preceding sentence.
11. Following telephone confirmation of submission of the Reservation Request, the User is informed without delay, but no later than within one business day, of the possibility of granting the Reservation Request.
12. In the event of a lack of telephone contact with the User in the manner referred to in clause 11 above, it is deemed that the Reservation Request has not been submitted by the User, and the Service Provider is released from any further actions.
13. After the conclusion of the Reservation Agreement, in order to determine whether it is possible to grant the Reservation Request (i.e. to make the Reservation taking into account the parameters contained in the Reservation Request), the Service Provider transfers to the Partners the data, including personal data, provided by the User. More information about the processing of data can be found in the Privacy Policy.
14. In the event that it is not possible to make the Reservation taking into account the parameters contained in the Reservation Request, the User is informed of the refusal to grant the Reservation Request. In such a case, the Reservation Agreement is deemed to have been performed, and the User is not entitled to any claims on this account, in particular they may not withdraw from the Reservation Agreement;
15. In the event that the Reservation Request is granted, a Reservation is made for the User for a period of 48 hours from the moment the Reservation Request is granted (the Reservation Period), and the Reservation Agreement is extended by the Reservation Period. The Reservation Request is granted at the moment the User is served with the information (in the form of an email message or a telephone message) about the granting of the Reservation Request. Together with or immediately after the provision of information about the granting of the Reservation Request, the following are served on the User by email: a) a

template of the Subscription Agreement together with any annexes and additional documents; b) an invitation indicating the place and date, within the Reservation Period, for carrying out a test drive and checking the technical condition of the motor vehicle corresponding to the parameters contained in the Reservation Request, together with information about the possibility of concluding the Subscription Agreement.

16. In such a case, the Reservation Agreement is deemed to have been performed upon expiry of the Reservation Period.
17. The Reservation consists in the fact that, throughout the Reservation Period, a motor vehicle corresponding to the parameters contained in the Reservation Request will be available at the Service Provider's Partner in such a way that it may be the subject matter of a Subscription Agreement concluded with the User. The Reservation does not constitute an offer or a promise to conclude a Subscription Agreement. The information contained on the Website, including that concerning the motor vehicle covered by the Reservation, originates from Partners. The Service Provider exercises all due care to ensure that this information corresponds to reality, but cannot ensure or guarantee that this is the case. In the event of a discrepancy between the information contained on the Website and the actual state of affairs, the Service Provider shall not be liable for any damage caused thereby, unless it is at fault. The User, by using the Website, acknowledges and accepts this.
18. In the event that the User does not appear at the place and time agreed for carrying out further actions in the Reservation Period, and the Parties have not previously reached agreement on extending the Reservation Period in favour of the User and on a new place and time of meeting, the Reservation Agreement expires upon the expiry of the original reservation period. This provision applies analogously to the extended Reservation Period.
19. In the event that, for reasons for which the Service Provider is responsible, the further actions in the Reservation Period are not carried out at the agreed place and time, the Service Provider will maintain the Reservation in favour of the User for an additional period of 2 days and will propose to the User a maximum of two new dates for performing the indicated actions in the Reservation Period. In the event of a refusal by the User with respect to each of the Service Provider's proposals, the Reservation Agreement is deemed to have been performed upon the expiry of the new Reservation Period.
20. The conclusion of the Reservation Agreement does not oblige the User, the Service Provider, or any other entity to conclude a Subscription Agreement, and does not create any claim for the conclusion of, or a promise to conclude, a Subscription Agreement.

XII. Chat

1. Contact of the Service Provider (or an entity acting on behalf of the Service Provider) with the User may take place directly through a conversation consisting in the alternating exchange of text messages ("Chat") by means of an appropriate window that may appear on the Website.
2. The Chat is available in Polish (except on statutory public holidays): from Monday to Friday between 08:00 and 21:00.
3. The Chat serves exclusively to provide the User with information concerning the Service and the basic rules of operation of the Website, including guidance on how to submit a Reservation Request.
4. For the avoidance of doubt, it is established that the Chat does not serve: a) to register the User on the Website or to submit a Reservation Request; b) to receive or examine complaints, grievances, declarations

of withdrawal from an Agreement, declarations of termination of any agreement, or other similar declarations.

5. The Service Provider reserves the right for both the Chat service and a specific conversation conducted via Chat to be discontinued at any time for any reason, or without reason, which shall not constitute non-performance or improper performance of an agreement concluded on the basis of these Terms of Service or any other agreement.
6. The Service Provider (or an entity acting on its behalf) records the conversations conducted via Chat. At the beginning of such a conversation, the User is informed that the conversation is being recorded. In the event of the User's objection, the conversation is terminated. A conversation via Chat cannot take place without its being recorded.

XIII. Call centre

1. A request for a call submitted by the User within the Website, failure to provide complete Additional Data upon selection of a Basic Subscription, failure to submit a Reservation Request after entering the Additional Data, or the conclusion of a Registration Agreement or a Reservation Agreement may result in contact by the Call Centre with the User at the telephone number provided by the User and in conducting a telephone conversation with them ("Telephone Conversation") in Polish on the following days and at the following times, excluding statutory public holidays: a) from Monday to Friday between 08:00 and 21:00.
2. A request for a call may be submitted by the User without registration, by providing in the appropriate window on the Website the User's first and last name, their telephone number, and by granting the appropriate consent to telephone contact and accepting these Terms of Service (by ticking the appropriate box).
3. The Service Provider or the Call Centre records the Telephone Conversations. At the beginning of the Telephone Conversation, the User answers the question of whether they consent to the recording of the Telephone Conversation. In the event of an affirmative answer, the Telephone Conversation is continued. In the event of a negative answer, the Telephone Conversation is terminated. The Telephone Conversation cannot take place without its being recorded.
4. The purpose of the Telephone Conversation is: a) to confirm that the given interlocutor has previously visited the Carmore.pl website and requested a call or completed registration; b) to answer the User's questions or to provide the information requested by them; c) to complete the process of providing the Additional Data, if this process has not previously been completed; d) in the event of the User granting the appropriate consent, for the User to answer the question of whether they would like to submit a Reservation Request; e) in the event of an affirmative answer to the question referred to in point c) above – for the User to provide the additional data necessary to submit the Reservation Request, including the Additional Data, and for the User to select additional services or products; f) to obtain the necessary consents, insofar as they have not previously been granted by the User; g) to perform other actions justified by the performance of an agreement concluded on the basis of these Terms of Service, in particular confirmation of the Reservation Request, arranging a meeting for the purpose of carrying out actions during the Reservation.

XIV. Liability of the service provider

1. The User acknowledges and accepts that the provision of the Services in accordance with these Terms of Service is not tantamount to the User's receipt of an offer or a promise to conclude a lease agreement, a

long-term rental agreement, a lease (leasing) agreement, a loan, a credit, or any other performance, service, good, or product.

2. The Service Provider is liable only on the basis of fault for non-performance or improper performance of the Agreement, whereby the Service Provider in particular shall not be liable for damage arising from or connected with: - the User's failure to comply with the technical requirements for using the Website; - the inability to use the Website due to circumstances for which the Service Provider is not responsible or which are beyond its control; - force majeure, understood as an event not attributable to the fault of the Service Recipient, which the Service Recipient could not prevent while exercising due care, or which it could not foresee. These events include in particular war, a terrorist attack, burglary, fire, flooding, a strike, riots, a hacker attack, a failure, causes attributable to third parties who undertake the actions necessary for the proper provision of the Services by the Service Provider, including persons providing telecommunications, hosting, banking, postal, courier, email, domain registration and maintenance, or other services; - unauthorised use of the Service or use in breach of the Terms of Service by the User or another person; - the User's provision of untrue information, and in particular the Service Provider shall not be liable for damage arising from or connected with the inability to finalise any transaction with a Partner due to the User's provision of untrue data; - the User's provision of the data of a third party, if such data was provided without their knowledge and consent; - malicious, deceitful, indecent, or unlawful acts or omissions of third parties; - causes connected with software or IT systems other than the Website, including those connected with the mobile devices used by the User, the software for those devices, or mobile telephone networks, including in particular charges for the use of those networks; - the rejection of sent email messages by mail servers, e.g. as a result of the operation of filters, blocks, or failures of those systems; - the marking of emails of the Service Provider, Partners, or other emails connected with the Services as spam by the email service provider; - information conveyed directly or indirectly to the User or to third parties by Partners or persons acting on their behalf or for their benefit; - an act or omission of Partners or persons acting on their behalf or for their benefit; - a Partner's contacts with the User, including any negotiations, talks, or arrangements; - the conclusion or non-conclusion of an agreement between the User and a Partner, the improper performance of such an agreement, or problems connected with the termination of such an agreement; - the financial condition, including the financial or credit standing or liquidity, of the User, a Partner, or third parties; - compliance with advertising, promotional, marketing, informational, or other content found on the Website; - the operation of a mobile application on the device used by the User; - in other cases specified in the Terms of Service.
3. a) The User acknowledges and accepts that: b) the functioning of the Website may be subject to periodic interruptions, of which the Service Provider will, as far as possible, inform the User; c) the Service Provider does not guarantee the proper functioning of the Website in the event that the User uses hardware and software that does not meet the technical requirements set out in the Terms of Service. The provision of the Service may also be interrupted in the event of circumstances such as, in particular, poor connection quality, damage to or a defect in telecommunications devices, power supply systems, or computer hardware, a failure of the telecommunications network or interruptions in the supply of electricity, interruption of the connection, or any action of third parties; d) unless expressly granted by the Service Provider, the Service Provider does not act for the benefit of a Partner and none of its actions should be construed as undertaken on behalf of or for the benefit of a Partner. In particular, the Service Provider is not a representative, attorney-in-fact, representative, agent, direct or indirect deputy, subcontractor, or employee of a Partner; e) the Service Provider may also make available or use the Website for the purpose of placing or storing, by a Partner or other entities, content of an advertising, promotional, or informational nature. Such content need not be connected with the Services; f) the Service Provider has

the right to block access to the Website if it identifies irregularities in the use of the Website, in particular the occurrence of circumstances that could expose the User or the Service Provider to harm. In such a case, the Service Provider shall not be liable on account of the temporary suspension of access to the Website for the period necessary to remove the threats or irregularities that have arisen.

XV. Withdrawal from the agreement

1. Subject to clause 3 below, a User who is a Consumer may at any time, without giving a reason, within 14 days from the day of conclusion of an agreement on the basis of these Terms of Service, withdraw from it, in particular by submitting an appropriate declaration in electronic form or in writing, sending it to the address indicated in clause 2 below. A template of such a declaration is contained in Annex No. 1 to these Terms of Service. Submitting a declaration in accordance with such a template does not limit such a User's right to submit any other unequivocal declaration in which they inform of their decision to withdraw from the Agreement.
2. A declaration of withdrawal from the agreement submitted in the form of: a) an email message should be sent to the address: admin@berry-fs.com; b) in written form should be sent to the address: ul. Szturmowa 2a, Warsaw 02-678. In order to observe the deadline for withdrawal from the agreement, it is sufficient to send the declaration before its expiry.
3. The right to withdraw from the agreement does not apply to a User who is a Consumer in the event of the fulfilment of the conditions listed in Article 38 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended), in particular if such a User consented to the commencement of the provision of the Service before the expiry of the aforementioned deadline for withdrawal from the Agreement. Furthermore, pursuant to the aforementioned provision, upon performance of the Service by the Service Provider, a Consumer who gave express consent to the performance of the Service loses the right to withdraw from the Agreement.
4. Instructions for the Consumer on withdrawal from the Agreement are contained in Annex No. 2 to these Terms of Service.

XVI. Termination of the agreement

1. The User may terminate the Registration Agreement or the Reservation Agreement with immediate effect at any time, by sending an appropriate declaration to the address: admin@berry-fs.com or via the User's account. The deletion of the User's account on the Website using the Website's functionality is also deemed to be a declaration of termination of the agreement with immediate effect.
2. The Service Provider may terminate the Registration Agreement or the Reservation Agreement with immediate effect for important reasons, which are understood to mean: - the User's breach of the provisions of the Terms of Service, in particular good practices or the rights of third parties, including in particular if the User has, more than 5 times over a period of 12 consecutive months, concluded a Reservation Agreement and failed to appear at the agreed time to carry out further actions in the Reservation Period for reasons for which the User is responsible; - the permanent cessation of the provision of services by electronic means by the Service Provider due to objective considerations.
3. Termination of the agreement by the Service Provider takes place by sending an appropriate declaration to the current address provided by the User on the Website, whereby the deletion of the User's account on the Website using the Website's functionality is also deemed to be a declaration of termination of the

agreement with immediate effect, including in particular in the event of the permanent cessation of the provision of services by electronic means.

XVII. User obligations

1. The User is obliged to comply with the provisions of the Terms of Service, and in particular to use the Website in accordance with its intended purpose and with the relevant provisions of law.
2. The User is subject to a prohibition on supplying to the Website content of an unlawful nature.
3. Use of the Website should take place in accordance with its intended purpose, in compliance with the Terms of Service, the applicable provisions of law, and good practices.
4. If it is established that the User is undertaking actions that actually or potentially hinder or prevent the proper functioning of the Website, all options and rights assigned to the given User will be suspended or permanently withdrawn. The preceding sentence applies accordingly in cases of actions actually or potentially detrimental to the Service Provider. Acts or omissions aimed at circumventing the provisions of the Terms of Service are also deemed to be a breach thereof.
5. The User is not entitled to any compensation where the reason for the cessation of the provision of the Service was the Service Provider's obtaining information, a reasonable suspicion, or relevant official information that, while using the Website, the User committed a breach, an attempted breach, a circumvention, or an attempted circumvention of generally applicable law, in particular acted or attempted to act to the detriment of third parties, including failing to fulfil the provisions of the Terms of Service.

XVIII. Complaints and amicable methods of dispute resolution

1. The User has the right to submit a complaint concerning the provision of the Services on the basis of these Terms of Service at any time.
2. A complaint may be sent by email to the address: admin@berry-fs.com or in writing to the address of the Service Provider's registered office.
3. A complaint should contain a precise identification of the User (first name, last name, PESEL/NIP, email and correspondence address) and a precise description of the circumstances constituting the basis for submitting the complaint.
4. The Service Provider will examine the complaint within 30 days of its receipt. If the complaint cannot be examined within this period, the Service Provider will notify the person submitting the complaint of the reasons for the delay and the anticipated deadline for examining the complaint.
5. The response to the complaint is sent to the email address indicated by the person submitting the complaint or to the correspondence address, provided that they so requested when submitting the complaint. In the event of a refusal to grant the complaint, the Service Provider will provide the User who is a Consumer, on paper or another durable medium, with a declaration of: an intention to apply for the initiation of out-of-court consumer dispute resolution proceedings, or consent to participate in such proceedings, or a refusal to take part in out-of-court consumer dispute resolution proceedings.
6. Detailed information on the possibilities concerning alternative (amicable) methods of dispute resolution and the rules of access to such procedures for Users who are Consumers residing in Poland is available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.

There is a contact point at the President of the UOKiK (tel. no.: 22 55 60 333, email address: kontakt.adr@uokik.gov.pl, or address Plac Powstańców Warszawy 1, 00-030 Warsaw), whose task is to assist consumers in matters related to alternative methods of consumer dispute resolution. The Consumer has, by way of example, the following options for using alternative dispute resolution procedures:

- an application for dispute resolution to the Permanent Consumer Arbitration Court (more information can be obtained at: <http://www.spsk.wiih.org.pl/>);
- an application for out-of-court dispute resolution to the provincial inspector of the Trade Inspection (more information can be obtained on the website of the Inspectorate competent for the place of the Service Provider's business activity);
- assistance from the district (municipal) consumer ombudsman or social organisations whose statutory tasks include consumer protection (including the Consumer Federation and the Association of Polish Consumers). Advice is provided, among other means, by email at the address: porady@dlakonsumentow.pl and via the consumer helpline at the number 801 440 220.

On the website <http://ec.europa.eu/consumers/odr>, an online platform for the resolution of disputes between consumers and traders at EU level is available (the ODR platform). (More information can be found on the platform's website or on the website of the Office of Competition and Consumer Protection: https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

All disputes arising from any agreements concluded on the basis of these Terms of Service are subject to the jurisdiction of the common courts.

It should not be deemed that these Terms of Service or any agreement concluded on their basis contains an arbitration clause. The Service Provider reserves the right to separately give consent to alternative methods of dispute resolution with respect to individual cases.