

Regulations

(Terms & Conditions)

for Provision of Services of OFERER.COM Platform

Table of Contents: □ General Provisions □ Commencement of Provision of Services, Order Placement □ Terms and Conditions for Provision of Services
□ Rights and Responsibilities of Service Provider □ Rights and Responsibilities of Customer Payments □ Complaints and Reporting Problems
□ Personal Data Protection □ Termination of Agreement, Change of Regulations □ Non-disclosure

1 DEFINITIONS

1. **Regulations (Terms & Conditions)** - these Regulations, specifying the rules of provision of the Service

2. **Service** - the activity provided by the Service Provider to the Customer consisting in making the OFERER.COM platform available to the Customer by the Service Provider in order to establish and run the Online Shop on this platform. The Service is divided into subscription packages of various functionalities, in line with the pricelist published on the Service Provider's website (www.oferer.com).

3. **Service Provider** - the company SIEF-IT Sp. z o.o. [LLC] with its registered office in Łódź, [address:] ul. Zgierska 73/212, 91-462 Łódź, entered into the Register of Entrepreneurs kept by the District Court Łódź-Śródmieście in Łódź, XX Division of the National Court Register, entry number KRS 0000331633, [Tax ID/VAT No] NIP: PL726-26-09-875, [National Official Business Register No] and REGON: 100689300; with the share capital of PLN 50,000, paid up in full.

4. **Customer** - a natural person conducting business activity, including partners in a civil-law partnership, a body corporate, a body unincorporated, vested with statutory legal capacity, who has placed an order for the Service.

5. **Oferer.com Platform** - the technical infrastructure (hardware, software and other technical equipment, including links on the part of the Service Provider) put in place by the Service Provider, enabling provision of the Service to the Customer, in particular enabling establishment, configuration and running of the Online Shop.

6. **Online Shop** – an online software made available within the Service, enabling presentation, advertising and sale on the Internet of products and services (trade offer) of the Customer to the End User. The author's economic rights to the online shop are vested in the Service Provider.

7. **End User** - a natural or legal person making purchases in the Online Shop.

8. **Operator** - a natural person performing work on behalf of the Customer, authorized to manage (on behalf of the Customer) the Service with respect to configuration and ongoing service.

9. **Service Test Mode/ Trial period** - this is the mode in which the Service operates from the moment of the Customer's establishment of a test Online Shop until the Service Provider's acceptance of the order for the Service. In the Service Test Mode, the Customer is entitled to use the Service for the purpose of familiarization with the functional scope and method of operation of the Service.
10. **Service Full Mode** - the mode in which the Service operates from the moment of acceptance of the Customer's order by the Service Provider and issuance of a sales invoice. In the Service Full Mode, the Customer is entitled to use the Service for commercial purpose, all functionalities as ordered within the selected package are enabled for the Customer, in particular the Online Shop is available to the End Users.
11. **Agreement** - the placement of an order for the Service Full Mode is equivalent to conclusion of the Agreement for making available on the OFERER.COM Platform of the software for running the Online Shop. These Regulations (Terms & Conditions) comprise an integral part of the Agreement.
12. **Shop Account** - an electronic account (Internet email address) created for the Customer on the OFERER.COM Platform for the purpose of running a specific Online Shop. The Customer may have a number of shop accounts within the Service.
13. **Email Account** - an electronic mail account (an email address) created at the customer's request
14. **Admin Panel** - a tool available within the Service via a web browser, providing for the Customer's operational activities related to the Service (i.e. configuration, ongoing service and management of the same), requiring presentation of credentials.
15. **Credentials** - individual data (login and password) enabling the Customer's access to the admin panel in order to manage the Service.
16. **Service Website** - the website run by the Service Provider, to be found at the address: <http://www.oferer.com>, presenting information related to the Service and enabling access to the Service (including registration).
17. **Shop Contents** - all exemplary, initial texts made available upon establishment of the Online Shop by the Service Provider, in particular: email templates, online shop regulations (T&C), serving to facilitate configuration of the Online Shop.
18. **Settlement Period** - the period of provision of the Service for which the unit fee is due as specified in the Pricelist, coming to 30 consecutive days (from the day of the Customer's making the first payment for the Service).
19. **Shop Account Validity Date** - the settlement period or periods for which the Customer has already made payments in advance for the provision of the Service and the Service Provider is obligated to provide the Service; the account validity date expires on the last day of the last settlement period; the information on the shop account validity date is available on the Admin Panel.
20. **Pricelist** - the information, published on the Service Website, on the current amount of the fees as due for the Service.

§ 2 GENERAL PROVISIONS

1. The Regulations (Terms and Conditions) specify the terms and rules of provision by the Service Provider to the Customer of the Service consisting in making the OFERER.COM Platform available to the Customer, enabling the Customer to establish and run the Online Shop on this platform in order to make e-commerce transactions, in particular presentation, advertising and sale of products and services (trade offer) offered by the Customer to end users. The provisions of the Regulations (Terms and Conditions) determine, in particular, the method of using the Service and making payments, the rights and responsibilities of the Parties as well as regulatory information.
2. The Service Provider's provision of the Service is subject to prior conclusion of the Agreement and the Customer's acceptance of the terms and conditions as defined in these Regulations (Terms and Conditions).

§ 3 COMMENCEMENT OF PROVISION OF SERVICES, ORDER PLACEMENT

1. The Customer may use the Service solely for the purposes of and in connection with the business activity, as conducted by itself.
2. Following registration, the Customer is entitled to use the Service in the Test Mode.
3. The Service Provider reserves the right to restrict the registration of the Service.
4. The period of operation of the Service in the Test Mode lasts until the moment of the Customer's registration until the moment of acquiring the full mode by the Customer. No longer, however, than 14 days of the day of registration. In case the Service Provider does not receive an order and payment from the Customer within this time limit, the Test Mode of the Service is blocked and deleted. The test Service is free of charge.
5. The Customer's ordering of the Service takes place by filling out the form available on the Service Website and confirmation by the Customer of having familiarized itself with the regulations (terms and conditions) and acceptance of the same in an electronic form, i.e. by ticking the appropriate box in the form. The Customer is obligated to provide true and up-to-date data concerning the Customer. The Service Provider reserves the right to verify the correctness of the data, as entered, and refuse registration of the Service in case any irregularities are found regarding the above mentioned data.
6. Following the Service Provider's reception of the payment for the Service, the commencement of the provision of the Service commences in the full mode. The method of making payments is provided in § 7.

§ 4 TERMS AND CONDITIONS FOR PROVISION OF SERVICES

1. The Service Provider uses its best efforts so that the Online Shop should operate and display properly, however, it does not guarantee the continuous operation of the same.
2. The Customer's use of the Admin Panel is possible subject to using a desktop computer and the following web browsers: Mozilla Firefox version 20.0 or later, JavaScript and Cookies enabled, or Google Chrome version 10 or later, JavaScript, Cookies and Flash enabled.

The Service Provider uses its best efforts so that the front part of the shop (the buyer's side) operates properly on web browsers located at the threshold above 1.5% of popularity within the area of Poland according to the up-to-date GEMIUS ranking.

3. Within the Service, the Service Provider provides the Customer (for no extra charge) with a technical domain for the Online Shop in the oferer.pl domain in the following form: **Shopidentifier**.oferer.com. This domain serves only for launching and initial configuration of the shop, it should not be used for other purposes, this domain may not be indexed by browsers and email boxes shall not be set up in this domain.
The Customer should use its own domain and has a possibility to configure any number of its own domains, directing to the Online Shop.
4. The Service Provider represents that the Service is offered and provided in the SaaS (Software as a Service) model, which means that the software being part of the Oferer.com Platform and the Online Shop is installed and maintained entirely within the Service Provider's infrastructure. The Customer does not acquire any rights to the software making up the Oferer.com Platform or the Online Shop.
5. The Service Provider offers integrations with selected external entities, in particular: wholesalers, payment operators, couriers, the Allegro platform, the eBay platform, price comparison search engines. The Service Provider is not held responsible for their malfunction, does not act as a go-between in transactions and is not a party between the Customer and these entities.
6. The Service Provider is not a party to transactions made via the Online Shop and does not participate in any way whatsoever in servicing the End Users; the parties to transactions are exclusively the Customer and the End User. The Service Provider is not held responsible for the Customer (offering goods or services) and the End User (a prospective buyer of the goods or service) being or not being able to conclude and execute an agreement relating these goods or service in compliance with the law.
7. In case of making a payment for the Service within 30 days of the date of expiry of the Shop Account Validity Date, the access to the service may be restored. Wherein the continuity of the payment for the Service must be maintained, which means that a payment of the fee, as made, for the Service is settled as of the date of conclusion of the previous settlement period.

§ 5 RIGHTS AND RESPONSIBILITIES OF SERVICE PROVIDER, LIABILITY

1. The Service Provider undertakes to provide the Customer with the Service consisting in making the Oferer.com platform available in order to establish and run the Online Shop.
2. The Service Provider shall give the Customer access to the user documentation relating to the configuration and use of the Service in the form of instructions available on the Service Website.
3. The Service Provider shall enable the User's use of the basic technical support services for the Service. The basic technical support consists in the Service Provider giving advice and explanations regarding the scope of operation of the Service. The basic technical support is given at the electronic mail address info@oferer.com or on the phone at the number given on the Service Website. The basic technical support is provided to the Customers solely on workdays (from Monday to Friday, excluding public holidays), from 8.00 to 16.00 hours. Additional technical support is possible for an additional fee according to the Pricelist or individual arrangements.

4. Additional services relating to the Service, undescribed in the Regulations (Terms and Conditions), may be provided by the Service Provider upon the Customer's separate, written order, following prior arrangement of the scope of these services, the deadline of execution of the same and the remuneration payable to the Service Provider for the same. For the provision of additional services, the Service Provider shall charge additional remuneration to be determined on a case-by-case basis.
5. The Service Provider reserves the right to freely develop and modify the operation of the Service and the functionalities as offered within the Service. The Service Provider shall inform the Customer of the implementation of such changes by electronic mail at the electronic mail address to have been specified by the Customer upon registration or via the Admin Panel.
6. The Service Provider reserves the right to post in the Customer's Online Shop footer and the Customer's Allegro/eBay auction template information of the fact of the Online Shop's operation on the OFERER.COM Platform, in the form of text information and a link to the Service Website. In case of any interference by the Customer aiming to delete, hide or modify this information, the Service Provider is authorized to cease to provide the Service until this information is restored; in this case, the service fees already paid by the Customer are not reimbursable. The above information may be removed from the footer of the Online Shop or Allegro/eBay for an additional fee according to the Pricelist or individual arrangements.
7. The Service Provider reserves the right to post information on its provision of the Service to the Customer on the Service Website for the purposes of the reference list.
8. The Service Provider shall use its best efforts so that the Service should operate in a continuous and undisturbed way. However, the Service Provider reserves the right to make temporary breaks in the operation of the Service for the purposes of maintenance, repair and in particular to update and expand the Service – inasmuch as these tasks so require. The Service Provider shall use its best efforts to inform the Customer, upon reasonable advance – by electronic mail at the address to have been specified by the Customer upon registration or via the Admin Panel – of any breaks in the operation of the Service. The Service Provider is not held responsible for any damage resulting from breaks in the operation of the Service.
9. The Service Provider is not held responsible for damage resulting from the Shop Contents, as made available, and erroneous configuration of the Service by the Customer.
10. The Service Provider reserves the right to immediately block the operation of the Online Shop and access to the Customer's admin panel in case violation is observed of the terms and conditions of the Regulations (Terms and Conditions) or provisions of law, as well as in case of a reported action to the detriment of the Service Provider. In such a case, the service fees already paid by the Customer are not reimbursable.
11. The Service Provider reserves the right to verify the Customer with respect to the correctness of the company data by sending a verification letter with an activation code to be entered on the shop's admin panel. In case of failure to enter the activation code, the Service Provider reserves the right to temporarily block the provision of the Service.
12. The Service Provider represents that all data stored on the OFERER.COM Platform, entered within the use of the Service, shall be secured by means of being protected against interference from outside, as well as

unauthorized internal access (i.e. by unauthorized personnel of the Service Provider). The above mentioned data shall be stored on servers and, for the purpose of additional data loss prevention, backups of the data collected on these servers shall be created and stored by the Service Provider in one-day cycles, made at night so that each day's backup shall be stored for a period of 30 days, and the backups of each 1st day of the month shall be stored for a period of 1 year.

An exception is product photos that are kept maximum 14 days.

The backups are kept at two different geographical locations.

13. All liability of the Service Provider connected with non-performance or undue performance of the Service (including data loss) is limited to actual loss sustained by the Customer. The total annual liability of the Service Provider in this respect must not exceed a one-month fee for the Service net of taxes, in the amount binding as at the day of conclusion of the Agreement. The Service Provider is not held responsible for damage caused by telecommunications issued, damaged caused by non-function or malfunction of third parties' software, including the operation of computer viruses, improper configuration of the Online Shop, the Shop Contents, defects of the computer hardware of the Customer or end user, as well as other circumstances for which the Service Provider is not responsible. In addition, the Service Provider is not held responsible for any benefits that the Customer might have achieved if it had not sustained the damage. The Parties exclude application of warranty regulations (Terms and Conditions).

14. Prior to payment of compensation by the Service Provider to the Customer, the Customer must submit unequivocal evidence as to the occurrence of damage, in particular:

1. A complaint in writing with a detailed description of the issue to have occurred
2. A VAT invoice for the purchase of any goods
3. A VAT invoice or a sales receipt
4. A payment confirmation for a purchase of goods
5. A payment confirmation for a sale of goods
6. A history of correspondence with a target customer or providing telephone contact for the purpose of confirmation
7. A shipment payment confirmation, if such shipments are important for the payment of compensation

The documents should be sent to the address of the Head Office in Cracow, Poland.

The payment of compensation takes place following the grant of a complaint.

15. In case of being at fault with discontinuity in the provision of the Service in excess of 6 hours, the Service Provider undertakes to grant, at the customer's request, compensation in the form of 1 additional day, free of charge, extending the current Shop Account Validity Date.

§ 6 RIGHTS AND RESPONSIBILITIES OF CUSTOMER

1. The Customer is entitled to use the Service solely within the scope of the business activity, as conducted by itself, in line with these Regulations (Terms and Conditions) and all instructions and documentations made available by the Service Provider.
2. The Customer is obligated to provide true and up-to-date data concerning its enterprise, and in particular the data of the company and the address details, as well as to present up-to-date information in the Online Shop containing at least the company name or the first name and surname, and the address, telephone [*number*] and electronic mail address. In case of a change of the data provided in the registration form, the Customer is obligated to notify the Service Provider promptly of the same.

3. The Customer is solely responsible for the introduction and maintenance of the trade offer presented in the Online Shop, as well as for the contents of the commercial information. Presentation and advertising of commercial information and contents relating to goods and services forbidden by law or originating in crime, is prohibited. In case of violation of the above-mentioned obligations, the Service Provider is entitled to terminate the agreement with immediate effect through the Customer's fault.
4. All data introduced by the Customer within its use of the Online Shop are the property of the Customer and it is fully responsible for the same. The Service Provider is not held responsible for any contents introduced by the Customer within its use of the Online Shop.
5. The Customer is liable to meet its obligations towards the End Users as arising from the Internet sale managed by the Customer, in particular to inform about the terms and conditions of the purchase, execution of the End User's orders in compliance with the terms of the offer presented by the Customer. The full responsibility in this respect rests with the Customer.
6. The management of online shops within the OFERER.COM Platform rests with the Customer using the Service. The management takes place from the level of the Admin Panel. The Operator is obligated to maintain confidentiality (including non-disclosure to unauthorized third persons, adequate security measures, etc.) of the Credentials. In case of violation of the above-mentioned obligation, any adverse consequences resulting from the violation of this obligation are the Customer's responsibility/
7. The Operator, acting on behalf of the Customer, within the management of the Service from the level of the Admin Panel, may introduce into the Online Shop only such changes as made accessible on the Admin Panel and allowed by the Service Provider for the purposes of using the Service.
8. The Customer must not, via any mechanism of the shop or email boxes on the Service Provider's servers, send large amounts of spam (unwanted messages) to persons signed up (with confirmation) for the newsletter. In case such activities are detected, the Service Provider reserves the right to switch the newsletter mechanism to email servers of lower reputation or impose a partial restriction upon the Customer's sending email messages of this kind, or in case of gross spamming, the Service Provider may, following prior warning, give the Customer notice of termination of the Agreement. The Service Provider offers a possibility to integrate marketing activities of this kind with dedicated external systems.

§ 7 PAYMENTS

1. For the provision of the Service to the Customer, a fee is payable to the Service Provider in line with the Pricelist available on the Service Website.
2. The prerequisite for launching the Service in the Full Mode is making a payment of the fee for the Service for at least one settlement period. The Customer pays the fee for the Service for successive settlement periods before the end of the current settlement period.
3. The payments of the fee for the provision of the Service are made by the Customer in advance for a period of the Customer's choice, wherein the Customer may make payments at its discretion in line with the Pricelist.

4. A payment of the fee for the Service is confirmed by the Service Provider by means of a VAT invoice in the electronic form.
5. In case of non-payment of the fee for the Service before expiry of the shop account validity date, the Service Provider, as of the day of the expiry of the shop account validity date, has the right to restrict the access to the Service, inclusive of blocking of the Customer's Online Shop and blocking access to all other services, i.e. the operation of the domain, e-mail boxes, serving photos and other data from the Service Provider's server.
6. In case the Customer's delay in payment of the fee for the Service exceeds 30 days, counted as of the day of expiry of the shop account validity date, the Agreement for the Service is terminated automatically and all data collected by the Customer are removed from the Service Provider's servers, including backups.
7. The Service Provider does not collect **any fees** in arrears. The Customer pays for all services in advance, prior to execution of any service by the Service Provider. The Service Provider undertakes not to charge any fees following execution of a service or expiration of a service, when the Customer has not knowingly placed an order for successive service provision periods.
The procedure for all paid orders consists in issuing a Pro Forma invoice by the Service Provider, then the Customer may (it does not have to) pay the Pro Forma invoice, afterwards a VAT invoice is issued automatically.
8. Payment of the fee for the Service by card:
 - a) Available payments by payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro.
 - b) The entity to provide the online payment service is Blue Media S.A.
 - c) In case a need occurs to make a refund for a transaction made by the customer with a payment card, the seller shall reimburse into the bank account assigned to the Contracting Party's payment card.
 - d) With card payments, the moment of execution of an order is the moment of receiving positive authorization.

§ 8 COMPLAINTS AND REPORTING PROBLEMS

1. The Customer has the right to lodge complaints regarding non-performance or undue performance of the Service.
2. The Customer is obligated to lodge a complaint with the Service Provider no later than within 5 calendar days of the day on which a fault occurs, all complaints concerning faults which occurred earlier may not be allowed by the Service Provider.
3. All complaints regarding the Service should be lodged by electronic mail to the address info@oferer.com against proof of receipt of a complaint by the Service Provider or in writing to the Service Provider's address. The day of lodging a complaint via electronic mail is the day of the proof of receipt of the complaint by the Service Provider.
4. In its complaint, as lodged, the Customer is obligated to specify:
the Customer's name, the name of the Online Shop Account and a service address,
the subject matter of the complaint,
any circumstances providing reasons for the complaint.

5. A complaint, as lodged, is subject to examination within 30 days of being lodged; within this time limit, the Service Provider is obligated to present the Customer (via electronic mail or in writing) with its position regarding the complaint, as lodged, with grounds thereto.
6. Following exhaustion of the complaint procedure, the Customer is entitled to seek redress within a legal action.
7. If the Customer uses email boxes on the Service Provider's servers, then the Service Provider makes highly effective spam protection available to the Customer and reserves the right to filter unwanted messages (SPAM). Messages with a very high spam score are rejected by the Service Provider's servers and there is no possibility of reproducing them, and the Service Provider assumes no responsibility whatsoever therefore. Messages containing a medium spam score are removed to the SPAM folder by default, which can be turned off by the Customer in the box settings.

Email boxes must not be used for sending bulk emails to a great number of recipients. This does not pertain to circulating newsletters or mass correspondence via the shop's mechanism.

The Service Provider informs that all boxes attributed to the shop to which the Customer will connect from outside (i.e. not applicable to the shop) have a daily limit of messages sent, given in the email help; this aims to protect the servers from hitting spam blacklists and maintain the good reputation of the servers so that effective delivery of messages to customers by the shop is as high as possible.

The Service Provider offers the Customer freedom of choice as to the use of other email servers under its domain attributed to the shop.

8. The Service Provider does not offer any technical support or assistance with respect to the service of email software and other programs installed on the computer/phone/tablet or another device.
9. The Service Provider provides, free of charge, alternative access to connect to the electronic mail via the WebMail mechanism (<http://mail.oferer.com>). This is only an alternative service, and it is a service based on external software of a third entity of which the Service Provider does not have full control and ability to expand or even modify it. This alternative method may be turned off at any time due to, for instance, withdrawal from the project by the third party being its author. The Service Provider assumes no responsibility whatsoever, not does it provide any guarantee, for the operation of the WebMail service. Webmail is an alternative solution, which means that the basic service of the email may be easily executed using one's own email software (e.g. Mozilla Thunderbird), and an appropriate application on phones – Webmail does not work on phones.
10. Anti-spam and anti-dos mechanisms are installed on the Service Provider's servers. The Service Provider reserves the right to impose temporary restriction on incoming connection to the shop from IP addresses that exceed the threshold of 60 queries per minute.

§ 9 PERSONAL DATA PROTECTION

1. The controller of the Customer's personal data is the Service Provider, whereas the controller of personal data of the users of the Customer's Online Shop – run using the Service on the OFERER.COM Platform – is solely the Customer.

2. Provision by the Customer of personal data is voluntary, but necessary for the provision of the Service. Detailed information on the processing of the Customers' personal data is specified by the Privacy Policy available at the address: <https://oferer.com/files/Private%20Policy.pdf>
3. The Customer being the controller of personal data of the users of the Customer's Online Shop, as referred to in the paragraph above, entrusts the Service Provider with the processing of the personal data located on the servers administered by the Service Provider within the execution of the Service on the OFERER.COM Platform, within the scope of the activities resulting from the execution by the Service Provider of the Service. All personal data of the users of the Customer's Online Shop collected on the servers made available within the Service on the OFERER.COM Platform by the Service Provider, shall be stored in line with the provisions of law, in particular on the basis of the Data Processing Outsourcing Agreement (The Data Processing Agreement), comprising **an appendix hereto**.

§ 10 TERMINATION OF AGREEMENT, CHANGE OF REGULATIONS

1. Either Party is authorized to terminate the Agreement without cause at any time by giving one month's notice in writing, effective as at the end of a settlement period. In case of termination of the Agreement by the Customer, any payments already made by the Customer of the fee for the provision of the Service for unused settlement periods (i.e. in the part corresponding to the period from the day of termination of the Agreement until the expiry of the shop account validity date, as resulting from the payments made by the Customer) are not reimbursable to the Customer. In particular, any subscription fees, as made by the Customer, **are not reimbursable**.
2. The Service Provider is entitled to terminate the Agreement with immediate effect in the following cases:
 - a. provision by the Customer of false data upon registration,
 - b. failure to notify the Service Provider of a change of the Customer's registration data within 30 days of making the change,
 - c. non-payment by the Customer of the fee for the Service,
 - d. selling via the Online Shop goods or services forbidden by law or originating in crime.
 - e. gross breach of other provisions of these Regulations (Terms and Conditions).
 - f. acting to the detriment of the Service Provider, as well as verbal or written abuse towards the Service Provider may result in termination of the agreement with immediate effect.

In the above cases, the Customer is not entitled to reimbursement of the fee for the subscription period already used.

3. The Service Provider reserves the right to change the Regulations (or the Pricelist). Of a change of the Regulations (Terms and Conditions) or the Pricelist, the Customer shall be notified by making the contents of the new Regulations (Terms and Conditions) or Pricelist available on the Service Website.
4. Changes of the Regulations (Terms and Conditions) or the Pricelist are binding as of the day of making the amended contents of the Regulations (or the Pricelist) available on the Service Website, provided that any changes of the Pricelist for the Customer using the Service apply as of the beginning of a successive (next) unpaid settlement period following the publication of the amended Pricelist.
5. In case the Customer does not express its consent to the amended contents of the Regulations (or the Pricelist), the Customer may – within 7 days of the day of the publication of the new Regulations or Pricelist on the

Service Website – submit a statement of non-acceptance of the new Regulations or Pricelist. In this case, the Service Provider may terminate the Agreement with immediate effect, then the Service Provider shall reimburse the Customer for the payment of the fee for the provision of the Service already made by the Customer for any unused settlement periods (i.e. in the part corresponding to the period from the day of termination of the Agreement until the expiry of the shop account validity date, as resulting from the payments made by the Customer), or allow that the Customer use the regulations, as previously accepted by the same, until the expiry of the shop account validity date, as resulting from the payments made by the Customer.

6. Failure to submit by the Customer of a statement of termination within the time limit as referred to in paragraph 7 sentence one, means the Customer's consent to the new wording of the Regulations (including the Pricelist).
7. Following termination or expiration of the Agreement **§7 Point 6**, irrespective of the reason, the Customer's Online Shop, with all data collected in it within the duration of the provision of the Service, may be deleted by the Service Provider in a way rendering it impossible to recover the same (irreversible).
8. The Customer is not entitled to reimbursement of the paid fee for the arrangements or assurances by the Service Provider regarding the specificity of the operation of the Service or additional, payable services, were not made via email. Thus, all arrangement regarding important functionalities should be verifiable by checking the email correspondence history.
9. In case of the Service Provider executing additional, payable orders extending the functionality of the Service, the Service Provider charges an agreed fee in advance and reserves the right to renounce the execution of the order in case problems occur that have been difficult to anticipate. In this situation, the Customer is entitled to reimbursement of the full amount which it has paid and is not entitled to any compensation or redress whatsoever.
10. In case of the Service Provider executing additional, payable orders solicited by the Customer, in particular extensions of the functionality of the Service, the Customer is not entitled to any economic rights or copyright, or other claims regarding the use of the functionalities, as provided. The Service Provider is free to use the extensions created by itself. A possibility exists of executing extensions or additional orders for the exclusive use of the Customer, however, this requires written and unequivocal arrangements via email. The cost of execution of payable orders for the exclusive use of the Customer is much higher than unexclusive orders.

§ 11 NON-DISCLOSURE

1. Confidential information is to be understood as all information transferred by one of the Parties to the other Party, irrespective of the method of transfer (orally, in writing, in the electronic form), except this information which, upon disclosure of transfer to the other Party, is expressly defined as non-confidential, as well as all, undisclosed to the public, technical, process, legal, organizational, know-how information pertaining to one of the Parties or its collaborators and contractors, obtained by the other Party in connection with the execution or while executing the Service.
2. Either Party undertakes that all confidential information as transferred and disclosed by the other Party, shall be kept in full secrecy and confidentiality, it shall be used and applied solely for the purposes related to the execution of the Service, and that it shall not be transferred or disclosed to any third person without express prior consent of the Party to which it pertains, such consent to be expressed in the written form.

3. Either Party undertakes not to: copy, reproduce or disseminate in any way whatsoever confidential information, except when necessary for the purpose of execution of the Service, in which case all such copies shall be the property of the Party to have been the source of this information.
4. The Service Provider reserves the right to make the Customer's data available to other entities to the extent as necessary for the execution of the Services being provided.
5. The Parties determine that confidential information and the non-disclosure obligation does not comprise information:
 - a. that is generally known,
 - b. that has been made public by the party to which it pertains,
 - c. disclosed by a party subject to the other Party's prior, written consent,
 - d. that are disclosed as resulting from mandatory provisions of law,
 - e. that are disclosed as necessary in connection with transfer or assertion of claims resulting from the Agreement.
6. The non-disclosure obligation lasts for the duration of the Agreement and for the period of 3 years as of its termination or expiration.

§ 12 FINAL PROVISIONS

1. The Customer undertakes to inform the Service Provider promptly (no later than within 5 working days) of all changes regarding the legal form of the business activity, as conducted by itself.
2. To all matters not settled herein, provisions of Polish law, in particular of the Civil Code, shall apply.
3. The parties undertake to settle any disputes arising from or in connection with the execution of the Service by means of bilateral negotiation, and in case of failure to reach an agreement, these disputes shall be referred to a decision of the court having jurisdiction over the Service Provider's seat.
4. The data processing agreement comprises an integral part of these regulations (terms and conditions), which is an appendix hereto. This is Appendix No 1 available at this link:
<https://oferer.com/files/Data%20Processing%20Agreement.pdf>