

## Terms and conditions of the Zmotywowani.pl website

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### 1. GENERAL PROVISIONS

- 1.1. The zmotywowani.pl website functions in accordance with these Terms and Conditions.
- 1.2. These Terms and Conditions specify the types and scope of the services provided electronically via the zmotywowani.pl website, the principles of providing these services, the principles of executing and terminating agreements for the provision of electronic services, and the complaints procedure.
- 1.3. As of the moment of commencing the activities intended to use the Electronic Services offered via the zmotywowani.pl website, every Service Recipient shall comply with these Terms and Conditions.

### 2. The matters not regulated in these Terms and Conditions shall be governed by:

- 2.1. the Polish Law on the Provision of Electronic Services of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended);
- 2.2. the Polish Law on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827);
- 2.3. the Polish Civil Code of 23 April 1964 (Journal of Laws No. 16, item 93, as amended); and the other relevant Polish legal regulations.

### 3. DEFINITIONS

- 3.1. CONTACT FORM shall mean the form available on the zmotywowani.pl website that allows the Service Recipient to contact the Service Provider directly.
- 3.2. TERMS AND CONDITIONS shall mean these terms and conditions of the zmotywowani.pl website.
- 3.3. SERVICE PROVIDER shall mean **Zmotywowani.pl sp. z o.o.**, registered office address: ul. Sabatki 60, 02-174 Warsaw, address for deliveries: as above, entered into the Register of Businesses under number 0000365926, NIP (tax identification number): 522-29-61-576, REGON (statistical number): 142598734, share capital: PLN 50,000, e-mail address: info@zmotywowani.pl.
- 3.4. SERVICE RECIPIENT shall mean a natural person, a legal person, or an organization without legal personality that, under statutory regulations, has the capacity to perform legal transactions, using an Electronic Service.
- 3.5. ELECTRONIC SERVICE shall mean a service provided electronically by the Service Provider to the Service Recipient via the zmotywowani.pl website.
- 3.6. NEWSLETTER shall mean an Electronic Service allowing the Service Recipient to subscribe for and receive, to the e-mail address provided by the Service Recipient, free information from the Service Provider.

### 4. TYPE AND SCOPE OF ELECTRONIC SERVICES

- 4.1. Through the zmotywowani.pl website, the Service Provider allows the use of Electronic Services, such as:
  - 4.1.1. the Contact Form.
- 4.2. Provision of Electronic Services to Service Recipients shall take place in accordance with these Terms and Conditions.

5. PROVIDING ELECTRONIC SERVICES AND EXECUTING AGREEMENTS FOR THEIR PROVISION
  - 5.1. Provision of the Electronic Services specified in section 4.1 of these Terms and Conditions is free of charge.
  - 5.2. The term of the agreement shall be as follows:
    - 5.2.1. an agreement for the provision of an Electronic Service consisting in sending messages via the Contact Form is executed for an fixed period of time and is terminated at the moment the message is sent or at the moment the sending of the message is cancelled by the Service Recipient;
    - 5.2.2. an agreement for the provision of an Electronic Service consisting in using the Newsletter is executed for an indefinite period of time.
  - 5.3. The technical requirements that have to be met in order to work with the ICT system used by the Service Provider are as follows:
    - 5.3.1. a computer connected to the Internet;
    - 5.3.2. access to an e-mail account;
    - 5.3.3. a web browser;
    - 5.3.4. enabling cookies and Javascript in the web browser.
  - 5.4. The Service Recipient shall use the zmotywowani.pl website in accordance with legal regulations and good customs, respecting the personality rights and intellectual property rights of third parties.
  - 5.5. The Service Recipient shall upload data that is in accordance with the actual state of affairs.
  - 5.6. The Service Recipient shall not provide any illegal content.
6. TERMINATING AGREEMENTS FOR THE PROVISION OF ELECTRONIC SERVICES
  - 6.1. Termination of an agreement for the provision of an Electronic Service:
    - 6.1.1. Termination shall be possible with respect to an agreement for the provision of an Electronic Service the nature of which is continuous and open-ended (e.g. using a Newsletter).
    - 6.1.2. The Service Recipient may terminate the agreement with immediate effect and without providing a reason, by means of sending the relevant representation to info@zmotywowani.pl.
    - 6.1.3. The Service Provider may terminate an agreement for the provision of an Electronic Service the nature of which is continuous and open-ended if the Service Recipient violates these Terms and Conditions, in particular by providing illegal content, after he has been requested to cease the violation by a specific date and has failed to do so. In such a case, the agreement shall expire after 7 days after the day on which the declaration of will concerning its termination is made (notice period).
    - 6.1.4. Termination results in the relevant legal relationship ceasing to exist with respect to the future.
  - 6.2. The Service Provider and the Service Recipient may terminate an agreement for the provision of an Electronic Service at any time by mutual consent.
7. COMPLAINTS PROCEDURE
  - 7.1. Complaints related to the provision of Electronic Services by the Service Provider:
    - 7.1.1. Complaints related to the provision of Electronic Services via the zmotywowani.pl website should be sent to info@zmotywowani.pl.
    - 7.1.2. In the e-mail, as much information and as many circumstances concerning the object of the complaint as possible should be provided, including but not limited to the type and date of occurrence of the given irregularity and contact data. This information will significantly facilitate and speed up the examining of the complaint by the Service Provider.
    - 7.1.3. The Service Provider shall examine the complaint as soon as possible, but not later than within 14 days.
    - 7.1.4. The Service Provider's response to the complaint shall be sent to the Service Recipient's e-mail address specified in the complaint or in another manner requested by the Service Recipient.
8. INTELLECTUAL PROPERTY

- 8.1. All of the content published on the zmotywowani.pl website enjoys copyright protection and is owned by zmotywowani.pl. The Service Recipient shall be fully liable for the damage done to the Service Provider as a result of using any of the content from the zmotywowani.pl website without the Service Provider's consent.
  - 8.2. Any use of any of the elements comprising the content of the zmotywowani.pl website without the Service Provider's express written consent shall constitute a violation of the Service Provider's copyrights, resulting in civil and criminal liability.
9. FINAL PROVISIONS
- 9.1. The agreements executed via the zmotywowani.pl website shall be executed in accordance with the laws of Poland.
  - 9.2. If any of these Terms and Conditions is in conflict with the applicable legal regulations, the challenged Term or Condition shall be replaced with the relevant Polish legal regulations.