

## Terms of Use

### § 1.

#### General provisions

1. These Terms of Use are a contractual model and specify the terms, conditions and manner of providing the Service by the Service Provider to the User. The precondition of providing the Service is reading and accepting the provisions of the Terms of Use. By clicking the "Register for free" button or by registering through your own account on Facebook.com and Google.inc, you accept the Terms of Use.
2. The owner of the Site <https://landingi.com> and the domain <https://landingi.com> is Landingi Sp. z o.o., registered office at 6 Witkiewicza Street, 44-100, Gliwice, NIP: 6762461659, REGON: 122774425, entered in the business register in the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS number 0000449404.
3. The terms used in these Terms of Use shall be defined as follows:
  1. Platform - an on-line platform operated by the Service Provider, functioning through the website <https://new.landingi.com>, enabling the provision of the Service;
  2. Service Provider - Landingi Sp. z o.o., registered office at Witkiewicza 6, 44-100, Gliwice, NIP: 6762461659, REGON: 122774425, entered in the business register in the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS number 0000449404, with share capital of PLN 10,950, paid in full, e-mail: [support@landingi.com](mailto:support@landingi.com), phone number: +48 539 303 900;
  3. Service - a service provided electronically via the Platform by the Service Provider to the User in accordance with the provisions of the law and on the principles set out in the Terms of Use;
  4. Landing Page - the User's website created by means of the Platform, which assists the User in conducting advertising campaigns on the Internet. This page is displayed to the visitor as a result of marketing activities undertaken by the User. The content of the Landing Page is created and maintained by the User according to the rules specified in the Terms of Use;
  5. Popup - a pop-up window in a web browser created by means of the Platform which assists the User in conducting advertising campaigns on the Internet;

6. Lightbox - an interactive window (responding to a click on the Landing Page button by a visitor) created by means of the Platform, which assists the User in conducting advertising campaigns on the Internet;
7. Agreement - an agreement for the provision of the Service concluded between the Account Holder and the Service Provider on the terms specified in the Terms of Use;
8. User - the Account Holder or other person who has one of the roles assigned to the Platform;
9. Entrepreneur - a natural person running a business on his/her own behalf or a natural person representing a legal person or an organisational unit without legal personality, who is legally capable of concluding an Agreement with the Service Provider;
10. Consumer - a natural person having full legal capacity, who has concluded an Agreement unrelated to its business activity or profession. A Consumer, within the meaning of these Terms of Use, is also an Entrepreneur running a sole proprietorship, concluding contracts not of a professional nature resulting from the subject of its business activity, but only to the extent resulting from the Terms of Use and legal regulations;
11. Account Holder – a Consumer or Entrepreneur who has registered with the Platform. The Account Holder may pay for the Account, manage other Account Users and delete the Account;
12. Account Administrator - a User who can pay for the Account and manage other Users of the Account;
13. Plan - a set of functionalities of a given Account specified in the Price List;
14. Price List - a list of prices for the provision of the Service within the scope specified in the Plans, constituting an integral part of the Agreement. The Price List is available to the Account Holder or Account Administrator after logging in to the Platform and the Site under the link <https://landingi.com/pl/cennik>;
15. Account - a set of resources and settings saved in the Service Provider's database for the User as part of its use of the Service. Access to the Account is possible after logging in. The Account allows you to use the Service provided by the Platform;
16. Terms of Use - this document together with the privacy policy and the data processing agreement, which are an integral part of the Terms of Use;

17. Site - an online service available through the domain: <https://landingi.com>.
4. Detailed information about the Service can be found at <https://landingi.com>, as well as provided by the Service Provider by e-mail in response to an enquiry sent by the User to the e-mail address: [support@landingi.com](mailto:support@landingi.com).
5. Users may contact the Service Provider by e-mail: [support@landingi.com](mailto:support@landingi.com).

## **§ 2.**

### **Technical requirements**

1. In order to use the Site and the Platform, the User must meet the following technical requirements:
  1. have a mobile phone in order to perform verification necessary for the registration process on the Platform;
  2. have a computer, laptop or other device with Internet access;
  3. have access to electronic mail;
  4. use a web browser (Microsoft Edge, Mozilla Firefox in the latest version, Opera in the latest version, Google Chrome in the latest version, Safari in the latest version);
  5. enable cookies in your browser;
  6. disable AdBlock advertising blocking tools.
2. Support and technical assistance are provided by the Service Provider by e-mail through a chat available after logging in to the Platform, via e-mail address: [support@landingi.com](mailto:support@landingi.com) or by telephone: +48 539 303 900. The support referred to in the previous sentence is provided from Monday to Friday (except for calendar holidays in the Republic of Poland) between 08.00 and 22.00.
3. The Service Provider provides support only for the Service.

## **§ 3.**

### **Service provided by the Platform**

1. The Service Provider offers, through the Platform, access to the Service and delivery of digital content and use of the Service in accordance with the Terms and Pricelist.

2. Through the Platform, the User may use tools generating a Landing Page, Popup and Lightbox, among others. The functions of the Platform depend on the Plan selected and paid for.
3. The Service has limits of parameters differentiating the Plans and the amount of payment. A full description of the functionality of the Service, as well as the parameter limits and price, is specified in the Price List.
4. Changes to the Plans do not constitute an amendment to these Terms of Use. The Service Provider informs about changes to the Plans by means of notification, in the manner adopted in the Platform. Changes in payments for the Service and changes to the Plans do not affect already concluded Agreements, which remain active under the previously applicable rules until the end of the nearest active settlement period; and after its expiry, these rules are automatically subject to change. If the Account Holder purchases the Service for the next billing period - the updated Plan shall apply.
5. The Service Provider reserves that the roles assigned to a given type of User may be modified (added or removed) at any time on the Platform. The Account Holder and Account Administrator have the right to manage (add or remove) other Users and to assign them roles in the Account. The Account Holder adds and removes the Account Administrator. The Account Administrator has the right to add or remove other Account Administrators.
6. Through the Site, the Service Provider offers additional services, which are carried out on the basis of separate regulations - appropriate for those services which can be ordered through the Platform.
7. The Account Holder may integrate his Account with selected services of external providers. The services of these providers are not provided by the Service Provider. The possibility of using the services of external providers may be limited under the regulations of these entities. Upon integration with the external service, the Account Holder consents to the exchange of the Account Holder's information and data (not excluding confidential information) between the Service Provider and the provider in order to enable the Account Holder to benefit fully from integration. The integration is done by the Account Holder.

#### **§ 4.**

#### **Terms of concluding agreement**

1. The Agreement is concluded as soon as the registration form provided by the Service Provider on the Site is filled in correctly and the "Register for free" button is clicked. Registration can also be made by means of one's own account on Facebook.com and Google.inc.
2. The registration form contains the following data: first name, e-mail (login), password and telephone number (which is the last step in registration).
3. It is not allowed to provide false data during the registration process or to create an Account using a machine.
4. The Account contains the data provided by the Account Holder during the registration process. In the event that any of these data are subsequently changed during use of the Platform, the Account Holder is obliged to update them immediately, using the relevant form available on the Platform.
5. After correctly completing the form, the Service Provider shall send an e-mail to the Account Holder, to the address given in the form, containing information about the start of the Platform's test period.
6. Registration on the Platform and use of the Platform within 14 days of registration is free of charge. Within the 14-day test version, it is possible to use the functionality of the Service with a limit of 200 visits (of unique users) to the Landing Page and Popup together.
7. Using the Service after the expiry of the test period referred to above is subject to charge in accordance with the Pricelist and on terms specified in § 6 of the Terms of Use.
8. If the Account is not paid for after the 14-day test period, it is possible to log in to the Account for 90 days in order to pay for the Service, edit your data or delete your Account. After the expiry of this period, the Service Provider has the right to delete the Account, in the mode specified in §5.
9. Mere registration on the Platform shall not create an obligation on the part of the Account Holder or Account Administrator to pay any amount of money to the Service Provider.

## **§ 5.**

### **Term of Agreement**

1. The Agreement shall be concluded at the time indicated in §4(1) above and shall continue until it is terminated by notice of termination given by the Service Provider or Account Holder, in the form and under the rules set out in this paragraph.
2. The Account Holder shall be entitled to terminate the Agreement at any time with effect:
  - a) immediately - if he does not have any paid-up Plan,
  - b) with effect from the last day of the Plan.
3. The Account Holder, in order to submit a notice of termination of the Agreement, should click the "Delete Account" button on the Platform.
4. After clicking the "delete account" button in the Platform, the data contained in the Account shall be deleted after 7 days from this event. During the 7-day period, the Account Holder may purchase the Package, which is tantamount to withdrawal of the notice of termination and results in continuation of the Agreement.
5. The Service Provider may refuse to delete the data contained in the Account if the Account Holder has failed to fulfil his obligation undertaken within the framework of activity on the Platform or if he or another User has violated these Terms of Use or the binding legal regulations, and the preservation of the User's data is necessary to clarify these circumstances and establish the User's responsibility. If the Account has been deleted as a result of the Service Provider's decision, the Account Holder cannot register again on the Platform without the Service Provider's prior consent. Re-registration without the consent of the Service Provider shall result in deleting the Account.
6. The Service Provider is entitled to terminate the Agreement, which shall be performed by:
  - a) deletion of the Account after 90 days from registration, if no payment has been made,
  - b) deletion of the Account in case of failure to purchase and pay for the Plan within 90 days from the last day of the billing period, if no further payment has been made.
  - c) deletion of the Account in the case of lack of payment for exceeding the limits in the Plan or in the case of a culpable violation of the Terms of Use by the User, following the procedure indicated in § 8.4 of the Terms of Use.
7. The Consumer may withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement by deleting the Account.
8. The right to withdraw from the Agreement shall not apply if the service is purchased and the Account Holder has agreed to it. In such a case, the Service Provider, with the

express consent of the consumer, shall provide the service and deliver it within the scope of functionality provided for the purchased Plan. Before such performance begins, the Account Holder shall be informed that the purchase of the Plan means the beginning of its performance and loses the right to withdraw from the Agreement.

## **§ 6.**

### **Payments**

1. The method of settlement shall be specified in the Price List and this paragraph.
2. All prices given in the Price List on the Platform are net prices (next to the net price there is information about the VAT due) specified in Polish zloty or other currency chosen by the Account Holder or Account Administrator.
3. If a given Plan of the User is not specified in the applicable Price List, it is subject to a custom price list (valid on the date of creating an Account or purchasing the Plan or in accordance with a separate agreement with the Service Provider).
4. Payment is made each time in advance for the entire settlement period in accordance with a given Plan, unless a separate agreement provides otherwise. If the User exceeds the limits specified for a given Plan, the Service Provider shall charge additional fees in accordance with the Price List.
5. In order to pay for the selected Plan, during or after the test period, the Account Holder or Account Administrator should enter the "Select Plan" tab and click the "Buy now" button displayed next to the selected Plan. When making a payment, the Account Holder or Account Administrator should choose the length of the billing period and indicate whether the purchase is made by a Consumer or an Entrepreneur, as well as enter the data needed to issue an accounting document by the Service Provider. After the payment is made, a VAT invoice will be issued by the Service Provider, which will be sent to the Account Holder's e-mail address indicated in the Account.
6. When purchasing the Plan, the Account Holder or Account Administrator shall be informed that the Service involves an obligation to pay.
7. The Account Holder or Account Administrator may choose the method of payment for the selected Plan. Payments are handled by an external operator, who may charge additional transaction fees, which is independent of the Service Provider. The Account Holder or Account Administrator shall be obliged to acquaint themselves with the terms of use of the external payment operator. The Service Provider shall not be liable for the

actions of the external payment operator. In order to make a payment, it is necessary to provide the necessary data required by the payment operator.

8. In case of choosing a credit card as payment method or PayPal Internet payment, the Account Holder or Account Administrator agrees that the Service Provider may collect the payment itself if the User exceeds the limits specified in the given Plan. The collection of payment by the Service Provider shall take place on the last day of the month in which the limits were exceeded or the payment will be added to the next billing period - in case of purchase by the Account Holder or Account Administrator of the Plan for the next billing period. The Account Holder shall be informed by the Service Provider about the collection of the payment in an e-mail, which shall be accompanied by a VAT invoice. If it is not possible for the Service Provider to collect the payment, he has the right to suspend the Service and call the Account Holder to pay an additional fee.
9. In the case of choosing payment by Internet transfer and exceeding the limits specified in the Plan, on the last day of the month in which the limits are exceeded, the Service Provider shall issue a VAT invoice to the Account Holder for the amount of the receivable resulting from the exceeded limits with a 7-day payment period. The VAT invoice referred to in the first sentence shall be sent by the Service Provider to the Account Holder by e-mail.
10. Payment of the Plan shall be connected with the subscription of the Account, which consists in the fact that the Service Provider, if the Account Holder or Account Administrator selects a credit card or PayPal payment method as the payment method, has the right to collect the payment for the Service specified in the selected Plan on his own, periodically, at the end of the last billing period in advance for the next billing period. The Account Holder or Account Administrator may cancel the subscription in the Account at any time.
11. Using the resources of the Plan is at the User's sole discretion. In case of failure to use the parameters available under the Plan, the User is not entitled to a refund.
12. In case of deleting the Account, the Service Provider shall return the equivalent of one - last collected monthly payment at the request of the Account Holder in case the Account Holder passes the information to the Service Provider that he has not recorded page views (page traffic) and the Service Provider confirms this information in the system. The return is one-time.
13. On the basis of the Regulation of the Minister of Finance of 17 December 2010 on sending invoices in electronic form, the rules of their storage and the procedure of

making them available to the tax authority or tax inspection authority (Journal of Laws No. 249 item 1661), invoices shall be made available only in electronic form, in PDF format, for download and self-printing, on the Account.

14. The Account Holder accepts the above-described method of transferring invoices. This acceptance may be revoked by sending a relevant statement to the Service Provider.

## **§ 7.**

### **Rights and obligations of User**

1. The User has the right to:
  - a. manage his/her Account (edit data),
  - b. choose Plans - this right is vested exclusively in the Account Holder and Account Administrator,
  - c. use the Site or Platform in accordance with the Terms of Use and generally applicable law,
  - d. send enquiries to the technical support department or raise complaints.
2. The User undertakes to:
  - a. use the materials, personal data or digital content, as appropriate, in respect of which he has full right to use them,
  - b. check in advance whether it meets the technical requirements for use of the Platform,
  - c. not to use the Platform in a manner that disrupts the functioning of the Service,
  - d. not to use the Platform in a manner that violates the law,
  - e. take care of linguistic correctness, avoid vulgarisms, not place hyperlinks to websites whose content may violate the provisions of the Terms of Use or law.
  - f. use the Platform in accordance with the purpose, law, provisions of the Terms of Use and Terms of Use and the principles of social coexistence. It is forbidden to use the Service in order to carry out terrorist, sabotage or other criminal activities, as well as to commit any violations of the law or commit any tort, including, in particular, posting material that offends any person or violates their rights, or that contains threats or invectives, promoting hatred of or in any way harassing

persons or animals, posting material which is paedophilic, revealing or promoting crime, profane, offensive, infringing or likely to infringe upon the personal or other legally protected rights of a person, posting material which attacks, degrades or promotes violence, or encourages commitment of a crime. It is also prohibited to post advertising messages that violate the law (e.g. unlawful advertising) or to publish a Landing Page to offer meetings for a fee or that are not permitted by law.

- g. update materials or data, including personal data by making changes to his Account,
  - h. not to take any actions that are inconsistent with the provisions of generally applicable law or good manners, or which violate the personal rights of other Users, third parties or legitimate interests of the Service Provider or other Users or third parties,
  - i. not to gain access to the Accounts of other Users that are not managed by the User,
  - j. not to generate excessive or disproportionate load on the links and other infrastructure on which the Service is based,
  - k. keep one's password strictly confidential,
  - l. not to share his Account and Account data with other Users and third parties,
  - m. make payments for the Service.
3. The User using Agency Plans also agrees:
- a. not to offer life-time versions to third parties;
  - b. not to sell services using the Landingi label;
  - c. not to sell identical packages as the Service Provider;
  - d. not to offer a period for which access is purchased longer than the expiry date of the User Account;
  - e. not to use the Service Provider's marketing materials.
4. The rights and obligations of the Account Holder due to conclusion of the Agreement may not be transferred to other entities without the knowledge and prior consent of the Service Provider. This means that the User cannot transfer or move its Account (for a fee or free of charge) to another entity. The Service Provider is the sole entity entitled to provide the Service to the User who made the Registration.

5. The content, including descriptions and photographs and graphics posted by Users on the Platform and on the Landing Page are their property and they are solely responsible for possible infringement of third party rights.
6. The Service Provider stipulates that a Landing Page containing materials or data that violate the Terms of Use or the provisions of generally applicable law may be deleted after the notice and take down procedure is applied.
7. If content posted by the User on the Landing Page constitutes a work within the meaning of the Act on Copyright and Related Rights, the User shall grant the Service Provider a territorially unlimited and indefinite licence to use the aforementioned works in the following fields of exploitation:
  - a. making available through computer networks, including the Internet,
  - b. displaying,
  - c. making available to the public,
  - d. any distribution, including the entry of records of the subject matter of the Service into the memory of computers and servers of computer networks, including those generally accessible such as the Internet, and making them available to users of such networks,
  - e. transferring or transmitting of records of the subject matter of the Agreement between computers, servers and users, other recipients, by any means and techniques,
  - f. public sharing of the Service, including during presentations and conferences, as well as in such a way that anyone may have access to them in a place and at a time at one's discretion, including in telecommunications networks and computer networks or in connection with the provision of telecommunications services, including - with the use of interactive services for this purpose,
8. The license is granted as soon as the content is posted on the Landing Page.
9. The User is not entitled to any remuneration of any kind for granting the above-mentioned license.
10. The Service Provider is entitled to disclose the fact of cooperation with the User, presentation of the Landing Page or its elements in its advertising materials (in the Platform, social media, portfolio, PR materials). The Service Provider has the right to use the logo, pseudonym, social account name, company and website addresses of the Users in order to place them on the Platform and in promotional materials with information that they are Users and make use of the Platform.

11. The provisions of this section concerning the content, rules of creating and maintaining the Landing Page by the User shall apply respectively to the Popup and Lightbox functions provided by the Service Provider,

## **§ 8.**

### **Rights and obligations of the Service Provider**

1. The Service Provider has the right to:
  - a. inform Users, by electronic means, about new functionalities of the Platform or important notifications related to the Platform,
  - b. ask Users for their overall opinion and level of satisfaction with the use of the Platform and technical support activities. Opinions may be collected in the form of questions or short questionnaires using the ICT system,
  - c. study the use of the Platform, in particular through the collection of anonymous information allowing it to be functionally and technically improved (e.g. screen resolution, type of browser used, number of clicks on specific tabs on the Site, etc.),
  - d. at its own discretion, change the properties and functionalities of the Service, if this does not result in a reduction in the quality of the Service provided to the User.
2. The Service Provider undertakes to make every effort to ensure proper provision of the Service on a permanent and uninterrupted basis.
3. The Service Provider reserves the possibility of temporary unavailability of all or part of the Platform or Landing Page due to technical reasons, in particular those related to its maintenance or implementation of changes. The Service Provider shall make every effort to ensure that this unavailability causes as little inconvenience to the User as possible.
4. In case of violation of the Terms of Use by the User, the Service Provider may temporarily block access to the Account of this User and for a maximum of 60 days. The Service Provider shall immediately notify the User about the found breach and call the User to explain, informing about a possible decision to block the Account, giving its justification and duration. If within 60 days from blocking the Account, the User does not submit explanations and does not prove that the infringement did not occur or the infringement is not culpable, the Service Provider is entitled to delete the Account. The

User has the right to lodge a complaint in connection with the decision to block the Account.

## **§ 9.**

### **Liability**

1. The User is fully liable for its actions related to the use of the Account.
2. The Service Provider undertakes to take all actions aimed at ensuring proper, safe, continuous and error-free access to the Site and the Platform. The Service Provider is entitled to make maintenance shutdowns. The Service Provider does not ensure full continuity of the Site and the Platform.
3. The Service Provider is not responsible for:
  1. actions taken by the Users;
  2. correctness, reliability and accuracy of data obtained during use of the Site and the Platform;
  3. temporary technical errors occurring during the operation of the Site and the Platform;
  4. errors and defects attributable to the User's equipment, browser or Internet connection;
  5. defects in the data entered into the Platform by Users.
4. The Service Provider is not liable for damage (also in the form of lost profits), image infringement, interruptions in the operation of the company, loss of data or other economic information or other losses of a material nature, resulting in particular from:
  1. inability to use the Site and the Platform,
  2. using the Site and the Platform,
  3. lack of access to the Site and the Platform, data, information, messages published or read in the Site and the Platform,
  4. errors in the functioning of the Site and the Platform,
  5. unauthorised third party access to data,
  6. influence of third parties,
  7. deletion of the Account,
  8. effects of additional plugins that may interfere with the Platform's operation,
  9. and any other cause related to the Service, regardless of whether the losses and breaches were direct or indirect effects of the event.

5. The Service Provider shall not be liable for damages incurred, remuneration paid to the Service Provider, as well as lost profits by the User who has violated the law or the provisions of the Terms of Use, and to whom the Service Provider has blocked or suspended the Account.
6. The Service Provider shall not be liable for any damage caused by third parties who accessed the Platform by using correct data (login and password) of any User.
7. The Service Provider shall not be liable for damages and any other consequences caused by the User disclosing its password or login to a third party.
8. The Service Provider shall not be liable for any disruption of the system caused by technical problems in the computer hardware and software used by the User, as well as by Internet failure, force majeure or unauthorised interference by third parties which prevent the User from using the Site, Platform and Service offered through it.
9. In the case of notification of any unauthorised access to the Platform, the Service Provider shall take immediate action to secure the data collected.
10. The Service Provider reserves the right to interfere with the User's Account in order to remove irregularities in the functioning of the Platform, disturbances in the functioning of the Account or in order to improve and extend the scope of the Service and update data.
11. The Service Provider has the right to make changes to the Service and the Platform in connection with ongoing work on improving and modernising the Platform. In particular, the Service Provider has the right to change the functionality of the Platform.
12. The above limitations of liability of the Service Provider apply to the Account Holder, who is a Consumer only to the extent permitted by generally applicable law.
13. Where the Service Provider's liability is established, the total liability of the Service Provider towards the Account Holder and third parties shall be limited to the amount of the payment made by the Account Holder.
14. The Platform may contain links to websites owned and operated by third parties. The Service Provider is not responsible for the availability and quality of these sites.
15. The Service Provider does not guarantee the repair time from the occurrence of a failure of the Site, Platform, Landing Page, Popup or Lightbox nor a specific response time to take corrective action to remedy the defect or restore the Service. A guaranteed response time shall require a separate SLA.

## **§ 10.**

### **Personal data protection**

1. Users' data shall be used only for the purpose for which they have been made available and the Service Provider undertakes not to disclose them to third parties, unless the generally applicable regulations or actions of the User provide otherwise.
2. Detailed regulations concerning the protection of personal data can be found in the Privacy Policy, available on the Site and the Platform.
3. Upon acceptance of the Terms of Use, the Service Provider and the Account Holder shall conclude a data processing agreement with the wording specified in Appendix 1 to the Terms of Use.

## **§ 11.**

### **Complaints**

1. Each User is entitled to lodge a complaint regarding any irregularities in the operation of the Platform or the Site within 30 days of the occurrence of such irregularities. The complaint should be submitted by e-mail sent to support@landingi.com. The description of the irregularity should enable the Service Provider to identify the problem and to repair it.
2. The Service Provider shall consider the complaint within 14 calendar days from the date of receiving the complaint.
3. In case of a serious technical error, the Service Provider reserves the right to limit access to the Site, the Platform and the Service.
4. Any possible errors in the functioning of the Site, the Platform, comments and information about the operation of the Site, the Service and the Platform, as well as violations of the Terms of Use, should be reported to the Service Provider electronically.
5. The Service Provider's liability is defined in §9.

## **§ 12**

### **Intellectual property rights**

1. All rights to the Platform or materials introduced to the Platform by the Service Provider belong to the Service Provider.

2. If an infringement of an intellectual property right is noted, the Service Provider shall take appropriate legal action against the infringer.
3. The indication "Landingi" (Landings) in verbal or graphic form identifies one of the Service Provider's products, which operates in business without time or territorial restrictions. The term "Landingi" is a trade name of the Service Provider.
4. It is prohibited to distribute any elements of the Platform, including in particular the "Landingi" logo, without the written consent of the Service Provider. The User is not allowed to remove, cover, prevent the reading of or to alter trademarks, copyright information or other indications concerning intellectual property rights. It is also prohibited to copy, trade, distribute, modify materials outside the Platform or create derivative works based on the materials available on the Platform, used without the prior written consent of the Service Provider.

### **§ 13.**

#### **Amendments to the Terms of Use**

1. The Service Provider reserves the right to amend the Terms of Use at any time, in particular due to changes in the provisions of applicable law or technical and organisational changes in the manner of concluding and performing contracts and providing Services, extending the functionality of the Platform, as well as in the event of a change in the legal organisation of the Service Provider's activities. These changes shall not affect agreements that are submitted, in progress or already performed.
2. The Service Provider shall inform Users about the changes and their content 14 days before their introduction. The information shall be provided to the User by e-mail sent to the address provided during registration and by an appropriate note on the Account, available after logging in.
3. In the case of not accepting the amended Terms of Use, the User should terminate the Agreement for the provision of Services by the last day of the current Plan at the latest, according to the rules specified in § 5.
4. Failure to act in this manner by the User shall be deemed the User's consent to provide the Services in accordance with the new Terms of Use.

### **§ 14.**

#### **Final provisions**

1. The Service Provider makes the content of the Terms of Use available before registration and sends the content of the Terms of Use in a link by e-mail. The Terms of Use may also be presented in another way, at the individual request of a person in case of problems with displaying or reading the Terms of Use. In order to do so, please contact the technical support department.
2. In matters not regulated under these Terms of Use, the provisions of generally applicable law shall apply, in particular the Polish Civil Code of 23 April 1964 and the Act on consumer rights of 30 May 2014.
3. Polish law shall apply to all disputes arising under these Terms of Use and the concluded Agreement. The court having jurisdiction to hear disputes shall be the court having jurisdiction over the seat of the Service Provider, unless the provision of generally applicable law reserves the exclusive jurisdiction of another court. The competent court for disputes to which the Consumer is a party shall be the Consumer's place of residence.
4. The Terms of Use are effective from 01 December 2020.
5. The rights granted to Account Holders who are sole proprietors and perform legal transactions through the Platform for non-professional purposes shall enter into force on 1 January 2021.

## **§ 15.**

### **Extra-judicial means of dispute resolution**

1. In order to resolve a dispute arising in connection with the Agreement concluded through the Platform, the Consumer has the possibility of being assisted by the following institutions before bringing an action before a court of law:
  1. a permanent amicable consumer court referred to in the Act on Trade Inspection of 15 December 2000, by filing a motion to settle a dispute arising from the sales agreement;
  2. applying to the Provincial Inspector of Commercial Inspection to initiate mediation proceedings in order to amicably settle a dispute;
  3. requesting assistance from a district or city consumer ombudsman or a social organisation aimed at protecting consumer rights.
2. Detailed information on possible non-judicial dispute resolution and available procedures is provided in registered offices and on websites of institutions such as the Trade

Inspection Authority, powiat (county) consumer ombudsmen, social organisations protecting consumer rights and the Office for Protection of Competition and Consumers.

3. An online dispute resolution platform for consumers and entrepreneurs at the EU level (ODR platform) is provided at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual webpage with a comprehensive service point for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or service contract.

#### MODEL WITHDRAWAL FORM

(this form must be completed and returned only if you wish to withdraw from the agreement)

Recipient:

Landingi Sp. z o.o., ul. Witkiewicza 6, 44-100, Gliwice,

I/We(\*) hereby inform (\*) about my/our withdrawal from the agreement on the provision of the following services:

Agreement date:

Product acceptance date:

Full name of consumer(s)\*:

Address of consumer(s)\*:

Signature of consumer(s)\* (only if the form is sent on paper):

Date:

\*delete as appropriate