

PRIVACY POLICY

1. General information

1. This policy applies to the Website, operating under the url: www.sigrata.com.
2. the website operator and personal data administrator is Artur Willoński
3. Contact e-mail address of the operator: artur@sigrata.com
4. The Operator is the Administrator of your personal data in relation to the data provided voluntarily on the Website.
5. the Website uses your personal data for the following purposes:
 - Presentation of an offer or information
6. The Website performs the functions of obtaining information on users and their behaviour in the following manner:
 - Through data voluntarily entered in the forms, which are entered into the Operator's systems.
 - By storing cookies (so-called "cookies") in the end devices.

2. Selected data protection methods used by the Operator

1. The Operator periodically changes its administrative passwords.
2. An important element of data protection is the regular updating of any software used by the Operator to process personal data, which in particular means the regular updating of software components.

3. Hosting

1. The Website is hosted (technically maintained) on the Operator's servers: OVH

4. Your rights and additional information on the use of data

1. In certain situations, the Administrator is entitled to transfer your personal data to other recipients if this is necessary for the performance of a contract concluded with you or for the fulfilment of obligations incumbent on the Administrator. This applies to such groups of recipients:

o persons authorised by us, employees and associates who need to have access to your personal data in order to perform their duties,

- hosting company,
- mailing companies,
- companies operating SMS messages,
- companies with which the Administrator cooperates in its own marketing,
- couriers,
- insurers,
- law firms and debt collectors,
- banks,
- payment operators,
- public authorities.

2. Your personal data will be processed by the Administrator for no longer than it is necessary for the performance of the related activities defined by separate regulations (e.g. accounting). With regard to added marketing, data will not be processed for longer than 3 years.

3. You have the right to request from the Administrator

- access to personal data concerning you,
- have them rectified,
- erasure,
- restriction of processing,
- and to data portability.

4. You have the right to object, with regard to the processing indicated in point. 3.3 c) against the processing of personal data for the purposes of carrying out legitimate interests pursued by the Controller, including profiling, whereby the right to object shall not be exercisable where there are valid legitimate grounds for the processing overriding your interests, rights and freedoms, in particular the establishment, assertion or defence of claims.
5. The Administrator's actions may be complained about to the President of the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw.
6. Providing personal data is voluntary, but necessary to operate the Service.
7. In relation to you may be taken actions involving automated decision-making, including profiling in order to provide services under the concluded agreement and in order to conduct direct marketing by the Administrator.
8. Personal data is not transferred from third countries within the meaning of data protection legislation. This means that we do not send them outside the European Union.

5. Information in the forms

1. The Service collects information provided voluntarily by the user, including personal data if provided.
2. The site may record information about connection parameters (time stamp, IP address).
3. The site may, in certain cases, save information to help relate the data in the form to the e-mail address of the user completing the form. In such a case the user's e-mail address will appear inside the url of the page containing the form. 4.
4. The data provided in the form are processed for the purpose resulting from the function of a particular form, e.g. to complete the process of service request or business contact, service registration, etc. Each time the context and description of the form clearly indicates what it is used for.

6. Administrator logs

1. Information about users' behavior on the site may be subject to logging. This data is used to administer the service.

7. Relevant marketing techniques

1. The Operator uses statistical analysis of site traffic via Google Analytics (Google Inc., based in the USA). The operator does not transmit personal data to the operator of this service, only anonymised information. The service is based on the use of cookies on the user's terminal device. With regard to the information on user preferences collected by the Google advertising network, the user can view and edit the information resulting from the cookies using the following tool: <https://www.google.com/ads/preferences/>.

8. Information on cookies

1. The website uses cookies.

2. Cookies (so-called "cookies") are computer data, in particular text files, which are stored in the terminal equipment of the Service User and are designed to use the websites of the Service. Cookies usually contain the name of the website from which they come, the time of storing them on the terminal equipment and a unique number.

3. Third Entity placing on the terminal equipment of the Service User cookies and access to them is the Service operator.

4. Cookies are used for the following purposes:

5. maintaining a session of Service User (after logging in), thanks to which a user does not have to re-enter login and password on each subpage of the Service;

6. performance of the purposes specified above under "Essential marketing techniques";

7. There are two main types of cookies used within the Service: "session" (session cookies) and "permanent" (persistent cookies). "Session" cookies are temporary files that are stored in the final device of the User until logging off, leaving the website or switching off the software (web browser). "Permanent" cookies are stored in the User's terminal equipment for the time specified in the parameters of cookies or until they are deleted by the User.

8. Web browsing software (Internet browser) usually allows the storage of cookies in the terminal equipment of the User by default. Users of the Website may change their settings in this regard. The Internet browser makes it possible to delete cookies. It is also possible to block cookies automatically. Detailed information on this subject can be found in the help or documentation of the Internet browser.

9. Restrictions on the use of cookies may affect some of the functionality available on the Website.

10. Cookies placed in the final device of Service User can also be used by entities cooperating with the operator of Service, in particular this concerns companies: Google (Google Inc. based in the USA), Facebook (Facebook Inc. based in the USA), Twitter (Twitter Inc. based in the USA).

9. management of cookies - how to give and withdraw consent in practice

1. If you do not wish to receive cookies, you can change your browser settings. We stipulate that disabling cookies necessary for authentication processes, security, and maintaining user preferences may hinder, and in extreme cases make it impossible to use the websites.

TERMS & CONDITIONS

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Sigrata Ltd, concerning your access to and use of the "http://www.sigrata.com" website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

The Site provides an online marketplace for the following goods, products, and/or services: Software for IoT implementations on a stage of the prototype (10 licenses); proof of concept (100 licenses); production (more than 100 licenses).(the “Marketplace Offerings”).

In order to help make the Site a secure environment for the purchase and sale of Marketplace Offerings, all users are required to accept and comply with these Terms of Use You agree that by accessing the Site and/or the Marketplace Offerings, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND/OR THE MARKETPLACE OFFERINGS AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you

understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and the Marketplace Offerings are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us,

and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site or the Marketplace Offerings and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

All registration information you submit will be true, accurate, current, and complete; you will maintain the accuracy of such information and promptly update such registration information as necessary; you have the legal capacity and you agree to comply with these Terms of Use; you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site you will not access the Site or the Marketplace Offerings through automated or non-human means, whether through a bot, script or otherwise; you will not use the Site for any illegal or unauthorized purpose; and your use of the Site or the Marketplace Offerings will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

You may not use the Site or the Marketplace Offerings for any illegal or unauthorized purpose nor may you, in the use of Marketplace Offerings, violate any laws. Among unauthorized Marketplace Offerings are the following: intoxicants of any sort; illegal drugs or other illegal products; alcoholic beverages; games of chance; and pornography or graphic adult content, images, or other adult products. Postings of any unauthorized products or content may result in immediate termination of your account and a lifetime ban from use of the Site.

We are a service provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Site or the Marketplace Offerings displayed or offered through the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content. We do not endorse or recommend any Marketplace Offerings and the Site is provided for informational and advertising purposes only.

USER REGISTRATION

You may be required to register with the Site in order to access the Marketplace Offerings. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

MARKETPLACE OFFERINGS

All Marketplace Offerings are subject to availability, and we cannot guarantee that Marketplace Offerings will be in stock. Certain Marketplace Offerings may be available exclusively online through the Site. Such Marketplace Offerings may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right to limit the quantities of the Marketplace Offerings offered or available on the Site. All descriptions or pricing of the Marketplace Offerings are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Marketplace Offerings at any time for any reason. We do not warrant that the quality of any of the Marketplace Offerings purchased by you will meet your expectations or that any errors in the Site will be corrected.

PURCHASES AND PAYMENT

We accept the following forms of payment: Mastercard, Paypal, Mango.

You agree to provide current, complete, and accurate purchase and account information for all purchases of the Marketplace Offerings made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

REFUNDS POLICY

All sales are final and no refund will be issued.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site. Use any information obtained from the Site in order to harass, abuse, or harm another person.

Make improper use of our support services or submit false reports of abuse or misconduct. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. Delete the copyright or other proprietary rights notice from any Content. Attempt to impersonate another user or person or use the username of another user. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.

Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

Make any unauthorized use of the Marketplace Offerings, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses. Use the Marketplace Offerings as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Site and the Marketplace Offerings and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that: The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use. Your Contributions are not false, inaccurate, or misleading. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us). Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a

specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site or the Marketplace Offerings in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site and the Marketplace Offerings.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and

franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Account, as is permitted under the applicable terms and conditions that govern your use of each Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Account, without breach by you of any of the terms and conditions that govern your use of the applicable Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service

provider of the Account. By granting us access to any Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Account additional information to the extent you are notified when you link your account with the Account. Depending on the Accounts you choose and subject to the privacy settings that you have set in such Accounts, personally identifiable information that you post to your Accounts may be available on and through your account on the Site. Please note that if a Account or associated service becomes unavailable or our access to such Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Account, except the username and profile picture that become associated with your account.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Marketplace Offerings ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site or the Marketplace Offerings) links to other websites ("Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Websites and Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Site or any Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Websites or the Content. Inclusion of, linking to, or permitting the use or installation of any Websites or any Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Websites or to use or install any Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the

applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Content or any contact with Third-Party Websites.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Marketplace Offerings.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided

below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE MARKETPLACE OFFERINGS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE MARKETPLACE OFFERINGS OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Marketplace Offerings. We cannot guarantee the Site and the Marketplace Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Marketplace Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Marketplace Offerings during any downtime or discontinuance of the Site or the Marketplace Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Marketplace Offerings or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These conditions are governed and interpreted following the laws of Poland, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. and yourself both agree to submit to the non-exclusive jurisdiction of the courts of warsaw.

DISPUTE RESOLUTION

Informal negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding arbitration

Any dispute arising from the relationships between the Parties to this contract shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Restrictions

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from,

allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Marketplace Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

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