

VASBOX TERMS AND CONDITIONS

regarding the delivery of digital content and marketing content

1. General provisions.

- 1.1. These regulations (hereinafter: "Terms and Conditions") define the terms and conditions for the provision of Digital Content via the website operating at the Internet address <https://www.vasbox.tech> (hereinafter: "**Website**").
- 1.2. Terms and Conditions are the regulations referred to in art. 8 of the Polish Act on Electronic Services.
- 1.3. The service provider within the meaning of the Act on Electronic Services is the company: VASBOX sp. z o. o. with its registered office in Warsaw, at Rondo Daszyńskiego 1 (00-843 Warsaw), entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000889062, NIP number 5272953107 REGON: 38845700300000, share capital PLN 15,000.00 fully paid up.
- 1.4. Contact with the Service Provider is possible via:
 - 1.4.1. e-mail – at the address: kontakt@vasbox.tech;
 - 1.4.2. traditional mail - at the address indicated in paragraph 3 above.
- 1.5. As part of its activities, the Service Provider provides Digital Content and Marketing Content.

2. Technical requirements.

- 2.1. In order for the Users to use the Website correctly, it is necessary to:
 - 2.1.1. have access to the Internet;
 - 2.1.2. have an e-mail address;
 - 2.1.3. have a browser in a standard that allows you to use the Website.
- 2.2. The Service Provider informs that the use of the Services involves a typical risk and the threat of finding weaknesses in the cryptographic system and breaking the secured ICT system in order to obtain personal data or other information. In order to minimize the threat, it is recommended to use antivirus programs or measures to protect identification on the Internet.

3. Website and Digital Content

- 3.1. The User undertakes to use the Website in a manner consistent with the law, the provisions of Terms and Conditions, as well as good manners. User is prohibited from providing illegal content.
- 3.2. The Service Provider will make every effort to ensure that the Digital Content available on the Website is of the highest quality. At the same time, the Service

Provider is not obliged to update the Digital Content after it has been delivered to the User, and unintentional inaccuracies may accidentally appear in the Digital Content.

- 3.3. Failure by the User to use the delivered Digital Content, despite providing him with such a possibility in accordance with Terms and Conditions, does not entitle the User to demand a refund of the price for the Digital Content from the Service Provider (if the Digital Content was delivered in exchange for payment of the price).

4. Marketing Content Delivery Agreement.

- 4.1. Contractor in order to conclude a contract for the provision of Marketing Content, the User should perform the following actions:
 - 4.1.1. enter the required data in the form available on the Website;
 - 4.1.2. read Terms and Conditions and the Privacy Policy;
 - 4.1.3. accept the provisions of Terms and Conditions;
 - 4.1.4. agree to receive Marketing Content in accordance with the content of the form.
- 4.2. Performing the above actions together and in the above sequence is tantamount to concluding a contract for the provision of Marketing Content by the User.
- 4.3. The contract for the provision of Marketing Content is concluded for an indefinite period.
- 4.4. Marketing Content is delivered via e-mail to the address provided by the User.
- 4.5. The User may terminate the agreement for the provision of Marketing Content with immediate effect at any time and without giving a reason.
- 4.6. The User may withdraw from the contract for the provision of Marketing Content without giving a reason, within 14 days from the date of its conclusion.
- 4.7. Withdrawal from the contract for the supply of Marketing Content or its termination, regardless of the basis for this action, requires the User to submit an appropriate declaration to the Service Provider. The declaration referred to in the preceding sentence may be submitted by:
 - 4.7.1. the User clicking on the link enabling him to unsubscribe from receiving Marketing Content, which is sent with each Marketing Content;
 - 4.7.2. sending the Service Provider by the User a statement of withdrawal from the contract for the provision of Marketing Content or its termination by e-mail.
- 4.8. The statement referred to in this section 2 may also be submitted on the form attached to Terms and Conditions.
- 4.9. The Service Provider stops delivering Marketing Content to the User immediately after the User performs one of the actions indicated in section 7 or 8 above.

- 4.10. The frequency of delivering Marketing Content is not constant, nor is it predetermined and depends on the current situation of the Service Provider.

5. Digital Content Delivery Agreement.

- 5.1. The Contractor User may receive access to the Digital Content:
- 5.1.1. free of charge - provided that a contract for the provision of Marketing Content is concluded;
 - 5.1.2. for a fee - in the absence of a contract for the provision of Marketing Content.

- 5.2. If the User wishes to receive Digital Content free of charge, the User should do the following:

- 5.2.1. go to the Digital Content of interest available on the Website;
- 5.2.2. enter the required data in the displayed form;
- 5.2.3. read Terms and Conditions and the Privacy Policy
- 5.2.4. accept Terms and Conditions;
- 5.2.5. agree to receive Marketing Content.

Performing the above actions together and in the above sequence is tantamount to concluding a contract for the provision of Digital Content by the User.

- 5.3. Termination of the contract for the supply of Marketing Content or withdrawal from it after the delivery of Digital Content does not affect the validity and effectiveness of the contract for the supply of Digital Content.
- 5.4. If you wish to receive Digital Content for a fee, the User should contact via the channels indicated in section I point 4 of Terms and Conditions, in order to individually agree on the terms of the contract for the supply of Digital Content.
- 5.5. Digital Content is delivered to the User immediately after concluding the contract for the delivery of Digital Goods.

- 5.6. The Service Provider will provide the User with the Digital Content by sending a link to the e-mail address indicated by the User, enabling the download of the Digital Content and saving it on the User's device.

- 5.7. In the event of failure to deliver the Digital Content without undue delay, the User will call on the Service Provider to deliver them. The request referred to in the preceding sentence may be sent via the channels indicated in section I point 4 of Terms and Conditions. If the Service Provider fails to deliver the Digital Content immediately after receiving the request or on the agreed date with the User, the User may withdraw from the contract..
- 5.8. Withdrawal from the contract requires the User to submit to the Service Provider a declaration of withdrawal, which may be sent via the channels indicated in section I point 4 of Terms and Conditions.

- 5.9. If the withdrawal concerns a paid contract for the supply of Digital Goods, the Service Provider is obliged to refund the price of the Digital Content paid by the User immediately, but no later than within 14 (fourteen) days from the date of receipt of the User's declaration of withdrawal. The price is refunded using the same method of payment as used by the User, unless the User has expressly agreed to a different method of refund, which does not involve any costs for him.

6. Complaints

- 6.1. The provisions of this section 7 apply only to Users who are consumers or entrepreneurs with consumer rights.
- 6.2. The Digital Content provided to the User by the Service Provider must comply with the contract at the time of its delivery.
- 6.3. The Service Provider is responsible for the non-compliance of the Digital Content with the contract existing at the time of delivery of the Digital Content and disclosed within 2 (two) years from that moment.
- 6.4. In the event of discrepancies, the User may submit a complaint containing a request to bring the Digital Content into compliance with the contract.
- 6.5. The complaint is submitted through the channels indicated in section I point 4 of Terms and Conditions.
- 6.6. The complaint should include the User's name and surname, e-mail address, a description of the non-compliance and a request to bring the Digital Content into compliance with the contract.
- 6.7. The Service Provider may refuse to bring the Digital Content into compliance with the contract if it is impossible or would require the Service Provider to incur excessive costs.
- 6.8. After considering the complaint, the Service Provider provides the User with a response to the complaint, in which:
- 6.8.1. acknowledges the complaint and indicates the deadline for bringing the Digital Content into compliance with the contract;
 - 6.8.2. refuses to bring the Digital Content into compliance with the contract for the reasons indicated in point 7 above;
 - 6.8.3. rejects the complaint due to its groundlessness.
- 6.9. The Service Provider responds to the complaint via e-mail within 14 (fourteen) days from the date of its receipt.
- 6.10. If the complaint is accepted, the Service Provider, at its own expense, brings the Digital Content into compliance with the contract within a reasonable time from the receipt of the complaint and without excessive inconvenience to the User. The planned date for bringing the Digital Content into compliance with the contract is indicated by the Service Provider in its response to the complaint.
- 6.11. If any discrepancies are discovered, subject to point 14 below, the User may submit to the Service Provider a declaration of price reduction or withdrawal from the contract when:

- 6.11.1. bringing the Digital Content into compliance with the contract is impossible or requires excessive costs;
 - 6.11.2. the incompatibility of the Digital Content continues;
 - 6.11.3. the non-compliance is significant enough to justify the User's withdrawal from the contract supply without prior request for the Service Provider to bring the Digital Content into compliance with the contract;
- 6.12. A statement of price reduction or withdrawal from the contract may be submitted via the channels indicated in section I point 4 of Terms and Conditions.
- 6.13. A statement on price reduction or withdrawal from the contract should contain:
 - 6.13.1. User's name and surname;
 - 6.13.2. e-mail address;
 - 6.13.3. the date of delivery of the Digital Content;
 - 6.13.4. a description of the non-compliance found;
 - 6.13.5. indication of the reason for submitting the declaration, selected from among the reasons indicated in sec. 6.11 above;
 - 6.13.6. a statement of price reduction, together with an indication of the reduced price, or a statement of withdrawal from the contract.
- 6.14. The User may not submit a price reduction declaration to the Service Provider in the event of non-compliance of the freely provided Content.
- 6.15. The Service Provider is not entitled to demand payment for the time during which the Digital Content was inconsistent with the contract, even if the User used the Digital Content before withdrawing from the contract for its supply.
- 6.16. The User may not withdraw from the contract for the supply of Digital Content if the non-compliance is immaterial.
- 6.17. If the User withdraws from the contract for the provision of Marketing Content, the Service Provider suspends the provision of Marketing Content immediately after receiving the declaration of withdrawal from the contract for the provision of Marketing Content.
- 6.18. Based on Article. 34 sec. 1a of the Act on Consumer Rights, in the event of withdrawal by the User from the contract for the supply of Digital Content, the User is obliged to stop using this Digital Content and making it available to third parties.

7. Out-of-court dispute resolution.

- 7.1. A user who is a consumer has the option of using extrajudicial means of dealing with complaints and pursuing claims.
- 7.2. Detailed information on the possibility for the User to use out-of-court methods of dealing with complaints and pursuing claims as well as the rules of access

to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodship Inspectorates of the Inspection Handlowa, the Office of Competition and Consumer Protection.

- 7.3. The User may also use the platform for online dispute resolution (ODR) available at: <https://ec.europa.eu/consumers/odr/>.

8. Final Provisions

- 8.1. The Contractor Service Provider is entitled to unilaterally amend Terms and Conditions to the extent that has not been individually agreed with the User for justified reasons. In particular, the occurrence of one of the following circumstances is considered as a just cause:
- 8.1.1. the need to adapt Terms and Conditions to the provisions of law regarding the services provided or using the Website;
 - 8.1.2. legal obligation to make changes, including the obligation to adapt Terms and Conditions to the current legal status, as well as the need to adapt the Service Provider's activity to the recommendations and decisions of an authorized state or local government administration body or a court ruling;
 - 8.1.3. expanding or changing the functionality of the Website, in particular introducing new services or changing the scope of services;
 - 8.1.4. introducing payment for the service;
 - 8.1.5. changes in the scope or nature of the Service Provider's activity;
 - 8.1.6. changes in the technical conditions for the provision of services, changes in the technical requirements for the IT system that the User should have in order to use the services;
 - 8.1.7. the need to correct obvious typographical errors that would possibly occur in Terms and Conditions;
 - 8.1.8. the emergence of new risks or threats related to the use of the service, changes in such risks or threats, or the disappearance (elimination) of certain risks or threats related to the use of the service;
 - 8.1.9. make technical modifications to the Website that require the provisions of Terms and Conditions to be adapted to them;
- 8.2. The Users will be informed about the change in Terms and Conditions by publishing its amended version on the Website at least 7 (seven) days before the date of entry into force of the changes. Within the period referred to in the preceding sentence, the amended version of Terms and Conditions will be sent to the Users by e-mail.
- 8.3. The provisions of the then applicable Regulations shall apply to Contracts for the supply of Digital Content concluded before the date of entry into force of the new Regulations.

- 8.4. Any use of the Service Provider's intellectual property without its prior express consent is prohibited.
- 8.5. A User who does not agree to the amendment to Terms and Conditions may terminate the contract for the provision of Marketing Content with immediate effect until the amendments to Terms and Conditions come into force. Lack of notice shall be deemed consent to amend Terms and Conditions.
- 8.6. Termination of the contract for the provision of Marketing Content takes place by submitting a statement to the Service Provider on termination of this contract. The statement referred to in the preceding sentence may be sent via the channels indicated in section I point 4 of Terms and Conditions.
- 8.7. Immediately after receiving the statement referred to in par. 5 above, the Service Provider suspends the delivery of Marketing Content.
- 8.8. Information on the processing of personal data by the Service Provider can be found in the Privacy Policy available at:
- 8.9. The current version of Terms and Conditions is valid from 18 September 2023.

ATTACHMENT

Model withdrawal form

- Recipient: VASBOX sp. z o. o. with its registered office in Warsaw, at Rondo Daszyńskiego 1 (00-843 Warsaw), e-mail address: kontakt@vasbox.tech;
- I hereby inform about my withdrawal from the contract for the provision of the following service:
 - o Digital Content delivery services;
 - o Marketing Content delivery services,
- The date of conclusion of the contract: [...]
- Consumer's name and surname: [...]
- Consumer address: [...]
- Consumer's signature: [...] (if the form is sent on paper)
- Date: [...]