

GENERAL TERMS AND CONDITIONS
OF CONTRACTS TO ACCESS THE GWARANTER PLATFORM
approved and introduced by resolution of the Management Board of GWARANTER Sp. z o. o.
of 20 January, 2015

§ 1 Scope of General Terms and Conditions

The General Terms and Conditions (GTC) herein govern contracts to provide access to the Gwarantier platform operated on the following internet addresses: www.gwarantier.com, www.gwarantier.eu, concluded between Online Shops and GWARANTER Sp. z o. o.

§ 2 Definitions

The terms applied herein shall mean as follows:

- 1) GWARANTER: GWARANTER Spółka z ograniczoną odpowiedzialnością with its seat in Poznań, Poland (61-813), ul. Ratajczaka 11/7, registered in the National Court Register (KRS) of businesses, entry no. 0000470744, tax identification number NIP 7831702116, REGON number 30248696000000, with registration documents held by the regional court Sąd Rejonowy Poznań – Nowe Miasto i Wilda, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego;
- 2) Platform: online platform accessible at the following addresses: www.gwarantier.com, www.gwarantier.eu ;
- 3) Online Shop: an entrepreneur using the Platform to handle Warranty Claims on the basis of a Contract;
- 4) Warranty Claim: statement made by a Consumer, addressed to the Online Shop via the Platform, concerning this Consumer's wish to exercise their rights pursuant to Consumer Law or the Civil Code;
- 5) Consumer: a natural person making a purchase in an Online Shop via the internet outside of his/her regular business or professional activity;
- 6) Warranty Claim Process: a series of correspondence, including every declaration made, between the Online Shop and the Consumer, exchanged via the Platform and commenced by a single Warranty Claim;
- 7) Consumer Law: the Law of 30 May, 2014 on consumer rights (original text: Dz. U. [Journal of Laws] of 2014, item 827),
- 8) Civil Code: the Law of 23 April, 1964 Civil Code (consolidated text: Dz. U. [Journal of Laws] of 2014, item 121 as amended),
- 9) Contract: the contract concluded by GWARANTER and an Online Shop on making the Platform accessible for the purpose of handling Warranty Claims and the Warranty Claim Process with reference to the sales of products by that Online Shop to Consumers;

- 10) Online Shop's Account: a set of details concerning the Online Shop and its activities on the Platform, which are accessible after a person authorised to operate on behalf of the Online Shop logs onto the Platform;
- 11) Transaction: sales contract concluded by the Consumer and the Online Shop where the Consumer opts to use the Platform for the purpose of handling the Warranty Claim Process.

§ 3 Scope of Contract

- 1) The scope of Contract concluded on the basis of the GTC covers maintaining an Online Shop's Account and making the functions of the Platform available for the purpose of handling the Warranty Claim Process.
- 2) Gwarantant does not participate in the Warranty Claim Process and all activities on the Platform (except for Expert Advice) are fully automated.

§ 4 Warranty Claim Process

- 1) A Warranty Claim Process is initiated by the Consumer and may concern an entire Transaction or its part (if more than one item has been sold within a single Transaction).
- 2) A Consumer initiates the Warranty Claim Process by filing a Warranty Claim. A Warranty Claim may only be filed for transactions where the Consumer selected the Warranty Claim Process via the Platform.
- 3) Gwarantant in no way interferes with the content of messages sent in the course of the Warranty Claim Process, including the Warranty Claim, subject to the provision that such messages are generated on the basis of data entered in predefined forms, including default content.
- 4) By selecting appropriate settings of the Online Shop's Account, an Online Shop chooses whether it is notified about messages (including Warranty Claims) submitted via the Platform by means of separate emails.
- 5) At any time, a PDF file can be downloaded from the Platform including the content of messages exchanged between an Online Shop and a Consumer within a given Warranty Claim Process.

§ 5 Specific obligations of the contracting parties

- 1) Gwarantant is obliged to perform the following:
 - 1) run the Platform on a permanent basis, allowing its users to log in and use the Platform at all times, except for maintenance breaks that are announced in advance subject to the limitations stipulated in the GTC, if the character and cause of the break allows it.

- 2) make every effort to ensure that the information available via the Platform is reliable, true and compliant with the law;
 - 3) together with a legal counsel or solicitor, to monitor amendments to the law that may affect the content of Consumers' rights and of Online Shops' obligations which can be exercised via the Platform.
- 2) An Online Shop is obliged to perform the following:
- 1) introduce in its Terms of Service (or other document regulating the general terms and conditions of contracts concluded with consumers) provisions on exercising consumer rights via the Platform, in particular as concerns the possibility of filing warranty claims and posting declarations referred to in Consumer Law and the Civil Code;
 - 2) introduce an option to be chosen by consumers in its procedure of concluding consumer contracts, providing for their selection of a given transaction to be handled via the Platform and an expression of consent for their personal details to be processed by Gwarantex for the purpose of handling any Warranty Claim Process;
 - 3) secure Platform login data in a manner preventing access to them by unauthorised persons;
 - 4) provide external API implementation of the Platform in the application that handles sales in the Online Shop, in order to immediately transfer the information on the Transaction for the purpose of handling potential Warranty Claims via the Platform.
- 3) The Online Shop acknowledges that legal content, in particular the guides, comments and Expert Advice, posted on the Platform reflects the opinions and beliefs of their respective authors (legal counsels or solicitors).

§ 6 Fees

- 1) For the execution of the Contract, Gwarantex is entitled to a remuneration to be individually established for each Online Shop (taking into account the number of online sales transactions per month) or stipulated in the Standard Services Price List.
- 2) This remuneration can be charged at the amount set in the Price List on every Transaction, provided that the Online Shop approves the Price List and no individual payment terms are set.
- 3) A change to the Price List constitutes a change of the GTC.
- 4) The remuneration is paid monthly in arrears by the fifth day of the following month, yet not earlier than three days after an invoice is issued by Gwarantex and posted to the Online Shop's Account. If the amount of the remuneration for a given month is less than that stipulated in the Price List, that sum is paid together with the remuneration for the first month where the total amount of remuneration for any outstanding months exceeds the amount set in the Price List.
- 5) The parties agree to issue invoices and make them available in electronic form, as pdf files.

§ 7 Duration of the Contract

- 1) A Contract is concluded for a specified period, the duration of which is individually determined in the Contract concluded with the Online Shop, or when Gwarantier accepts the order for services.
- 2) A Contract is automatically be extended by one calendar year, unless either Party declares otherwise no later than seven calendar days prior to the expiry of the term of contract.
- 3) Either party has the right to terminate the Contract by giving a three-month notice of termination, effective at the end of the calendar month.
- 4) Termination of a Contract in the manner described above (either the termination of a Contract or its non-extension) does not result in the automatic deletion of an Online Shop's Account. Gwarantier makes such accounts accessible for a period of at least three months from the termination of the contract, while the functioning of such an account may be limited to reviewing messages related to any Warranty Claim Processes under way on the day of Contract termination (inactive account).
- 5) In the case of any overdue payments by an Online Shop towards Gwarantier, or the Online Shop's failing to provide Gwarantier with the information on all its transactions, the functionality of the Online Shop's Account may be limited as stipulated in item 4 above. The Contract is not extended by the period for which the account is suspended, and Gwarantier bears no liability for potential losses incurred by an Online Shop due to the limitation of the functioning of its Account.
- 6) An Online Shop has the right to terminate a contract without notice if the Platform is unavailable online for an uninterrupted period of 48 hrs, or if there is a total of 168 hrs of interruptions over a period of one month. This right expires if the Shop fails to submit a declaration to terminate the Contract within seven days of the conditions for submitting the declaration to this effect arising.

§ 8 Interruptions in accessing the Platform

- 1) Gwarantier makes every effort to ensure that the Platform is accessible online throughout the entire term of the contract, that is for 356 days a year and 24 hours a day, with the exception of periods dedicated to maintenance, data migration, software updates and other maintenance activities.
- 2) Downtime resulting from maintenance, data migration, software updates and other maintenance activities in principle occurs at night time, i.e. from 22:00 till 6:00. Gwarantier does not exclude repairs or maintenance being performed at other times, whenever it is justified by circumstances.

§ 9 Final provisions

- 1) These GTC enter into force on January 21, 2015.
- 2) GWRANTER has the right to change the GTC at any time, subject to the provision that the new (or amended) GTC enter into force no earlier than fourteen days after the first login of an Online Shop to that Online Shop's Account after the changes to the GTC. The notification of changes to the GTC will be visible immediately after logging into the Online Shop's Account. In the event an Online Shop does not accept the new (or amended) GTC, the Online Shop has the right to terminate the contract within fourteen days from the notification of the changes to the GTC, with a 14-day notice. During the period of notice, the Contract is governed by the GTC prior to the changes. As regards the functioning of the Online Shop's Account, the provisions concerning an Account after termination of a Contract (inactive account) apply.
- 3) GWRANTER has the right to notify Online Shops about changes to the GTC also in writing; the terms indicated above apply, subject to the provision that the first day of notice to terminate a Contract is the day of the Online Shop's receipt of the registered mail containing the notification of the changes to the GTC and its contents.