

## **Regulations for Advertisers on the Linkhouse platform**

### **Article 1.**

#### **General provisions**

1. These Regulations define the terms and conditions of using the app.linkhouse.co website, as well as the conditions of offering services, ordering services and providing services through the app.linkhouse.co website

2. Linkhouse is a platform for link building and content-marketing activities. The Service Provider offers implementation of the activities and acts as an agent in their sales, linking Publishers and Advertisers, enabling the former to monetise their own media and the latter to more conveniently enjoy the benefits of link building and content marketing.

3. The owner of the app.linkhouse.co website and the linkhouse.co domain is Grupa KBR Chlewiński i Kozłowski Spółka komandytowo-akcyjna with its registered office in Katowice (40-008), ul. Warszawska 40/2A, entered in the business register of the National Court Register under KRS number 0000940617, NIP: 6342871729, REGON: 36531081200000

4. Before commencing to use the Platform, every User must accept the Regulations and read [the Privacy Policy](#). Failure to do so will prevent any access to the Services.

5. In order to use the Linkhouse functionalities, a User must meet the following minimum technical requirements: a) a computer with Internet access to appropriately display the Platform; installed and updated Chrome browser with JavaScript and Cookies support on (subject to applicable provisions of the Privacy Policy); an active electronic mail account. The Service Provider shall not be liable for any third-party software installed on the User's device which can make using the Platform difficult or impossible.

6. The following terms used in the Regulations shall have the following meanings:

a. Linkhouse or Platform – the online platform run by the administrator under the address app.linkhouse.co as well as all its webpages;

b. Service Provider – Grupa KBR Chlewiński i Kozłowski Spółka komandytowo-akcyjna

w Katowicach with its registered office in Katowice (40-008), ul. Warszawska 40/2A, entered in the business register of the National Court Register under KRS number 0000940617, NIP: 6342871729, REGON: 36531081200000;

c. Product – a service which can be provided through Linkhouse by a Publisher or the Service Provider;

d. Offer - a unilateral declaration of will made by a Publisher or the Service Provider, posted on the Linkhouse website regarding a Product offered by the Publisher or the Service Provider through the Linkhouse website;

e. Service – a full range of services provided electronically by the Service Provider to Users within the scope defined in the Regulations. The service consists in providing online access to the Platform for offering, ordering and providing services, as well as organising the said services within it, including payment processing and customer support;

f. Advertiser – a user of the Linkhouse website, a natural person (with full capacity to perform legal transactions) or legal person who either has ordered or intends to order a Product through the Linkhouse website. Advertisers can include both Consumers and business operators (ordering Products both in non-professional and professional capacity);

g. Publisher – a user of the Linkhouse website, a natural person (with full capacity to perform legal transactions) or legal person who either has provided or intends to provide services (Products) through the Linkhouse website. Publishers can include both natural persons who do not pursue an economic activity and business operators;

h. User – a natural or legal person who has registered in the Platform;

i. Consumer – a User who, as a natural person, uses the Linkhouse website to perform a legal transaction not directly related with their economic or professional activity. Within the meaning of these Regulations, Consumers include also self-employed business operators who conclude agreements which do not have a professional character arising from the subject of their activity;

j. User Account - an individual User account on the Linkhouse portal which allows using Services provided through the Linkhouse website, as well as making Offers, placing and executing Orders;

k. Order – a transaction initiated by an Advertiser by placing an order, leading to the conclusion of an agreement between the Service Provider, Publisher and Advertiser. An Order is made online in the form of a distance agreement;

l. Clearing Account - an individual User clearing account maintained online by the Service Provider in the currency selected by the User, available via the User Account and used for settlements between Users and the Service Provider (on the Platform, also called a Wallet);

m. Regulations – this document together with the Privacy Policy, which represents an integral part of the Regulations. All the documents are available on the Platform;

n. [Privacy Policy](#) - a document associated with the Regulations which describes the guidelines for processing personal data by the Service Provider.

7. Detailed information about Products is available on the app.linkhouse.co website, and is provided by the Service Provider by e-mail in response to User inquiries sent by e-mail to bok@linkhouse.co.

8. Users can contact the Service Provider by e-mail at bok@linkhouse.co.

## **Article 2.**

### **Services provided through the Linkhouse website**

1. The Service Provider shall provide electronic services to Users under distance agreements concluded between Users and the Service Provider.

2. The Services consist in providing online access to Linkhouse. The Service Provider provides *inter alia* the following types of Services through Linkhouse:

a. Posting Offers by Publishers;

b. Cataloguing, presenting and publicising Publisher Offers on the Linkhouse website;

c. Searching and viewing Offers and Products;

- d. Managing and administering the process of Order placement and User cooperation regarding provision of Products;
- e. Supervising Order execution and User cooperation;
- f. Handling complaints, terminations and cancellations of agreements concluded by Users through the Linkhouse website;
- g. User settlement system;
- h. User Accounts and Profiles;
- i. Maintaining a User communication channel;
- j. Newsletter.

3. The above catalogue of Services is not exhaustive and the Service Provider shall have the right to modify it and remove and add Linkhouse functions at its own discretion.

4. The Service Provider shall have the right to start charging fees for certain Services, which it shall clearly communicate to Users through the Linkhouse functionality. A User shall each time have the right to choose whether they wish to use a paid Service in Linkhouse. Changes in payments for Services shall not affect agreements already concluded with Users.

5. An agreement for the provision of Services, excluding the Newsletter Service, shall be concluded upon full and correct registration to the Linkhouse website. The agreement shall be concluded for an indefinite period of time and can be terminated by the User at any time by deleting the Account, as described in the Regulations.

6. An agreement for the provision of the Newsletter Service shall be concluded upon correct registration for the Newsletter during the User account registration process. The agreement shall be concluded for an indefinite period of time and can be terminated by the User at any time by sending a statement to that effect to [bok@linkhouse.co](mailto:bok@linkhouse.co), or by using applicable Newsletter functionalities.

### **Article 3.**

## **Preliminary provisions**

1. The Service Provider is an intermediary between Users which provides Users with online space to offer Products and make Orders under the terms and conditions set forth in the Regulations.

2. The Service Provider shall not be a party to agreements concluded between a Publisher and an Advertiser, unless it acts in the capacity of a Publisher in a specific transaction. The Service Provider shall not have any influence on individual conditions agreed between a Publisher and an Advertiser, and shall not bear any liability for them.

3. Deemed as a business day within the meaning of these Regulations shall be any day other than Saturday, Sunday and any other public holiday as stipulated in the Act on public holidays.

4. Whenever the term of one month is used in the Rules or on the Platform, it shall mean a period of 30 (say: thirty) calendar days.

5. Whenever the Rules or the Platform make reference to an indefinite period of validity of a Product, understood in particular as e.g.

a. the time of exposure of a sponsored article

b. the time of placing a link in an existing article on a website subject to an Offer

the Service Provider reserves that it must be at least 12 months (say: twelve months).

6. The content, including descriptions of Offers as well as photographs and graphics, posted on the Platform by Publishers shall be their property and they shall bear sole liability for any third party right infringements.

7. It shall be strictly forbidden to infringe the Rules, post on the Platform any content which includes elements that are in conflict with law or principles of morality, in particular content that is pornographic, vulgar, defamatory, offends religious feelings, incites racial or religious hatred, propagates audio or computer piracy, disseminates data breaking techniques or viruses, or any other materials with similar content or effect.

8. The Account of an Advertiser who persistently posts content that is illegal or infringes personal rights of other persons may be blocked or deleted by the Service Provider.

9. Offers posted on the Linkhouse website shall be visible only to Users logged in Linkhouse. Users shall be under obligation to keep the content of Offers, Publisher data and prices offered by Publishers for Products confidential. The Advertiser shall grant the Service Provider a non-exclusive licence to use its logo to the extent necessary for pursuing the objective said in the preceding sentence. The licence shall be granted by the Advertiser for the duration of the agreement.

10. The Service Provider shall have the right to use logos, pseudonyms, social account names, company names and web addresses of Users on the Platform and in promotional materials with information that the User concerned is an Advertiser and uses the Platform.

11. As part of the Platform's functionality, the Service Provider shall provide an Advertiser with statistics regarding Products purchased and parameters of websites in Offers posted on the Platform. The data will either come from Publishers or be downloaded from external websites at the moment when a given website is added to the Platform. The Service Provider shall make efforts to cyclically verify the data at different time intervals, but it does not guarantee their correctness or validity as of a given day. The Service Provider shall not be liable for any errors in the statistics provided.

12. The Publisher shall have the right to change the URL address of published materials covered by an Order throughout the duration of the agreement binding it with an Advertiser, provided that it uses 301 redirection. The Publisher's action referred to in the previous sentence shall not represent an infringement of the Rules or agreement with an Advertiser, unless the Publisher and Advertiser agree otherwise.

13. As regards an Offer, the provisions of the Rules shall take priority in terms of importance.

#### **Article 4.**

##### **Rules of ordering Products**

1. All prices given in Offers on the Linkhouse website are net prices (with information on the due VAT provided next to the net price) in Polish złoty or other currency selected by a

User. All prices published on the Platform may be subject to change. The price that shall be binding upon an Advertiser is the one published on the Platform as of the moment of concluding an agreement between the Advertiser and a Publisher.

2. Products can be ordered through the Platform with the use of the order form. Placing Orders in the Linkhouse website by telephone is not allowed.

3. The Service Provider allows placing Orders by e-mail. The provisions of the Rules shall apply to such Orders *mutatis mutandis*. The Service Provider reserves the right to refuse to accept an Order by e-mail and to indicate placing the Order through the Linkhouse website.

4. To place an Order, an Advertiser chooses Products of interest in the database of offers posted on the Linkhouse website by clicking "Add to basket".

5. Next, the Advertiser is redirected to the page with information on the Order in progress. The information includes *inter alia* specification of main properties of the Products being ordered, total price including taxes, and the Service Provider's data.

6. An Advertiser shall confirm placing an order in the manner specified on the Platform.

7. Clicking the button confirming an Order shall be equivalent to the Advertiser's confirming it is aware of placing an Order with the obligation to pay.

8. An Order must be finalised by clicking the button "Order and pay" (or similar).

9. An agreement between an Advertiser and a Publisher is concluded upon clicking the button "Order and pay" (or similar).

10. As the button confirming an order is clicked, the Service Provider shall automatically collect the amount corresponding to the price of the Product from the Advertiser's Clearing Account or, in the event a different payment option is selected, the Advertiser shall be given an opportunity to pay through a payment agent or by wire transfer into the Service Provider's bank account.

11. The Advertiser may confirm an Order if the funds on its Clearing Account are at least the same as the price for the Product ordered or if it paid for the Order through a payment

agent.

12. An agreement shall be concluded in the language chosen by the User, and its content shall be in accordance with these Rules and the Offer.

13. The content of a concluded agreement shall be recorded, secured and made available by means of:

- a. making these Rules available on the Website
- b. recording the content of the agreement in the Linkhouse computer system
- c. sending an e-mail message to the Advertiser

14. It is prohibited to solicit a Publisher to enter into an agreement for a Product outside the Linkhouse website, and to conduct any Advertiser-Publisher settlements outside the Platform, and to Contact the Publisher outside the Platform.

15. In the event that the prohibition set forth in the foregoing paragraph is breached, the Service Provider shall have the right to charge the User with a contractual penalty in the amount of PLN 1000.00 per each breach. The contractual penalty shall be paid upon a relevant demand addressed to the User by the Service Provider, on the date indicated therein. The Service Provider shall have the right to assert compensation in excess of the reserved contractual penalty.

## **Article 5**

### **Execution of a Product**

1. After an Advertiser has paid for an Order, Product execution guidelines shall be delivered on a date that allows timely execution of the Product by the Publisher (but not later than 3 business days before the date of emission); such guidelines shall include the content of the article (or guidelines how to write it), URL addresses of the advertised websites, a distinguishing photograph, a text link or a banner (depending on the details of an Offer selected from the Offer Database). The information required to execute an Order is provided each time in the Order guidelines addition form. Shall an Advertiser wish to read the information before placing an order, it can be obtained by e-mail from bok@linkhouse.co



2. The execution of an Order commences upon delivery of the guidelines.
3. Where a Product involves publication of a sponsored article to be written by the Service Provider, the execution of the publication shall commence after the sponsored article has been written by the Service Provider.
4. After the guidelines have been delivered or the article has been written by the Service Provider, the publication order is sent to the Publisher. On viewing the Order, the Publisher shall have the right to:
  - a. execute the Order;
  - b. request corrections before executing the Order;
  - c. finally reject the Order.
5. In the situation described in Article 5(4)(b), if the Advertiser does not agree with the Publisher's corrections or is unable to apply them, the Advertiser shall have the right to unilaterally withdraw from the agreement with the Publisher. In the event of resignation from the publication, the price for the publication shall be returned to the Clearing Account and can be used for ordering other Services in Linkhouse. Where publication of an article written by the Service Provider is ordered, the price for the publication by the Publisher shall be returned, and the withdrawal from the agreement with the Publisher shall have no effect on the contract for a specific work concluded with the Service Provider.
6. In the situation described in Article 5(4)(c), the Advertiser's Clearing Account shall be automatically credited with the returned price for the publication. Where publication of an article written by the Service Provider is ordered, the price for the publication by the Publisher shall be returned, and the rejection the Order by the Publisher shall have no effect on the contract for a specific work concluded with the Service Provider.
7. In the event that the Publisher accepts the Order and publishes the article or sponsored link concerned, which is reported in the system by providing the Advertiser with the URL address of the published article and by sending a relevant e-mail message, the Advertiser shall have 3 business days submit any corrections regarding the manner in which the Order is to be executed. If no corrections are submitted within that period, it shall mean

that the manner of execution of the Order is automatically approved, and that the Advertiser has not further claims towards the Publisher in that respect.

8. In the event that the Publisher accepts the Order and executes mailing (in accordance with Article 10 of the Publisher Rules), transfers the domain data or transfers the ownership title to the website (in accordance with Article 11 of the Publisher Rules), which is reported in the system in the form of a corresponding change of status, the Advertiser shall have 3 business days to submit any corrections regarding the manner in which the Order is to be executed. If no corrections are submitted within that period, it shall mean that the manner of execution of the Order is automatically approved, and that the Advertiser has not further claims towards the Publisher in that respect.

9. In the event that the Publisher does not agree with corrections submitted by the Advertiser, the former shall have the right to submit the correction concerned to the Service Provider for moderation. In such a situation, the Service Provider, as a moderator, shall decide whether the correction submitted by the Advertiser shall be applied or not. The Service Provider's decision shall be final and non-appealable.

10. In the event that the Publisher applies corrections submitted by the Advertiser, the latter shall have 2 business days to review the corrections. If no further corrections are submitted within that period, it shall mean that the manner of execution of the Order is automatically approved, and that the Advertiser has not further claims towards the Publisher in that respect.

11. Upon the lapse of the aforementioned deadlines, the Advertiser shall still have the right to submit corrections to the Publisher, but the latter shall not be obliged to apply them, even if they are reasonable.

12. The Advertiser acknowledges that the websites indicated in the Offer to be made available and the Products to be published a prior acceptance by the Publisher is required, and that the Publisher shall have the right to refuse to make a website available and publish the Products without stating its reasons for doing so. For the avoidance of doubt, any statements by the Service Provider do not represent an assurance on behalf of the Publisher, nor are they any guarantee that the Publisher will publish the respective materials.

13. The period of publication of a Product may be reduced without any right for the Advertiser to raise any claims against the Service Provider or Publisher, including claims for

returning the remuneration or for compensation if:

- the Publisher has suspended or terminated operation of the website on which the publication took place;
- the publication has been removed due to a breach of law, or such a breach has been reasonably suspected;
- the publication has been removed because it infringed third party rights, or such an infringement has been reasonably suspected;
- the publication has been removed at the Advertiser's request;
- the Advertiser has taken actions to the detriment of the Publisher, in particular in the form of atypical linking of the article;
- the Advertiser has breached the provisions of the Rules which govern its obligations following the date of publication;
- it is a result of *force majeure*.

14. The Advertiser may request the Publisher, via the Service Provider, to remove the Product at an earlier date. If such a request is submitted, the Service Provider shall take actions, while exercising due diligence, to make the Publisher remove the Product within 3 business days from receiving such a notice. If the Product is removed pursuant to this procedure, the Advertiser shall not be entitled to demand a return of all or part of the Publisher Remuneration from the Service Provider.

## **Article 6.**

### **Clearing Account and settlements between Users and Linkhouse**

1. When placing Orders and conducting other actions defined in Linkhouse (i.e. depositing funds on the Clearing Account or paying for Orders in a manner other than from the funds available on the Clearing Account), the Advertiser may receive funds that are credited on the Clearing Account for the Orders placed or other actions taken. The amount of funds shall each time be established within Linkhouse. Fund accumulated on the Clearing Account (balance) cannot be withdrawn and can only be spent through Linkhouse on Services and Products which are clearly designated on the Platform as paid with funds accumulated on the Clearing Account. These funds may not be sold to other Users, transferred to other User Accounts or exchanged for Polish złoty.

2. The rules of collecting the remuneration by the Service Provider shall be established by the Service Provider as part of the Platform functionality. The amount of the Service Provider's remuneration may vary.

3. The Advertiser expresses its consent for the Service Provider to issue electronic invoices unsigned by the recipient and to deliver such invoices through the Platform or by electronic mail.

4. The Advertiser shall not be entitled to receive any remuneration directly for the Publisher; all payments must be completed through the Service Provider.

5. Where in accordance with these Rules or the Publisher Rules there are grounds for returning the remuneration to the Advertiser (in full or in part), and the Service Provider fails to obtain a return of the remuneration paid to the Publisher within 10 business days from the day on which the grounds for returning the remuneration (in full or in part) became known, the Service Provider shall refrain from returning that part of the remuneration to the Advertiser, and the Advertiser shall have the right to raise claim for the return of the remuneration, but only against the Publisher and only in the amount that was the Publisher Remuneration. To this end, the Service Provider must take all actions to allow the Advertiser to exercise that right, including by assigning all rights concerned and making the Publisher's contact and address details available.

6. In special situations, the Service Provider reserves the right to charge additional fees for non-standard actions, even if they are not provided for on the Platform or in the Product agreement, provided that they arise out of the Advertiser's fault or were taken at the Advertiser's request.

## **Article 7.**

### **Copyrights**

1. The Advertiser represents that it holds the full copyright to the materials transferred to the Publisher for the purpose of executing an Order. The Advertiser represents that executing a Product shall not represent a breach of third party rights, and that it is permitted under generally applicable provisions of law. In the event that a lawsuit is brought against the Service Provider or the Publisher by a third party, or if administrative proceedings are instituted against either of them, the Advertiser undertakes to take over the claim and join the

proceedings. Furthermore, the Advertiser undertakes to cover any and all damage related with the lawsuit against the Services Provider or the Publisher, including the cost of the proceedings and penalties imposed by competent authorities.

2. When a claim is raised by a third party regarding its copyrights, the Publisher shall have the right to suspend or cancel the publication that contains the disputed content. The Advertiser shall not be entitled to any compensation or reimbursement for the Order concerned.

3. After the Advertiser has delivered materials necessary to execute an Order, the Advertiser shall grant the Service Provider and the Publisher a non-exclusive licence unrestricted in terms of time or territory to use the sent materials for the purposes specified in the Offer and in the Order Form.

#### **Article 8. Liability**

1. The Service Provider shall bear liability under the conditions set forth in the Platform Rules, subject to the provisions of these Rules.

2. The Service Provider shall not be liable for:

- a. any actions taken by Users (Publishers or Advertisers);
- b. the quality and lawfulness of Products offered by Publishers;
- c. the correctness, credibility and accuracy of data obtained when using Linkhouse;
- d. temporary technical errors occurring during operation of Linkhouse;
- e. flaws in data entered in Linkhouse by Users.

3. The Publisher shall be fully liable towards the Advertiser and the Service Provider for the manner of execution of the Order, in particular the Publisher shall be solely liable for deletion of materials published under the Order, regardless of the causes, if it took place before the end of the publication period established in the Offer or under the Rules.

4. The Publisher shall be fully liable for any damage caused to the Advertiser and Service Provider as a result of incorrect or untimely execution of the Order.
5. The Publisher shall be solely liable towards the Advertiser for the correct execution of the Order, and shall discharge the Service Provider from such liability.
6. The Publisher shall be liable for the content of its Offer. The Publisher shall be obliged to fully execute the Product defined in the Offer. The Publisher shall be fully liable if the Offer is changed in a manner prohibited under the Rules or aimed at misleading the Advertiser of Service Provider.
7. The Advertiser shall be obliged to verify the lawfulness of the content and materials presented on the website offered for sale by the Publisher. The Service Provider shall not be liable for the aforementioned content or materials.
8. The foregoing limitations of the Service Provider's liability shall apply to a User who is a Consumer only to the extent permitted under generally applicable provisions of law.

## **Article 9.**

### **Withdrawal from the agreement**

1. The provisions set forth in this Article represent the rights granted solely to an Advertiser who is a Consumer in the case where the Publisher which provides the service is a business operator.
2. The right to withdraw from the agreement shall not apply to agreements for the provision of services if the Publisher has fully provided the service at a clear consent from the Consumer who was informed, prior to the commencement of the provision of the service, that after completion of the service he/she would lose the right to withdraw from the agreement.

## **Article 10.**

### **Protection of personal data**

1. Advertiser data shall be used only for the purpose for which it has been made

available, and the Service Provider undertakes not to disclose it to any third parties other than all Publishers, provided that the Advertiser's actions so require, unless generally applicable provisions of law provide otherwise.

2. Detailed information regarding the rules of processing and protection of processed personal data can be found in the Privacy Policy available on the Platform.

## **Article 11. Complaints**

1. A User shall have the right to lodge a complaint about functioning of the Platform and Services provided through it. A complaint shall include at least information which allows identifying the User and indicating reasoned reservations and comments regarding the Platform or Services. Complaints shall be sent to bok@linkhouse.co.

2. The Service Provider shall consider a complaint within 14 business days, unless the complaining User failed to describe the subject and scope of the complaint in a manner that allows considering it, or fails to provide data which allows its identification.

3. In the case said above, the period to consider the complaint shall begin on the day on which the User submits the missing information to the Service Provider.

4. The Service Provider shall send its response to a complaint to the e-mail address provided by the User; the Service Provider's response to the complaint shall be final.

## **Article 12. Prohibition of contacts**

1. As part of providing Services on the Platform, the Service Provider shall be solely entitled to conduct settlements related with Products and agreements concluded through the Platform between Publishers and Advertisers.

2. An Advertiser undertakes not to take any actions aimed at conducting direct settlements with a Publisher without the involvement of the Service Provider.

3. An Advertiser undertakes not to take any actions aimed at establishing direct contact with Publishers where such contacts would involve an intention to purchase services that are equivalent to Products offered by Publishers through the Platform.

**§13.  
Final provisions**

1. Obligations arising from the Regulations shall be subject to the Polish law. Any disputes connected with the Regulations shall be settled by the Polish courts of general jurisdiction.
2. If either provision of the Regulations turns out to be invalid wholly or partly, ineffective or unenforceable, only such provision will remain invalid wholly or partly, ineffective or unenforceable, and the other provisions remain unchanged. The Parties shall replace through negotiations, in good faith, invalid wholly or partly, ineffective or unenforceable provisions with provisions, the legal effect and economic effect of which are as close as possible to the replaced provisions.
3. The Regulations come into effect on July 20, 2022.

**FORM OF WITHDRAWAL FROM THE AGREEMENT**

(the form shall be filled in and sent back only in the case of withdrawal from the agreement)

Addressee:

Grupa KBR Chlewiński i Kozłowski S. K. A., Warszawska 40/2A, 40-008 Katowice

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

Date of conclusion of the agreement:

Date of collection of the products:

Name and surname of the consumer(s)\*:

Address of the consumer(s)\*:

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

Date:

\*delete as applicable



Regulations for the Advertisers specifying terms and conditions of using the platform for the purpose of ordering services rendered by the owner of the platform

## **§1.**

### **General provisions**

1. These regulations specify terms and conditions of rendering Services and the performance of Products by the Service Provider for the Users.
2. The owner of app.linkhouse.co service and linkhouse.co domain is Grupa KBR Chlewiński i Kozłowski S. K. A. with its registered office in Katowice at Warszawska 40/2A.
3. Services can be used after these Regulations and the Privacy Policy have been read.
4. Terms used herein shall have the following meaning:
  - a. Service – an on-line platform operating under the address app.linkhouse.co maintained by the Service Provider in the Polish language, through the agency of which the User shall submit its order at the Service Provider;
  - b. Service Provider – Grupa KBR Chlewiński i Kozłowski S. K. A. with its registered office in Katowice at Warszawska 40/2A;
  - c. Service – a full range of services rendered electronically by the Service Provider for the Users in the scope specified in the Regulations and in the Module selected by the User put in the Service available in the Service section as Tools;
  - d. Product – service that can be the object of rendering via Linkhouse by the Service Provider for the Advertiser, specified in a tab called “Linkhouse Offer”;
  - e. Agreement – an agreement concluded between the User and the Service Provider, with the content specified by these Regulations and the Offer, the object of which consists in the provision of Services or Products in accordance with the Offer selected by the User;
  - f. User – a natural or legal person who has made registration in the Service;
  - g. Consumer – pursuant to the Civil Code Act of 23 April 1964 — a User who being a natural person performs an act in law via Linkhouse which act is not related directly to its business or professional activity. Within the meaning of these Regulations, the Consumer also includes entrepreneurs conducting one-person business activity, concluding agreements having no professional character resulting from the object of the activity they perform;
  - h. Regulations – this document including the Privacy Policy which constitutes an integral part of the Regulations. All the documents are available on the Website;
5. Users can contact the Service Provider electronically using the following e-mail address: bok@linkhouse.co.
6. Provisions of the Regulations for the Advertisers shall apply to legal relationships concluded on the basis of these Regulations, unless these Regulations stipulate otherwise or regulate a given problem differently.

## **§2. General provisions**

1. The Service Provider shall enable the User to place an order for the provision of Services or Products by the Service Provider for the User in accordance with the Offer selected by the User.
2. The User's order for the provision of Services or Products in accordance with the selected Offer shall be processed by way of the User's following the order procedure specified in the Service.
3. Detailed provisions concerning submission of orders are included in §5 of the Regulations for Advertisers.
4. The Service Provider shall have the right to refuse conclusion of the agreement and provision of the Product or Service or to withdraw from already concluded agreement if:
  - a. the User provides false data,
  - b. the Service Provider had previously terminated the agreement with User as a consequence of circumstances attributable to the User,
  - c. there is legitimate concern that the Product or Service shall be used for purposes incompatible with the nature and the purpose of the service, especially when the Product or Service will be used by the User in the manner hindering or disturbing the use of Services or Products,
  - d. there is legitimate concern that unlawful acts (e.g. spam will be sent) will be performed with the use of the Service or Product,
  - e. the User had previously used the Service or Product, personally or jointly with other persons, or through the mediation of other persons, in the manner incompatible with its purpose,
  - f. the User has breached third-party rights or the applicable laws during registration or in connection with the previous use of the Service or Product.
5. The Service Provider reserves the right to refuse commencement of or to cease the provision of Services or Products at any time and without giving the reason, especially in the case of ceasing business activity by the User or by the Service Provider. The User shall not be entitled to any claims towards the Service Provider on the aforementioned account.

## **§3. Product Performance – general provisions**

1. The agreement for the provision of Products covered by the Offer shall be concluded upon the moment of making payment of the price specified in the Offer.
2. All the provision of these Regulations, the provision of the Regulations for Advertisers and the content of the Offer respectively, shall apply to the agreement concluded by the Service Provider and the User, unless the Service Provider and the Client decide otherwise in separate arrangements (in writing or in an e-mail correspondence).
3. If during performance of the Product at the request of the User works will be created constituting work within the meaning of the Copyright Law and Related Rights Act, the

Service Provider shall provide the User with an unlimited in terms of territory and indefinite license to use the aforementioned works in the following fields of exploitation:

- a. making available via computer networks, including the Internet,
  - b. display,
  - c. public sharing,
  - d. dissemination, including entering records of the object of the Service in the computer memory and servers of the computer networks, including widely available such as the Internet and making them available to the users of such networks,
  - e. transferring or sending records of the object of the agreement between computers, servers and users, other recipients, with the use of all types of measures and techniques,
  - f. public sharing of the object of the Service, e.g. during presentation and conference so that everyone could access it in a chosen place and time, including also telecommunications and computer networks or in relation to the provision of telecommunications services, including also with the use of interactive services.
4. The license shall be granted upon the moment of giving the work to the User.
  5. In cases agree with the User, on the basis of a separate written agreement, the Service Provider can transfer to the User proprietary copyrights to works performed as part of the Product or to grant an exclusive license to use them.
  6. The Service Provider shall be authorised to disclose the fact of cooperation with the User, to present the Product in its advertising materials (on the Website, in social media, in the portfolio, PR materials) and to use the User's logo and brand name in the aforementioned scope.

#### **§4.**

#### **Method of Product implementation**

1. The User shall be obliged to provide the information and materials necessary to perform or commence provision of the Product, depending on the type of Product ordered, within the time limit specified by the Service Provider. In the case of a delay in the delivery of documents, materials or information by the Service Provider, the performance or commencement of the performance of the Product will start upon the moment of proper and complete delivery of materials, documents or information. The aforementioned postponement of the date of Product performance shall not constitute the basis for claiming damages on account of delay in the performance of the Product.
2. The User shall be obliged to cooperate with the Service Provider, especially to observe dates and timely payments agreed by the Parties.
3. Unless these Regulations state otherwise or the Parties agreed otherwise upon the explicit request of the Advertiser, the Service Provider shall perform or commences performance of Products ordered by the User each time within 1 business day of receipt of payment of the entire price for the Service made by the User and of delivering all necessary data to perform the Product.

4. If the type of Products provided requires acceptance of the User, the User shall accept or report comments to works performed by the Service Provider within 3 days of the date of providing the User with a given stage of works.
5. The User shall be authorised to report three series of corrections to the Product. The User shall be obliged to report corrections within 3 days of the date of delivering specific scope of works by the Service Provider. The User shall not be authorised to report corrections at a later stage of works to the elements of the Product it had already accepted, even by way of tacit acceptance. All and any changes and corrections in the elements of previously accepted stage shall be additional works. Corrections exceeding the number of three corrections shall be additional works that will be charged separately by the Service Provider.
6. In the case of absence of the acceptance within the time limit specified above or in the absence of corrections within the aforementioned time limit, the Service Provider shall be entitled to deem the stage of the object of the Agreement to have been accepted by the User in its entirety, without any reservations.
7. The Service Provider shall consider comments and changes reported by the User within 7 business days of receipt of a series of corrections from the User. The Service Provider shall provide the User with the changed object of the Agreement, and after that the Parties shall proceed to another acceptance.
8. Corrections and comments of the User shall not modify or change assumptions specified in the Offer selected by the User.
9. The accuracy of the performance of additional Services shall have no impact on the remaining part of the object of the Agreement covered by the Offer.

## **§5.**

### **Method of Service provision**

1. The User may use paid Services (understood as services rendered electronically with the use of the Service) available in the Service.
2. The agreement for the provision of Services shall be concluded upon the moment of making payment for the full period of the provision of the Service.
3. The period of the provision of the Service, its functionalities and technical details shall be specified each time in the Offer.
4. Offers concerning Services can be found in a tab entitled Tools.
5. Changes in the Offer concerning Services shall not constitute changes in the Regulations. Such changes shall not refer to Services as to the provision of which the agreement was concluded before the change of the Offer.
6. The provision of the Regulations for Advertisers shall apply to the provision of Services.

## **§6.**

### **Settlements of the Users**

1. The Service Provider shall collect payment from the User on account of the provision of Products and Services for the User in the amount determined in the Offer.
2. Settlements between the Users and the Service Provider shall be made on the terms and conditions specified in §6 and 7 of the Regulations for Advertisers.

3. The User shall pay for the provision of selected Service with the use of points collected in the Service in the manner specified in §7 par. 9 and 10 of the Regulations for Advertisers or currency selected by the User in the manner determined in §7 of the Regulations for Advertisers.

## **§7.**

### **Final provisions**

1. The provisions of the applicable laws, especially of the Civil Law Act dated 23 April 1964 shall be applied in issues not governed by these Regulations.
2. All and any disputes arising from these Regulations and the agreement concluded between the User and the Service Provider shall be subject to the Polish law. The competent court to investigate disputes shall be the court having territorial jurisdiction over the registered office of the Service Provider.
3. The Regulations shall be valid as of 20 July 2022.
4. Entitlements granted to the Users being entrepreneurs conducting one-person business activity and taking legal actions via the Platform for non-professional purposes shall take effect as of 20 July 2022.

#### **FORM OF WITHDRAWAL FROM THE AGREEMENT**

(the form shall be filled in and sent back only in the case of withdrawal from the agreement)

Addressee:

Grupa KBR Chlewiński i Kozłowski S. K. A., Warszawska 40/2A, 40-008 Katowice

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

Date of conclusion of the agreement:

Date of collection of the products:

Name and surname of the consumer(s)\*:

Address of the consumer(s)\*:

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

Date:

\*delete as applicable