#### I. GENERAL PROVISIONS

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- 1. Website <u>www.offers-purchase.com</u> is run by the Bank Informacji Gospodarczej Antoniewicz s.c. with its registered office in Zielona Góra ul. Dereszowa 17a, REGON: 971241803, NIP: 9730643809, hereinafter referred to as BIG.
- 2. BIG is not a party to the agreements concluded by the registered Users, it does not work for any of the parties and it's not responsible for actions of any of the parties to the agreement.
- 3. This website is addressed only to business entities, which intend to use the purchase offers of other companies for purposes directly associated with their business or professional activity.

**§**2

- 1. These Regulations are an agreement template within the meaning of art. 384 §1 of the Civil Code. Content of the Regulations is posted on the website.
- 2. Regulations must be accepted during registration on the website.

**§**3

# **Regulatory definitions**

- 1. Service Provider Bank Informacji Gospodarczej Antoniewicz s.c., 65-544 Zielona Góra, ul. Dereszowa 17a. REGON: 971241803, NIP: 9730643809, hereinafter referred to as BIG.
- 2. Client entrepreneur who is a natural person, legal person and can be, in accordance with generally applicable laws, subject to rights and obligations covered by the Agreement and Regulations, and who placed the order.
- 3. Service service consisting of using the Website and all services available through it.
- 4. Service of Access it consists of delivery of information by the Service provider to the Client, collected through the website, in the form of purchase offers in exchange for certain remuneration. Delivery of information is conducted by making contents of the offers available on the Website through the Account.
- 5. Website database of purchase offers published at <a href="www.offers-purchase.com">www.offers-purchase.com</a>
- 6. Fee amount due to Service Provider from Client for the right to use the Website in the Settlement period.
- 7. Settlement period period in which the Service of Access is settled.
- 8. Access Data login and password of the Client or User to the Website.
- 9. Order order to perform the Service.
- 10. Account collection of resources and authorizations within the Website assigned to a specific Client.

11. Advertiser – entity that submitted information posted on the Website.

## §4 Registration, order and conclusion of the agreement

### **Conclusion of the agreement**

1. Upon submission of the Order and making payment by the Client, the agreement is concluded for provision of the Service of Access under terms indicated in the Order and these Regulations.

#### Order

- 1. Order must be made through appropriated form on the following website: <a href="https://www.offers-purchase.com">www.offers-purchase.com</a> .
- 2. Order is deemed to be submitted, if all information contained in the order form is provided in accordance with these Regulations and if the payment is made.
- 3. Price in the Order must be equal to price from the price list valid on the day of Order submission, which is available on the following website:

  www.offers-purchase.com.

# §5 Complaint procedure

- 1. All complains related to Services provided by the Service Provider must be submitted in electronic form to the following email address: oferty-kupna@cyberbiznes.pl
- 2. Complaint must contain:
- a) first and last name of the Client or the User, Postal address, name of his account and email address;
- b) subject of the complaint;
- c) circumstances justifying the complaint.
- 3. Complaints that do not contain the above-mentioned data will not be considered. In such cases, information about refusal to consider the given complaint will be send to the email address indicated by the User or the Client with reason for the refusal.
- 4. Complaints that meet the requirements determined in the Regulations will be considered immediately, in the order of their submission, no later than 7 days after submission.

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- 1. Service Provider shall not be responsible for temporary difficulties in the use of website by the Users and Entities, if they result from the reasons beyond his control.
- 2. Service Provider reserves the right to periodically suspend access to the Website in order to conduct maintenance activities and modify the scope of provided services.

- 1. Service User makes payment for the Service of access in the prepaid system using credit card or other available payment method.
- 2. Service of subscription access to the offers from every thematic category for the period of 1 month amounts to 59 euro.
- 3. Service of subscription access to the offers from every thematic category for the period of 1 year amounts to 259 euro.
- 4. One-time access to a single offer amounts to 6 euro and it does not require the purchase of subscription.
- 5. Service Provider has the right to reject the order without giving reasons.
- 6. Price list is available on the website.
- 7. Within 7 days from the date of crediting the fee on Service Provider's bank account, the Service Provider will issue a VAT invoice to the Client.

## III Rights and responsibilities

## §8 Rights and responsibilities of the Service Provider

- 1. Service Provider provides the Client with paid 24 hours a day access to the Website within the Account on the basis of Access Data in possession of the Client.
- 2. Service Provider reserves to right to temporary limit access to the Website, especially in the cases of Website modernization, however in the case of paid Service of Access total time of Website inactivity can't exceed 48 hours per month.
- 3. Services Provider is not responsible for:
- a) content of information posted on the Website, including its completeness, reliability, usefulness, compliance with the law and that it is up-to-date;
- b) interruptions in the operation of the Website or limitation of Website access, regardless of origin of their causes, also in the case of causes attributable to Service Provider, including when they are caused by technical disruptions, by telecommunication operator or due to force majeure;
- c) effects of the Client's use of the information obtained through the Service Provider and especially for consequences of decisions made on the basis of this information in the scope of financial management;
- d) using the Services in a manner inconsistent with these Regulations;
- e) fulfilment of the obligations resulting from information posted on the Website, including the conclusion and implementation of the agreements by the Advertiser.

# §9 Rights and responsibilities of the Client

1. Client has the right to select Access Data, while creating account at <a href="https://www.offers-purchase.com">www.offers-purchase.com</a>

- 2. Client is obliged to maintain the confidentiality of personal Access Data. In the case of loss or accidental disclosure of password to any third party, the Client is obliged to immediately inform the Service Provider about this. Service Provider will deactivate the lost password, and then generate and deliver new password to the Client free of charge.
- 3. Client hast the right to use information obtained within provided Service of Access only on his own.

## §10 Protection of Service Provider's rights

- 1. All rights to the Website, including proprietary copyrights and moral rights, belong to the Service Provider.
- 2. The use of databases made available on the website does not imply the Client's purchase of any rights to them. Without the written consent of the Service Provider, under penalty of civil and/or criminal liability, in the scope that is not necessary for normal use of the Website, it is especially prohibited to:
- a) copy, modify, transmit electronically or in any other way the Website or its part, and individual advertisements, as well as databases made available on the website;
- b) disseminating, making available to third parties, including publishing or using for further resale in any way and form the advertisements contained on the website.

#### IV. PROTECTION OF PERSONAL DATA

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- 1. All personal data obtained as a result of website registration procedure will be collected and processed in accordance with the Act of 29.08.1997 on personal data protection and other provisions of acts and regulations applicable in this scope.
- 2. User consents to the processing of personal data, including processing with the use of electronic means of communication, for the purposes of services provided by the Service Provider associated with providing access to the platform that makes purchase offers available, contacting with Clients, other activities related to conclusion and implementation of agreement and for the purposes of accounting, keeping records and marketing purposes, in accordance with the Act of 29.08.1997 on personal data protection.
- 3. The administrator of personal data is: Bank Informacji Gospodarczej Antoniewicz s.c. with its registered office in Zielona Góra ul. Dereszowa 17a, REGON: 971241803, NIP: 9730643809.
- 4. User has the right to view its data and correct them by sending relevant information to the address of Service Provider.
- 5. Provision of personal data by the User during registration on the website is voluntary.
- 6. Personal data of the User may be disclosed to entities authorized to obtain them under applicable provision of the law.

7. User who obtained personal data of the other user via website is not authorized to further process obtained personal data and is obliged not to disclose obtained personal data to third parties.

### V. FINAL PROVISIONS

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- 1. The administrator has the right to change these Regulations by introducing new Regulations, which will be sent to the email address indicated during registration.
- 2. Change of the Regulations requires approval of the User within time-limit determined in the changed Regulations.
- 3. If the User won't accept the change of Regulations in the indicated time-limit, the User is bound by Regulations in the current form, however in such case, the Administrator shall be authorized to terminate agreement with this User and delete all data posted by him on the website.

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All deliveries are performed via email and are effective within the understanding of these Regulations, if they were sent to the email address indicated by the User during registration.

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In matters not regulated in these Regulations, the relevant provisions of Polish law are applicable – Civil Code and other applicable acts.

**§15** 

Possible invalidity of any of the provisions of these Regulations shall not affect the validity of other provisions of the Regulations in all other respects.

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Any disputes arising from these Regulations shall be settled by court having jurisdiction over Service Provider's registered office, on the basis of provisions of the Polish law

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These Regulations come into force on 01.11.2015