

TERMS AND CONDITIONS OF THE LOYALZ PLATFORM

§ 1. General provisions

1. These Terms and Conditions (hereinafter: the "**Terms and Conditions**") set out the rules and conditions for the use of the "Loyalz" platform, operating at the Internet address <https://loyalz.io> (hereinafter: "**the Platform**") and the digital services provided by the Provider.
2. The Platform is a solution for creating advanced token-based customer engagement and loyalty programs and is aimed at entrepreneurs carrying out, on its behalf, a non-agricultural business activity in the field of running an online store and selling online and online creators who, within the framework of the created loyalty program, can distribute personalized collection of NFT tokens to its clients.
3. The Terms and Conditions constitute the terms referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (hereinafter: "**Act on Rendering Electronic Services**").
1. The Platform is owned by ZEST sp. z o.o. with its registered office in Aleksandrów Łódzki (registered office address: Szatonia 28A Street, 95-070 Aleksandrów Łódzki) entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź-Downtown in Łódź, XX Commercial Division of the National Court Register under KRS number: 0000945420, holding NIP: 7322206426, REGON: 52092903500000, with share capital: PLN 5.000,00 (hereinafter: "**the Provider**").
2. The Provider may be contacted by:
 - 1) e-mail at: contact@loyalz.io;
 - 2) regular mail at: Szatonia 28A Street, 95-070 Aleksandrów Łódzki
3. The Partner and the Participant are informed and acknowledge that the Provider provides the technology and its support, but the contractual relationship between the Partner and the Participant concluding by obtaining the digital NFT item on the Platform shall not engage the Provider and Provider shall not be deemed as a party to the transaction made through the Platform.
4. The Platform as well as any Services dedicated to Partners who are Entrepreneurs are provided "as such" and the Partner is not eligible to modify, change or amend any elements of the website or the source code displayed by the internet browser installed on the device belonging to the Partner.
5. Before using the Platform, the Partner, the Participant, the NGO's, and Users are obliged to read the Terms and Conditions and Privacy Policy.
6. The services provided by the Provider are dedicated to adults.

§ 2. Definitions

Capitalized terms used in these Regulations shall have the following meanings:

- 1) **Account** - a panel created in the Platform's IT system, allowing the Partner to use its functionalities;
- 2) **Agreement, Service Agreement** – the legal relationship between the Service Provider and the Service Recipient under which the Provider provides Services to the Partner;
- 3) **Brand** – Entrepreneur carrying out, on its behalf, a non-agricultural business activity in the field of running an online store and selling online who has concluded a partnership with the Provider and uses Services offered by subscription, possessing the digital store on the Marketplace powered by Provider;
- 4) **Consumer** - a natural person making a legal transaction with the Provider which is not directly related to his/her economic or professional activity;
- 5) **Creator** – an online creator who intends to create/create their NFT collection and intends to sell/sell them through the Platform;
- 6) **Entrepreneur** – refers to a natural person, a legal person or an organizational unit without legal personality, to which special regulations grant legal capacity, conducting economic or

professional activity on its own behalf, especially entering into contractual relations and the liabilities;

- 7) **Entrepreneur with Consumer Rights** - a natural person conducting a business or professional activity in his/her own name who has entered into an Agreement with the Provider directly related to his/her business activity, but which is not of a professional nature for this person, arising in particular from the subject of his/her business activity;
- 8) **License** – term defined in § 7(1) of the Terms and Conditions;
- 9) **Entrustment Agreement** - an agreement for the entrustment of personal data processing under which the Brand entrusts the Provider (acting as the processing entity) with the processing of the personal data pertaining to the Participants;
- 10) **Loyalty Program** – Partner’s loyalty program addressed to the Participants, which is created by the Partner by purchasing a personalized collection of NFT tokens, which he then distributes to the Participants; as part of the Loyalty Program, the Partner may also undertake other activities that build the Participants' engagement according to the selected Package;
- 11) **Marketplace** – the internal part of the Platform managed by the Provider enabling the trading of NFT Tokens;
- 12) **Merchant** – User managing the Brand's digital store on the Platform and its marketing campaigns;
- 13) **Merchant Account** – a panel created in the Platform’s IT system, enabling the Merchant performing activities related to Brand management and marketing campaigns;
- 14) **NFT Token, NFT** – Non Fungible Token; the technology based on blockchain, which allows the Participant to confirm an unique right to a wide range of benefits offered by the Partner and which Participants can trade with each other or third parties; NFTs act as digital loyalty cards;
- 15) **Non-Compliance** - shall be understood as non-compliance of the Digital Content with the Agreement on its delivery (the criteria for assessing the compliance of the Digital Content with the Agreement on its delivery are specified in Article 43k (1-2) of the Consumer Rights Act);
- 16) **Non-governmental organization, NGO’s** – refers to an entity that are not bodies or units subordinate to public administration (government and local government) and whose activities are not aimed at making a profit, who participates or benefits from the Loyalty Program;
- 17) **Package** - the entirety of the Partner’s rights related to the use of the Service;
- 18) **Participant** – Partner’s client who agreed to participate in the Loyalty Program;
- 19) **Partner** – Brand or Creator;
- 20) **Partner Account** – a panel created in the Platform’s IT system, enabling the Partner use of the Services, in particular the creation and sale of Token NFT collections;
- 21) **Privacy Policy** - the document containing information on the processing of User’s personal data by the Provider;
- 22) **Provider** – the term defined in § 1(4) of the Terms and Conditions.
- 23) **Service, Services** - all services provided by the Provider to the User under the provisions of the Terms and Conditions. The scope of services covers the Platforms as well as all functionalities involved with the Platform, whereby access to certain Services may be subject to the purchase of a specific Package (including payment of the applicable fee);
- 24) **Subscription** – refers to the Partner’s individual, paid access to the Platform in order to use its Services.
- 25) **User** - refers to any person or entity who uses the Platform or its Services;
- 26) **User Account** - a panel created in the Platform's IT system, enabling the User to use its functionalities;
- 27) **User Account Agreement** – an agreement for the provision of a digital service within the meaning of the Act on Consumer Rights, under which the Provider undertakes to provide

the Account Service to the User free of charge for an indefinite period, and the User undertakes to provide the Provider with personal data (e-mail address);

- 28) **User Account Service** – a digital service within the meaning of the provisions of the Act on consumer rights, consisting in the creation and maintenance of a User Account by the Provider for the User;
- 29) **Zest Token** - blockchain-based token issued by the Provider offered to the Brand in exchange for joining the NFT Token collection program.

§ 3. Technical requirements

1. For the Users to be able to use the Platform and its Services properly, the following are jointly required:
 - 1) connection to the Internet;
 - 2) device(s) enabling the use of Internet resources;
 - 3) a web browser capable of displaying hypertext documents on the screen of the device, linked to the Internet via the World Wide Web service, supporting the JavaScript programming language and, moreover, accepting cookies;
 - 4) an active e-mail account.
2. The use of viruses, bots, worms or other computer codes, files or programs (in particular process automation scripts and applications or other codes, files or tools) is prohibited on the Platform.
3. Provider hereby informs that despite the application of security measures, the use of the Internet and services provided by electronic means poses a risk that malware may infect the User's computer system and device or that third parties may gain access to the data stored on that device. To minimise the risk, Provider recommends the use of anti-virus software or means of protecting identification on the Internet.

§ 4. General principles of using the Platform

1. The Partner and the User are required to use the services provided by the Provider in accordance with the generally applicable provisions of law, these Terms and Conditions and principles of morality.
2. The Partner may personalize his/her profile on the Platform by including Partner's name, logo or trademark (the "**Designations**"). The Partner hereby grants Provider a royalty-free, non-exclusive license to use its Designations for these purposes. The license referred to in the preceding sentence is granted for the duration of the Agreement.
3. The Partner represents that the use of the Service is of a professional nature and is strictly related to the nature of its business.
4. The provision of content of an unlawful nature is prohibited. It is also forbidden to use any graphics, photos, meta tags, terms, keywords, or similar tags that contain the name of Provider or trademarks or third parties' trademarks nor third party copyrights or use the Platform to promote hate speech, obscenity, or any content that violates customary standards or rights of any person (physical or legal) or group of people.
5. The Partner agrees that he/she will not:
 - 1) create, display, purchase, or sell illegal content, such as content that may involve sexual exploitation (e.g. child exploitation);
 - 2) create, display, purchase or sell erotic content, porn, content related to the operation or promotion of gambling, lottery tickets, content related to the production, sale or promotion of alcohol, medicines, drugs, dietary supplements, tobacco products;
 - 3) create or display NFTs or other items that promote suicide or self-harm, incite hate or violence against others, or dox another individual;
 - 4) use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content or encouraging or promoting any activity that violates the Terms and Conditions.

6. The Provider is not permitted to engage in any transactions with any person, entity, or country prohibited by any applicable export control and sanctions laws and regulations of the European Union and any other applicable governmental authority.
7. The Provider is also not permitted to engage in any transactions with entities that conduct, promote or are related to entities operating in the areas indicated in section 5(1)-(3).
8. The Partner and the User using the services provided by the Provider are obliged to provide only data (including personal data) which are consistent with the factual state. The Provider shall not be liable for the consequences of any false or incomplete data provided by the Partner or User without obtaining the relevant consent for such provision.
- 1) The Partner and the User are solely responsible for providing the persons whose personal data will be processed on the Platform with the necessary information on the principles of processing of their personal data (in particular, respectively, the information referred to in Article 13 and Article 14 of the GDPR).
- 2) The proper use of the Services by the Partner shall consist in appropriate processing, supplementation and adaptation of the relevant element of the Service according to the individual needs of the Partner, the nature, circumstances and conditions of the particular factual or legal action he/she intends to perform or performs, as well as the objectives and effects he/she expects to achieve as a result of the action taken or intended to be taken.
- 3) The Provider is entitled to require the Merchant or other User to provide evidence of his/her authority to represent the Partner, in particular a power of attorney document or an extract from the relevant register. If an action is performed on behalf of the Recipient despite the lack of authority to represent the Partner, the User performing the action shall be liable under the provisions of the Act of 23 April 1964 - the Civil Code (hereinafter: the "**Civil Code**").
- 4) All statements, notices and information referred to in the Terms and Conditions may be transmitted by e-mail, unless a specific provision of the Terms and Conditions states otherwise.
- 5) The Partner may delete any data entered through the forms provided by the Provider from the Platform at any time.

§ 5. Conclusion of the Agreement

1. To Create a Partner Account and receive access to Services the Partner should:
 - 1) access the Platform's website and then click on the "Get started" tab;
 - 2) complete the form and provide following data:
 - a) Brand/Creator name;
 - b) description;
 - c) shop website;
 - d) currency;
 - e) web3 wallet;
 - f) e-mail addresses of team manager.
 - 3) create a password;
 - 4) tick the checkbox for a statement of having read and accepted these Terms and Conditions and the Privacy Policy;
 - 5) pay the Subscription fee in accordance with the price list.
2. If the Services are used in a manner that violates the generally applicable provisions of law, the Terms and Conditions or good morals, or if the Partner provides content of an unlawful nature, the Provider may terminate the Agreement with a notice period of 7 (seven) days, by providing the Partner with a notice of termination by e-mail. After the expiry of the notice period indicated in the preceding sentence, the Account is permanently deleted. During the notice period, the Provider may block the User's access to the Services if this is necessary to prevent the Partner from committing further infringements.
3. Within the Platform, the Partner may create Accounts and add Users.

§ 6. Creating a Loyalty Program and NFT tokens sale

1. Provider obligates itself to provide NFT collection personalized by the Partner based on selected properties of a given NFT token collection, as set out below.
2. For the avoidance of doubt, the Provider is responsible only for providing appropriate technology enabling the Partner to offer the NFTs via a dedicated digital store created on the Platform. The User or Participant purchases the NFT token directly from the Partner. The Partner is responsible for ensuring that the NFT token sale process is legal.
3. In the process of creation of NFT collection, the Partner specifies:
 - 1) the name of the collection,
 - 2) the number of loyalty cards (NFT token),
 - 3) whether it is possible to sell/purchase NFT,
 - 4) the price expressed in the fiduciary currency at which the token is offered,
 - 5) the commission for the Partner when reselling the Token NFT by the Participant on the secondary market,
 - 6) percentage of the sale and purchase of the Token NFT going to one of the NGO's listed on the Platform (if so),
 - 7) the validity period of a given NFT collection (end date by when NFT token can be purchased);
 - 8) format and graphic theme from ready-made templates for tokens.
4. The rules of participation in the Loyalty Program and benefits of acquiring an NFT token are also defined by the Partner.
5. The benefits arising of having NFT Token can be divided into two groups:
 - 1) automated:
 - a) cashbacks;
 - b) discounts,
 - c) exclusive shipments of goods;
 - d) pre-release access to goods,
 - e) vouchers,
 - f) free delivery;
 - 2) configured by the Partner (optionally):
 - a) access to live events,
 - b) VIP access during live events,
 - c) meeting with artists and celebrities,
 - d) customer service concierge,
 - e) additional content: live broadcasts, blogs, information.
6. After the NFT creation process is completed, the finished collection of NFT Tokens is handed over to the Partner, who decides how NFT Tokens are distributed, including whether it will be a paid or unpaid form of distribution to the Participant.
7. The distributed Token NFT may be retained, used or sold by the Participant on Marketplace or an external market (marketplace, DEX).
8. The User and the Partner are aware that minting the collection and trading NFTs involves the need to incur a network fee (gas fee), the amount of which depends on the network occupancy.

§ 7. Brand's Loyalty Program's terms of service

1. The Brand shall be solely and fully responsible for any possible law infringement as part of the organization of the Loyalty Program by him, in particular, of any intellectual property rights or any copyrights of any third party.
2. The entity responsible for the distribution of the NFT Token is solely the Brand.
3. Considering the obligation indicated in paragraph 2 above, the Brand applies the following framework terms and conditions for the provision of services:

- 1) The Brand determines the rules and deadline for granting the Participant an access code to the NFT Token (as well as whether the code will be required);
 - 2) The brand specifies the utility (benefits) of holding an NFT Token and the rules for their implementation;
 - 3) The brand determines the conditions for the accrual of loyalty points;
 - 4) The Brand provides Participants with the right to file complaints and exercises the right to withdraw from the contract for the purchase of digital goods or services in accordance with the applicable regulations;
 - 5) The Brand is solely responsible for ensuring the correct delivery of physical goods and the Participant's participation in events (if the Loyalty Program provides for such benefits);
 - 6) The brand may exclude its liability for the use of the loyalty card by an unauthorized person to the extent permitted by law.
4. If the Brand finds any violation of the Terms and Conditions or the terms of service of the Loyalty Program, as well as has a reasonable suspicion that the discount or other benefits in the Loyalty Program has been obtained in an unauthorized manner, the Brand is entitled to suspend participation in the Loyalty Program or refuse to use the discount (benefit). Suspension of participation in the Loyalty Program takes place for the time necessary to clarify any doubts that have arisen, but not longer than 30 days.
 5. After clarifying the doubts that have arisen, the Brand – depending on the findings made as a result of the investigation – may:
 - 1) unblock the Participant's participation in the Loyalty Program and, in the event that the suspicion of abuse on the part of the Participant proves to be unfounded, compensation is granted as compensation;
 - 2) unblock the Participant's participation in the Loyalty Program with the information that further abuse may result in the Participant's immediate exclusion from the Promotional Program. In such a case, if the investigation shows that as a result of the Participant's abuse, undue discounts or other benefits were obtained by the Participant, the Brand will deduct undue discounts or other benefits obtained in this way when unblocking the Participant's participation;
 - 3) with immediate effect, exclude the Participant from the Loyalty Program by informing the Participant of the reason for the exclusion.
 6. The Participant may resign from participation in the Loyalty Program (terminate the agreement for participation in the Loyalty Program) at any time, without having to give a reason. For this purpose, the Participant may delete his/her User Account or contact the Brand.
 7. The Participant can use out-of-court complaint handling and pursuing claims.
 8. Detailed information on the possibility for the Participant to use out-of-court complaint and redress procedures and the rules of access to these procedures are available at the registered offices and on the following websites:
 - 1) district (municipal) consumer ombudsmen and social organizations whose statutory tasks include consumer protection;
 - 2) Provincial Trade Inspection Inspectorates;
 - 3) Office of Competition and Consumer Protection.
 9. The Participant may also use the Online Dispute Resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.
 10. The Brand informs that unless such an obligation arises from mandatory provisions of law, the Brand does not use out-of-court methods of pursuing claims (out-of-court dispute resolution). In addition, the Brand does not undertake to use the ODR platform referred to in section 8 above.
 11. The Brand may amend the Loyalty Program terms of service in the following cases:
 - 1) changes in the subject of the Brand's activity;
 - 2) the legal obligation to make changes, including the obligation to adapt the terms of service to the current legal status;

- 3) preventing violations of the terms of service or preventing abuse;
 - 4) removing ambiguities or doubts as to the interpretation of the content of the terms of service;
 - 5) extension of the Loyalty Program to new communication platforms;
 - 6) changes in the scope of Participants' participation in the Loyalty Program;
 - 7) the Brand's decision to introduce more favourable conditions for the Participants to participate in the Loyalty Program.
12. Amendments to the terms of service may not result in the introduction of less favourable conditions of participation in the Loyalty Program.
 13. The Brand informs about the amendment of the terms of service by making the amended version of the terms of service available on the Brand's website and by sending the amended version of the terms of service to the Participants by e-mail.
 14. A Participant who does not agree to the amendment of the terms of service may, within 7 (seven) days from the date of receipt of the amended version of the terms of service, resign from participation in the Loyalty Program.
 15. The Brand may terminate the Loyalty Program at any time for a valid reason, which is:
 - 1) a change in generally applicable law having a direct impact on the Loyalty Program and resulting in the necessity to terminate it;
 - 2) economic unprofitability of the Loyalty Program;
 - 3) issuance of a ruling or decision by a court or competent public authority concerning the Loyalty Program and resulting in the necessity to terminate it;
 - 4) introduction of other forms of promotional and marketing activities related to the Brand or the Brand's store in place of the Loyalty Program.
 16. The Brand shall notify the Participants of the end of the Loyalty Program and the date of the end of the Loyalty Program shall not be earlier than 14 (fourteen) days from the date of sending the notice of termination of the Loyalty Program.

§ 8. Zest Token

1. The Provider awards Zest Tokens to Brands for joining the Loyalty Program (purchase of NFTs), allowing Brands to award them to their customers (the Participants) for their purchases.
2. The Participant may use Zest Tokens within the Marketplace of a given Brand.
3. In the first phase of the Platform's operation, an early adopter may purchase a Zest Token directly from the Provider, after agreeing on individual purchase terms (by concluding a SAFT agreement).

§ 9. Marketplace

1. As part of the Marketplace:
 - 1) Users can list Zest Tokens for sale;
 - 2) Stores can put NFT tokens up for sale as part of the presale phase.
2. The Marketplace charges a commission on transactions in Zest Tokens.
3. A certain percentage of the commission in Zest Tokens goes to the Brand that created the NFT collection. Optionally, a part of the commission may go to the NGO.
4. The User selling Zest Tokens shall pay network fees associated with the transaction, if any.

§ 10. Zest Token and NFT Token legal compliance information

1. The Terms and Conditions do not constitute an offer (invitation to enter into an agreement), including an offer to purchase securities, prospectus, etc. The Zest Token and the NFT Token do not constitute a financial instrument or a derivative within the meaning of Polish law.
2. The User/Participant is aware that there is no uniform definition of tokens in Polish law, therefore the legal classification of a Zest Token or an NFT Token may change as a result of changes in the law, case law or positions of competent authorities.

3. Zest Tokens and NFT Tokens do not directly or implicitly constitute ownership or co-ownership of the property of any entity, do not entitle you to participate in any revenue generated by the Partner or Provider, and by purchasing them you do not become a partner, shareholder or person in any way entitled to the shares.
4. The acquisition of Zest Tokens and NFT Tokens involves risk and is undertaken at your own risk.
5. The Partner and the Provider do not give any guarantee that the purchase of Zest tokens or NFT Tokens will bring profit to the Participant.
6. The acquisition of a Zest token or NFT Token does not entitle the purchaser to use the trademarks, logos or other intellectual property rights of the Partner or Provider.

§ 11. User Account Agreement

1. To conclude the Agreement for the provision of the User Account, the User should perform the following actions:
 - 1) go to the Platform's website and then click on the "create account" tab;
 - 2) In the form that appears, enter the e-mail address and password (created by the User);
 - 3) mark the checkbox next to the statement of reading the Terms and Conditions and Privacy Policy and accepting their provisions;
 - 4) optionally - tick the checkbox next to the declaration of consent to receive the Newsletter;
 - 5) Click the "Create Account" button.
2. Clicking the "Create account" button is tantamount to the conclusion by the User of the Agreement for the provision of the User Account.
3. The User gains access to the User Account immediately by clicking the "Create account" button.
4. With the help of the User Account, the User may in particular:
 - 1) participate in Loyalty Programs;
 - 2) store purchased NFTs;
 - 3) manage and use their NFT Token benefits.
5. The Provider informs and the User acknowledges that maintaining the compliance of the Account with the Agreement for the provision of the User Account does not require the User to install its updates.
6. If the User is not granted access to the User Account immediately after the conclusion of the Agreement for the provision of the User Account service, the User calls the Provider to immediately grant access to the User Account. The summons referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions. If the Provider does not grant the User access to the User Account immediately after receiving the call referred to in the preceding sentence, the User may withdraw from the Agreement for the provision of the User Account.
7. Notwithstanding the provisions of paragraph 6 above, in the absence of access to the User Account to the User, the User may withdraw from the Agreement for the provision of the User Account without calling the Provider to grant access to the User Account, if at least one of the cases indicated in Article 43j paragraph 5 of the Act on consumer rights occurs.
8. Notwithstanding the provisions of sections 6-7 above, the User may at any time and without giving a reason terminate the Agreement for the provision of the User Account with immediate effect. In addition, pursuant to art. 27 et seq. of the Act on consumer rights, the User may withdraw from the Agreement for the provision of the User Account without giving a reason, within 14 (fourteen) days from the date of its conclusion.
9. Withdrawal from the Agreement for the provision of the User Account or its termination, regardless of the basis for this action, takes place by submitting to the Provider by the User a statement of withdrawal from the Agreement for the provision of the User Account or its

termination. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions. The Provider deletes the User Account immediately after receiving the statement referred to in the preceding sentence.

10. If the User uses the User Account in a manner contrary to the provisions of generally applicable law, the provisions of the Terms and Conditions or decency, as well as providing illegal content by the User, the Provider may terminate the Agreement for the provision of the User Account with a notice period of 7 (seven) days by submitting a notice statement to the User via e-mail. After the expiry of the notice period indicated in the preceding sentence, the User Account is permanently deleted. During the notice period, the Provider may block the User's access to the User Account if it is necessary to prevent further violations by the User.
11. Blocking or deleting the User Account does not affect the performance of agreements concluded by the User before blocking or deleting the User Account.

§ 12. Demo

1. Before concluding an Agreement, the Partner may use Platform in a demo version, which allows only verification of the functionality of the Platform, without the possibility of creating a NFT collection on blockchain and enabling it for purchase. Demo version is available for a period of 7 days from the moment of activation of the demo version.
2. To conclude the agreement for the provision of the Demo, the Partner should perform the following actions:
 - 1) access the Platform's website and then click on the "Book a demo" tab;
 - 2) complete the form and provide following data:
 - a) name and surname,
 - b) company name,
 - c) company e-mail,
 - d) company website,
 - e) Telegram,
 - 3) tick the checkbox for a statement of having read and accepted these Terms and Conditions and the Privacy Policy;
 - 4) click the "Book a demo" button.
3. After sending the application in accordance with section 2 above, the Provider will contact the Partner and grant him access to the Platform in the demo version.

§ 13. Payments

1. Subject to demo version, the Services are provided for a fee.
2. The Partner undertakes to pay subscription fee monthly or annually, depending on the selected Package, until the Subscription is cancelled.
3. In addition, the Partner undertakes to pay for the created collection of NFTs in the amount in accordance with the selected Package. The payment will be due only after the Partner receives payments from the Participants.
4. Package prices are expressed in PLN, EUR, USD and constitute a gross value (including applicable tax).
5. Changes to the prices indicated in the price list will be announced on the website loyal.io/pricing and do not constitute changes to the Terms and Conditions.
6. The payment date shall be the date on which the Subscription fee is credited to the Provider's bank account.
7. The Provider shall issue an invoice to the Partner within 14 days.
8. The Provider may offer discounts on Services and Service Packages.
9. Before the end of the current Subscription period, the Provider shall inform the Partner by e-mail about the expiry of the Subscription Period and the amount of fees for extending the

period of providing Services for the next Subscription period. Extension of the Subscription period is tantamount to concluding another Agreement on the terms set out in the Terms and Conditions.

10. The Partner extends the Subscription period by making a payment to the bank account indicated by the Provider for the use of the Services in the next Subscription period.
11. If the Subscription fee was paid before the expiry of the previous Subscription period, the next Subscription period will be counted from the date following the end of the given Subscription period. If the fee was paid after the end of the previous Subscription period, the next Subscription period shall be counted from the date of payment of the Subscription fee towards the next Subscription period.
12. Failure to make a payment to the Provider's bank account for the use of the Services in the next Subscription period will result in blocking access to the Services. In such a case, the Partner's data will be stored by the Provider for a period of 3 months, counting from the day following the date of expiry of the Subscription period. During this time, the Partner may at any time resume using the Services by paying the Subscription fee or delete their Partner Account from the Platform.

§ 14. License

1. Upon conclusion of the Agreement Provider grants the Partner a non-exclusive license to use the Platform and its Services under the provisions of the Terms and Conditions (hereinafter: the "License").
2. The License is granted for the term of the Agreement.
3. The License entitles the Partner to access the Platform and use the functions available on the Platform in accordance with the purchased Package.
4. The License does not entitle the Partner to grant further licenses.
5. The use by the Partner Services available on the Platform in violation of the terms of the License constitutes an infringement of the Provider's copyrights, entitling the Provider (depending on the nature of the infringement) to take legal action against the Partner respectively.

§ 15. Personal Data Protection

1. The Provider shall process the personal data of the Partner, Merchant, and User in accordance with the principles set out in the Privacy Policy.
2. In order to ensure that the services provided comply with the personal data protection legislation, an Entrustment Agreement, attached as Appendix 1 to the Terms and Conditions, shall be concluded upon the conclusion of the Agreement between the Provider and the Brand.
3. The Entrustment Agreement shall be concluded for the term of the Agreement and shall terminate or expire upon the termination or expiry of the Agreement.

§ 16. Provider's Intellectual Property

1. All components of the Platform, in particular:
 - 1) the name of the Platform;
 - 2) the logo of the Platform;
 - 3) images and descriptions;
 - 4) the operating principles of the Platform's website, all its graphic elements, interface, software, source code and databases- are subject to legal protection pursuant to the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 - Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition and other generally applicable laws, including European Union law.
2. Any use of the Provider's intellectual property without the Service Provider's prior express permission is prohibited.

§ 17. Service Provider's Liability

1. The Provider is responsible only for providing appropriate technology enabling the Partner to offer the NFTs via a dedicated digital store created on the Platform. The User/Participant purchases the NFT Token directly from the Partner.
2. The Provider shall provide the Services with due diligence.
3. The Provider shall not be liable for:
 - 1) permanent or temporary inability to provide the Services and for reasons beyond the Provider's control, including as a result of force majeure or acts of third parties against the Provider;
 - 2) Partner's lost profits;
 - 3) the consequences of improper use of the Services provided, in particular in a manner contrary to the Terms and Conditions, Agreements or principles of social co-existence;
 - 4) interruptions in the availability of the Services due to technical interruptions resulting from the Provider's maintenance works.
4. The Provider's liability towards the Partner is in each case limited (to the extent permitted by law) to three months subscription.

§ 18. Complaints about the Services

1. The Partner may lodge a complaint if the Provider provides services on the Platform in a manner that is not in conformity with the Terms and Conditions.
2. The Partner making a complaint for the reasons set out in section 1 above should send by e-mail, to the address indicated in § 1(4)(1) of the Terms and Conditions, a message containing the following:
 - 1) the Partner's company name/name and surname;
 - 2) e-mail address;
 - 3) a description of the irregularities noticed;
 - 4) the request under the complaint.
3. The time limit for considering and responding to a complaint is 14 (fourteen) days from its receipt by the Provider in a correct and complete form of receipt. Failure to respond within the period indicated in the preceding sentence shall mean that the complaint has been granted.
4. The Provider shall respond to the complaint by e-mail.
5. The response to the complaint is final.

§ 19. Complaints regarding the User Account Service

1. The provisions of this § 19 shall apply only:
 - 1) Users who are Consumers or Entrepreneurs with Consumer rights;
 - 2) Agreements for the provision of the User Account Service;
 - 3) Non-Compliance of the User Account Service with the User Account Service Agreement and Non-Compliance of the User Account with the Agreement.
2. The User Account Service delivered to the User by the Provider must comply with the Agreement for its delivery throughout the entire period of delivery.
3. The Provider is responsible for Non-Compliance disclosed during the period of delivery of the User Account - if it is delivered continuously.
4. In the event of disclosure of Non-Compliance, the Customer may file a complaint containing a request to bring the User Account Service into compliance with the Agreement.
5. The complaint is submitted by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions.
6. The complaint should include:
 - 1) name and surname of the User;
 - 2) e-mail address;
 - 3) a description of the Incompatibility revealed;

- 4) a request to bring the User Account Service into compliance with the Agreement.
7. The Provider may refuse to bring the User Account into conformity with the Agreement if this is impossible or would require the Provider to incur excessive costs.
8. After considering the complaint, the Provider provides the User with a response to the complaint, in which:
 - 1) acknowledges the complaint and indicates the planned date of bringing the User Account into compliance with the Agreement;
 - 2) refuses to bring the User Account Service into compliance with the Agreement for the reasons indicated in paragraph 7 above;
 - 3) rejects the complaint because it is unfounded.
9. The Provider shall respond to the complaint by e-mail within 14 (fourteen) days from the date of its receipt.
10. If the complaint is accepted, the Provider at its own expense brings the User Account Service into compliance with the Agreement within a reasonable time from the receipt of the complaint and without undue inconvenience to the User, considering the nature of the User Account Service and the purpose for which it is used. The planned date of bringing the User Account Service into compliance with the Agreement is indicated by the Provider in response to the complaint.
11. In the event of disclosure of Non-Compliance, subject to section 14 below, the User may submit to the Provider a statement on price reduction or withdrawal from the Agreement when:
 - 1) bringing the User Account Service into conformity with the Agreement is impossible or requires excessive costs;
 - 2) The Provider has not brought the User Account Service into compliance with the Agreement in accordance with paragraph 10 above;
 - 3) The Non-Compliance persists even though the Provider has attempted to bring the User Agreement Service into conformity with the Agreement;
 - 4) The Non-Compliance is so significant that it justifies withdrawal from the Agreement for the delivery of the User Account Service without first requesting the Provider to bring the User Agreement Service into compliance with the Agreement;
 - 5) it is clear from the Provider's statement or circumstances that the Provider will not bring the Subject of the Digital Service into conformity with the Agreement for its delivery within a reasonable time or without undue inconvenience to the User.
12. A statement on withdrawal from the Agreement may be submitted by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions.
13. The statement on withdrawal from the Agreement should contain:
 - 1) name and surname of the User;
 - 2) e-mail address;
 - 3) the date of delivery of the Account Service;
 - 4) a description of the Non-Compliance revealed;
 - 5) indication of the reason for making the declaration, chosen from among the reasons indicated in section 11 above;
 - 6) a statement on price reduction, together with an indication of the reduced price, or a statement of withdrawal from the Agreement.
14. The Provider is not entitled to demand payment for the time during which the User Account was not in conformity with the User Account Agreement, even if the User used the User Account before withdrawing from the Agreement.
15. The User may not withdraw from the User Account Agreement if the Non-Conformity is irrelevant.
16. In the event of withdrawal by the User from the Agreement for the provision of the Account Service, the Provider deletes the User Account immediately after receiving a statement of withdrawal from the Agreement.

17. Pursuant to Article 34(1a) of the Act on consumer rights, if the User withdraws from the Agreement regarding the delivery of the Account Service Item, the User is obliged to cease using User Account Service and make it non-available to third parties.

§ 20. Out of court dispute resolution

1. The provisions of this § 20 apply only to Users who are Consumers.
2. The User shall have the opportunity to use out-of-court procedures for handling complaints and pursuing claims.
3. Detailed information on the possibility for the User to use out-of-court ways of handling complaints and pursuing claims, as well as rules of access to these procedures are available at the offices and websites of:
 - 1) district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection;
 - 2) Voivodship Inspectorates of Commercial Inspection;
 - 3) Office of Competition and Consumer Protection.
4. The User may also use the platform for online dispute resolution (ODR) available at: <http://ec.europa.eu/consumers/odr/>.

§ 21. Changes to the User Account Service

1. The Provider may change the User Account Service in the event of:
 - 1) the need to adapt the User Account Service to newly created devices or software used by Users to use the User Account Service;
 - 2) the Provider's decision to improve the User Account Service by adding new functionalities or modifying existing functionalities;
 - 3) the legal obligation to make changes, including the obligation to adapt the User Account Service to the current legal status.
2. Changing the User Account Service may not involve any costs on the part of the User.
3. The Provider informs Users about the change of the User Account Service by placing a message on the User Account informing about the changes. Regardless of the change, information about the change may be sent to Users via e-mail.
4. If the change of the User Account Service will significantly and negatively affect the User's access to the Account Service, the Provider is obliged to inform the User about:
 - 1) the nature and timing of the change, and
 - 2) the User's right to terminate the Agreement for the provision of the User Account Service with immediate effect within 30 (thirty) days of making the change.
5. The information referred to in section 4 above shall be sent by the Provider to Users via e-mail, no later than 7 (seven) days before the change.
6. Termination of the Agreement for the provision of the User Account Service by the User pursuant to section 4 point 2 above takes place by submitting to the Provider a statement on termination of the Agreement for the provision of the User Account Service. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions. The Provider deletes the User Account immediately after receiving the statement referred to in the preceding sentence.

§ 22. Amendments to the Terms and Conditions

1. The Provider may amend the Terms and Conditions in the following situations:
 - 1) a change in the subject matter of the Provider's business;
 - 2) the Provider begins to provide new services, modifies the services previously provided or ceases to provide them;
 - 3) technical modifications to the Platform that require the Terms and Conditions to be adapted thereto;

- 4) a legal obligation to make changes, including the obligation to adapt the Terms and Conditions to the current state of the law.
2. The Users shall be informed of amendments to the Terms and Conditions by publication of the amended version on the Platform website.

§ 23. Final provisions

1. The current version of the Terms and Conditions effective as of 29.12.2023.
2. These Terms and Conditions will be governed by and construed in accordance with the Polish law and the Partner hereby agrees to submit to the exclusive jurisdiction of the Polish courts in connection herewith.

Appendix No. 1 to the Terms and Conditions - Entrustment Agreement

PERSONAL DATA PROCESSING AGREEMENT (hereinafter: "Entrustment Agreement")

concluded by and between:

the Provider (hereinafter also: the "**Processing Entity**"),

and

the Brand (hereinafter also: the "**Controller**"),

hereinafter collectively referred to as the "**Parties**" and each of them individually as a "**Party**".

Recitals

Whereas:

- a) *the Provider and the Brand have entered into the Agreement (hereinafter: the "**Master Agreement**");*
- b) *the provision of the Services requires the Provider to process the Participants' personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (hereinafter: the "**GDPR**"), which gives rise to the obligation to comply with the requirements indicated in Article 28 of the GDPR, including the conclusion of the Agreement set out in this provision;*

The Parties have agreed as follows:

§ 1. Entrustment of the processing of personal data

1. The Controller entrusts the Processing Entity with the processing of personal data pursuant to Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: "**General Data Protection Regulation**" or "**GDPR**").
2. The Controller represents that it is the controller of the data entrusted to the Processing Entity under the Entrustment Agreement or a processing entity authorised to further entrust the data to the Processing Entity.
3. The Controller hereby entrusts the Processing Entity with the processing of personal data within the scope specified in § 2 hereof.
4. Capitalised terms used herein shall have the meaning given to them in the Terms and Conditions or GDPR, unless a specific provision hereof provides otherwise.

§ 2. Subject matter, nature, purpose and duration of data processing

1. Personal Data entrusted by the Controller shall be processed by the Processing Entity only upon the Controller's documented instruction and solely for the purpose of providing the Services. In particular, the Parties deem the conclusion of the Service Agreement to be a "documented instruction".
2. The categories of personal data which are the subject of the entrustment (hereinafter: "**entrusted personal data**") and the categories of entrusted data subjects are indicated in Appendix No. 1 hereto.

3. The personal data entrusted by the Controller hereunder shall not constitute special categories of data referred to in Article 9 of the GDPR or data relating to criminal convictions and offences referred to in Article 10 of the GDPR.
4. The processing of the entrusted personal data will be carried out using IT systems (in an automated manner) and in paper form (in a non-automated manner).

§ 3. Obligations, rights and representations of the Processing Entity

1. The Processing Entity undertakes to secure the entrusted personal data by implementing (even prior to the processing) and maintaining technical and organisational measures appropriate to the nature, scope, context and purpose of the processing of the entrusted data, including those required by the relevant provisions of generally applicable law, so that the processing of the entrusted personal data meets the requirements of the General Data Protection Regulation.
2. The Processing Entity undertakes to ensure that the persons authorised to process the personal data entrusted hereunder are bound by confidentiality obligations or are subject to an appropriate statutory secrecy obligation.
3. The Processing Entity undertakes, to the extent justified by the subject matter of the Entrustment Agreement, to assist the Controller, to the extent possible, in complying with the Controller's obligation to respond to requests from data subjects in exercising their rights under generally applicable law, including Chapter III of the General Data Protection Regulation.
4. The Processing Entity undertakes to immediately notify the Controller of:
 - 1) any breach of the protection of the entrusted personal data, where "breach of the protection of the entrusted data" shall mean any accidental or unlawful destruction, loss, modification, unauthorised disclosure of or unauthorised access to the entrusted personal data. The notification referred to in this Subsection 1 shall be made no later than within 24 hours from the discovery of the breach of protection of the entrusted data;
 - 2) any request received from the data subject, while refraining from responding to the request until the Controller's opinion has been received. The notification referred to in this Subsection 2 shall be made no later than 24 hours after receipt of the request;
 - 3) any legally authorised request to disclose personal data to a competent state authority, unless the prohibition to notify ensues from the provisions of the law, in particular from the provisions of criminal proceedings, when the prohibition is aimed at ensuring the confidentiality of an initiated investigation;
 - 4) any compliance checks on the processing of personal data carried out by the President of the Personal Data Protection Office or any other supervisory authority, and the results thereof, as well as any other action taken by public authorities concerning such data.
5. The Processing Entity undertakes, to the extent justified by the subject matter hereof and the information available to it, to assist the Controller in complying with the Controller's obligations under generally applicable law, including Articles 32 to 36 of the General Data Protection Regulation and concerning the security of the processing of personal data, notification of a personal data breach to the supervisory authority and to the data subject, a data protection impact assessment and related consultations with the supervisory authority.
6. The Processing Entity undertakes to:
 - 1) provide the Controller, within 14 days from the date of receipt of the request, with all information and documents necessary to demonstrate the Controller's compliance with its obligations under generally applicable law;
 - 2) enable the Controller or its authorised auditor to carry out audits, including inspections, and contribute to such audits, on terms to be determined by the Parties from time to time and subject to the provisions of this Section.
7. The audit referred to in Section 7(2) above may be carried out:
 - 1) not earlier than 14 days from the date of receipt by the Processing Entity of a notice regarding the intention to conduct it, on a date to be determined by the Parties, and

- 2) after the conclusion of a confidentiality agreement between the Processing Entity and the Controller or an auditor authorised by the Controller.
8. Upon completion of the audit, the Parties shall draw up a report in 2 copies to be signed by authorised representatives of both Parties. The Processing Entity may raise objections to the report within 5 Business Days from the date of signing thereof by the representatives of the Parties.
9. In the event that any shortcomings affecting the security of processing of the entrusted personal data are identified in the course of the audit, the Processing Entity undertakes to comply with the recommendations formulated by the Controller or the auditor authorised by the Controller.

§ 4. Controller's Obligations

1. The Controller is obliged to ensure that throughout the duration of the Entrustment Agreement the Controller has a legal basis for the processing of the entrusted personal data and that the Controller has appropriate entitlements to entrust the personal data to the Processing Entity. Should the Controller lose the aforementioned legal basis or entitlements with regard to certain entrusted personal data, the Controller shall immediately take steps necessary to cease entrusting them, in particular notify the Processing Entity thereof.
2. The Controller undertakes not to give instructions to the Processing Entity regarding the processing of the entrusted personal data which would be in conflict with generally applicable law, the provisions of the Entrustment Agreement or other contractual obligations.

§ 5. Further Entrustment of Personal Data

1. The Controller grants its general consent for the Processing Entity to further entrust the processing of personal data (hereinafter: "**subcontracting**") to subcontractors of its choice.
2. The Processing Entity undertakes to ensure that:
 - 1) the sub-processor applies appropriate technical and organisational measures to ensure the processing of the subcontracted personal data in accordance with the GDPR;
 - 2) the scope of the sub-processor's data protection obligations correspond to the Processing Entity's obligations hereunder.
3. If the Processing Entity intends to subcontract the processing of personal data to a particular subcontractor, the Processing Entity shall notify the Controller thereof by e-mail no later than 7 (seven) days prior to the subcontracting. The Controller may object to the subcontracting referred to in the preceding sentence by raising an objection by e-mail within 7 (seven) days of receipt of the subcontracting notification.
4. Upon the ineffective expiry of the objection period referred to in Section 3 above, the Processing Entity may subcontract the processing of personal data to the selected subcontractor.
5. If the objection referred to in Section 3 above is raised, the Processing Entity may rescind the Master Agreement with immediate effect.
6. The subcontracting referred to in Section 3 above shall not constitute an amendment to the Entrustment Agreement.

§ 8. Term of the Entrustment Agreement

The Entrustment Agreement is concluded for the duration of the Master Agreement and terminates upon termination, cancellation or expiration of the Master Agreement.

§ 9. Effects of Termination of the Entrustment Agreement

In the event of termination of the Entrustment Agreement, the Processing Entity, without delay, no later than within 14 (fourteen) Business Days from the date of termination of the Entrustment Agreement, undertakes to return to the Controller and remove from its own carriers all personal data the processing of which it has been entrusted with, including effectively removing it also from the

electronic carriers at its disposal. The provisions of the preceding sentence shall not apply to the personal data the storage of which by the Processing Entity is required for a period longer than the duration of the Entrustment Agreement in accordance with generally applicable laws.

§ 9. Final Provisions

1. Annex No. 1 - Categories of personal data entrusted and categories of personal data subjects constitutes an integral part of the Agreement.
2. To all matters not regulated herein, the provisions of the Terms and Conditions, provisions of the GDPR and relevant provisions of the Polish law shall apply.

Annex No. 1 to the Entrustment Agreement - Categories of personal data entrusted and categories of personal data subjects

NO.	CATEGORIES OF DATA SUBJECTS	CATEGORIES OF PERSONAL DATA
1.	Participants	Name(s), surname, contact details, e-mail, information on the history of purchases made in the Brand's store, information on vouchers and benefits used