



TERMS OF DOMAIN MARKETPLACE

§ 1. DEFINITIONS

1. As used in these Terms, the following terms shall have the following meanings:
 - a. **Service Provider** – AFTERMARKET.PL LIMITED with its registered office in Cyprus at the following address: Chytron 3, Office 301, P.C. 1075 Nicosia, Cyprus, entered into the Registry of Companies maintained by the Minister of Trade, Industry and Tourism under number HE 245422, which provides services covered by these Terms.
 - b. **General Terms of Service** – General terms of the aftermarket.pl website, available at: <http://aftermarket.pl>
 - c. **Terms** – these Terms of domain marketplace available at: <http://aftermarket.pl>
 - d. **Price List** – a list of fees and charges related to the use of the Services and the rules of their calculation.
 - e. **User** – a natural person, a legal person or an organizational unit with no legal personality but which is granted legal capacity under the law, who/which uses the Service provided by the Service Provider under the Agreement for the provision of the given Service.
 - f. **Services** – services covered by the Terms provided by the Service Provider to the User.
 - g. **Auction** – the mode of entering into an agreement in which the agreement is concluded between the Seller and the Buyer, or between the Seller, the Service Provider and the Buyer, by awarding the bid, which is tantamount to acceptance of the most advantageous proposal submitted by the expiration of the deadline specified by the User.
 - h. **Last Minute Auction** – the Domain Name Auction, which, despite having expired, has not yet been removed by the Domain Name Registry or whose expiry date is less than 30 days from the start of the Auction.
 - i. **Lessee** – a User using the Domain Name based on the Domain Name Lease Agreement.
 - j. **Domain Name Lease** – an agreement concluded between the Lessor and the Lessee or between the Lessor, the Service Provider and the Lessee, under which the Lessor or the Service Provider grants the Lessee an exclusive use of the Domain Name against payment of the agreed remuneration.
 - k. **Bidder** – a User who placed a bid during the Auction.
 - l. **Buyer** – a User or the Service Provider who/which purchased the Domain Name via the Website.
 - m. **Offeror** – a User submitting an offer during negotiations.
 - n. **'Buy Now' Option** – Sale of the Domain Name, which occurs when the Buyer accepts a predetermined price.

- o. **'Make Offer' Option** – Sale of the Domain Name, which occurs when the Seller or the Buyer accepts an offer with a price agreed upon between the Seller and the Buyer.
 - p. **Lessor** – a User who makes a Domain Name available based on the Domain Name Lease Agreement.
 - q. **Purchase of the Domain Name on the instalment plan** – an agreement concluded between the Seller and the Lessee, or between the Lessor, the Service Provider and the Lessee, based on which the Domain Name can be used in exchange for payment of monthly fees, and where upon the payment of the last monthly fee, the rights and obligations under the agreement for Domain Name Maintenance are transferred to the Buyer.
 - r. **Seller** – a User or the Service Provider offering, via the Website, the Sale of the Domain Name.
 - s. **Sale of the Domain Name** – an agreement concluded between the Seller and the Buyer, or between the Seller, the Service Provider and the Buyer, under which the Seller or the Service Provider transfers to the Buyer, for the consideration, the rights and obligations resulting from the agreement for Domain Name Registration and Maintenance concluded with the relevant Domain Name Registry, as a result of which the Buyer enters into the rights and obligations of the Seller.
 - t. **Sale of the Domain Name Option** – an agreement concluded between the Seller and the Buyer, or between the Seller, the Service Provider and the Buyer, under which the Seller or the Service Provider transfers to the Buyer, for the consideration, the rights and obligations resulting from the agreement for Domain Name Option Registration and Maintenance concluded with the relevant Domain Name Registry, as a result of which the Buyer enters into the rights and obligations of the Seller.
 - u. **Escrow Transaction** – a type of a secure method of Sale of the Domain Name or the Domain Name Option with the participation of the Service Provider who holds the funds paid by the Buyer as the sale price until the completion of the transfer of the Domain Name or the Domain Name Option.
 - v. **Domain Name Valuation** – a Service that involves an assessment of the value of the Domain Name by active Website users.
 - w. **Domain Name Drop Catching** – a service consisting in the Service Provider taking actions to make a Reservation or Registration of the Domain Name for the Service Provider.
2. All capitalized terms which are not defined in clause 1 above, have the meanings assigned to them in the General Terms of Service or the Terms of Provision of Domain Related Services. In case of any discrepancies between a definition of a term provided in the Terms and the General Terms of Service or other terms of Services, the meanings provided in clause 1 above shall prevail.

§ 2. GENERAL PROVISIONS

1. The User may make the following transactions through the Website in accordance with the rules set out in the Terms: Sale of the Domain Name, Sale of an Option, Domain Name Lease, Purchase of the Domain Name on the instalment plan, and use other Services specified in the Terms.
2. The Service Provider enables the Sale of the Domain Name via the Website with the use of the following Services: Escrow Transaction, Auction, Last Minute Auction, 'Buy Now' Option, 'Make Offer' Option.
3. The Service Provider enables the Sale of the Domain Name Option via the Website with the use of the Escrow Transaction or the Auction.
4. The Service Provider reserves the right to act as an intermediary in the transactions specified in clause 1 above, in accordance with the rules specified in the Terms, in particular in § 11 of the Terms.
5. The Seller and the Lessor (depending on the transaction), who participates in the transactions described in clause 1 above, declares and warrants that:
 - a. he/she/it is a Subscriber of the Domain Name in accordance with the rules set out by the relevant Domain Name Registry, and his/her/its rights resulting from the Domain Name Registration and Maintenance are not limited or encumbered with any rights of third parties;
 - b. the Domain Name which is the subject of the transaction as well as its Registration and current use does not violate the rights of third parties, including in particular copyrights, trademark protection or other intellectual property rights, personal interest and does not constitute an act of unfair competition;
 - c. the Domain Name has been correctly registered by the relevant Domain Name Registry to him/her/it and the fee for its maintenance has been paid until the date of the transaction;
 - d. there are no other obstacles to conducting the Domain Name transaction;
 - e. the Domain Name to which the transaction relates is not a subject of any dispute and there are no grounds to predict that such dispute would arise in the near future.
6. The Seller or the Lessor shall bear sole liability for non-compliance of the statements referred to in clause 5 above with the facts and any breach of the warranties listed therein.

§ 3. AUCTION

1. Subject to the following sections of the Terms, Auctions are organized and settled in accordance with this § 3 of the Terms.

2. With the use of the tools available on the Website, the Seller determines: the Domain Name or the Domain Name Option the Seller wants to sell, the type of the Auction, its duration and asking price. The Auction starts upon its launch on the Website.
3. The User participates in the Auction by submitting his/her/its purchase offer on the Website during the bidding, which should be understood as an indication of the price for which the User wants to buy the subject of the Auction (a bid). Upon submitting the bid, the User starts the bidding and is given the status of the Bidder.
4. Unless the Service Provider provides the Service of transaction intermediation, upon submitting the bid, the Bidder's data is known only to the Service Provider, and only after the Auction is settled, does the Service Provider make the data of the winning Bidder available to the Seller, to which each Bidder agrees.
5. The first bid submitted in the Auction must be at least the asking price determined by the Seller.
6. The bid submitted during the Auction shall be binding on the Bidder until the Auction ends or a more advantageous bid is submitted by another Bidder.
7. The Auction ends upon expiry of the period specified by the Seller. If a bid is submitted 5 minutes before the specified end time of the Auction, the Auction will be extended by 5 minutes.
8. Rejection of the Bidder's bid by the Seller, subject to § 3 clause 13 of the Terms, or withdrawal of the bid by the Bidder shall be ineffective.
9. The winner of the Auction is the Bidder who submits the highest bid, except for the situation when one of the Bidders used the 'Buy Now' Option. If several Bidders submitted a bid of the same highest value, the Bidder who submitted the bid first is the winner.
10. Upon the awarding of bid, an agreement is concluded between the Seller and the Buyer.
11. The Sellers and the Bidders receive information about the end of the Auction and its result. The notification is made by posting the relevant information on the User Account on the Website. In addition, unless the Service Provider provides the Service of transaction intermediation, the Buyer's data is provided to the Seller and the Buyer receives the data of the Seller immediately after the conclusion of the agreement.
12. Within 10 minutes before the indicated end date of the Auction, the Seller may terminate the Auction without incurring any additional fees, if no bid has been submitted by a Bidder during this time. If a bid is submitted by a Bidder and the Seller wants to end the Auction before the end date, the Seller shall be bound by the bid submitted by the Bidder. Within 10 minutes before the indicated end date of the Auction on the Website, the Seller may cancel the Auction and not accept bids submitted at that time by the Bidders. The cancellation of the Auction is payable in accordance with the Price List valid on the date of the cancellation.
13. A functionality is made available on the Website by the Service Provider which allows planning in advance the bid to be submitted before the end of the Auction indicated

by the Bidder (the “auction sniper”) by automatic checking the highest bid in the Auction and submitting the Bidder’s bid, in the event that, as a result of such checking, the bid indicated by the Bidder was higher than the highest bid in the given Auction. The amount of the current bid is checked 6 minutes and 1 minute before the end of the Auction indicated by the Bidder. In the event that there are no other bids placed in the indicated Auction, and the Bidder’s planned bid is at least equal to the current price, the bid is placed. Planning, removing or changing planned bids can be performed only if the auction ends no sooner than in 2 minutes.

14. In no event shall the Service Provider be liable for damage suffered by participants of an Auction which ended before its end date, unless the end of the Auction was caused by gross negligence of the Service Provider.
15. It is prohibited to place bids for your own Domain Names, as well as for Domain Names of other persons, if the purpose of the bid is not to purchase the Domains but to artificially inflate the price or falsify the actual interest in the transaction. In particular, it is prohibited to set up additional User Accounts in order to use them to raise prices in the Auction.

§4. ‘BUY NOW’ AND ‘MAKE OFFER’ OPTIONS

1. The Seller may conduct a transaction on the Website using the ‘Buy Now’ Option, specifying the price for the Domain Name which he/she/it wants to sell or using the ‘Make Offer’ Option.
2. When the Buyer uses the ‘Buy Now’ Option, the Buyer’s data is provided to the Seller and the Buyer receives the data of the Seller immediately after the conclusion of the agreement, unless the transaction took place via the Service Provider.
3. In the case of the ‘Make Offer’ Option, after the price offer is submitted, the Seller may accept the offer at once, reject it or conduct negotiations with the offeror which may lead to acceptance or rejection of the offer.
4. Once the price is agreed on by the Buyer and the Seller, the Buyer’s data is provided to the Seller and the Buyer receives the data of the Seller immediately after the conclusion of the agreement, unless the transaction took place via the Service Provider.
5. The price offer placed by the Buyer may be withdrawn or changed until it is accepted or rejected by the Seller. Upon the acceptance of the price offer by the Seller, it is binding on the Buyer, which means that the Buyer cannot withdraw or change it.
6. The price offer may also be placed by the Seller to the Buyer. The offer placed by the Seller may be withdrawn or changed until it is accepted or rejected by the Buyer. Upon the acceptance of the price offer by the Buyer, it is binding on the Seller, which means that the Seller cannot withdraw or modify it.
7. Each price offer, both the Seller’s and the Buyer’s, may be placed with the reservation of the deadline by which it may be accepted or rejected. After the expiry of the deadline

specified on the Website, the price offer automatically expires and the person who placed it is not bound by it.

8. The Seller can offer through the Website a possibility to conduct transactions with the 'Buy Now' or 'Make Offer' options for Domain Names, for which the Service Provider is not providing the Service of Domain Name Maintenance Support. In this case, the Seller is obliged to perform the Inbound Domain Name Transfer immediately after the Buyer uses the 'Buy Now' option or the price is agreed on by the Buyer and the Seller, but no later than after 10 days. Performing the Domain Name Transfer is a necessary condition for conclusion of the agreement.
9. The Service Provider establishes a method to demonstrate for the Provider that the Seller has the right to sell the Domain Name mentioned in clause 8 above, as well as reserves the right to deny the possibility to conclude the transaction for a Domain Name for which the Seller does not demonstrate effectively the right to sell it, as well as charge additional remuneration for the possibility to conclude such agreement.

§ 5. DOMAIN NAME LEASE

1. The User may offer, via the Website, a Domain Name Lease to another User specifying: the monthly amount of the lease fee and the lease period.
2. The Lessor undertakes to enable the Lessee to use the Domain Name upon the receipt of the first monthly fee until the end of the lease period or termination of the Domain Name Lease as a result of failure to pay the fee. Upon the conclusion of the Domain Name Lease, the Lessor and the Lessee agree that the Service Provider may restrict the Domain Name management, including the right to dispose of it, during the Domain Name Lease period. In addition, upon the conclusion of the Domain Name Lease, the Lessee shall receive the exclusive right to use the Domain Name and shall be liable for indicating devices for the Domain Name Maintenance (Domain Name delegation).
3. During the Domain Name Lease, the Lessee shall be obliged to make payments for the Domain Name Lease on time, use the Domain Name in accordance with its intended use, laws and good custom.
4. The Lessor shall be entitled to terminate the Domain Name Lease with immediate effect if the Lessee uses the Domain Name in any manner inconsistent with its intended use, laws and good custom, or is more than 7 calendar days in arrears with a monthly fee for the lease. However, in the case of Lessees who are Consumers and who are in arrears with the payment of the fee, the Domain Name Lease may be terminated after the Lessor has requested the payment via the User Account. In this case, the Lessee shall not be entitled to a refund of the payments made.
5. During the Domain Name Lease period, the Lessee shall bear the cost of the extension of the Domain Name Registration Period. In this case, the fee for extension of the Domain Name Registration Period is paid 30 days prior to the expiration of the Domain Name.

§ 6. DOMAIN NAME DROP CATCHING

1. The User, via the Website, orders the Service Provider to Drop Catch the Domain Name or the Domain Name Option. The service is provided by the Service Provider on the terms set out below. The Service of Drop Catching of the Domain Name or the Domain Name Option is provided against payment in accordance with the Price List valid on the day of placing the order.
2. The order placed by the User, referred to in clause 1 above, may be withdrawn by the User no later than 15 minutes before the date of expiry of the Domain Name or the Domain Name Option covered by the order.
3. The Service Provider shall exercise due diligence to perform the order referred to in clause 1 above, however it does not guarantee that Drop Catching of the Domain Name or the Domain Name Option will take place in accordance with the User's request.
4. In the case of Drop Catching the Domain Name or the Domain Name Option, the User is obliged to pay for the domain. The Domain Name or the Domain Name Option is transferred within 7 days from the date of payment of the amount indicated in the first sentence.
5. In the event that only one User places an order for the Drop Catching of the Domain Name or the Domain Name Option, the amount to be paid is equal to the cost of drop catching indicated in the Price List.
6. In the event that more than one User places an order for the Drop Catching of the Domain Name or the Domain Name Option, the Service Provider shall make available the Auction of the drop caught Domain Name or Domain Name Option in which the Users who have placed an order for the Drop Catching are the Bidders, and in which the bidding starts from the amount equal to the cost of drop catching indicated in the Price List.
7. The Users who have not ordered the Drop Catching of the Domain Name or the Domain Name Option have to pay for participation in the Auction which is made available and which is referred to in clause 5 above in accordance with the Price List valid on the date of placing the order. The fee paid is not an advance payment towards fees associated with the drop caught Domain Name or Domain Name Option. The provision of clause 4 shall apply accordingly.
8. In the case of successful Domain Name Drop Catching, the change of the Subscriber of the Domain Name or the Domain Name Option to the User who/that has ordered the Service shall take place on the date specified by the Service Provider after completing all necessary formalities in this respect, whereas the Service Provider has no influence on the date of posting the data of such a User in the WHOIS database of the Domain Name Registry.

§ 7. ESCROW TRANSACTIONS

1. The Service Provider enables the Sale of the Domain Name or the Domain Name Option via the Website with the use of the Escrow Transaction. In order to use the Escrow Transaction, the Seller and the Buyer should first determine the conditions of the Sale of the Domain Name or the Option, in particular they should set the price.
2. Only the Seller, who puts the Domain Name or the Domain Name Option for sale via the Website in the Escrow Transaction, is entitled to initiate the Escrow Transaction on the Website.
3. After the initiation of a given Escrow Transaction, the Buyer receives a message with the details of the Transaction via the User Account.
4. Once the Escrow Transaction is launched on the Website by the Seller, it involves the following activities:
 - a. the Buyer pays the agreed price for the subject of the Escrow Transaction (Domain Name or Domain Name Option) to the Service Provider's bank account indicated on the Website;
 - b. the Seller receives, via the User Account, information about the payment made by the Buyer;
 - c. the Seller transfers the Domain Name or the Domain Name Option to the Buyer;
 - d. after transferring the Domain Name or the Domain Name Option, the Seller receives from the Service Provider cash for the price paid by the Buyer less the Service Provider's fee in the amount set out in the Price List valid at that date.
5. In each case, when the Escrow Transaction is made directly, not through the Domain Name marketplace run by the Service Provider, the Buyer, subject to the provisions of clause 4 above, first checks the terms of the Escrow Transaction and accepts the Transaction.
6. Until the payment of the price for the Domain Name or the Domain Name Option put up on the Website by the Seller in the Escrow Transaction, the Buyer or the Seller may resign from the Sale of the Domain Name or the Domain Name Option unless the Sale is made in the Auction, with the use of 'Buy Now' Option or by negotiations.

§ 8. PURCHASE OF DOMAIN NAME ON INSTALMENT PLAN

1. The User may offer another User the Purchase of the Domain Name on the instalment plan by specifying in advance the monthly instalment amount, the repayment period and the number of months for which the instalment should be paid.
2. In the case of the Purchase of the Domain Name on the instalment plan, the Buyer obtains a limited ability to manage the Domain Name (change name servers) after payment of the first instalment, and will get full control over the Domain Name once the Seller has received all instalments, i.e. once all the Seller's claims under the Purchase of the Domain Name on the instalment plan have been settled.

3. The Seller may specify the percentage mark-up, i.e. the additional amount that the Buyer must pay if he/she/it decides on the Purchase of the Domain Name on the instalment plan in place of the 'Buy Now' Option.
4. The Seller undertakes to provide the Domain Name for use by the Buyer upon the receipt of the first instalment until the end of the period of the Purchase of the Domain Name on the instalment plan or termination of the Purchase of the Domain Name on the instalment plan as a result of failure to make the payment. Upon the conclusion of the agreement on the Purchase of the Domain Name on the instalment plan, the Seller and the Buyer agree that during the Purchase of the Domain Name on the instalment plan, the Service Provider will limit the managing of the Domain Name, including the right to dispose of it.
5. During the Purchase of the Domain Name on the instalment plan, the Buyer shall be obliged to inform the Seller of all circumstances relevant to the performance of the agreement and the factual and legal status of the Domain Name, timely payments for the Purchase of the Domain Name on the instalment plan and use of the Domain Name in accordance with its intended use, laws and good custom, and the Terms of Provision of Domain Related Services.
6. The Seller shall be entitled to terminate the Purchase of the Domain Name on the instalment plan with immediate effect, if the Buyer uses the Domain Name in any manner inconsistent with its intended use, laws and good custom and other terms, including the terms of the relevant Domain Name Registry or is more than 7 calendar days in arrears with payment of a monthly instalment. However, in the case of the Buyer who is a Consumer and who is in arrears with the payment of the monthly instalment, the Purchase of the Domain Name may be terminated after the Seller has requested the Buyer to make the payment via the User Account. In this case, the Buyer shall not be entitled to a refund of the payments made.
6. During the Purchase of the Domain Name on the instalment plan, the Buyer shall bear the cost of the extension of the Domain Name Registration Period. In this case, the fee for extension of the Domain Name Registration Period is paid 30 days prior to the expiration of the Domain Name.

§ 9. DOMAIN NAME VALUATION

1. The Service Provider offers the Domain Name Valuation service via the Website which is based on estimates given by other Users.
2. The User may order the Domain Name Valuation via the Website, specifying the Domain Name and providing additional information about the Domain Name.
3. The estimate referred to in clause 1 above includes the amount at which the Domain Name is valued by a given User, and a possible comment to the estimate.

4. The final value of the Domain Name Valuation equals the median of the valuations received from all the Users who provided their opinion on the value of the given Domain Name within the period set on the Website.
5. The User may request the Domain Name Valuation for Domain Names owned by him/her/it and those which he/she/it is not a Subscriber of.
6. The Domain Name Valuation may be public or private. In the public Domain Name Valuation, the estimates are visible to all the Website Users, whereas in the private Domain Name Valuation the estimates provided are visible only to the User who ordered it.
7. If the User ordering the Domain Name Valuation is not the Subscriber of the Domain Name, the Valuation may only be private.
8. Only the User who/which has been correctly verified and approved by the Service Provider may take part in the Valuation.
9. The Service Provider does not verify the Domain Name Valuation performed by the Users and shall not be liable for the Domain Name Valuation and its effects.

§ 10. PERFORMANCE OF AGREEMENT AND CONSEQUENCES OF NON-PAYMENT FOR TRANSACTION

1. Within 7 calendar days from the conclusion of the agreement by way of Auction, 'Buy Now' Option, 'Make Offer' Option, Purchase on the instalment plan, Lease or Drop Catching, the Buyer shall be obliged to pay the offer amount in relation to the transaction to the Service Provider's account, unless the Seller sets a different payment deadline. After completion of the transaction and deduction of its remuneration in accordance with the Price List valid at that time, the Service Provider transfers the payment to the Seller's account.
2. The Seller is obliged to pay a commission to the Service Provider in accordance with the Price List, if it has not been previously deducted by the Service Provider, regardless of the reason for the deduction.
3. Before concluding the agreement for a Domain Name for which the Service Provider does not provide the Service of Domain Name Maintenance Support, the Seller is obliged to perform the Inbound Domain Name Transfer within 10 days after the agreement terms have been agreed on with the Buyer. The obligation to pay the remuneration for the Inbound Domain Name Transfer lies within the Seller.
4. After ineffective expiration of the deadlines set out in clause 1 or clause 3 above, the Agreement shall be terminated if it has been concluded, and the Service Provider may deprive the User, who has not fulfilled his/her/its obligation, of the right to use the Website by blocking the User Account, disabling all or some of the functions of the Website for the User, restricting access to some or all of the Website resources or Services offered on the Website, with immediate effect. In such a case, the Service Provider may charge a fee for restoring access to the Website or the Services.

5. The Service Provider reserves the right to permanently block the User on the Website or to refuse to register another User Account, if the User fails to pay the fee for restoring access to the Website or the Service.

§ 11. POSSIBILITY OF INTERMEDIATION IN TRANSACTIONS BY THE SERVICE PROVIDER

1. The Service Provider's intermediation in the Auction, Lease, 'Buy Now' Option, 'Make Offer' Option or Purchase on Instalments Plan takes place on the following terms and conditions:
 - a. By using the Services provided via the Website, the Seller agrees to the Service Provider's intermediation in the transaction.
 - b. First, the transaction comes into effect between the Seller or the Lessor and the Service Provider. Next, the Service Provider makes the transaction with the Buyer or the Lessee. The payment by the Buyer or the Lessee of the fee indicated in the Price List to the Service Provider's account is the prerequisite for a transaction between the Seller or the Lessor and the Service Provider.
 - c. Once the Buyer or the Lessee have made the payment and the agreement has been concluded, the Service Provider shall credit the Balance of the Seller or the Lessor with the amount due for the transaction less the Service Provider's fee.
2. Subject to the provisions of this section, the Service Provider shall in all cases act as an intermediary in the transfer of funds between the Users.
3. The Service Provider who acts only as an intermediary in the transactions covered by the Terms, shall not be liable for any consequences of actions or omissions of the Users who are the parties to these transactions.
4. If funds are due to the Seller, who is registered as an active VAT payer in accordance with Article 96(4) of the Goods and Services Tax Act dated 11 March 2004 (consolidated text of Dz.U. [Journal of Acts] of 2018, item 2174, as amended, hereinafter referred to as the "VAT Act"), on account of the transaction, in which the Service Provider registered as an active VAT payer acted as an intermediary, the Service Provider transfers the funds:
 - a. by a transfer to the Seller's bank account included as at the date of the transfer order in the list referred to in Article 96b(1) of the VAT Act – if the transaction value exceeds PLN 15,000 gross,
 - b. by crediting the Seller's account balance on the Website – if the transaction value is PLN 15,000 gross or less, unless the Seller requests that the funds be transferred in the manner indicated in point a. above.
5. If funds are due to the Lessor, who is registered as an active VAT payer in accordance with Article 96(4) of the VAT Act, on account of a transaction, in which the Service Provider registered as an active VAT payer acted as an intermediary, the Service Provider transfers the funds to the Lessor's bank account included as at the date of the transfer order in the list referred to in Article 96b(1) of the VAT Act.

6. In the case referred to in § 11(4)(b) of the Terms, before the Seller reads in an invoice to receive funds from the Service Provider, the Service Provider may request the Seller to make a minimum payment of PLN 1,00 (one) gross from the bank account included in the list referred to in Article 96b(1) of the VAT Act. The User agrees to a delay in the transfer of funds due to a failure to perform the verification described in the previous sentence. The Seller undertakes not to bring claims against the Service Provider on account of the delay in the transferring of the funds.
7. The Service Provider reserves the right to transfer the funds which are due to the Seller, referred to in § 11(4) of the Terms, to the bank account included as at the date of the transfer order in the list referred to in Article 96b(1) of the VAT Act, also if the value of the transaction does not exceed PLN 15,000 gross, when there are circumstances justifying the making of the transfer to the bank account in the list.
8. The provisions of § 11(4) to (7) of the Terms do not apply to Users registered on the Website as EU VAT users, as well as users who are not VAT registered.

§12. ADVERTISING ON DOMAIN MARKETPLACE

1. The Service Provider offers advertising services in the Domain Name marketplace run by the Service Provider on the Website in accordance with the rules set out in the Terms.
2. The Service Provider accepts an advertising order placed by the User via the Website. The order shall include, in particular, the place where the advertisement is to be placed, the type of the advertisement ordered, the number and duration of publishing, the location on the selected portal or in a newsletter, and all other terms and conditions of the ordered type of the advertisement.
3. The Service Provider confirms the acceptance of an advertising order via the Website by posting information about the acceptance of the order on the User Account, which is tantamount to concluding an agreement for placing an advertisement on the Website or in a different manner specified in the accepted order.
4. An advertising order may only refer to an advertisement that meets the following conditions:
 - a. it does not contain content that is contrary to the laws,
 - b. it does not violate the rights of third parties, in particular industrial property rights, author's economic and moral rights and related rights, as well as personal interest, it does not contain words generally considered offensive,
 - c. it does not contain content that does not comply with generally accepted principles of community life and good custom,
 - d. it does not contain content regarding entities running an activity that is competitive with the Service Provider's activity.
5. The User shall be solely liable for the content and form of the advertisements. In the case of third-party claims regarding, in particular, copyrights, trademark protection, violation of regulations on combating unfair competition, infringement of personal

interest or violation of other laws, the Service Provider will promptly forward the claims to the User as to the entity liable for the content and form of the advertisement, and the User will take over these claims and hold harmless the Service Provider against the liability in this respect, and if the Service Provider is obliged to pay compensation, redress or other performance to a third party in respect of the claim, the User will reimburse the Service Provider in full for the amount paid.

6. The Service Provider may refuse to place an advertisement on the Website or in the newsletter without giving a reason, without incurring any liability in this respect.
7. For the Auction, the Service Provider makes available the following types of advertisements on the Website and in the newsletter that may be covered by the advertisement order:
 - a. advertisement in the search results on the Website, which is covered by a one-off order for the entire duration of the Auction;
 - b. advertisement on the main page of the Website, which is displayed on days selected by the User and indicated in the advertisement order;
 - c. advertisement in the newsletter, which will appear in the newsletter sent to the subscribing Users on the days indicated in the advertisement order.
8. For the sale offer, the Service Provider makes available the following types of advertisements on the Website that may be covered by the advertisement order:
 - a. advertisement in the search results which is covered by a monthly billed order and automatically renewed until the User cancels the advertisement order on the Website;
 - b. advertisement on the home page, which is covered by a daily billed order, and automatically renewed after the end of the day for the next day, until the User cancels the advertisement order on the Website.
9. Each advertisement order placed with the Service Provider on a given calendar day by 11:59 pm is executed on that day and in each case, it is assumed that this is the first day of the execution of the advertisement order by the Service Provider.
10. The fee for the execution of advertisement orders, referred to in clauses 7 and 8 above, is paid by the User in accordance with the Terms in the amount indicated in the Price List valid on the date of order placement or the date of order renewal.

§ 13. FINAL PROVISIONS

1. The Service Provider shall not be liable for actions or omissions of other Users using the functionalities of the Website, as well as for the User's failure to comply with the Agreement or the Terms, illegal actions of the User, and in particular for the consequences of actions aimed at deliberately misleading the Bidders or the Buyers in connection with frauds concerning the frequency of Internet inquiries about the Domain Names or deliberately overstating or understating other data and parameters that translate into the value of and demand for a Domain Name.

2. The Service Provider shall not be liable for information made available on the Website, which is the result of actions of artificial intelligence algorithms implemented and applied to serve the User, and in particular for data and parameters that translate into the value of and demand for the Domain Name. The Service Provider shall not be liable for any legal and factual consequences of registration of the Domain Name indicated by the algorithm referred to in the preceding sentence and its use.
3. In the event of a material breach of the Terms by the User, including in particular a breach of § 3 clause 15, the Service Provider reserves the right to temporarily block all or part of the functionalities of the User Account, until remedy or cessation of the breaches that caused the blocking of the User Account. The User will be notified about the blocking of the User Account by e-mail sent to the address given during the Registration and about the deadline in which he/she/it is obliged to remedy or cease the breaches of the Terms. The User will be charged an additional fee for the restoration of the full functionality of the User Account after the blocking in accordance with the Price List.
4. In the event of violation of the prohibition referred to in § 3 clause 15 of the Terms, the Service Provider shall also be entitled to charge the User a fee resulting from the difference between the price of the Domain Name put on the Auction and the price obtained for the Domain Name as a result of actions contrary to this prohibition. The amount collected by the Service Provider is transferred to the User who will award the bid for the Domain Name on the Auction and who suffered damage as a result of the User's action referred to above, provided that the User who outbids in the Auction is not the Seller who participated in the transactions using another User Account.
5. The Service Provider reserves the right to call off the Auction or cancel the order for the Registration, transfer, Sale or Drop Catching of the Domain Name in the event of legal, technical or organizational circumstances which prevent such activities.
6. The Service Provider reserves the right to cancel the order for Services regarding the Domain Name or for Domain Name Drop Catching, in particular if the User fails to timely pay a fee for other services provided by the Service Provider.
7. The Auction may be cancelled and may be conducted again or extended in the event of a system error or other circumstances which prevent its proper course. The Users bidding in an auction will be notified about cancellation or extension of the duration of the Auction via an e-mail sent to the e-mail address given during the registration of the User Account. If the winner of the cancelled auction has paid for the Domain Name, the payment for the Domain Name will be returned to the User Account and the Domain Name will be removed from that Account.
8. The Service Provider reserves the right to amend the Terms or to publish new Terms in the following cases:
 - a. change of the law, including provisions regarding consumer protection,
 - b. change of the technical conditions of providing the Service,

- c. change of the terms and prices of services provided by third parties to the Service Provider, which are necessary to provide the Services,
 - d. change of the range of the Services provided,
 - e. organizational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
9. In the event of an amendment to the Terms, the Service Provider is obliged to inform the User about the amendments made at least fourteen days before the date of their entry into force by post or via e-mail sent to the address indicated during the Registration. The provisions of the new Terms shall bind the other Party if it does not submit an offer of early termination of the Agreement. The User who is a Consumer has the right to submit an offer of early termination of the Agreement within 14 days from the moment of notification by the Service Provider about the amendments to the Terms. In the case of a User who is not a Consumer, the period is 7 days. The offer should be made in writing; this requirement does not apply to the Consumers. In the case of effective submission of the offer, the Service Provider has the right to accept such an offer and reimburse fees in proportion to unused performance, and in the case of the Entrepreneurs, the Service Provider has the right to reject such an offer and further provide the Service on current terms until the end of the current Service Subscription Period. The Service Provider shall provide information concerning this matter to the User in writing, sending an e-mail to the address given during the Registration.
10. Amendments to the Terms resulting in cessation of the provision of the Services shall enter into force after the end of the Subscription Period.
11. The provisions of the Terms shall be applied taking into account strictly binding norms which regulate legal relations with the Consumers.
12. Subject to the provisions of the terms of the relevant Domain Name Registry, to all matters not settled in the Terms or the Agreement, the law in force in the Republic of Poland shall apply.
13. The contact details of the Service Provider are available at: <http://aftermarket.pl>.
14. The Terms shall enter into force on 1.01.2020.