

## TERMS OF SERVICE OF WEBSITE BUILDER

### § 1. DEFINITIONS

1. As used in these Terms of Service, 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 Registrar of Companies maintained by the Minister of Trade, Industry and Tourism under number HE 245422, which provides services covered by these Terms of Service.
  - b. **User** - a natural person, a legal person or an organisational unit with no legal personality but which is granted legal capacity under the law, who/which uses the Services provided by the Service Provider under the Agreement.
  - c. **Price List** - a list of fees and charges related to the use of the Services.
  - d. **User Account** - an element of the Website which is individual for each User, available after entering the Login and Password, in which the User's data is collected.
  - e. **Terms of Website Use** - the Terms of the aftermarket.pl website use, available at: <http://aftermarket.pl>
  - f. **Terms of Service** - these Terms of Service of Website Builder, available at: <http://aftermarket.pl>
  - g. **Website Builder Service** - a website builder service provided electronically by the Service Provider, whereby an application for creating and uploading websites is made available to the User.
  - h. **Period of the Website Builder Service** - the period for which the User bought the Website Builder Service.
  - i. **Website Builder Application** - a web application accessible to the User via a web browser after logging into the User Account, which enables the use of the Website Builder Service.
  - j. **Software** - a computer program within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, enabling the use of the Website Builder Application, made available to the User by the Service Provider as part of the Website Builder Service.
2. All capitalised terms not defined in clause 1 above have the meanings assigned to them in the Terms of Website Use. In case of any discrepancies between a definition of a term provided in the Terms of Service and a definition in the Terms of Website Use, the meanings provided in clause 1 above shall prevail.

### § 2. GENERAL PROVISIONS

1. These Terms of Service govern the provision of the Website Builder Service by the Service Provider.

2. The Website Builder Service is provided as part of the packages indicated in the Price List available on the Website.
3. To all matters not settled in these Terms of Service, the Terms of Website Use shall apply.

### **§ 3. RULES OF USING THE WEBSITE BUILDER SERVICE**

1. The type of the Website Builder Service package is selected upon placing the order by the User.
2. The prerequisite for using the Website Builder Service is:
  - a) acceptance of these Terms of Service,
  - b) acceptance of the Terms of Website Use and
  - c) payment for the Website Builder Service, unless otherwise stated in the Price List or promotion terms.
3. The Service Provider reserves the right to upgrade the Website Builder application to a newer version released by the manufacturer of the Website Builder application.
4. While using the Website Builder Service, the User may create, through the Website Builder Application, as many Websites as the User has paid for per the Price List and to upload them.
5. The size of a website created using the Website Builder Application depends on the disk space made available to the User by the Service Provider on the Service Provider's website.
6. While using the Website Builder Service, the User may modify, through the Website Builder Application, the Website created using the Website Builder Application. A website can be modified only to the extent permitted by the functionality of the Website Builder Application.
7. When using the Website Builder Service, the User is not authorised to copy a website created using the Website Builder Application, nor is the User authorised to publish it on the website of entities other than the Service Provider as part of hosting services provided by them to the User.
8. The Service Provider reserves the right to subcontract all or part of the services relating to the Website Builder Service to a third party or parties.

### **§ 4. LICENCE AND COPYRIGHT**

1. The Website Builder Software is made available to the User on the server provided by the Service Provider (on-line), on which the Software is installed, and the User is not entitled to download (permanently reproduce) the Software and install it on another server.
2. Under the Agreement, the Service Provider grants the User a paid, revocable, non-transferable, non-sublicensable and non-exclusive licence to use the Software for its intended purpose solely for the Period of the Website Builder Service. The above licence entitles the User to reproduce the temporary Software by displaying and using it to use the Website Builder. The licence fee is included in the fee for the Period of the Website Builder Service.
3. The Service Provider also grants a licence to use documentation related to the Software to the extent that it is necessary for the use of the Software. The licence covers the following forms of use:

- a. recording and reproducing documentation, production of copies of documentation using specified technology, including printing, reprography, magnetic recording and digital technology;
  - b. copying the documentation within systems and between networks.
4. All content and form in the Website Builder Application, including text, photographs, computer graphics, computer animations, templates, the library of ready-to-use texts and other elements that were not uploaded to the Website Builder Application by the User, are protected by the Service Provider's proprietary copyrights or the Service Provider holds the appropriate licences for their use. With respect to these elements, the Service Provider grants the User a paid, revocable, non-transferable, non-sublicensable and non-exclusive licence to use these elements for their intended purpose solely for the Period of the Website Builder Service. The above licence entitles the User to use the elements referred to in this paragraph only as part of the use of the Website Builder Service and by displaying them as part of maintaining the website created with the use of the Website Builder Service. The licence fee is included in the fee for the Period of the Website Builder Service.
5. The User shall not have the right to make the Software available to third parties against payment or free of charge.
6. The source code and database of the Website Builder are not available for viewing or editing by the User.
7. As the provider of the Website Builder Application and its maintenance, the Service Provider is responsible for the development of the application, and therefore may, without the User's consent, make any modifications to the functionality of the application (deleting, changing, extending individual functions).

## **§ 5. FINAL PROVISIONS**

1. The Service Provider reserves the right to amend the Terms of Service or to publish new Terms of Service in the following cases:
  - change of the law,
  - change of the technical conditions of providing the Service,
  - change of the terms and prices of services provided by third parties to the Service Provider, which are necessary to provide the Services,
  - change of the range of the Services provided,
  - organisational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
2. In the event of an amendment of the Terms of Service, the Service Provider is obliged to inform the User about the amendments made at least fourteen days before their entry into force by sending an e-mail to the address provided during the Registration. The provisions of the new Terms of Service shall bind the other Party if it does not submit a proposal of early termination of the Agreement. The User has the right to submit a proposal of early termination of the Agreement within 7 days from the moment of notification by the Service Provider about the amendments to the Terms of Service. The proposal should be made in writing. In the case of effective submission of the proposal, the Service Provider

has the right to accept such proposal and refund the fees in proportion to the unused services or to reject such proposal and continue to provide the service under the current terms until the end of the Period of the Website Builder Service paid for. 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.

3. The provisions of the Terms of Service shall be applied taking into account mandatory rules of law in force in the territory of the Republic of Poland.
4. Subject to the provisions of these Terms of Service, to all matters not settled in these Terms of Service, the Terms of Website Use or the Agreement, the laws of the Republic of Poland shall apply.
5. The contact details of the Service Provider are available at: <http://aftermarket.pl>
6. The Terms of Service shall enter into force on 1.02.2022.