

GENERAL TERMS OF SERVICE

§ 1. Definitions

1. As used in these Terms, the following terms shall have the following meanings:
 - a. **Service Provider or aftermarket.pl** - 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.
 - b. **User** - a natural person, a legal person or an organizational unit with no legal personality but which is granted legal capacity under the law, which uses the Services provided by the Service Provider under the Agreement.
 - c. **Services** - services provided to the Users by the Service Provider, based on the Agreement in accordance with its content, as well as the content of the Terms and detailed terms of particular Services.
 - d. **Agreement** - an agreement concluded between the Service Provider and the User for the provision of the Services offered by the Service Provider.
 - e. **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.
 - f. **Login** - a string of alphanumeric characters which is necessary to access the User Account and which is defined personally by the User during the Registration.
 - g. **Password** - a string of characters which is kept secret, used for authorization to gain access to the User Account and which is defined personally by the User.
 - h. **Price List** - a list of fees and charges related to the use of the Services.
 - i. **Consumer** - a natural person who uses the Service on the basis of the Agreement concluded with the Service Provider for purposes not directly related to his/her business or professional activity.
 - j. **Entrepreneur** - 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 concluded an Agreement for the Service with the Service Provider for purposes directly related to the business or professional activity, or statutory objectives.
 - k. **Terms** - these Terms available at: <http://aftermarket.pl>
 - l. **Registration** - taking all necessary actions to use the Users Account on the Website.
 - m. **Website** - the Internet website available at: <http://aftermarket.pl>.
2. If any of the above definitions has been assigned a different meaning in detailed terms of particular Service, the terms should be interpreted based on the definition provided therein.

§ 2. General Provisions and Registration

1. The User agrees to comply with all provisions of the Terms and the Agreement as well as all other standard agreements available at aftermarket.pl, the content of which he/she/it could get acquainted with.
2. To order and manage the Services provided by aftermarket.pl to the User, it is necessary for the User to create an account in the IT system made available by aftermarket.pl at: <http://aftermarket.pl> – the User Account. The User Account may be created by a person who has full capacity for legal acts, and in the case of natural persons, only by a person not less than 18 years of age.
3. The Registration is made by providing the User's data in the registration form available on the website at: <http://aftermarket.pl>. The scope of data necessary to complete the Registration is specified in the registration form. The User is obliged to provide in particular: first name and surname or name (business name), country and address of permanent or usual residence or registered office, e-mail, in the case of the Entrepreneurs also tax identification number, in particular for the purposes of issuing a VAT invoice for the Services provided by the Service Provider. A foreign Entrepreneur who has a European tax identification number is obliged to provide such a number along with its company data. Upon the Registration, the User also defines the Login and the Password necessary to use the User Account, and is obliged to accept the Terms.
4. If the User discloses to third parties the data used to authorize the User Account or operations on the User Account, in particular the Login or the Password, the User shall in any such case be fully liable for all consequences of such disclosure. If the User discloses the data necessary to log in to the User Account or does not use additional security measures for operations performed through the User Account and made available on the Website, the Service Provider shall not be liable for any damage resulting from such disclosure.
5. If the User loses the data or device used to authorize the User Account or operations on the User Account, the User shall in any such case be fully liable for all consequences of such loss. In case the User informs the Service Provider of the loss of data or device used for authorization, the Service Provider may, for ensuring the security of the User Account, temporarily block access to certain operations on the User Account.
6. The User declares that all data he/she/it provided during the Registration is accurate and complete. If it is found that the data provided by the User is not accurate or complete, aftermarket.pl shall be entitled to delete the User Account along with the Services ordered through it and terminate all Agreements concluded with the User concerning the Services ordered under the User Account. Before terminating the Agreements, aftermarket.pl will request the User to correct or supplement the data by sending a relevant request to the e-mail address provided during the Registration.
7. In the case of Users who are natural persons, aftermarket.pl shall have the right to request, at any time, to have a copy of a document confirming the identity of a given User provided in a manner chosen by aftermarket.pl. A copy of the document

confirming the identity should allow establishing the first name, surname, PESEL identification number or other identification number, series and number of the document confirming the identity and address of usual or permanent residence. Before providing the copies of the documents referred to in the preceding sentence, the User shall be obliged to remove any other data that is not subject to the verification, i.e. other than data provided at the Registration. In the case of providing a copy of the document without first deleting unnecessary data, the User declares that he/she/it consents to the processing of data that he/she/it made available to aftermarket.pl. In the case of Users who are the Entrepreneurs or legal entities or organizational units with no legal personalities but which are granted legal capacity under the law, aftermarket.pl shall have the right to request copies of documents confirming conducting business activity or other documents confirming the legal status of the User. The request to have copies of documents referred to in this clause delivered, shall be sent to the e-mail address provided by the User, who is obliged to provide copies of the documents within 14 days from the date of sending the request, otherwise the sanction indicated in clause 5 above shall be applied.

8. In order to use all functionalities of the Website after sending the registration form, the User may transfer PLN 1 (one złoty) gross for the purpose of identity verification from the individual bank account provided by him/her/it, in accordance with individual instructions given during the confirmation of identity. If it is revealed that the transfer was not made from the User's bank account, the use of the User Account may be blocked.
9. The Parties are obliged to immediately inform each other about any changes to the contact details within 14 days from the date on which the change occurred, however the User is obliged to inform aftermarket.pl about the changes by changing the data himself/herself/itself in the personal User Account, subject to §3 clause 3, 2nd sentence of the Terms.
10. Each User accepting the Terms, declares that he/she/it has been informed about the purpose, scope of data collection and processing by aftermarket.pl, the right to inspect the data and rectify it, the right to request discontinuation of data processing and to object to the processing of data.
11. Before concluding the Agreement, aftermarket.pl provides the User with the Terms and all standard agreements in force in respect of the Service selected by the User and a summary of the terms of the Service order. The summary shall include in particular the parameters of the selected Service, the duration of the Agreement and the fee.
12. The Agreement is concluded upon confirmation by aftermarket.pl of acceptance of an order for the Service selected by the User. The confirmation referred to in the preceding sentence shall have a form of a message posted on the User Account, containing the elements of the Agreement selected by the User or related to the given Service.
13. The Service Provider is entitled to refuse to conclude the Agreement with the User in the following cases:

- a. the Service Provider previously terminated any Agreement with the User for reasons attributable to the User,
 - b. the Service Provider found out that the User, either in person, jointly with other persons or through other entities, had used the Services for illegal purposes or for purposes that infringe rights or interest of third parties or in a way that prevents or disrupts the use of the Services by third parties,
 - c. the User provides incorrect or incomplete data during the Registration and does not supplement or correct the data despite the request of aftermarket.pl referred to in clause 5 above,
 - d. verification of the User's identity in accordance with clause 7 above is unsuccessful.
14. The Services ordered by the User will be provided after the conclusion of the Agreement and payment of the fee for the given Service in accordance with the Price List.
15. MICHAU ENTERPRISES LIMITED, referred to in § 1 clause 1 letter a) of the Terms or entities cooperating with MICHAU ENTERPRISES LIMITED, including aftermarket.pl s.c. with its registered office in Łódź at ul. Sienkiewicza 59 (postal code: 90-009), is the User's Service Provider. The Terms and detailed terms dedicated to particular Services offered by the Website apply if the Services are provided by MICHAU ENTERPRISES LIMITED, as well as if the Services are provided by the cooperating entities specified in the 1st sentence.
16. The User is fully liable for any irregularities in the functioning of the Service, resulting from his/her/its culpable act or omission, including incorrect use of the functionality of a given Service or integration with an external software selected by the User. Removal of the irregularities in the functioning of a given Service resulting from the indicated circumstances is charged to the User.
17. The funds paid by the User and available through his/her/its User Account are the exclusive property of the User, and the Service Provider does not use these funds for its own needs. The Service Provider is not obliged to examine the origin of the funds paid in.
18. The User will not receive any interest or profits on the funds held on the User Account.
19. The User is not obliged to ensure permanent availability of funds on the User Account, but if he/she/it uses the Services, the User is obliged to have sufficient funds on the User Account to cover fees and charges as specified in the Price List.
20. Payments of funds from the User Account ordered by the User are made by the Service Provider within no less than 5 business days following the day of making the order.

§ 3. Fees

1. The amount of fees for the Service offered by aftermarket.pl is determined each time in accordance with the Service Price List available on the website at: aftermarket.pl, valid at the time of ordering the Service, unless the Terms or detailed terms of the ordered Service provide otherwise.

2. Aftermarket.pl reserves the right to change the fees for the Services offered, however, the change of the fee during the term of the Agreement for a given Service does not affect the amount of the fee for the Service, which was determined on the day of placing the order. Each renewal of the Service, made also during its duration, is tantamount to the conclusion of another Agreement and the application of fees resulting from the Price List valid as at the date of the Service renewal.
3. The User agrees to receive invoices electronically via e-mail sent to the address provided during the Registration. The User is obliged to verify the data necessary for the Service Provider to issue a VAT invoice for the Services provided before the last day of each month in which it performed operations on the Website covered by the VAT invoice. In the event of failure to comply with the obligation referred to in the preceding sentence, the User shall bear the full cost of adjusting the VAT invoice issued by the Service Provider, including the costs of accounting services.
4. The fees are paid on a one-off basis and are indivisible. Each fee is settled in the subscription periods, unless the Service offer or its terms provide for otherwise.
5. The User is obliged to pay the due fee in the manner and on the date indicated by aftermarket.pl in the order confirmation.
6. All costs related to the fee, including in particular bank charges for the transaction, fees for electronic payments, fees for currency exchange specified in the Price List are covered by the User.
7. The payment is made when the Service Provider's bank account is credited with the full amount of the due fee or when such payment is recorded in the registration system.
8. If the User does not pay the fee within the time specified in the summary of the order conditions and order confirmation, the Agreement shall be terminated on the day which was the deadline for the payment.
9. Termination of the Agreement by the Service Provider for reasons attributable to the User is not a basis for return of payments already made for the period in which the Agreement is no longer performed due to its termination. However, this does not apply to the Consumer who is entitled to demand return of fees paid in proportion to the time of the actual provision of the Service.
10. With the consent of the Service Provider, the User can pay fees in a different currency than resulting from the Service Price List or the agreement. In such case the Service Provider will charge a fee for currency conversion of the funds received from the User, and reserves the right to round off the amount after currency conversion to two decimal place.

§ 4. Liability

1. Aftermarket.pl is liable for non-performance or improper performance of the Service in accordance with applicable laws, unless non-performance or improper performance of the Service resulted from a force majeure event or occurred for reasons attributable to the User, in particular due to the User's failure to observe the Agreement, the Terms or terms of the given Service, as well as due to the User's illegal activity.

2. Subject to the mandatory provisions of Polish law, the Terms, terms of a given Service or Agreement, the Service Provider's liability for the Service provided to the User is limited to the amount of the loss and together with the liability for contractual penalties will not exceed the amount paid by the User for the performance of the given Service during the last 12 months before the occurrence of the loss, and if the Service was provided for a shorter period, for the actual period of providing the Service. The amount of the Service Provider's liability for the loss together with the liability for contractual penalties shall not exceed the amount of a one-off fee, if a one-off fee is payable for the Service. The limitation of liability described in this clause shall not apply to the Consumer.
3. The Service Provider is obliged to provide the Services with due diligence, however, subject to the provisions of the Terms or terms of other services, the Service Provider shall in no event be liable for:
 - a. permanent or temporary inability to provide the Service and for failure to provide or improper provision of the Service due to force majeure or other circumstances for which, in accordance with the generally applicable provisions of Polish law, it bears no liability,
 - b. benefits lost by the User, which does not apply to the Consumer,
 - c. permanent or temporary inability to provide the Service and for improper provision of the Service due to reasons attributable to third parties by means of which the Service is provided,
 - d. consequences of improper use of the Service provided,
 - e. consequences of the User's breach of the provisions of the Agreement or of the Terms or terms of other Services,
 - f. consequences of the User's provision of any content to third parties when using the Service,
 - g. consequences of using the User's Login and Password by third parties, if they acquired such information as a result of its disclosure by the User or due to its insufficient protection against access by such persons,
 - h. consequences of a failure to deliver a message sent by e-mail or text to the User due to actions or omissions on the part of the User, or e-mail or telecommunications service provider,
 - i. loss sustained by or profits lost by the User in connection with access to the User Account blocked by the Service Provider on terms and in the manner specified in the Terms.

§ 5. Responsibilities of Service Provider and User and Restrictions

1. The Service Provider is obliged to provide the Services with due diligence and with respect for the provisions of the Terms, the Agreement and the provisions of generally applicable law.
2. The User is obliged to act in accordance with the provisions of the Terms and other terms of the Services provided by the Service Provider, the Agreement, and with respect for the provisions of generally applicable law, in particular the User is obliged to pay for the ordered Services on time.

3. The User assures that his/her/its use of the Services does not and will not violate the law or the rights of third parties, including copyrights, industrial property rights, business secret. If a third party lodges a claim against the Service Provider in connection with the above-mentioned violations, the User shall be obliged to cover the damage suffered by the Service Provider or necessary and objectively justified costs incurred in connection with defending its interest.
4. The User assures that the materials and any other content sent by him/her/it with the use of the Services will not contain any malicious software that may cause disruption or a threat of disruption to the functioning of the Services or the Service Provider's infrastructure, or affect the use of the Services by other Users.
5. Subject to informing third parties about the use of Services of the Service Provider, the User is not entitled, without prior written consent of the Service Provider, to use the name aftermarket.pl, as well as other names and designations identifying the Service Provider or the Service.

§ 6. Term of Agreement

1. The Agreement is concluded for the period indicated by the User in the order and provided in the summary of the conditions of the order for the Service and in the confirmation of the order acceptance, which is posted on the User Account.
2. Each Party may terminate the Agreement with effect at the end of the calendar month in which the termination was notified by 30 days' notice. The date of notice of termination shall be the date on which the notice is received by the Service Provider. During the notice period, the Services are provided on the terms of the Agreement until the date of its termination. The right to terminate the Agreement may be changed pursuant to terms of provision of a specific Service or terms of promotion, which the User accepted.
3. The right to terminate the Agreement by the Service Provider referred to in clause 2 above in relation to the Consumers shall be limited to the occurrence of a valid reason for termination, i.e. should even one of the following reasons for termination arise:
 - a. The User did not pay the fees for providing the Service in accordance with the Terms and the Price Lists, despite the Service Provider's prior request for payment within a specified period,
 - b. the provision of the Service to the Consumer has become impossible due to objective reasons, in particular if the Service Provider discontinues or suspends its business activity in whole or in part necessary for the performance of the Agreement,
 - c. a petition in bankruptcy was filed against the Service Provider.
4. In the event of a material breach by either Party of the Terms or the Agreement, the other Party should request the Party in breach to refrain from the breach within a prescribed period of at least 7 days, and in case of ineffective expiration of that period, the non-breaching Party may terminate the Agreement with immediate effect without the right to have the provided considerations returned. Provisions of § 3 clause 9 of the Terms shall apply accordingly.

5. Without prejudice to the remaining provisions of the Terms, the Service Provider shall be entitled to terminate the Agreement with immediate effect, after requesting the User to refrain from the breach in accordance with clause 4 above, in the following situations:
 - a. the User's data was provided during the Registration in violation of the Terms, in particular if it turns out to be false after the conclusion of the Agreement,
 - b. the Services ordered by the User are used contrary to their intended use or for illegal purposes or for purposes that infringe rights or interest of third parties or of the Service Provider.
6. The Agreement expires as a result of its termination and as a result of:
 - a. death of the User or loss of the Entrepreneur's legal existence;
 - b. expiry of the period for which it was concluded.
7. The User may stop using the Website at any time and delete his/her/its individual User Account free of charge. If an Agreement for any Service related to the User Account is in force, the User Account may be deleted after the termination of such an Agreement.
8. In the event of a material breach of the Terms or the Agreement by the User, 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 indicated during the Registration and about the deadline in which he/she/it is obliged to remedy or cease the breaches of the Terms or the Agreement. 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.
9. If the User has more than one User Account, aftermarket.pl reserves the right to apply the same sanctions and restrictions indicated in the Terms or detailed terms in relation to all or some of the User Accounts.

§ 7. Complaint Handling Procedure

1. In case of non-performance or improper performance of the Service, the User may file a complaint in writing, which should be delivered via a postal service provider to the address of the Service Provider or via e-mail sent to the contact e-mail address.
2. The complaint referred to in clause 1 above should meet the requirements indicated below, otherwise the User will be requested to supplement the filed complaint. Each complaint should contain:
 - a. the User data enabling his/her/its identification,
 - b. indication of the Service the complaint relates to,
 - c. the User's objections that are the subject of the complaint,
 - d. circumstances justifying the objections raised,
 - e. the User's requests related to the situation presented by him/her/it,

- f. a document confirming the authorization, if the complaint is filed by an authorized person.
3. The Service Provider shall investigate a complaint filed in writing in accordance with the requirements set out in clause 2 above within 14 days of its delivery. The Service Provider shall inform the User or a person authorized by the User about its decision, which should include justification of its position, via e-mail sent to the e-mail address given during the Registration. The period for supplementing the complaint shall not be included in the time limit for its investigation.
4. A condition for lodging claims against aftermarket.pl by the Entrepreneur is the exhaustion of the complaint procedure by the User. The Entrepreneur is entitled to file a complaint to the Service Provider within 1 month from the date of the occurrence of the event that the complaint relates to. Complaints filed after the deadline referred to in the preceding sentence will not be investigated and will not cause the exhaustion of the complaint procedure.

§ 8. Maintenance Breaks

1. The Service Provider undertakes to make every effort to ensure proper and uninterrupted functioning of the Website and the Services. However, due to the complexity of the Services, as well as external factors beyond the control of the Service Provider, errors and technical failures may occur preventing or limiting the functioning of the Website or the Services in any way. In such a case, the Service Provider will take all possible and reasonable actions to limit, as much as possible, the negative effects of such events.
2. Apart from breaks caused by errors and technical failures, other maintenance breaks may occur during which the Service Provider undertakes activities aimed at the development of the Services and their protection against errors and technical failures.
3. The Service Provider is obliged to plan maintenance breaks in such a way as to make them least uncomfortable for the Customers, in particular to schedule them for night hours and only for the period of time needed for performance of the necessary actions by the Service Provider.
4. The Service Provider undertakes to inform about planned maintenance breaks and other limitations in using the Services at least 24 hours in advance.
5. The Service Provider shall not be liable towards the User for damage and failure to fulfil obligations as a result of maintenance breaks and failures referred to in this section of the Terms. The Service Provider's liability towards the Users for errors and technical failures is excluded. The liability towards the Consumers for the consequences of errors and technical failures shall be limited to a culpable act or omission by the Service Provider, and its amount is determined by the provisions of the Terms.

§ 9. Privacy and Protection of Personal Data

1. Aftermarket.pl is the controller of the Users' personal data within the meaning of the provisions regulating the protection of personal data. Personal data of the Users

- related to the Services provided are processed by aftermarket.pl or by entities authorized by it.
2. The Users' personal data is processed in order to conclude the Agreement, for purposes related to the provision of the Services or for purposes related to securing the performance of the Agreement, including pursuing claims under the Agreement. To the extent specified in laws, personal data may be transferred and made available to authorized persons, authorities or courts.
 3. The Users' personal data is processed for the duration of the Agreement. After this period, it is processed based on a legitimate interest of the controller, in particular for the purpose of defence against claims.
 4. The Service Provider shall guarantee the persons whose personal data it processes the enforcement of rights resulting from the laws, including the right to access to and rectification, modification, erasure or transfer of personal data, as well as the right to request restriction of personal data processing and to object to such processing in accordance with the relevant regulations. Each person whose data is processed also has the right to lodge a complaint with the President of the Office for the Protection of Personal Data.
 5. Providing personal data by the User is voluntary, unless the data is necessary for the provision of a given Service; in such a case, failure to do so will be tantamount to a declaration of termination of the Agreement for the provision of a given Service. All Website Users are guaranteed the right of choice related to the scope of providing their personal data to aftermarket.pl.
 6. Before processing personal data, aftermarket.pl and the entities referred to in clause 1 above will take measures to protect the Users' personal data in the manner referred to in the provisions of the law on the protection of personal data in force in the territory of the Republic of Poland.

§ 10. Newsletter

1. The Service Provider, as part of the Service it provides, sends a message to the e-mail address given by the User on the Website with information such as commercial information on the services and promotions offered by it and the cooperating entities, and other commercial information regarding activities of aftermarket.pl (hereinafter the "Newsletter").
2. The usage of the service is free of charge and requires a device with access to the Internet and an e-mail box with an address assigned to it.
3. Each Newsletter contains the following information:
 - a. information about the Service Provider,
 - b. the actual content of the Newsletter,
 - c. information about the possibility and method of unsubscribing from the Newsletter.
4. The Newsletter is prepared and sent by the Service Provider with variable frequency depending on the volume of materials collected in a given period.
5. The Newsletter can be subscribed after registration involving the following subsequent steps:

- a. giving the name, place of residence and e-mail address of the User in the form posted on the Website during the Registration,
 - b. giving consent to receiving the Newsletter sent to the e-mail address indicated in point (a) above in accordance with the Terms, unless sending the Newsletter constitutes a legitimate interest of the Service Provider,
 - c. confirmation of correctness of the e-mail address provided by the Client, referred to in point (a) above, by clicking on the link sent to the e-mail address.
6. Provisions of § 7-9 of the Terms shall apply *mutatis mutandis* to the Newsletter.

§ 11. Other Provisions

7. The provisions of the Terms are general provisions, and all matters settled in it may be regulated differently by specific provisions of terms of a given Service or terms of promotion. In case of any discrepancies between the content of the Terms and detailed terms, the provisions of detailed terms regarding a given Service shall prevail.
8. Aftermarket.pl 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 addresses 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 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 billing periods.

11. The provisions of the Terms shall be applied taking into account strictly binding norms which regulate legal relations with the Consumers.
12. To all matters not settled in the Terms, terms concerning Services or the Agreement, the law in force in the Republic of Poland shall apply.
13. The contact details of the Service Provider are available in the Contact tab at: <http://aftermarket.pl>.
14. The Terms shall enter into force on 30.03.2019.