

## TERMS OF SERVICE OF ONLINE STORE

### § 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 and who/which is an Entrepreneur.
  - c. **Store Administrator** - a User who has concluded an Agreement for the provision of Online Store Services.
  - d. **Price List** - a list of fees and charges related to the use of the Services.
  - e. **Entrepreneur** - 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 concluded an Agreement for the Service with the Service Provider for purposes directly related to the business or professional activity, or statutory objectives.
  - f. **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.
  - g. **Terms of Website Use** - the Terms of the aftermarket.pl website use, available at: <http://aftermarket.pl>
  - h. **Terms of Service** - these Terms of provision of services related to Online Store available at: <http://aftermarket.pl>
  - i. **Online Store Service** - a service rendered by the Service Provider by electronic means whereby the Store Administrator, who uses this service, is granted a licence to use applications made available to him/her/it via the Administrator Panel, which enable operation and management of the Online Store.
  - j. **Online Store** - a website where the Store Administrator sells the services or goods offered by him/her/it to the customers.
  - k. **Period of the Online Store Service** - the period for which the User bought the Online Store Service.
  - l. **Administration Panel** - a web application available to the Store Administrator via a web browser after logging into the User Account, allowing the management of the Online Store.
  - m. **Software** - a computer program within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, used to operate an Online Store, made available

to the Store Administrator by the Service Provider as part of the Online Store 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 Online Store 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 ONLINE STORE SERVICE**

1. The prerequisite for using the Online Store Service is:
  - a. being an Entrepreneur within the meaning of the Terms of Website Use, i.e. ordering the Online Store Service and using the Online Store Service in connection with a business or professional activity conducted in one's own name,
  - b. acceptance of these Terms of Service,
  - c. acceptance of the Terms of Website Use and
  - d. payment for the Online Store Service.
2. By placing an order for the Online Store Service and accepting these Terms of Service, the Store Administrator consents to receiving technical and educational information in the Administration Panel, strictly related to the Online Store Service, to learn about the functions of the Online Store Service, developing the Online Store Service, as well as extending the functions of the Online Store Service, including in particular:
  - i. surveys, including those used to collect statistical data, and
  - ii. educational information (webinar information, tutorials, guides, videos), and
  - iii. information about the option to extend the functions of the Online Store Service by using the so-called add-ons offered by the Service Provider or by the Service Provider's partners.
3. The web address [http://\(nazwa-uslugi\).sklepwpolminuty.pl/](http://(nazwa-uslugi).sklepwpolminuty.pl/) is an integral part of the Online Store Service, and it always directs to the website of a given Online Store. The Store Administrator may also use a different web address to operate the Online Store.
4. An integral element of the Online Store's layout is a non-removable footer containing information that identifies the Online Store Service and the Service Provider and links to websites selected by the Service Provider. The Store Administrator is obliged not to undertake any actions to remove or hide the footer referred to in the first sentence. By placing an order for the Online Store Service, the Store Administrator agrees to have the footer referred to in the first sentence inserted as an integral part of the Online Store layout.

5. Persons appointed by the Service Provider are authorised to access the Administration Panel to provide technical assistance based on a password and login provided for this purpose by the Store Administrator. By placing an order for the Online Store Service, the Store Administrator agrees to the above-mentioned actions.
6. The Service Provider shall not be liable for the faulty operation or non-operation of the Online Store Service and the resulting damage if they are caused by the Store Administrator's use of external applications not implemented in the Online Store by the Service Provider (e.g. applications developed by the Store Administrator, applications downloaded by the Store Administrator from third parties).
7. The Service Provider reserves the right to subcontract all or part of the services relating to the Online Store Service to a third party or parties.

#### **§ 4. LICENCE AND COPYRIGHT**

1. The Online Store Software is made available to the Store Administrator on the server provided by the Service Provider (on-line), on which the Software is installed, and the Store Administrator is not entitled to download (permanently reproduce) the Software and install it on another server.
2. Under the Agreement, the Service Provider grants the Store Administrator 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 Online Store Service. The above licence entitles the Store Administrator to reproduce the temporary Software by displaying and using it to operate the Online Store. The licence fee is included in the fee for the Period of the Online Store 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. The Store Administrator shall not have the right to make the Software available to third parties, against payment or free of charge, with the exception of making it available to his/her/its customers to the extent necessary for the use of the Store Administrator's Online Store by the customers.
5. The source code and database of the Online Store are not available for viewing or editing by the Store Administrator.
6. As the provider of the application which enables the creation, operation and management of the Online Store, the Service Provider is responsible for the development of the application, and therefore may, without the Store Administrator's consent, make any modifications to the functionality of the application (deleting, changing, extending individual functions).
7. To improve the quality of the Store Service and to adjust its functionality to the needs of the Store Administrator, the Service Provider is entitled to implement its own or purchased tools (software/applications) in the Online Store to collect statistical data

related to the Online Store Service (the number of third parties buying goods and services in the Online Store, turnover, type of services and goods offered, objects of the company, etc.) without the processing of personal data of third parties purchasing goods and services in the Online Store. By placing an order for the Online Store Service, the Store Administrator agrees to the actions referred to in the first sentence.

### **§ 3. RESIGNATION FROM THE ONLINE STORE SERVICE**

The Administrator may resign from the Online Store Service at any time by closing the Online Store in the Administration Panel. Resignation referred to in the preceding sentence shall not give rise to any obligations on the part of the Service Provider, in particular the obligation to refund the fee already paid for a given period of the Online Store Service.

### **§ 6. 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 Store Administrator 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 Store Administrator 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 Online Store Service paid for. The Service Provider shall provide information concerning this matter to the Store Administrator 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 r.