

TERMS OF USE OF REFERICON.PL WEBSITE AND APPLICATION

Thank you for visiting our app's website and the Internet service available at the address <http://refericon.com>.

The Refericon application is a referral marketing application designed for Internet marketers and their online shops. Referral marketing is an organised form of promoting products or services through the customers, among their friends in an informal way. The application allows online shop customers to recommend it in an easy and intuitive way.

The application and website are protected by copyright, intellectual property rights and other provisions of generally applicable law. The application is licensed, not sold. Copyrights and intellectual property rights to the application and website as a whole and their individual elements, including content, graphics, works, designs and characters available within its framework belong to the service provider or other authorized third parties.

The form of these regulations assumes setting general rules and conditions for using the application and the Internet service. These conditions, if the recipient decides to use the application, regulate in particular, the rules for using the application and the website, including issues about our own liability.

**We invite to read the terms of use,
Refericon.com team**

1. ABOUT US

The owner of the Application and the Website is REFERICON LIMITED LIABILITY COMPANY with headquarters in Poznań (address of the office and address for delivery: ul. Stanisława Staszica 26/2, 60-60-524 Poznań); entered into the Register of Entrepreneurs of the National Court Register under the number of the National Court Register 0000668107; registration court in which the company's documentation is stored: District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register; share capital in amount: PLN 100,000.00; Tax Identification Number: 7831755621; REGON: 366778428; e-mail address: pawel@refericon.pl.

2. Definitions

1. The definitions used in these Regulations mean:

a. **APPLICATION, REFERICON APPLICATION** - an application for referral marketing consisting of a computer program (application created in JavaScript technology) and

Electronic Account Service and the functionalities which allow to manage it. The application may also include other non-computer program elements as defined in the Copyright Act, but constituting its integral part. Detailed description of the requirements, functionality and services available under the Application is indicated in Documentation and on the Website.

b. **PRICE LIST** - pricing of using the Application available on the Website.

c. **DOCUMENTATION** - a functional description of the functionality, operation and elements of the Website and Application available on the Website.

d. **CIVIL CODE** - Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93 with d.).

e. **ACCOUNT, ACCOUNT OF A SERVICE USER** - Electronic Service, an electronic account on the Website enabling the User to access the Application and its functionality, including using it in the field and in accordance with the Documentation and managing it. The electronic account is part of the Website and is marked with an individual e-mail address (email address) and a password collection of resources and functionalities available in the ICT system of the Service Provider, in which data collected by the Customer and information about his activities on the Website and Application using their functionality are collected. Detailed description of the functionality, capabilities and rules of operation and services are available under the Account indicated in the Documentation.

f. **NEWSLETTER** - Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all Users of the Service to automatically receive cyclical content of subsequent editions of the newsletter containing information about new products in the Application and Website from the Service Provider.

g. **COPYRIGHT** - Act on Copyright and Related Rights of February 4, 1994. (Journal of Laws No. 24, item 83, as amended)

h. **REGULATIONS** - present regulations regarding the use of the Application and the Website

i. **INTERNET SERVICE, SERVICE, REFERICON** - the Service Provider's website available at the Internet address <http://Refericon.com>, and its subdomains.

j. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Customer via the Website in accordance with the Regulations.

k. **SERVICE USER** - (1) a natural person for whom the use of the Application and the Website is directly related to its business or professional activity (not being a consumer in this case); (2) legal person; or (3) an organizational unit without legal personality, which the law grants to legal capacity; - using or intending to use the Application or the Website, including Electronic Services

l. **SERVICE PROVIDER - REFERICON LIMITED LIABILITY COMPANY** with its registered office in Poznań (address of the registered office and address for delivery: Stanisława Staszica 26/2, 60-60-524 Poznan); entered into the Register of Entrepreneurs of the National Court Register under the number of National Court Register 0000668107;

registry court in which the company's documentation is kept: District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register; share capital in the amount of PLN 100,000.00; Tax Identification Number: 7831755621; REGON: 366778428; e-mail address: pawel@refericon.pl.

3. GENERAL CONDITIONS FOR USING THE APPLICATION AND THE WEBSITE

1. The Customer is obliged to use Refericon and the Application in a manner consistent with their intended use, with the Documentation, with these Regulations and in a manner consistent with the law and morality, bearing in mind the respect of personal rights, personal data and copyrights and intellectual property of the Service Provider, other Customers and third parties. The customer is in force prohibition of providing unlawful content.
2. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) any multimedia device with Internet access that can handle HTML5, CSS3, JavaScript and SSL encrypted connections; (2) access to electronic mail; (3) any web browser that can handle HTML5, CSS3, JavaScript and SSL encrypted connections; (4) recommended screen resolution: 1366x768; (5) enabling cookies and Javascript support in the web browser.

4. ELECTRONIC SERVICES AVAILABLE ON THE SERVICE

3. Only the Service Recipient may use the Website on the terms specified in the Regulations.

4. The Service User may use the following Services on the Website electronic:

- An account
- Newsletter.

5. In addition to Electronic Services, the Service, through its functionality, Account in particular, allows to access and manage the Application.

6. A detailed description of the Electronic Services and the Application and the rules of their operation is available in the Terms of Use and Documentation on the Website.

5. TERMS OF USING THE ACCOUNT

7. Only the Service Recipient may use the Account.

8. It is possible to start using the Account after completing two consecutive steps by the Customer - (1) completing the registration form and (2) clicking the action field. In the registration form, it is necessary to provide the following data by the Service Recipient: name of the Service Recipient, e-mail address and password.

9. Using the Account and its individual functionalities, including the use of the Application

may require or allow providing additional data by the Service Recipient - each time information on the scope of required data is provided on the Website.

10. A detailed description of the functionality and services available under the Account and the rules of their operation is indicated in the Documentation.

11. The User is obliged to update their data provided within the Account in the event of their change.

12. The Service Recipient has the possibility at any time and without giving a reason to resign from the Account by sending a relevant request to the Service Provider via the contact form, e-mail to the following address: pawel@refericon.pl or in writing to the following address: ul. Stanisława Staszica 26/2, 60-60-524 Poznań. Deleting the Account prevents the Customer from continuing to use its functionality, including the Application.

13. The Service Provider reserves the right to suspend the Customer's Account in the event that the Service Recipient, despite providing the Service Provider with a reason, continues to violate these Regulations. Account suspension may take place for a definite time indicated by the Service Provider or unspecified. During the suspension of the Account it is not possible to use the Account's functionality, including the Application. During the suspension of the Account, the Customer is obliged to take actions, if possible, to remedy the reasons for its suspension, and after removing them, he is obliged to immediately inform the Service Provider or undertake to continue not to breach the Regulations. The Service Provider shall delete the suspension of the Account after the reason for its suspension or receipt of the Customer's obligation regarding its further non-infringement ceases to exist.

14. The Service Provider in the event of suspension of the Account lasting more than 30 calendar days and failure to terminate the reasons for suspending or re-suspending the Account of the same Customer has the right to terminate the Customer's use of the Electronic Service with 7 days notice.

6. ACCESS TO THE APPLICATION

15. Only the Service Recipient may use the Account.

16. Using the Application is possible after creating an Account on the Website in accordance with the Regulations. After creating the Account, the Customer receives access to the Application and has the opportunity to start using it in accordance with the Documentation, in particular by selecting and creating marketing campaigns, placing the generated Application code for a given campaign in his online shop, and then managing the Application and tracking statistics.

17. A detailed description of the functionality and services available within the Application and the rules for their operation is indicated in the Documentation.

18. The terms of payment for the use of the Application and available functionalities in its various variants are included in the principles indicated in the Price List. The Service Provider and the Service Recipient may jointly determine individual terms of payment for

using the Application - in this case they replace the relevant provisions of the Regulations.

19. In the case of a payable version of the Application, the fee is more preferably charged in the subscription model, i.e. the Customer is obliged to make a payment in advance for the chosen option of the Application, and in the case of extending the paid option, the payment should be made before the end of the current paid option. Failure to make a payment makes it impossible for the Customer to use or, in the event of an extension, to continue to use the paid Options of the Application. In the case of the lapse of the period of a paid subscription, the Customer has only the option of logging into his Customer Account - other functionalities are suspended (they are inactive) until payment of the Application for the next period is made.

20. The prices given in the Price List are net prices and they are given in the currency indicated on the Website.

21. Placing an order for access to a paid version of the Application and conclusion of the contract is possible from the level of the Customer Account ("Payments" tab) and it follows the selection of the appropriate variant of the Application and clicking "Buy and pay" - with this moment an agreement for access to paid the Application variant.

22. Access to the paid version of the Application is activated after its payment under the conditions specified in the Regulations and in the Price List - the paid version of the purchased Application is activated by the Service Provider immediately, not later than within 48 hours from receiving the payment in accordance with the Price List.

23. The Service Provider makes the following payment methods available on the Website:

- a. Electronic payments and card payments via Tpay.
- b. Traditional transfer to the Service Provider's bank account

24. The Service Provider will issue the Customer an invoice in electronic form and send it to the e-mail address provided by him.

25. Discontinuation of using the Website or Application does not entitle the Customer to receive a refund of the payment made for the unused period.

7. TERMS OF USING THE APPLICATION

26. Copyrights and intellectual property rights to the Website and the Application as a whole and their individual elements, including content, graphics, works, designs and characters available within it, belong to the Service Provider or other authorized third parties and are protected by the Copyright and other provisions universally applicable law. The protection granted to the Website and the Application covers all forms of their expression

27. The Internet Service and Application should be treated like any other work subject to copyright protection. The Service Recipient does not have the right to copy the Website, Application or Documentation, except for cases permitted by the provisions of mandatory binding law. The Service Recipient also undertakes not to modify, adapt, translate, decode, decompile, disassemble or in any other way try to determine the source code of the Website or Application, except as permitted by the provisions of mandatory binding law.

28. Trademarks of the Service Provider and third parties should be used in accordance with applicable law.

29. The Service User using the Website and the Application does not receive any copyrights to the Website and the Application. The Customer is only granted - on the terms set out in the Regulations - non-transferable and non-exclusive license authorizing him to use the Website and the Application in a manner consistent with their intended use, with the Documentation, these Regulations and in a manner consistent with the law and morality with respect for personal rights, personal data and copyrights and intellectual property of the Service Provider, other Service Recipients, and persons and third parties.

30. The license entitles the Customer to install, use, display or use in another acceptable manner from the Application in accordance with the Regulations, Price List and Documentation in one Internet domain of his online shop indicated when accessing the Application (one application access may be limited to one domain of an online shop, with the reservation that within one access the Service Recipient may create an unlimited number of campaigns for this domain using the Application).

31. The license is granted at the time of starting to use the Application, and in the case of a payable Application variant at the time of payment in accordance with the Regulations and for a definite period - for the period of use of the Application or for the paid period in the case of a paid option. The license also includes any upgrades, modified versions, patches, additions and copies of the Application.

32. All rights other than the above are not granted to the Customer expressly as they are reserved by the Service Provider, in particular the Service Recipient is not entitled, in the scope of a license to (1) translate, amend, adapt, change the layout or any other changes to the Application; (2) dissemination of the Application, including the rental of the Application or its copy; (3) sub-licensing the Application (including the right to authorize other people to use the Application and (4) to introduce the Application to trading, including lending or rental, or transferring in the settlement.

33. The structure, organization and source code of the Website and Application is a valuable trade secret of the Service Provider and its suppliers. They are also protected by copyright law and by appropriate international agreements.

34. The Service Provider stipulates that some elements of the Website and the Application are provided by independent producers and may be subject to other terms and conditions than those contained in these Regulations, which the Service User is obliged to observe.

35. The Service Recipient has the option, at any time and without giving reasons, to opt out of using the Application by sending an appropriate request to the Service Provider via the contact form, e-mail to the following address: pawel@refericon.pl or in writing to the following address: ul. Stanisława Staszica 26/2, 60-60-524 Poznań. Resignation from using the Application does not release the Customer from the obligation to pay due Service Provider for the use of the Application and does not entitle the Customer to receive a refund of payment for the unused period of use of the Application.

36. The Service Provider may terminate the license agreement with immediate effect in the event that the Service Recipient does not comply or violate the provisions of these Regulations or uses the Application in a way that violates the contractual license, Regulations, Price List, Documentation or in a manner inconsistent with the law and morality.

8. NEWSLETTER

37. The use of the Newsletter follows after the completion of a total of three subsequent steps by the Service Recipient - (1) after giving the Newsletter, visible on the Website in the Newsletter tab or the newsletter, to which further editions of the Newsletter are to be sent, (2) clicking the action field; and (3) confirmation of the desire to subscribe to the Newsletter by clicking the confirmation link sent automatically to the e-mail address provided. It is also possible to subscribe to the Newsletter when setting up an Account by checking the appropriate checkbox - in this case, at the time of creating the Account, the Customer also subscribes to the Newsletter.

38. The Electronic Newsletter service is provided free of charge for an indefinite period. The Customer has the option, at any time and without giving any reason, to unsubscribe from the Newsletter (resignation from the Newsletter) by sending a relevant request to the Service Provider, in particular via the contact form, e-mail to the following address: pawel@refericon.pl or in writing to the address : ul. Stanisława Staszica 26/2, 60-60-524 Poznań.

9. CONTACT WITH THE SERVICE PROVIDER

39. The basic form of ongoing remote communication with the Customers is e-mail (email: pawel@refericon.pl) and traditional mail (Stanisława Staszica 26/2, 60-60-524 Poznań), through which the Recipient exchanges information about using Refericon app.

10. COMPLAINTS ON THE WEBSITE AND APPLICATION

40. Complaints related to the operation of the Application and the Website may be submitted by e-mail (by e-mail) to the following address: pawel@refericon.pl or in writing to the following address: ul. Stanisława Staszica 26/2, 60-60-524 Poznań.

41. The service provider recommends providing in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the irregularity; (2) claim; and (3) contact details of the complainant - this will facilitate and speed up the consideration of the complaint by the Service Provider. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints filed without the recommended description of the complaint.

42. The Service Provider will respond to the complaint promptly, no later than within 14 calendar days from the date of its submission.

11. MAINTENANCE BREAKS

43. The Service Provider makes every effort to ensure correct and uninterrupted service functioning of the Website and the possibility of using Electronic Services and

Applications. Due to the complexity of the Website and the Application, as well as due to external factors beyond the control of the Service Provider (eg DDOS attacks - distributed denial of service), it is possible that errors and technical failures prevent or restrict the functioning of the Website in any way. Internet and the ability to use its Electronic Services and Applications. In such a case, the Service Provider will take all possible actions to ensure that the negative effects of such events are limited to the greatest extent possible.

44. Apart from breaks caused by errors and technical failures, there may also be other technical breaks, during which the Service Provider undertakes actions aimed at developing the Website and its Electronic Services and Applications and protecting them against technical errors and failures.

45. The Service Provider is obliged to plan technical breaks in such a way that they are as burdensome as possible for the Customers, in particular that they should be planned for night hours and only for the time necessary to perform the necessary actions by the Service Provider.

12. ADDITIONAL PROVISIONS

46. The Service Provider has the right to withdraw from the license agreement concluded with the Customer within 14 calendar days from the date of its conclusion. Withdrawal from the contract in this case may take place without giving a reason and does not give rise to any claims on the part of the Service Recipient in relation to the Service Provider.

47. The Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending the Customer an appropriate statement.

48. In no event shall the Service Provider be legally liable to the Service Recipient for damages resulting from the use or inability to use the Website or Application regardless of how the damage arose and what they pertain to, regardless of whether it is contractual, tortious or other liability, even if the Service Provider knew, he should have known or been informed about the possibility of such damages.

49. The Service Provider does not guarantee that the Website and the Application are free from errors or that the Service User Page 6 of 8 will be able to handle them without any problems or distortions. In addition, due to the continuous development of new techniques of hacking and attacking the Internet network, the Service Provider does not guarantee that the Service and Application or the network on which they are installed and used will be free from vulnerability to attacks or attacks.

50. The Service Provider, as part of the Documentation and information available on the Website, may post information and instructions regarding the use of the Application, in particular placing the generated Application code for a given campaign in the Customer's online shop - the Service Provider indicates that they are valid at the moment they are posted on the Website and in the event of changes the website of the online shop vendor may be out of date - in this case, the Service Recipient is each time obliged to verify the content of the information and instructions with the actual state. The Service Provider is not responsible for the up-to-date information and instructions placed on the Website pages.

51. The Recipient using the Application independently creates a referral marketing campaign and is responsible for its implementation in accordance with applicable law, in particular the Service Recipient is obliged to implement the regulations of the command program and comply with its provisions. In the case of claims addressed to the Service Provider by participants of the Customer's instructions program, the Service Provider is obliged to release the Service Provider from liability and to take over and satisfy those claims. If the Customer uses the Application in a manner that violates the law or regulations of orders and receives complaints from participants of the command program, the Service Provider is obliged to suspend the Account and the Application of the Customer without the obligation to refund the payment.

52. The Service Provider licenses the Application in the form in which it was delivered and does not make any implied or expressed openly claims as to the suitability for specific applications. Under no circumstances shall the Service Provider and its suppliers be liable for damages or violations of third party rights caused indirectly or directly by the Website and Application, including damage caused by inability to use, work interruptions and any repetitive, incidental or special damages of any kind, including loss of profits or reduction of costs, regardless of whether the representative of the Service Provider has been informed about the possibility of such damage, or claims of a third party. None of the restrictions contained in these Regulations limits the Service Provider's liability for death or loss of health caused by the deliberate action of the Service Provider. The Service Provider expressly confirms the right of the Service Provider to act on behalf of its suppliers only in the scope of exclusion of liability, exclusion and / or limitation of responsibilities or obligations set out in this point.

53. The Service Provider's liability towards the Customer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - to fees paid by the Customer for using the Application, in total not more than the value of fees paid for the last year of using the Application. The Service Provider shall be liable towards the Customer only for typical and actual damages predictable at the time of concluding the contract and shall not be liable for lost profits in relation to the Customer. If the Customer does not use the paid version of the Application, the liability referred to in the previous sentence is limited to the average annual fee for using the Application.

54. The Service Provider shall not be liable to the Customer for damages and non-fulfillment of obligations resulting from force majeure or any other reasons beyond the Service Provider's control.

13. FINAL PROVISIONS

55. Agreements concluded via the Website are concluded in English.

56. All disputes regarding these Regulations and agreements concluded on its basis shall be settled under Polish law. These Regulations and agreements are not subject to the provisions of the United Nations Convention on International Contracts for the Sale of Goods, the use of which is hereby expressly excluded.

57. All disputes arising between the Service Provider and the Service User shall be submitted to the court competent for the seat of the Service Provider.

58. If any provision of the Regulations turns out to be invalid in whole or in part, the

remaining provisions remain in force, and the Service Provider and Service Users undertake at the request of any of them to replace invalid provisions with provisions whose legal force and economic effect are closest to the replaced provisions.

59. Change of Regulations - The Service Provider reserves the right to make changes. The amended Regulations are binding for the Service Recipient if the requirements specified in article 384 and 384 [1] of the Civil Code, that is, he was properly informed about the changes and did not terminate the contract within 7 calendar days from the date of notification.

60. In matters not covered by these regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on Electronic Services of July 18, 2002 (Journal of Laws of 2002 No. 144, item 1204, as amended); Copyright and other applicable provisions of generally applicable law.

Thank you for careful reading!

In case of any questions or doubts, we are here to help you - contact us.

We look forward to cooperate with you.

Refericon