

## TERMS OF USE OF REFERICON.COM WEBSITE AND APPLICATION

### §1. GENERAL PROVISIONS

1. The Website and Application is intended only for entities conducting business activity in any organizational and legal form acceptable on the basis of separate regulations, as well as organizations and institutions wishing to use the Application. The Service Provider excludes the possibility of direct use of the Website and Application by consumers within the meaning of art. 22 (1) of the Civil Code.
2. These Regulations apply to services provided by the Service Provider via the Website and Application
3. 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 - a list that includes the amount of fees related to the use of the Application and defines detailed issues related to the functionalities of individual variants of the Application, including their referral Limits published on the Website. The price list is an integral part of the Agreement concluded between the Administrator and the Service Recipient.
  - c. Documentation - a description of the functionality, operation and elements of the Website and the Application available on the Website; The documentation is an integral part of the Regulations.
  - d. CIVIL CODE- Civil Code of April 23, 1964 (Journal of Laws from 2017, item 459).
  - 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 Law - the Act on Copyright and Related Rights of 4 February 1994. (Journal of Laws of 2017, item 880).

h. Regulations - these Regulations, made available free of charge via the Website in a form that allows it to be downloaded, saved and printed, so as to allow free access to the Regulations

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

j. Participant of the referral program - (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 Service

k. Contract - Contract for the provision of services, provided by the Service Provider via the Website and Application - concluded between the Service Provider and the Recipient on the terms specified in the Regulations.

l. Electronic Service - a service provided electronically by the Service Provider to the Customer via the Website in accordance with the Regulations.

m. 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 Service

n. 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; correspondence address Wielka Street 18/12 Poznań); 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](mailto:pawel@refericon.pl).

4. Services provided by the Service Provider are available 24 hours a day, 7 days a week.

## §2 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.
2. The customer is in force prohibition of providing unlawful content.
3. 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.

## §3 . ELECTRONIC SERVICES AVAILABLE ON THE SERVICE

1. Only the Service Recipient may use the Website on the terms specified in the Regulations
2. The Service User may use the following Services on the Website electronic:
  - An account
  - Newsletter.
3. In addition to Electronic Services, the Service, through its functionality, Account in particular, allows to access and manage the Application.
4. 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.

## §4. .TERMS OF USING THE ACCOUNT

1. Only the Service Recipient may use the Account.
2. 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
3. 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.
4. A detailed description of the functionality and services available under the Account and the rules of their operation is indicated in the Documentation.
5. The User is obliged to update their data provided within the Account in the event of their change.
6. 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: Wielka Street 18/12, 61-775 Poznań.

7. Deleting the Account prevents the Customer from continuing to use its functionality, including the Application
8. 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.
9. 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.

#### §5.ACCESS TO THE APPLICATION

1. Only the Service Recipient may use the Account
2. Using the Application is possible after creating an Account on the Website in accordance with the Regulations. Before creating an Account, read the Regulations carefully and accept its terms.
3. When setting up an Account on the Website, it is the responsibility of the Customer to provide true, data consistent with the actual state and their protection against unauthorized access (do not give your login and password to third parties). The security of the Account depends largely on this.
4. 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.
5. A detailed description of the functionality and services available within the Application and the rules for their operation is indicated in the Documentation.
6. 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.
7. 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

8. The prices given in the Price List are net prices and they are given in the currency indicated on the Website.
9. 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.
10. 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.
11. 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
12. Online payments made online via the Website are handled via the TPay platform available at [www.tpay.com](http://www.tpay.com), used by Krajowy Integrator Płatności Spółka Akcyjna, based at ul. St. Marcin Street 73/6, 61-808 Poznań, Poland tax number: 7773061579, NBRN: 300878437, National Court Register: 0000412357
13. The payment date is the day on which the full payment is credited to the Service Provider's bank account. All additional charges (bank and postal) shall be charged to the Service Recipient.
14. The Service Provider will issue the Customer an invoice in electronic form and send it to the e-mail address provided by him.
15. The Service Provider authorizes the Service Provider to issue VAT invoices without the recipient's signature.

## §6. TERMS OF USING THE APPLICATION

1. 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.
2. 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.
3. 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

4. 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.
5. Trademarks of the Service Provider and third parties should be used in accordance with applicable law
6. 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
7. 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).
8. 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.
9. 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.
10. 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.
11. 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
12. 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](mailto:pawel@refericon.pl) or in writing to the following address: Wielka Street 18/12, 61-775 Poznań. 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

13. The Service Provider may provide Application updates. The Service Recipient will be able to use the updated Application subject to the current license. The update is treated as part of the Application and subject to the provisions of these Regulations.
14. 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
15. The right of the Customer to withdraw from the Agreement is strictly excluded.

#### §7. NEWSLETTER

1. 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.
2. 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](mailto:pawel@refericon.pl) or in writing to the address : Wielka Street 18/12, 61-775 Poznań.

#### §8 CONTACT WITH THE SERVICE PROVIDER

The basic form of ongoing remote communication with the Customers is e-mail (email: [pawel@refericon.pl](mailto:pawel@refericon.pl)) and traditional mail (Wielka Street 18/12, 61-775 Poznań.), through which the Recipient exchanges information about using Refericon app.

#### §9 COMPLAINTS ON THE WEBSITE AND APPLICATION

1. In the event the Service Recipient decides that the Service Provider does not provide services in accordance with accepted obligations, he may file a complaint. In such a situation, the Service User is asked to inform the Service Provider about the deficiencies in order to enable the Service Provider to respond to them.

2. A complaint should be sent to the following address: ul. Wielka Street 18/12, 61-775 Poznań, or via e-mail sent to the following address: [pawel@refericon.pl](mailto:pawel@refericon.pl).
3. The application should contain the following information: name and surname, e-mail address, description of reservations, as well as your requests.
4. If the data or information provided in the complaint need to be supplemented, the Service Provider, before considering the complaint, will ask the Customer to complete it in the indicated scope.
5. The Service Provider will respond within a 14-day period to a correctly filed complaint. The response to the complaint is sent to the Customer's e-mail address.

#### §10. MAINTENANCE BREAKS

1. 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.
2. The Service Provider reserves the right to introduce restrictions in the use of the Website site caused by its technical service, maintenance work or work on improving its functionality. At the same time, the Service Provider undertakes to make every effort to ensure that these breaks take place during the night hours and last as short as possible

#### §11. ADDITIONAL PROVISIONS

1. 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.
2. The Service Provider does not guarantee that the Website and the Application are free from errors or that the Service User 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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
8. 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.

## §12. PERSONAL DATA PROTECTION

1. By completing the Registration Form and creating an Account, the Customer will be asked to consent to the processing of personal data, in accordance with the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922).
2. The personal data of the Service Users are processed solely for the purpose of providing the services referred to in these Regulations.
3. The Customer's data will not be disclosed to other persons or institutions for marketing purposes without his express consent. The Service User always has access to their data in order to verify, modify or delete it from our database
4. Detailed information on the protection of personal data can be found in the document Website privacy policy
5. The Service Recipient declares that he is the administrator of the personal data of the Program Participants who processes through the Application and declares that the above-mentioned personal data is collected in accordance with applicable law and that he has the legal consent for processing the above-mentioned personal data.

6. The Service Recipient is responsible for the protection of personal data processed in the Application and undertakes to process them in accordance with the law.

#### PUNKT 13 - PRZETŁUMACZONY

#### §14. FINAL PROVISIONS

1. Agreements concluded via the Website are concluded in English.
2. All disputes regarding these Regulations and agreements concluded on its basis shall be settled under Polish law. All disputes between the Administrator and the Customers will be settled amicably
3. 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
4. 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
5. 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
6. 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
7. The Service Provider reserves the right to use instructions, temporary suspensions and, ultimately, delete Accounts of Service Users who, despite using previous warnings, violate the provisions of these Regulations, impede the use of the Website or Application to other entities or violate the provisions of generally applicable Polish law.
8. The Service User undertakes to inform the Service Provider about each change of address, telephone number, e-mail address and all data necessary to perform the concluded contracts. In the event of failure to comply with this obligation, all correspondence - including in particular an invoice sent to the previous e-mail address - shall be considered as effectively delivered.
9. The Regulations have been in force since 17 April 2018.