TERMS AND CONDITIONS OF USING THE "I-SERWIS" IT SYSTEM CREATED BY ACTION S.A.

§ 1 . GENERAL PROVISIONS

1. The following "Terms and Conditions of Using the "I-SERWIS" IT system created by Action S.A." (hereinafter referred to as "Terms and Conditions") define the rules for using the IT system of ACTION S.A. named "I-SERWIS" accessible under the web address https://i-serwis2.action.pl (hereinafter referred to as "I-SERWIS"), which provides access to information and enables users to conclude and perform agreements by electronic means in accordance with the provisions of the Terms and Conditions.

2. paid in full-SERWIS has been created by ACTION S.A. seated in Warsaw at 46/54 Jana Kazimierza Street, 01-248 Warsaw (forwarding address: 10 Dawidowska Street, 05-500 Piaseczno, email address: action@action.pl; serwis@action.pl), registered with the Regional Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under the KRS number 0000214038, with the share capital of PLN 1,661,000.00, with NIP number (tax payer's no.) of 527-1107-221, and the register number at Chief Inspectorate of Environmental Protection of E0001446WZBW (hereinafter referred to as ACTION or Site).

3. All rights to I-SERWIS and its components, in particular to computer software used to maintain I-SERWIS or the service and information provided under the system, to the website design, all graphic and text components, data bases including pictures and descriptions, and the domain name of the website https://i-serwis2.action.pl are vested in ACTION and may not be used in any other way or scope without ACTION's permission and in a way that does not violate the Terms and Conditions.

4. Terms and Conditions are available free of charge in a PDF format at ACTION's website at https://i-serwis2.action.pl/LogOut/LogOut Regs.aspx and at ACTION's premises (see the forwarding address above) and at I-SERWIS's main page. Terms and Conditions may be downloaded from the place of publication, and it may be recorded on a data storage device and accessed during regular operation. Terms and Conditions is a contract template within the scope regulated thereby, as defined by in article 384 and the act of April 23rd, 164 - the Civil Code.

§2. DEFINITIONS

1. User - the person that was given access to the I-SERWIS electronic system and that by providing the right Login and Password is able to perform actions stipulated in Section 3, point 1.
2. Counterparty - an entrepreneur as defined by the provisions of the act of April 23rd, 1964 - the Civil Code; a Party to the agreement concluded between him and ACTION.
3. End Client - an entrepreneur or a natural person being a Party to the agreement with a Contractor.
4. Password - a unique set of characters for authorising access to I-SERWIS (the password is encrypted unilaterally with no possibility of recovery), which meets minimal legal requirements.
5. Login - User's designation in I-SERWIS,
6. ID Number - User's numerical designation in the ACTION IT system,
7. Email - User-provided email address during registration for receiving: Login, Password, ID Number (if prior to registration no number has been ascribed); the email address shall be a means for communication between the Parties and sending all information or documents to the User - provided the Terms and Conditions stipulate that this method may be used - and for sending commercial information as defined by the act on rendering services by electronic means. Information from ACTION sent via Email shall be deemed delivered after 3 working days from the day they have been sent through electronic mail, unless ACTION receives a confirmation that the User has received information earlier than that. The User states that all information and declarations sent by him or her via Email shall always be information and declarations exclusively coming from him or her (or, alternatively, persons authorised to represent him or her).
8. Registration Form - a form placed on the website of I-SERWIS at https://i- serwis2.action.pl/LogOut/LogOut FirstRegistration.aspx, which has to be filled out by the entity that wishes to register with I-SERWIS.
9. User's Device - each such device with access to Internet witch which the User may access and make use of I-SERWIS's resources.
10. Transport Services - services for forwarding Goods and/or packages containing among others Goods ordered via I-SERWIS.
11. Goods - goods offered by ACTION, in particular electronic devices, software, computer accessories, office accessories, etc. purchased based on an order the User places at I-SERWIS.
12. Service - a service performed by ACTION within the scope and price determined by an order placed by the User at I-SERWIS.
13. Account - a set of resources and authorisations within the I-SERWIS system allocated to a given User, which may be accessed with the right Login and Password.
14. Manufacturer- a natural person , a legal person, or an individual with no legal personality conducting business activity in

the field of producing material goods (Goods) in order to resell them; such goods shall have adequate markings and designations producers are obliged to have as well as required certificates and authorisations to market goods in a given territory.
15. Manufacturer's Warranty -a manufacturer's certificate that defines obligations of guarantor and End Customer's rights in the case where purchased Goods do not have the features described in such certificate.
16. Action Warehouse - premises where goods entrusted to ACTION are stored.
17. Cash Application - function of the I-SERWIS system by which a User may allocate an amount, form, and order of settling amounts due from a given sales document (invoice) based on ordered Goods or Service.
18. ACTION Complaints Department - a unit of ACTION that examines complaints related to faulty Goods.
19. ACTION Servicing Department - a unit of ACTION that examines complaints related to faulty Goods.
20. Contract Carriers - entities authorised to render transport services for persons or goods as ordered by ACTION; they deliver ordered Goods from the Counterparty to the End Client.
21. Service Provider - an external entity other than ACTION that provides services as defined by the Civil Code.
22. Controller of Personal Data - a natural person, legal person, or an individual with no legal personality whose been entrusted with personal data. A detailed scope of rights and obligations of the Controller of Personal Data is provided for by the Act of August 29th, 1997, on personal data protection.
23. Insurer (in relation to Credit Limit) - an entity providing insurance-related serviced that is at the same time a party to an insurance contract based on which he is obliged to pay damages or a different benefit in the event of an act of God, and especially in the event of failure to pay an amount due for Goods ordered by the Counterparty.
24. Credit Limit - a revolving credit granted at the request of Counterparty; its amount and deferred payment dates are defined by ACTION.
25. Individual Water Mark - a characteristic graphical mark taken from ACTION's special data base for identifying a Counterparty.

§ 3. TYPES AND SCOPE OF ACTIVITIES PERFORMED WITHIN I-SERWIS

1. On conditions stipulated in Terms and Conditions and appendices to Terms and Conditions (hereinafter "Appendices"), the User has access to the following functions of the I-SERWIS system:

a) purchasing Goods and ordering Services offered by ACTION and Service Providers, particularly those specified in Terms and Conditions and based on User orders placed at I-SERWIS as well as contracts and agreements related to purchases of Goods and Services, including those related to conditions of promotions, advertising, and marketing,
b) obtaining and exchanging information about Goods submitted by the User to ACTION's Complaints and Servicing Departments,
c) obtaining information about transport of Goods purchased by the Counterparty at ACTION, including calculations of fees for transport Services. The rules and costs of transport Services has been stipulated at ACTION's: http://www.action.pl/pl/klient/warunki-wspolpracy
d) obtaining and exchanging financial and accounting information about payments and settlements of the Parties, sales documents, and cash applications,
e) using particular data of I-SERWIS, e.g. prices, appendices, and other content made electronically available by AUCTION,
f) adding own e-mail address to chosen mailing lists in order to receive commercial information by electronic means from ACTION and other entities within the ACTION corporate group and/or collaborating entities,
g) obtaining information about conditions of use electronic invoices ("e-invoice"); using electronic invoicing (defined at http://i-serwis2.action.pl/Doc/eFaktura Regulamin.pdf),
h) appointing persons authorised to perform specific activities on behalf and/or for a Counterparty from I-SERWIS which relate to performance of commercial collaboration between the Parties (e.g. setting up accounts and choosing their specific authorisations),

2. Activities carried out via I-SITE are executed electronically unless the Terms and Conditions state otherwise.

3. ACTION runs operations related to I-SERVICE on its own, with the participation of entities belonging to the ACTION Corporate Group, and in cooperation with third parties, in which ACTION does not participate (this particularly regards transport services). ACTION complies with the provisions of the law and rules of professional trade, including the ones that aim to avoid conflicts of interest. ACTION is subject to the rules of corporate governance "Best Practices of WSE Listed Companies" introduced by Resolution No. 12/1170/2007 of the Supervisory Board of the Stock Exchange on 4 July 2007. (as amended). The text of these rules is available on the website of Warsaw Stock Exchange (http://www.gpw.pl) and on the website of Action. ACTION is a public company and detailed information about the composition of the ACTION Corporate Group and is activities is posted at http://www.action.pl.

4. The scope of information, activities and Services carried out under I-SERWIS and their main features are specified in the Terms and Conditions and Appendices. ACTION reserves the right to change the scope of the information provided, activities and Services carried out under I-SERVICE through amendment of the Terms and Conditions,

§4. CONDITIONS I-SERWIS

1. Users using I-SERWIS are obliged to use the system in accordance with Terms and Conditions. It is forbidden in particular to take any actions that would violate the law and the rights of ACTION and third parties, as well as provide any illegal content by the User.

2. Using I-SERWIS is dependent on:

a) fulfilling the technical requirements necessary for the running of the ACTION information and communication system. Minimum technical requirements allowing the correct use of I-SERWIS are provided on ACTION's website: http://i-serwis2.action.pl/LogOut/LogOut TechnicalInfo.aspx.

b) fulfilling the requirements for registration with I-SERWIS and its positive conclusion, as specified in the instruction set out in Section 5. Terms and Conditions,

c) accepting the Terms and Conditions in accordance of Section 5.

3. ???

4. If you meet the conditions for the use of I-SERWIS, ACTION shall provide a single access to I-SERWIS activated with the Login and Password. From this account, the User can independently create other accounts for persons that he or she specifies and decide about permissions granted to them.

5. Login and Password are exclusive parameters for authorization access to I-SERWIS. Therefore, the User should protect the data against unauthorized access. The User is not entitled to dispose of or transfer to other entities (with exceptions referred to in paragraph 4 above) access to Main Account or Sub-accounts. The User is fully responsible for consequences of using the Login and Password in the Main Account and sub-accounts he or she has set up. In particular, actions performed using the Login and Password shall be deemed as actions performed by the User. In case of loss, missing, or unauthorized acquisition of the Password, the User is obliged to immediately report this to ACTION. Having received such information, ACTION shall block the existing Password, generate a new Password and shall provide it to the User in accordance with Section 5 of the Terms and Conditions. In the case of multiple-entry of incorrect login data by the User, ACTION reserves the right to deny access to the Account. The deadlock passwords as a result of re-entering inaccurate data logging, User wanting to get access again is obliged to immediately report this fact by the Counterparty to ACTION. Upon receipt of the above information ACTION will verify, and then generates a new password and will provide you, in accordance with Section 5 of the Terms and Conditions.

6. ACTION uses best efforts to make I-SERWIS available continuously. In the events of necessary data updates, maintenance, on-going development of the I-SERWIS platform and legal requirements, ACTION reserves the following:

1) the possibility of a temporary lack of access to I-SERWIS as a result of necessary repairs, maintenance, or expansion of systems and media supporting I-SERWIS carried out by ACTION or third parties, as well as in the cases of unavailability of the media necessary to use I-SERWIS for reasons not attributable to ACTION.

2) the right to ban access to I-SERWIS for Users towards which there is reasonable suspicion that the way they use I-SERWIS violates the law or the Terms and Conditions.

7. In the cases referred to in Section 4 paragraph 6 ACTION will take action to notify Users about the lack of access to I-SERWIS and will state the reasons, unless the circumstances disabling access to I- SERWIS make it impossible or very difficult. ACTION is not liable for damage caused by lack of access to I-SERWIS, unless it is the result of wilful misconduct.

8. ACTION uses appropriate software to protect the content of the activities carried out under I- SERWIS against unauthorized access (including prevention of acquisition and modification of personal data processed in I-SERWIS). However, the use of the Internet, including electronically supplied services, may be associated with the risk of various forms of interference by third parties. The risks associated with the use of ICT systems include in particular: the possibility of receiving spam (i.e. unsolicited information transmitted electronically), computer viruses (i.e. software infecting files), worms Internet (i.e. worm – malware with data multiplying abilities); spyware (i.e. a spying User activities on the Internet), phishing (i.e. capturing passwords by breaking securities), sniffing (i.e. consisting in the use of data capturing program; the use of illegal devices allowing unauthorized access to data, including performing cryptanalysis to break or circumvent security). The basic condition for reducing these risks is for the User to use original software and programs that counter security violations of the information systems of the User. Therefore, ACTION informs the measures used for securing I-SERWIS may not guarantee absolute security of information transmission, in particular due to the technical limitations of the I-SERWIS system and the lack of knowledge

about the security of the User's end equipment. For these reasons, ACTION does not guarantee that data transmitted over the internet will reach the User in error-free, complete and full form. Any suspected breach of security of electronic data transmission must be notified to the other Party.

9. I-SERWIS uses cookie files, which are used to carry out activities performed under I-SERWIS. Cookie files are computer data, in particular text files, that are stored on the User's end device and are used by the server to recognize the User's devices during connection with and to browse websites. Cookies are divided into temporary ones – stored until the browser is open and Cookies with a specific expiration time. Sending the Cookies to the User's browser in no way violates the privacy of the User. The information contained in cookies may be used only by the website from which they were sent.

10. Cookies are used to collect information related to the use of the websites of ACTION, including the use of I-SERWIS by the User. As far as ACTION's websites are concerned, cookies are used to:

a) adapt Web content to the preferences and needs of the User and to optimize the use of I-SERWIS. Cookies enable identification of User equipment and User Authentication in I-SERWIS;
b) collect general and anonymous statistics about the use the web pages of ACTION, including I-SERWIS, which enables analysis of the individual needs of Users and improvement of the structure and content of available services;
c) presentation of information posted on ACTION's web pages taking into account the interests of the User.

11. The User can at any time change Cookies settings, so as to exclude the possibility of storage of all or some cookies or receive information each time they are stored on the User's device. The User may also, at any time, remove Cookies. These operations can be performed using the settings of your web browser. Detailed information about the terms of use of cookies, including their collection and storage, are available in the settings of web browser software, as well as with technical support provided by the software vendor and / or manufacturer of the browser. Disabling cookies in your browser may cause inconvenience or lack of certain features of ACTION web pages, including I-SERWIS, and it may affect the way web pages are displayed.

§ 5. REGISTRATION AT I-SERWIS

1. ACTION executes contracts for purchases of Goods and Services exclusively with entrepreneurs doing business that is convergent with the activities carried out by ACTION. In connection with this condition, User registration at the I-SERWIS system is possible provided the Counterparty – on behalf of which the User acts – runs a registered business,

2. In order to register with I-SERWIS, an entity that meets the requirements specified in Section 4 paragraph 2 of the Terms and Conditions is obliged to:

a) complete and return the Registration Form electronically,
b) pay a registration fee (the amount of fees and rules for its return are provided at: http://www.action.pl/pl/klient/warunki-wspolpracy)
c) send the following to fax no. (0 22) 332 16 86 or e-mail rejestracja@action.pl, or submit them in person at the premises of ACTION 10 Dawidowska Street in Zamienie, 05-500 Piaseczno:
    I) confirmation of payment referred to in point b) above,
    II) current copies of the following documents: the decision of granting the NIP number, the REGON number, and in the case of natural persons - a document indicating the PESEL number [personal identification number].

3. In the case of::

a) submitting the Registration Form without providing all the information indicated there
b) submitting Registration Form without documents referred to in point c),
c) inconsistencies between the data provided in the Registration Form and registration documents, registration with I-SERWIS shall be completed.

4. If the event of cancelling registration, as well as in the event specified in paragraph 4 above, the fee referred to in paragraph 3 point b) above shall be reimbursed.

5. In justified cases, ACTION may request additional information or documents in order to complete registration.

6. The User is obliged to inform ACTION about any changes to the data provided during registration with I-SERWIS and to submit documents confirming such changes as requested by ACTION. The Counterparty may inform ACTION via e-mail, in writing, or by fax.

7. In the case of a positive completion of the registration process, ACTION will send an e-mail to the Counterparty

with:

a) confirmation of registration,
b) ID number (unless such number has been granted earlier)
c) Login and Password.

When logging in to I-SERVICE for the first time, the Counterparty is obliged to accept the Terms and Conditions. Acceptance of the Terms and Conditions is recorded and stored by ACTION. No acceptance renders the use of I-SERWIS impossible.

8. Members registered with I-SERWIS on the date the Terms and Conditions become effective are obliged to accept its provisions at the next login after the date of introduction of amendments to the Terms and Conditions.

9. Entities registered in the ACTION computer system as Counterpartys who wish to use I-SERWIS are only required to submit a Registration Form.

10. Upon confirmation of registration in accordance with paragraph 7 above, cooperation agreement is concluded between ACTION and the Counterparty under the conditions specified in the Terms and Conditions.

11. Signing in to I-SERWIS requires the use of Login and Password by entering them in the right places on the website of I-SERWIS.

12. Problems with signing in to I-SERWIS must be reported to: i-serwis@action.pl.

§ 6. CONDITIONS FOR ACTIONS IN I-SERWIS, CONCLUDING AND TERMINATING CONTRACTS, COMPLAINTS

1. Activities performed through the I-SERWIS are made by making declarations of will in electronic form, through communication with I-SERWIS using e-mail or telephone - in the cases specified in the Terms and Conditions. ACTION reserves the right to record telephone conversations and store them on electronic media, about which the caller will be informed at the start of a call. Recorded calls can be used by ACTION for evidence purposes, in particular to eliminate mistakes and discrepancies in submitted orders. In the case of non-acceptance on the part of the caller, it is recommended to personally contact the representatives of ACTION at 10 Dawidowska Street in Zamienie, 05-500 Piaseczno.

2. Information about Goods and Services present in I-SERWIS, including price lists, photos, and descriptions, do not constitute an offer within the meaning of the Civil Code, but an invitation for the User to conclude an agreement by submitting an offer. In order to put forward such an offer, the User places an order on I-SERWIS using appropriate options and forms. The Counterparty is bound by a placed order for 3 days (the acceptance period).

3. Each conclusion of contract requires an explicit acceptance of an offer by ACTION. The acceptance or refusal of the offer by ACTION will be communicated via I-SERWIS and email. Refusal to accept the offer or expiry of the term specified in paragraph 2 above indicate that the contract will not be executed. Acceptance of an offer by ACTION may be dependent on accepting payment conditions, and in the case deferred payment term it may also depend on submitting required documents and legal securities for liabilities entered into by the User, in accordance with Section 10.

4. Orders for goods can be made:

a) via the "I'm buying independently" option – accepted order is then automatically transferred to realize without the participation of ACTION's Trader.
b) via the "Send to Trader" option – the order is sent to the ACTION's Trader, who can accept or apply amendments agreed upon with the Counterparty, and then he independently transmits orders for execution.

5. Orders of services or relating to conclusion of contracts other than for the sale of goods (e.g. orders related to bonus or marketing-related contracts) can be placed by selecting appropriate services or contract through the I-SERWIS forms.

6. Orders placed by the User are the responsibility of the Counterparty who provided the User with access to the I-SERWIS system.

7. ACTION's seat is the venue of order conclusion. The parties exclude the application of Article 66^1 § of the Civil Code.

8. Prices of Goods and Services are defined in the I-SERWIS system each time a transaction is concluded. Pricing information provided on the websites of ACTION may be outdated. Prices are given in net value, i.e. without due VAT tax, which will be added to prices

9. ACTION takes careful measures to ensure that information relating to the Goods and Services in I-SERWIS, including price lists, photos, descriptions were fully in line with reality; however, the size of the presented products as well as system and human errors may lead to discrepancies in this respect. For this reason and the fact that the Counterparties are professionals in the field of Goods or Services presented in I-SERWIS and are knowledgeable about the characteristics of Goods or Services and their market value, the Parties assume that the above discrepancies and errors will be easily noticed by Counterparties. Therefore, ACTION reserves the right to indicate an error in the content of concluded contracts if the Counterparty fails to notify ACTION about noticed irregularities with regard to the characteristics of Goods or Services, as well as the right to rectify erroneous information in I-SERWIS at any time and correct related documentation.

10. Cooperation agreement between the Parties, concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions, is entered into for an indefinite period of time. Either party may terminate the agreement upon 30 days' notice. The Counterparty may also terminate the agreement concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions without observing the above 30 days' notice in the event of amendment in the Terms and Conditions, provided he makes a statement about termination within the period indicated in Section 7 paragraph 2 of the Terms and Conditions.

11. ACTION has the right to terminate agreements without notice pursuant to Section 5 paragraph 10 of the Terms and Conditions in the event of a breach by the Counterparty of the following provisions of the Terms and Conditions: Section 1 par. 3, Section 4 par. 1, Section 4 par. 5 (in the case of sale or transfer by the User the access to the Main Account or Sub-accounts, or failure to notify ACTION in due time about the loss of the Password), Section 5 par. 2 (in the case of User's subsequent non-compliance with registration requirements at I-SERWIS), Section 8, Section 10 par. 4.

12. Either party may also terminate an agreement concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions without notice period in the case of infringement of provisions of the Terms and Conditions other than those listed in paragraph 11 above, if the other Party does not remove the identified violations within the prescribed period of not less than 7 days, unless the type of violation and the Party's interest requires the removal of violations within a shorter period. The Counterparty will be informed by ACTION about the violations and the deadline for their removal via the e-mail address indicated in the Registration Form.

13. The provisions of paragraphs 10-12 also apply to individual contracts concluded in the I-SERWIS system that are continuous (in particular for the provision of Services) if they are not fixed-term contracts and their content does not provide otherwise. Termination of a contract concluded in accordance with Section 5 paragraph 10 of the Terms and Conditions shall result in the termination of individual continuous contracts concluded in I-SERWIS. In the cases indicated in paragraph 11 above ACTION shall be entitled to prevent the Counterparty's access to I-SERWIS when the decision to terminate the contract is made, and ACTION shall notify the Counterparty about such fact via email. ACTION shall not be liable for any damage incurred by the Counterparty as a result of blocking his access to I-SERWIS under the said procedure.

14. Individual continuous contracts concluded in I-SERWIS (in particular for the sale of Goods) can be terminated in the cases provided for by the law.

15. Any contract can be terminated by mutual agreement.

16. Termination of contracts requires a declaration of will in electronic form sent via e-mail, unless their content requires otherwise. Termination does not relieve the Parties from the obligation to fulfil all liabilities incurred until the date of termination or later, if such liabilities arise from concluded contracts. Termination does not affect the validity of the obligations set out in Section 1 paragraph 3 and Section 8 of the Terms and Conditions.

17. Where the Parties consolidated agreements on cooperation within the scope of the Terms and Conditions, conclusion of such agreements in accordance with Section 5 paragraph 10 of the Terms and Conditions results in termination of existing contracts without the need to submit additional declarations of will. In such a case the second sentence of paragraph 16 above shall apply.

18. The User has the right to file a complaint related to the operation of the I-SERWIS system or Services supplied via the system in the following forms:

a) electronically via e-mail at: i-serwis@action.pl ,
b) orally via phone on (0048) 22 332 16 00, or
c) in writing in the form of a registered letter or by registered mail to ACTION's forwarding address.

19. Complaint procedures regarding delivery of the Goods or defective Goods are defined on ACTION's website at: http://www.action.pl/pl/klient/serwis .

20. Under Article. 558 Section 1 of the Act of April 23rd 1964 the Civil Code (Journal of Laws 2014.121), ACTION excludes liability under the warranty for defects of the Goods.

21. ACTION examines complaints referred to in paragraph 18 above within 14 days from filing of the complaint. Where consideration of a complaint requires the User to provide additional documents or information, this deadline runs from the date of the Counterparty has provided all requested, additional documents and information.

22. ACTION responds to filed complaints to the e-mail address of the Main Account (the Counterparty's Account) and to the e-mail address from which it has received such complaint (if other than the Main Account).

§ 7. CHANGING TO THE TERMS AND CONDITIONS

1. ACTION reserves the right to change the Terms and Conditions. ACTION shall notify the Counterparty about changes to the Terms and Conditions via I- SERWIS and the email address he has indicated and shall specify the changes. In the case of amendments to the Terms and Conditions, ACTION shall create a uniform text of the Terms and Conditions, which will be published in accordance with Section 1 paragraph 4 of the Terms and Conditions. Amendments to the Terms and Conditions do not affect the rights and obligations arising prior to such change.

2. If within 14 days from the date ACTION has notified the User about amendments to the Terms and Conditions pursuant to paragraph. 1 above, the User does not submit a notice of termination of the contract concluded by the accepting the Terms and Conditions pursuant to Section 6 paragraph 10 above (refusal to accept amendments to the Terms and Conditions), it shall be deemed that the amendments have been accepted and are binding for the Parties from the date on which they are implemented. Using I-SERWIS after amendments to the Terms and Conditions requires accepting its new content.

§ 8. CONFIDENTIALITY

1. The Counterparty agrees to indefinitely maintain secrecy over all commercial and technical information, which he has received or obtained from ACTION in the course of commercial collaboration between the Parties. In particular, the obligation to main confidentiality regards the prices of the Goods and Services, the financial terms of contracts with the Counterparty, or other benefits associated with cooperation between the Parties and conditions for their granting (hereinafter referred to as Confidential Information), unless the Parties agree otherwise in individual arrangements.

2. Confidential information constitutes ACTION's trade secrets, and their disclosure may result in property damage on the part of ACTION, as well as civil and criminal liability of persons committing such disclosure. The Counterparty will bear liability against ACTION for breach of the obligations referred to in paragraph 1 also in the case of disclosure of confidential information by the Counterparty's employees or other persons for which he is responsible.

§ 9. TRADE INFORMATION AND TRANSFER OF DATA

1. The Counterparty agrees to receive commercial information sent by ACTION through electronic means of communication, i.e. via email and on the conditions specified in the act on electronic services.

2. The Counterparty may revoke the consent referred to in paragraph 1 at any time in writing or electronically.

3. The Counterparty declares that he agrees to the processing of data, and in particular personal data of the Counterparty that is a natural person, provided during registration with I-SERWIS and in the course of collaboration, including the data contained in documents submitted to ACTION pursuant to the provisions of the Terms and Conditions.

4. In the case of transfer of User's personal information, ACTION will act as the collector of the personal data within the meaning of the Act on the Protection of Personal Data.

5. ACTION can process:

1. personal data of the Counterparty and the User:
    a) surname and first names,
    b) company name,
    c) PESEL number [personal identity no.] or – if this number has not been issued – passport number,
    d) number of ID card or other confirming-identity document,
    e) address of permanent residence,,

f) forwarding address, if different from registered address,
g) data used to verify the electronic signature (if applicable)
h) electronic addresses (emails)
i) phone number,
j) NIP number [tax identification no.],

2. data characterising the use of I-SERWIS:
a) identification data (in particular the Login, ID no.)
b) data denoting end of telecommunications network pursuant to Article 2 point 52 of the Act of 16th July 2004. Telecommunications Law (Journal of Laws 2014.243)
c) data about the Counterparty's information and communication system including browser type, type and model of User device, date about software used if it has not been limited,
d) Information about the start, end and scope of every use of I-SERWIS,
e) Information about the Counterparty receiving Services provided electronically.

6. User's personal data will be processed in order to: perform ACTION's obligations resulting from the cooperation between the Parties – in particular in order to perform the necessary activities related to the conclusion and execution of contracts – transfer commercial information, perform marketing activities relating to the Goods and Services, their advertising, market research as well as behaviour and preferences of the Counterparty regarding the use of such research's findings for improving the quality of Services provided by ACTION, in order to realize potential claims of ACTION towards the Counterparty, and explain the circumstances of unauthorized use of I-SERWIS by the Counterparty.

7. The User's personal information may be shared by ACTION for the purposes referred to in paragraph 6 with entities through which ACTION implements those goals, including transport companies, advertising agencies and debt collection companies, entities belonging to the ACTION Corporate Group, and entities that collaborate with the Group for the sole purpose for which Personal Data are collected.

8. The Counterparty is obliged to provide ACTION with personal data (including through Users assigned to his Main Account) of entities other than Users that are natural persons (in particular personal data of Users acting on behalf of the Counterparty and End Customers submitted during registration with I-SERWIS in the course of cooperation, including data contained in documents submitted to ACTION pursuant to the provisions of the Terms and Conditions) only when it is necessary to perform certain actions with regard to the contracts between the Parties or the execution of the functionality of I-SERWIS. In this case, the collector of personal data is the Counterparty who entrusts ACTION with processing of these data pursuant with Article 31 of the Act on Protection of Personal Data. In such cases, data is processed in order to perform contracts concluded with the Counterparty. The scope of the processed data includes:
a) surname and first names,
b) company name,
c) the address of performance,
d) electronic addresses,
e) phone number,
f) NIP number [tax identity no.]

Processing of personal data provided by the Counterparty may result in making it available to third parties in order to perform contracts concluded between ACTION and the Counterparty (in particular when the contract stipulates that performance by ACTION is to be to the person designated by the User, and ACTION in the performance of this contract uses third parties). The Counterparty shall ensure that in each such case he has obtained consent from the person from whom the personal data has been taken for processing and he has informed these individuals before collecting their personal data on the rights arising from the law on the protection of personal data, in particular with art. 24 Section 1 paragraph 2 and art. 32 of the said act (and therefore the conditions laid down in Article. 25 paragraph. 2 point 6 of that Act are met), and will bear all the legal consequences of breaching of this assurance.
After the performance of obligations arising from the contract between ACTION and the Counterparty using the services provided by external entities for the Counterparty's End Customers, ACTION and service providers are required to remove End Customer's personal data after an order has been delivered. Responsibility for any harm caused by the activity of Service Providers rests with the Counterparty as he act as the data collector.

9. ACTION does not allow the use of I-SERWIS anonymously or under a pseudonym. ACTION applies technical measures to prevent the acquisition and modification of personal data transmitted electronically indicated in Section 4. 8 of the Terms and Conditions by unauthorized persons. ACTION entrusts the processing of User data within the scope of: surnames and first

names, company names, PESEL [personal identity no.] number, or - if the number was not issued – passport number, identity card or other document confirming identity, address of performance, phone number, transport companies chosen for delivery of a given order.

10. The transfer of personal data by the User is voluntary. However, due to the fact that the processing of such data is necessary for using I-SERWIS, lack of transfer of personal data will prevent the creation of Sub-accounts and permissions for the User and cooperation between Parties under the Terms and Conditions. The Counterparty decides about processing of personal data of his End Customers as he is the collector of personal data, and it is necessary only if the Counterparty selects the option to perform orders for them.

11. Entities entrusting ACTION with their personal data have the right to access this data and correct it as well as the to control the processing of data related to them under the terms of art. 32 - 35 of the Act on the Protection of Personal Data.

12. By entrusting ACTION with performance of orders of his End Customers, the Counterparty agrees for ACTION to print out invoices and advertising materials. In connection with the activities listed in the previous sentence, the Counterparty is not entitled to any claims against ACTION, even if a document bears a registered trade mark or other marking that personalizes the Counterparty.

§ 10. TERMS and PAYMENT

1. Subject to the provisions of paragraph. 2-3 below, payment for Goods or Services occurs on delivery of the Goods or when Services are commissioned.

2. ACTION may give the Counterparty, at his request, a revolving trade credit in the amount and period of deferred payment defined by ACTION. The amount and repayment period of trade credit (hereafter: Credit Limit) will be the maximum value of the Counterparty's debt to ACTION and the maximum period of repayment of such debt (calculated from the date of a VAT invoice).

3. Due to the fact that Credit Limit is granted on the basis of data and documents valid at a specific date, and in addition due to the fact that ACTION insures its receivables and is obliged to respect agreements made with its Insurer regarding the risk associated with Credit Limits, in the event that ACTION (including in agreement with the Insurer) that the Counterparty does not meet the conditions for using the Credit Limit and Credit Limit in the amount granted so far, ACTION reserves the right to unilaterally change the amount or payment term of the Credit Limit, revoke Credit Limit already granted, as well as it has the right to maintain the amount or repayment period of Credit Loan only on condition that the Counterparty shall provide further securities and documents. Information about changes in the Credit Limit will be available in I-SERWIS and will be sent to the Counterparty's email address. ACTION is not responsible for the effects of changes or withdrawal of Credit Limit.

4. The Counterparty undertakes to pay for Goods or Services in a timely manner. If the Counterparty fails to fulfil the term of payment indicated on an invoice, ACTION will be entitled to request from the Counterparty to pay for the delay interest at a statutory amount and will charge the Counterparty in interest notes. Interest notes may also be sent to the Counterparty's email address. If a payment reminder sent to the Counterparty to pay the principal amount together with interest for delay proves to be ineffective, i.e. the Counterparty does not pay his debt, ACTION will be entitled to undertake debt collection activities by itself or through debt collection companies. The costs of collection activities and the costs paid by ACTION to professional debt collection entities shall be borne by the Counterparty.

5. Detailed information about payments and terms of granting the Credit Limit are published on ACTION's website at: http://www.action.pl/pl/klient/warunki-wspolpracy .

§ 11. ADDITIONAL PROVISIONS

1. As regards any rights resulting from this Contract (including particularly ACTION's receivables), the Counterparty may not:
   a) transfer these rights to any third party,
   b) charge to a Counterparty with ACTION's receivables without prior consent from ACTION expressed in writing.

2. Terms and Conditions are subject to Polish law.

3. Any disputes that may arise between the Parties regarding the Terms and Conditions and the implementation of activities carried out under it shall be examined proceeded by a court with general jurisdiction over the seat of ACTION.

4. In the event that any provision of these Terms and Conditions has been declared invalid or unenforceable by law or a final

and binding judgment of any court or administrative authority, the remaining provisions hereof shall remain in full force and effect.

5. The document has been drawn up in Polish and is in force since – according with the date indicated in the caption verifiable electronically in file properties.

6. In the period commencing on the date of publication of these Terms and Conditions and ending on the date of its entry into force, the Counterparty may use I-SERWIS on the terms and conditions valid so far. After this period, carrying out activities by the User through the I-SERWIS as specified in the Terms and Conditions shall not be possible. This fact does not affect the existence of obligations between the Parties arising before that date.

Annexes to the Terms and Conditions:
1. Description of the technical and organizational measures applied to ensure protection for the processing of personal data used in the I-SERWIS

Appendix 1

Terms and Conditions of use of ACTION's I-SERWIS system

DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL USED TO ENSURE PROTECTION
FOR THE PROCESSING OF PERSONAL DATA USED IN I-SERWIS
(Part E. 15-17 notification of personal data collection to the Inspector General for Personal Data Protection)

15. The collection of personal data is carried out:
a) centrally
b) using the information and communication system
c) with at least one IT system device used for processing of personal data connected to a public network (e.g. Internet)

16. Requirements set out in Article. 36-39 of the Act of 29th August 1997 on personal data protection have been fulfilled:
a) an administrator of information security has been appointed that supervises compliance with the principles of protection of personal data processing
b) only people with authority granted by the data collector are allowed to process data
c) there is a register of persons authorized to process data
d) a security policy has been developed and is in place
e) an instruction for managing the IT system has been developed and is in place
f) other measures (except for those mentioned in points a-e) applied to secure data are:

Measures of physical protection of data:

[2.] The collection of personal data is stored in a room secured with door with increased fire resistance> = 30 min.

[3.] The collection of personal data is kept in a room protected with doors with increased resistance to burglary - Class C door.

[5.] The rooms where the collection of personal data is processed are equipped with anti-theft alarm system.

[6.] Access to the premises where the collection of personal data is processed is subject to an access control system.

[7.] Access to the premises where the collection of personal data is processed is controlled by a monitoring system with CCTV cameras.

[9.] Access to the premises where the collection of personal data is processed 24 h per day is supervised by security guards.

[14.] Backup / archival copies of the collection of personal data are stored in a locked metal cabinet.

[17.] The room where the collection of personal data is processed is protected against the effects of fire through a system of fire prevention and / or free-standing fire extinguisher.

[18.] After expiration, documents containing personal data are destroyed mechanically with shredders.

Hardware of the IT and telecommunications infrastructure:
[3.] A UPS devices are in place, a power generator and / or a separate power network, protecting the IT system used to process personal data against power failure.

[4.] Access to the collection of personal data, which is processed on a separate computer station / portable laptop, is secured against unauthorized start-up with BIOS password.

[5.] Access to the operating system of a computer on which personal data is processed is protected with an authentication process using a User ID and a password.

[8.] Measures that prevent unauthorized copying of personal data processed using the system information are in place.

[9.] Systemic mechanisms forcing periodic password changes.

[10.] A registration system for access to the system / collection of personal data.

[11.] A means of cryptographic data protection for personal data transferred via electronic transmission.

[12.] Access to means of tele-transmission is protected with authentication mechanisms.

[14.] A disk array is used in order to protect personal data against the consequences of failure of disk storage.

[15.] Means of protection against malicious software such as e.g. worms, viruses, Trojan horses, rootkits.

[16.] Firewall systems to protect access to the computer network.

[17.] IDS / IPS system to protect access to the computer network.

Protection measures within software tools and databases:

[1.] Registration of changes made to individual elements of the collection of personal data.

[2.] Defining access rights to the specified range of data processed within the collection of personal data.

[3.] Access to the collection of personal data requires authentication with a User ID and a password.

[6.] Determining appropriate access rights to computer resources, including collections of personal of individual Users.

[7.] A mechanism that forces periodical changes in passwords for accessing personal data collections.

[8.] Cryptographic protection of personal data.

[9.] Screensavers at positions where personal data is processed.

[10.] A mechanism for automatic blocking of access to the system used for the processing of personal data in case of long inactivity in User's work.

Organizational measures:

[1.] Persons that process data have been familiarised with the regulations governing the protection of personal data.

[2.] Persons that process data have been trained in the field of IT system security.

[3.] Persons that process data are obliged to maintain confidentiality.

[4.] Computer monitors, on which personal data is processed are arranged in a way that prevents unauthorized access by third parties.

[5.] Backup collections of personal data are stored in a different room than the one in which the server is placed for on-going processing of data.

17. The level of security of applied measures is:
- „High“