

TERMS AND CONDITIONS OF THE NUBINNO CONNECT PORTAL

www.nubikkoconnect.com

1. STATUTORY DEFINITIONS

- 1.1. **Service provider** - NUBINNO CONNECT spółka z ograniczoną odpowiedzialnością ("limited liability company") with its seat in Warsaw, Poland, a company established on the laws of the Republic of Poland, 2nd Floor, 208 Grojecka Str., 02-390 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 0001014111, NIP (tax identification number) 7011125128, REGON (entrepreneur's statistical number) 524216705, with the share capital of 10.000 PLN.
- 1.2. **Service Recipient** - an entrepreneur, any legal entity, any natural person or an unincorporated organisational unit that, in accordance with generally applicable regulations, may be the subject of rights and obligations covered by the contract and the regulations for the operation of an Account or takes actions to enter into such a contract through its representative, who has a unique email address in the domain of such a Service Recipient who has the appropriate authorisation from the legal entity to act on the Platform. The Service Recipient may have one or more user accounts on the Platform.
- 1.3. **User** - a natural person with an Account on the Nubikko Connect Platform in the name and on behalf of the Service Recipient.
- 1.4. **Service** - the service of using the Platform and all available services.
- 1.5. **Service of using the Platform** - a public service provided electronically by the Service Provider to the User, consisting of sending and receiving data on the Platform through ICT systems at the individual request of the User, without the simultaneous presence of the parties.
- 1.6. **Access Service** - a service whereby the Service Provider provides the Service Recipient with information collected on the Platform in the form of investment announcements, commercial offers and business contracts in exchange for a certain fee. The information may be provided by making the content of announcements available on the Platform via the Account or by sending them via the instant messengers available on the Platform.
- 1.7. **Additional Service** - any service provided electronically by the Service Provider to the User, consisting of sending and receiving data on the Platform by means of data communication systems at the individual request of the User, without the simultaneous presence of the parties, to which the Service Provider requires access for a fee or free of charge. The Additional Service may only be provided to the Service Recipient with the Access Service. The Additional Service is provided for a fixed duration and ends at the end of the billing period of the Access Service.
- 1.8. **Connect Service** - an additional service on the Nubikko Connect Platform consisting of a one-time access to the contact data of the Advertiser to the User, available within the quantitative and qualitative limits of the given access service specified on the Platform.
- 1.9. **ICT System** - a set of cooperating IT devices and software ensuring processing and storage, as well as sending and receiving data via telecommunication networks through a terminal suitable for the given type of network, within the meaning of the Telecommunications Act of 16 July 2004 (Journal of Laws No. 171, item 1800, as amended).
- 1.10. **Website** - the website at www.nubikkoconnect.com
- 1.11. **Platform** - database of investments, trade offers and business contracts published on www.nubikkoconnect.com and additional services available through the Provider's Website.
- 1.12. **Fee** - the amount payable by the Service Recipient to the Service Provider for the right to use the Platform during the Billing Period.
- 1.13. **Billing Period** - the periods for which the Access Service is billed.

- 1.14. **Access Data** – the User's, Service Recipient's or Announcer's login and password to the Platform.
- 1.15. **Account** – the set of resources and rights within the Platform assigned to a particular User.
- 1.16. **Free Account** – a set of resources and rights within the Platform assigned to a particular User, for the use of which the User does not pay a fee.
- 1.17. **Announcer** – the entity from which the information published on the Platform originates. The User may also be the Announcer if he/she publishes his/her information on the Platform.
- 1.18. **Plan** – the scope of the access service and additional services for a given Account, described in detail on the Platform, covered by the fee included in the price list on the website www.nubikkoconnect.com.

2. CONCLUSION OF THE CONTRACT

- 2.1. The creation of an Account is entirely voluntary and depends on the User's will, but is necessary in order to use the Platform.
- 2.2. In order to create an Account, the User must complete the relevant form on the Platform.
- 2.3. With the creation of the Account by the User and its acceptance by the Service Provider, a contract is formed for the provision of the Access Service under the conditions specified on the Platform and these Terms of Use or the Terms of Use for additional services, if the service has separate Terms of Use. The contract for the above-mentioned services is concluded when the User pays the Service Provider for the ordered service.
- 2.4. In order to confirm the conclusion of the contract for the provision of Access Services and Additional Services, the Service Provider shall send the Service Recipient information on the selected Plan and the receipt of payment electronically to the e-mail address provided when the Account was created.
- 2.5. The User may choose one of the plans available on the Platform with the scope of access specified on the Platform at the price specified in the price list.
- 2.6. The price and description of the Plan are published in the Price List on the Website. The User undertakes to pay for the Plan on the day the order is placed on <http://www.nubikkoconnect.com> by creating an account and selecting the billing period for the Plan selected.
- 2.7. The Service Provider may terminate the contract for the provision of the Access Service and Additional Services within two years of the occurrence of the event giving rise to the termination in the following cases:
 - 2.7.1. if the Service Recipient is at least 14 days in arrears with any payment due to the Service Provider for any reason whatsoever, including the provision of the Services without prior demand for payment;
 - 2.7.2. the Service Recipient uses the Access Service or the Additional Services to carry out activities that overlap, even partially, with those of the Service Provider;
 - 2.7.3. the User account was set up by a person who does not have the appropriate authorisation from the Service Recipient.
 - 2.7.4. the content provided by the User is unlawful.
- 2.8. Withdrawal from the contract by the Service Provider shall be deemed effective if it is sent to the email address of the Service Recipient indicated in the User account.

3. ANNOUNCEMENT

- 3.1. The publication of an Announcement can only be carried out by the Service Provider or the User via the Platform by selecting the option "Publish an Announcement".
- 3.2. The publication of an Announcement by the User may only be carried out by a representative of the Service Recipient with a unique email address in the domain of the Service Recipient, within the scope of his authorisation and within the scope of the Service Recipient's business activity.
- 3.3. The announcement will be published on the Platform after verification by the Service Provider if all the information

required by the Service Provider or requested in the form on the Website via the "Publish Announcement" option is provided.

- 3.4. The Service Provider has the right to refuse to accept an announcement without giving reasons. The refusal to accept the announcement shall take the form of an email message sent to the address of the User publishing the announcement.
- 3.5. By publishing an Announcement on the Platform, the User also agrees to share the necessary data, including contact details and all the information provided in the form on the Platform through the "Publish Announcement" option with other Users of the Platform in accordance with their access Plans, as well as to be contacted directly by the communicator operating on the Platform.
- 3.6. The data provided by the User when placing the announcement, in particular the email address, may be modified through the administrative panel accessible to the User but shall be subject to re-verification by the Service Provider after each modification.

4. FREE ACCOUNT

- 4.1. The use of the services available on the Platform is also possible through the creation of a Free Account. A free account can be created for any User who does not currently have a paid account as a test account and can then be converted into a paid account in accordance with one of the Plans or deactivated.
- 4.2. The creation of a free account for a new User is carried out by the User's registration on the <http://www.nubikkoconnect.com> website by providing the required data, including login and password, details of the company represented and the position held, in the manner specified by the Service Provider. The submission of the required data by the User shall be deemed to have accepted the terms and conditions set out in these Terms and Conditions for the use of the Free Account and the Free Access Service.
- 4.3. A Free Account is a set of resources and rights within the Platform assigned to a particular User, for the use of which the User does not pay a fee.
- 4.4. The free account is created for a period of 90 days; if the User does not convert it to paid access in accordance with one of the Plans, it will be automatically deactivated after this period.
- 4.5. The deletion of the Account is also possible at any time by the User by requesting the deletion of the Account within the Platform or directly to the Service Provider.
- 4.6. The Service Provider allows the User to access the Platform 24 hours a day, 7 days a week, on the basis of the Access Data provided by the User or the Service Recipient.
- 4.7. Once the Plan selection has been submitted on the Platform, the Services are made available to the Service Recipient against payment, and the right to use the Services free of charge expires.
- 4.8. The technical requirements for the use of the Website and the Platform within the Account and the Free Account are as follows:
 - 4.8.1. a device with Internet access,
 - 4.8.2. a web browser that supports JavaScript and cookies.
 - 4.8.3. an internet browser capable of displaying hypertext documents (HTML linked over the internet via a web-based service) on a computer screen.

5. SUSPENSION OF PROVISION

- 5.1. The Service Provider may suspend the provision of the Free Website Use Service, including the Free Account, and the provision of the Free Access Service at any time without giving any reason.
- 5.2. The Service Provider is entitled to withhold or limit the provision of paid services in the event of a breach of these Terms and Conditions or the Privacy Policy by the Service Recipient, including failure to meet the payment

deadline. The Service Provider shall retain the right to remuneration for the period during which the provision of the Services is withheld or restricted. The Service Provider shall notify the Service Recipient of such withholding or restriction by sending information to the email address specified in the User account.

- 5.3. The Service Provider shall have the right, at its sole discretion, to modify, add or remove any clause of these Terms and Conditions without prior notice or liability to the User. Any changes to these Terms and Conditions shall be effective immediately upon publication of such changes on the Platform. The User undertakes to familiarise himself/herself with the current Terms and Conditions and accepts that any subsequent use of the Portal by the User after the Terms and Conditions have been amended constitutes acceptance of any changes made.

6. COMPLAINTS PROCEDURE

- 6.1. All complaints relating to the Services provided by the Service Provider should be sent electronically to support@nubinnoconnect.com.
- 6.2. The complaint should include:
- 6.2.1. the name and surname of the Service recipient or User, their postal address, the name of their account or free account and their email address;
 - 6.2.2. the subject of the complaint;
 - 6.2.3. the circumstances justifying the complaint.
- 6.3. Complaints that do not contain the above information will not be considered. In such cases, information about the refusal to consider the complaint will be sent to the email address provided by the User or Service recipient who submitted the complaint, stating the reason for the refusal.
- 6.4. Complaints that meet the requirements set out in the above points will be dealt with immediately, in the order in which they are received, within a maximum of 30 days. If a complaint cannot be dealt with within this period, the Service Provider will notify the Service Recipient or User who submitted the complaint within this period of the reasons for the delay and the expected time for dealing with the complaint.
- 6.5. The Service Provider reserves the right to interfere with the Service Recipient's account and Free Account in order to correct malfunctions of the Platform and disruptions or problems in the functioning of the Account or Free Account.

7. FEES

- 7.1. The Service Recipient pays for the Services on the basis of the automatic payment data made available to the User on the Platform in accordance with the price list available at <http://www.nubinnoconnect.com> at the time the Account is created or on the basis of an invoice issued by the Service Provider and delivered to the Service Recipient.
- 7.2. The fee for the Services is charged in advance for the entire billing period indicated on the invoice or through the automatic payment system available on the Platform, with the payment deadline agreed by the Parties or indicated on the Platform.
- 7.3. The tariff is valid for one account held by one User within the Service. In order to obtain additional access for the Service Recipient, the User must register a new Account.
- 7.4. The Service Provider guarantees the invariability of the price of the Services for the period for which the Service Recipient has made payment.
- 7.5. The Service Provider is entitled to cede claims against the Service Recipient.
- 7.6. All amounts specified in the price list are net amounts and shall be subject to VAT in the amount currently in force on the territory of the Republic of Poland.

8. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 8.1. The Service Provider allows the Service Recipient to access the Services within the Account for a fee based on the Service Recipient's Access Data 24 hours a day, 7 days a week.
- 8.2. The Service Provider reserves the right to temporarily restrict access to the Platform, in particular in the event of upgrades to the Platform; however, in the case of a paid access service, the total period of inactivity on the Platform shall not exceed 48 hours per month.
- 8.3. The Service Provider is not responsible for:
 - 8.3.1. the content of the information published on the Website or the Platform, including its timeliness, completeness, reliability, usefulness and compliance with the law;
 - 8.3.2. interruptions in the operation of the Website or the Platform or restrictions on access to the Website or the Platform, whatever the cause, including for reasons beyond the control of the Service Provider, including when caused by technical faults, by the telecommunications operator or by force majeure;
 - 8.3.3. the consequences of the use by the Service recipient of the information obtained through the Service provider, in particular, the consequences of the financial management decisions taken on the basis thereof;
 - 8.3.4. the use of the Services in a manner contrary to these Terms and Conditions;
 - 8.3.5. the fulfilment of obligations arising from the information posted on the Platform, including the conclusion and execution of contracts by the Announcer.
- 8.4. The Service Recipient and the User agree that the Service Provider may use the electronic address made available to the Service Recipient for the provision of electronic services within the scope of the order placed and for the sending of commercial information during the term of the contract and also after its termination.
- 8.5. The Service recipient, as well as the User, agrees that the telephone number provided may be used by the Service Provider for marketing activities, including the presentation of commercial offers by telephone, or on its behalf for marketing activities, including the presentation of commercial offers by telephone.

9. RIGHTS AND OBLIGATIONS OF THE RECIPIENT

- 9.1. The User is solely responsible for the information they enter on the Platform. The Service Provider reserves the right, at its sole discretion, to decide whether the information that the User has entered or uploaded is appropriate and in accordance with these Terms and Conditions, the other rules of the Service Provider and applicable law. When registering on the Platform, the User will be asked to provide information, including a valid email address. The User warrants and represents that all such information is current and accurate and will be kept up to date. The User's right to privacy is set out in the Platform's privacy policy located at <https://static.nubikkoconnect.com/pp.pdf>. The Service Provider reserves the right to offer its services and products or third parties based on preferences that each User has specified at the time of registration and at any time thereafter unless they opt out of receiving third-party services and products.
- 9.2. The User is responsible for maintaining the confidentiality of their information in relation to the Platform, including their username and password, and is responsible for all use of their username and password, whether or not authorised by them. In the situation of sharing the device used by the User of the Platform with third parties, it is important to always log out of the Platform so that no other person can access the User's content. The User shall notify the Service Provider immediately of any unauthorised use of the User's username and password.
- 9.3. The User is entitled to use the information obtained in the context of the access service provided exclusively for the Service Recipient's purposes. The User is obliged to inform the Service Provider of any changes in contact details and other data required for the proper provision of the Service.

9.4. The Platform may only be used for lawful purposes related to the Services and related content. The Service Provider expressly prohibits the use of the Platform, and all Users agree not to use the Platform for purposes other than those designated by the Service Provider. It is prohibited to violate or attempt to violate the Platform's security policies, including, but not limited to, accessing data not intended for the User or logging into a server or account for which the User is not authorised, attempting to probe, scan or test system or network vulnerabilities, or violating security or authentication measures without proper authorisation, attempting to interfere with services to any User, host or network, including but not limited to uploading a virus to the Platform, overloading, "flooding", "spamming", "mail bombing" or "crashing", spoofing TCP/IP packets or any part of the information in any email, scraping or harvesting data or using bots for unauthorised withdrawals or fraudulent transactions. Violations of system or network security or inappropriate behaviour may result in civil or criminal liability. The Service Provider may investigate incidents that may involve violations, including engaging and cooperating with law enforcement authorities in prosecuting Users who are involved in such violations.

10. DURATION OF THE CONTRACT

- 10.1. The contract for the provision of the Access Service and Additional Services against payment shall be concluded for the period indicated at the time of selecting the Plan, calculated from the date of conclusion of the contract.
- 10.2. If the Service Recipient does not submit a declaration of cancellation 30 days before the term for which the Services were concluded, it shall be assumed that the Service Recipient agrees to extend the contract for the next period for which it was concluded during the last period of provision of the Services. A declaration of resignation, where the parties have confirmed the conclusion of the contract in writing under pain of nullity, shall require a written form.

11. PROTECTION OF SERVICE PROVIDER'S RIGHTS

- 11.1. All rights to the Website and the Platform, including economic and non-economic copyrights, belong to the Service Provider.
- 11.2. All rights to the textual elements, graphics, images, applications, databases and other tools made available on the Platform are reserved to the Service Provider or to other named third parties.
- 11.3. The use of works or databases made available on the Platform or Website does not imply the acquisition of any rights in them by the Service Recipient or User. Without the consent of the Service Provider expressed in writing, under pain of civil and/or criminal liability, to the extent that this is not necessary for the ordinary use of the Website or Platform, it is expressly prohibited:
 - 11.3.1. to copy, modify or transmit electronically or by any other means the Platform, the Website or any part thereof, as well as individual works and databases made available on its pages;
 - 11.3.2. dissemination, including the publication or use for resale in any manner or form of the elements contained on the Website and the Platform.

12. FINAL PROVISIONS

- 12.1. By starting to use the Website, you accept these terms and conditions.
- 12.2. The regulations shall enter into force upon publication on this Website.
- 12.3. With the submission of an Announcement, the Service Recipient accepts the provisions of these Terms and Conditions.
- 12.4. Any changes to the content of the Terms and Conditions will be immediately communicated to Service Recipients by e-mail or via the Portal.
- 12.5. In the event of a change in data, including address data, the Service Recipient undertakes to notify the Service

Provider immediately. Until notification, all actions taken by the Service Provider with regard to the existing data shall be fully effective.

- 12.6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Poland. You irrevocably consent to the exclusive jurisdiction of the courts of the Republic of Poland in relation to any action arising out of or in connection with these Terms and Conditions. If any court of competent jurisdiction finds any provision of these Terms and Conditions to be invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in full force and effect.
- 12.7. The failure or delay of any party in exercising or enforcing any right or claim shall not constitute a waiver of such right or claim. It shall not in any way affect the right of such party to subsequently exercise or enforce such right unless such party makes an express, written, declaration of waiver.
- 12.8. The User may not assign the Account or any rights or obligations under these Terms and Conditions. Except as expressly provided herein, these Terms and Conditions create rights and obligations exclusively between the Service Provider and each particular User and do not create any rights for other parties.

13. CONTACT WITH THE SERVICE PROVIDER:

- 13.1. Postal address: 208 Grójecka Street, 02-390 Warsaw
- 13.2. Email address: support@nubinnoconnect.com
- 13.3. Telephone: +48 697001020
- 13.4. The cost of a telephone call or data transmission made by the Service Recipient or a User is based on the basic tariff of the telecommunications operator or Internet service provider used by the Service Recipient or a User. The Service Provider notes that the cost of an international call or international data transmission may be higher than the cost of a domestic call or transmission – depending on the tariff adopted by the telecommunications operator or ISP used by the Service Recipient or a User.