

Terms and Conditions of the Aleo platform

valid until 29/09/2014

Operator

ING Usługi dla Biznesu S.A. with its registered seat in Katowice at ul. Chorzowska 50, 40-121 Katowice, entered into the Companies Register at the District Court for Katowice-Wschód 8th Commercial Division of the National Court Register under KRS no. 0000408358, REGON (statistical) number: 242834901, NIP (taxpayer identification) number: 6342805313.

Terms and Conditions

this document constituting the general terms and conditions of the Agreement entered into between the Operator and the User.

Agreement

the agreement for the provision of the Services executed between the Operator and the User upon the User's approval of the Terms and Conditions.

User

a natural person who carries out business activity, a civil law partnership, a legal entity or an organisational unit other than a legal entity that, under the provisions of law, has legal capacity and is fully entitled to undertake legal acts.

Platform

an IT system that fulfils the function of a B2B ("business to business") e-commerce platform, available to the Users under address www.aleo.pl and www.aleo.com, owned and managed by the Operator.

Account

a separate section of the Platform allocated to a given User, accessible by the User upon the provision of an ID and a password. The account allows the User to manage User-related information and to carry out legal and factual actions ascribed to the User.

Verified Account

the account for which the User's identity has been verified, which enables access to the functionalities indicated in Attachment no. 2 to the Terms and Conditions in the column titled "Verified Account".

Transaction

an agreement executed between the Users through the Platform and in compliance with the terms specified in the Terms and Conditions.

Detailed Terms and Conditions

an e-document, available through the Platform, which the Operator may use to offer new Additional Services, discounts, rebates, promotions related to the use of the Additional Services, change the scope of the Basic Package Services and other commercial conditions. The User's and Operator's rights and obligations not regulated under the Detailed Terms and Conditions are specified in the Terms and Conditions.

Bank

ING BANK ŚLĄSKI S.A, with its registered seat in Katowice at ul. Sokolska 34, 40-086 Katowice, entered into the Companies Register of the National Court Register maintained by the District Court in Katowice, 7th Commercial Division of the National Court Register under KRS no. 0000005459, REGON (statistical) number: 271514909, NIP (taxpayer identification) number: 6340135475.

Price List

Attachment no. 1 to the Terms and Conditions, indicating the amount of remuneration due to the Operator in relation to the provision of the Services, including, in particular, the Additional Services.

ING Group

entities related to the Bank or the Operator in the meaning of the Accountancy Act of 29 September 1994, including, in particular: ING Lease (Polska) Sp. z o.o., ING Commercial Finance Polska S.A., ING Securities S.A.

ING BusinessOnLine System

the Bank's e-banking system.

Basic Package Services

the Platform's functionalities made available to the Platform User free of charge, whose scope is specified in Attachment no. 2 to the Terms and Conditions.

Additional Services

the Platform's functionalities or other services provided by the Operator, which the User may use upon the payment of an additional fee specified in the Price List, subject to the terms provided for in the Terms and Conditions or the Detailed Terms and Conditions.

the PPA

the Public Procurement Act of 29 January 2004 – the Public Procurement law (consolidated text of 8 June 2010, Journal of laws *Dz. U.* No. 113, item 759, as amended)

The Contracting Authority

the User who is a contracting authority in the meaning of the PPA.

1. Creating the Account and using the Services

- 1.1 In order to create the Account, the User fills in the registration form available on the Platform, by entering basic registration data related to the business activity carried out by the User, such as: NIP (taxpayer identification) number, REGON (statistical) number, business name, legal form, address (street, number, code, town) and name, surname and an e-mail address of the person creating the Account on behalf of and for the User.
- 1.2 The provided address of the business activity should be identical to the entry in the relevant register related to business activity (KRS, CEiDG). The e-mail address should be the one that the User uses for business activity.
- 1.3 While registering the Account the User independently chooses an access password to the Account, which should be kept in secret. The User will be fully responsible for all the legal

effects resulting from obtaining access and using the Account by persons using the User's password.

- 1.4 Due to the professional nature of the Platform, natural persons who do not carry out business activity cannot register the User's Account and be a party to the Agreement.
- 1.5 The User cannot use the Platform for carrying out Transactions that are unrelated to the professional nature of the User's activity. In particular, while executing a Transaction the User does not act as a consumer in the meaning of Article 22¹ of the Civil Code.
- 1.6 Only a person who is authorised to make relevant declarations of will within the User's organisational structure or who has been granted a relevant power of attorney to carry out such actions may create an Account (and thus enter into the Agreement).
- 1.7 In order to create an Account, the User must express its consent to being bound by the terms of the Terms and Conditions by checking "I approve the Terms and Conditions" in the registration form available in the process of creating the Account. Approval of the Terms and Conditions will signify entering into the Agreement. A newly created Account should be activated in accordance with clause 1.8 of the Terms and Conditions. It is impossible to use the Account until it is activated.
- 1.8 The Account will be activated once the User clicks the registration-confirming link, which will be sent to the User's e-mail address provided upon registration.
- 1.9 In order to use the Services that are available only to a holder of a Verified Account, the User should confirm its identity towards the Operator in one of the following ways:
 - 1.9.1 by performing a wire transfer for the amount of PLN 1 (one Polish zloty) to the Operator's bank account through the bank account related to the User's business activity. The Operator will immediately reimburse the amount mentioned above to the User, to the User's account from which the bank transfer was made, or
 - 1.9.2 by contacting the Platform's administrator via an internal communication sent from the Platform, requesting the Platform's administrator to indicate the method of verification.
- 1.10 The registration process and the verification process described in clauses 1.1 – 1.9 above is not required from Users who use the Platform by logging in from the ING BusinessOnLine System. However the User may start using the Platform only once it approves the Terms and Conditions by checking an appropriate field in the form presented to the User on the Platform during the first log in. The Account of a User who uses the Platform with the intermediary of the ING BusinessOnLine System is always a Verified Account.
- 1.11 In the case of any doubts related to the accuracy or completeness of the registration data provided by the User, the Operator reserves the right to request that the User sends copies of certificates from the relevant registers that confirm the data provided during the registration process. The Operator may request that the accuracy of such data be confirmed throughout the life of the Account. If the User refuses or fails to provide such requested data or documents, or if the Operator establishes that the data provided is inaccurate, the Operator will be released from the obligation to create an Account and execute the Agreement. If the User refuses or fails to provide such requested data or documents in relation to an Account that is already active, the Operator will be entitled to lock out the Account and to terminate the Agreement under the terms specified in clause 9 of the Terms and Conditions.

- 1.12 Anyone may report an abuse consisting in the existence of an Account that has been registered by an unauthorised person or with the use of inaccurate data, including in particular data related to business activity carried out by the reporting person. Such abuse may be reported using the form available on the Platform titled “report an abuse” or through the internal mechanism available on the Platform.
- 1.13 If the Operator receives a report on such abuse, it will contact the reporting person. The Operator has the right to request that the reporting person provides documents that, in his/her assessment, will ensure credibility of the abuse report. The reporting person is responsible towards the Account User in relation to whom it has reported the abuse for any effects resulting from a report submitted groundlessly or in bad faith.
- 1.14 The User may hold only one Account on the Platform.

2. Transactions

- 2.1 The Platform allows the User to present its own commercial offer in the form of a catalogue of products or services, to send and review queries as to the offer, to make commercial offers, to organise auctions or participate in auctions aimed at executing and carrying out a Transaction.
- 2.2 The User will guarantee that the persons that it has authorised to access the Account hold relevant authorisations to make declarations of will on behalf of and for the User as regards the actions carried out on the Platform, in particular to execute Transactions.
- 2.3 If a special form has to be preserved (for instance written form or the form of a notarial deed), as required under provisions of law or in relation to a legal act executed earlier between the parties to a Transaction, in order for the legal act underlying the Transaction to be valid, each User that is a party to the Transaction is obliged to make a declaration of will in the form required under the law or in relation to a legal act performed earlier between the Parties, immediately after executing the Transaction, unless the parties to the Transaction expressly agree otherwise.
- 2.4 If in the further provisions of the Terms and Conditions, a given effect results from an action undertaken by the User (for instance acceptance, approval of the offer), it is assumed that all the actions result from the User using an appropriate functionality of the Platform, available to the User once it is logged into its Account.
- 2.5 Unless the contracting parties expressly agree otherwise prior to the execution of the Transaction:
- 2.5.1 Polish Zloty is the currency of all Transactions and offers;
- 2.5.2 The prices quoted by the Users in pricelists and offers are net prices, exclusive of the tax on goods and services. Upon the receipt of the order, the seller will establish the gross price inclusive of the tax on goods and services which the buyer is obliged to pay. The price indicated in the offers made in the course of the electronic bidding, referred to in section 5 hereof is a gross price.
- 2.5.3 The prices quoted by the Users do not cover any additional costs such as: transportation costs, insurance and other costs that may be related to the delivery of products or services as a result of executing a Transaction.
- 2.6 Any changes to the terms of the Transaction (including editing or annulling the contents of an order) are acceptable only provided that both parties to the Transaction approve them with the use of the Platform mechanisms. If the party to whom it has been suggested that the terms of the

Transaction should be changed or that the Transaction should be annulled, fails to give its express consent for such actions, the parties to the Transaction are obliged to execute it in accordance with the previously agreed conditions.

3. Procedure of submitting offers and replies to received offers

3.1 A User may submit an offer:

3.1.1 by filling in, on its own, the offer form available on the Platform and sending it to another User;

3.1.2 as a reply to another User's inquiry;

3.1.3 as a reply to an invitation to participate in an auction created by another User.

3.2 A User, within its own Account, may present its products or services in the catalogue of products and services that is available to the public (including persons other than Platform Users). The fact that the User has placed a given product or service in the catalogue does not mean it has made an offer, but it is an invitation to other Users to make offers related to the purchase of such products or services.

3.3 In order to create an offer on its own, the User should use the form available through the Account, choosing essential elements of the offer (its subject matter, the price) along with its validity period. The default validity period of an offer is thirty (30) days.

3.4 In order to create an offer on the basis of the received inquiry, the User who has obtained the inquiry accepts the provided business terms and conditions and creates its own offer on their basis.

3.5 The moment the User sends an offer to the recipient through the Platform will be considered the moment the offer is submitted.

3.6 A User who has submitted an offer may change its conditions by using the option of updating the offer and sending its modified version to the recipient. However, in order to change the terms of the offer, the User must obtain approval of the proposed change from the offer recipient. If the offer recipient fails to express its consent to suggested changes, the party who submits the offer will be bound by the conditions of the previous offer until its validity period lapses.

3.7 A User who submits an offer may specify its additional conditions in greater detail in the files attached to the offer form. In the case of any discrepancies between the terms specified in the form and the contents of the attachments, it will be assumed that the terms of the form are prevailing, unless the parties to the Transaction expressly state otherwise.

3.8 The Transaction will be executed once the offer recipient approves the terms of the offer and once the party submitting the offer receives information that the offer has been approved, i.e. once the status of the order changes to "pending". Therefore, the parties to the Transaction exclude the application of Article 68² of the Civil Code.

3.9 The User expresses its consent to other Users sending it e-invoices via the Platform.

4. Mechanism of organising auctions

4.1 An auction is a process of executing a Transaction within which the User who organises the auction (the auction organiser), as a result of publishing an invitation to submit the offers,

receives offers submitted by at least two Users (participants). The auctions may be purchase auctions or sale auctions.

4.2 Each auction consists of two stages: auction preparation (establishment of terms and conditions and the choice of its participants) and the bidding, when the participants submit subsequent bids. The conditions for carrying out the bidding are provided for in clauses 4.9 - 4.10 of the Terms and Conditions.

4.3 The auction organiser may create an auction independently or by using an inquiry, which the auction organiser sent earlier to the participants who have submitted their offers in reply to such inquiry.

4.4 If a User creates an auction independently, the User must indicate:

- the subject matter of the auction (both auctions relating to a single or multiple subject matter are acceptable);
- the value at which bidding starts;
- the minimum and maximum bid increment;
- the start date of the auction (the time from which it is possible to submit bids) and its duration (from 20 to 120 minutes);
- if the amount of the best offer so far is to be visible for participants;
- if the auction is to be visible in the publicly available catalogue;
- the period of validity of the offers.

4.5 An auction may be prepared on the basis of offers submitted in reply to the organiser's inquiry. In such a situation the auction organiser does not define its scope (or the item) – they are transferred automatically from the inquiry. The value of a participant's initial offer is equal to the price indicated in its offer submitted in reply to the inquiry. The period in which the offer is to be binding upon the participant is transferred from the offer submitted in reply to the inquiry. The auction that is created on the basis of the inquiry cannot be published in the Platform catalogue and it may only be a purchase auction.

4.6 In order to participate in an auction, a User submits an offer that is binding upon the User subject to the conditions specified by the auction organiser. If the auction is public and a participant reports its willingness to participate in the auction, the auction organiser may, at its own discretion, withdraw an invitation to the auction, sent earlier to the given participant. This activity is possible only to the moment of start of the bidding. If the organiser invited a participant to the auction, it cannot withdraw such invitation.

4.7 The participant may make conditions of its offer more precise by attaching attachments in the form of files. In the case of any discrepancies between the terms specified in the offer form and the contents of the attachments, it is assumed, unless otherwise expressly specified in the offer form, that the terms specified in the form are prevailing.

4.8 A participant may modify an offer submitted to the auction organiser. This activity is possible only at the stage preceding the bidding. The auction organiser may accept an offer that the User has modified to be further processed in the auction, but it is not obliged to do so.

- 4.9 The bidding starts on the date specified by the auction organiser. The price is the only element of the offer that may be changed during the bidding. Once the bidding has commenced, the participants submit their bids through the Platform. Subsequent bids replace previous ones.
- 4.10 The bidding is finished once the auction organiser uses the “finish the bidding” option, either prior to the commencement of the bidding or upon the lapse of the time allocated for its duration, subject to the extension of the auction time if any participant submits a bid less than 3 (three) minutes prior to the end of the time allocated for the bidding. In this case the duration of the bidding is automatically extended for 3 (three) minutes. If the time allocated for an bidding lapses, or the bidding is finished earlier by the auction organiser, the participants cannot submit any further bids.
- 4.11 Once the bidding is finished, the auction organiser assesses the offers that have been submitted. The auction organiser may choose the offer that is most favourable and execute a Transaction with the User who has submitted it, but is not obliged to do so. The auction organiser may choose any of the offers that have been submitted, at its own discretion. The notification on the bidding being finished, sent automatically by the Platform to the participants, does not mean that the organiser has chosen another offer or that it has resigned from the right to use the participant’s offer within the period of its validity. Offers submitted within the bidding are binding upon the participants until the deadline they specified when joining the auction as the offer validity period, even after the bidding is finished.
- 4.12 A Transaction is executed:
- (a) in the case of a purchase auction - once the organiser uses the “place an order” functionality in the auction panel in the “Participants” section, where the participants’ offers are available, provided that the offer validity period has not expired. A participant who has received such an order from the organiser is obliged to update prices of the subject matter of the auction so that the sum of prices for individual items is equal to the aggregate price bid at the auction (or a lower one) and to provide the other party with an offer that has been updated accordingly.
 - (b) in the case of a sale auction - once the participant receives a sale offer from the organiser. The offer recipient is obliged to accept the offer. The User who makes the sale offer, prior to submitting its offer, is obliged to update prices of individual subject matters of auctions so that the sum of prices for individual items is equal to the aggregate price bid at the auction and to provide the other party with an offer that has been updated accordingly.
- 4.13 Updating the offer and adjusting it to the aggregate price bid at the auction are technical actions, aimed at performing the Transaction, but have no impact on its validity or contents. In the case of any discrepancies between the agreed conditions of the Transaction and the contents of representations exchanged subsequently, the conditions of the Transaction will prevail.
- 4.14 The auction organiser is authorised to suspend the bidding for a specific period of time. The organiser should ensure equal treatment of the participants, notifying them of the date at which the auction is to be renewed. The bidding cannot be suspended for a period exceeding the validity period of at least one of the offers submitted at the auction.
- 4.15 In the case of any technical disruptions to the Platform, resulting in the auction or the bidding being discontinued, the offers submitted by the Users prior to the discontinuation of the auction (the bidding) will be binding. The organiser may decide to finish the auction. Any offers submitted during a discontinued auction will be binding upon the participants who submitted them, for the offer validity period.

5. Procedure for the award of public procurement

- 5.1 A Contracting Authority may use the Platform to carry out a procedure for the award of a public procurement in the form of an electronic tender, referred to in Articles 74 - 81 of the PPA. The Contracting Authority independently assesses if a given order fulfils the prerequisites for an electronic tender subject to the terms provided for under the PPA.
- 5.2 The Contracting Authority makes the announcement compliant with Article 75 sec. 2 of the PPA by placing the announcement on the Platform under the agreed address. The Operator does not verify and is not responsible for the contents of the announcement.
- 5.3 The bidders that the Contracting Authority allows to participate in the procedure must execute the Agreement with the Operator and open an Account on the Platform.
- 5.4 During the tender, the offers submitted are automatically classified on the basis of their prices. An offer submitted in the course of a tender ceases to be binding if another contractor has submitted a better offer.
- 5.5 Immediately after the closing of an electronic tender, the Contracting Authority will provide, under the website address provided in the announcement of the public procurement, the name (business name) and address of the bidder whose offer has been chosen.
- 5.6 The Contracting Authority awards public procurement to the bidder who offers the lowest price.

6. Contents published by the Users

- 6.1 The Platform is equipped with a system that records the User's actions. The system counts the User's activity points in accordance with a dynamic IT algorithm, which mostly considers the User's activity on the Platform.
- 6.2 Each party to an executed Transaction may issue an assessment of the Transaction (a credential) related to this Transaction to a contractor, referred to hereinafter as a credential recipient. The credential is 1-5 grade assessment. The party issuing the credential may combine a grade with a verbal description. Both the party issuing the credentials and the recipient decide whether and to what extent publish the credentials as part of their Account's public profile.
- 6.3 The Users may issue recommendations for their contracting parties in relation to the general commercial activity carried out between the parties. Such recommendation may be published as part of the Account's public profile.
- 6.4 Within the User's Account it is possible to post news relating to the User in the company's publicly available profile.
- 6.5 The User cannot, as part of its activities on the Platform, and in particular the actions referred to in clauses 6.1 - 6.4., publish contents that violate provisions of the commonly applicable law or the principles of social coexistence. If the Operator is notified about such violation, the Operator reserves the right to remove such contents, lock out the Account or terminate the Agreement with the User with immediate effect.

7. Remuneration and fees for the Operator

- 7.1 The User's use of the Basic Package Services indicated in Attachment 2 within the specified scope is free of charge.

7.2 The fees and how to pay them in relation to the Operator's provision of the Additional Services will be indicated in the Price List forming Attachment no. 1 or in the Detailed Terms and Conditions.

7.3 The User agrees to receive e-invoices from the Operator via the Platform.

8. Personal Data

8.1 The Operator is the data controller of all the personal data provided by the User in the process of creating the Account and processed thereby during the use of the Platform. The data will be processed in order to perform the Agreement, for analytical and statistical purposes, as well as for other purposes compliant with law. Provision of the data is voluntary, whereas a refusal to provide it may in some cases mean that the Services cannot be provided. The User has the right to review its data and change them.

8.2 The User is obliged to fulfil, on its own, all the obligations, including the obligations to provide information, provided by the Act on Protection of Personal Data of 29 August 1997, in relation to the persons whose personal data it processes, as the data controller, with the use of the Platform.

8.3 When creating an Account on the Platform, the User provides an e-mail address, for the purpose of communicating on the Platform and to allow ING Group and other Users of the Platform to provide it, via email, with commercial information, including offers, invitations to submit offers, invitations to participate in auctions and other similar communications of a commercial nature.

8.4 The User may express its consent to ING Group entities processing its personal data for marketing, analytical and statistical purposes.

8.5 The Platform makes it possible to send communications containing an invitation to use the Platform to a person other than a User. Each time a User invites persons or entities other than the Platform Users to register on the Platform or to undertake actions aimed at executing a Transaction, it should ensure that it has obtained appropriate consent for sending commercial information to the email address used by such a person, in accordance with the provisions of the Act of 22 September 2002 on Electronic Services.

8.6 Without prejudice to the above, the User expresses consent for the processing and analysing of data other than the personal data collected by the Operator, including data related to the Users and the Transaction.

9. The Operator's liability

9.1 The Operator's sole role is to provide mechanisms to allow the execution of Transactions between the Users. In particular, the Operator is not responsible for the Users' actions or non-actions or the Platform Users' declarations made towards other Platform Users or for undue performance or a failure to perform obligations resulting from the Transactions. The Operator will not verify the contents of declarations of will or guarantee their validity and compliance with law.

9.2 The Operator will make every effort to maintain the continuity of the provided Services, but will not be responsible for the Platform's unavailability caused by technical disruption or third parties' actions or non-actions.

- 9.3 The Operator will not be responsible for any damages caused by materials exchanged between parties to Transactions made via the Platform or as a result of the Users exchanging information. The User should always scan received files with antivirus software.
- 9.4 The Operator will make all due efforts to verify the User's identity exclusively as part of the procedures specified in clause 1 of the Terms and Conditions; however, it is not responsible for any effects resulting from the User's use of untrue or unlawful information.
- 9.5 The User, while making certain material, product and service descriptions available within the Account, represents that it has obtained all the relevant authorisations, in particular those related to its proprietary economic copyrights or any licences that have been granted to it, which allow the User to publish, within the Platform, works related to products or services that it offers. The User will be solely responsible for any violations resulting from the failure to hold relevant authorisations.
- 9.6 The Operator's responsibility towards the Platform User, related to undue performance or a failure to perform a Service and a tort related to the provision of the Service, is limited to the amount of one thousand Polish zlotys. In no event will the Operator be held responsible for the User's damage in the form of lost profit or loss of any data.
- 9.7 Any marking that identifies ING Group entities (in particular trademarks) may be used by the User solely upon the prior consent of the Operator, which must be expressed in writing in order to be valid.
- 9.8 Within the Platform it is prohibited to trade in goods or services that have been excluded from trade under provisions of applicable law or that are in violation of such provisions – in particular, the prohibition relates to trading in goods that violate intellectual property rights. Attachment no. 3 hereto constitutes a non-exclusive list of products and services that may not be subject to trade on the Platform.
- 9.9 The User is obliged to hold relevant permits, concessions or authorisations to execute a specific type of a Transaction including to trade in specific goods or services, if it is required to hold such permits, concessions or authorisations under the applicable provisions of law.
- 9.10 The Operator will not monitor or verify the said permits, authorisations or concessions that the User holds, and is not responsible for Transactions executed in violation of provisions that provide for an obligation to hold such authorisations.
- 9.11 The Operator is entitled to block or remove any request for proposal, catalogue item, auction or other content entered by the User, should the Operator determine that the content entered by the User is not consistent with the instructions for creating requests for proposals, auctions or catalogue items or that they raise concerns in terms of their integrity, credibility or consistency with the applicable provisions of law. In such case the Operator will notify the User about the performed activities.
- 9.12 The Operator may introduce editorial changes to the content of the request for proposal, the catalogue item or to any other content entered by the User, to which the User hereby authorises the Operator. Editorial changes serve the purpose of improving the quality of the published content (e.g. correction of misprints) and they do not concern changes that could have an impact on the subject matter of the Transaction (e.g. change of the price or delivery date). In the case of a necessity to introduce content-related changes, such changes may be introduced solely upon a prior consultation with the User that published the request for proposal subject to edition.

10. Account lockout and termination of Agreement with the User

- 10.1 The Agreement between the User and the Operator will expire as a result of:
- (a) the User or the Operator submitting a statement on the termination of the agreement, in which case the notice period will be 30 days;
 - (b) the Operator terminating the agreement, subject to the terms indicated in clause 10.2 of the Terms and Conditions.
- 10.2 The Operator may terminate the Agreement with the User with immediate effect in particular if the Operator establishes that:
- (a) the violation referred to in clause 6.5 of the Terms and Conditions has been committed,
 - (b) the User has provided inaccurate registration data,
 - (c) the ban on providing unlawful contents has been violated, including as regards contents that violate exclusive rights of third parties, in particular in the case referred to in clause 9.8 of the Terms and Conditions.
 - (d) the User has undertaken actions aimed at disrupting the functioning of the Platform IT system,
 - (e) the User has traded in materials that have been excluded from trade under provisions of applicable law or has conducted business activity without relevant consents, authorisations or concessions,
 - (f) the User has undertaken other actions that could bring about damage to other Users or the Operator.
- 10.3 In the cases specified in clause 10.1 a) above, the User is entitled to demand that an appropriate part of the fees paid to the Operator in relation to the use of the Additional Services is repaid to the User, *pro rata* to the period left until the completion of services in accordance with the terms for providing the Additional Service.
- 10.4 Irrespective of the above rights, the Operator is entitled to lock the User out of its Account, due to the reasons indicated in clause 10.2 of the Terms and Conditions or if the Operator suspects that a person who has not been authorised by the User is using the User's Account.
- 10.5 As a result of the Account lockout, it is impossible to log in to the Account, or to execute Transactions. In order to remove the lockout, the User should contact the Platform administrator. The Operator has the right to retain the Account lockout that has been applied, until a decision is taken to terminate the Agreement pursuant to the conditions indicated in clause 10.2 of the Terms and Conditions.
- 10.6 In relation to the Account lockout, the User has no right to raise any compensation claim against the Operator.
- ## **11. Complaints**
- 11.1 A complaint relating to the Operator's failure to perform or duly perform the Services should be sent to the following e-mail address: pomoc@aleo.pl and it should contain the User's data such

as: first name and surname, or the business name, description of a situation constituting grounds for the complaint and its suggested solution.

- 11.2 The Operator will reply to such a complaint within 21 days of the date of its receipt or – in the case of receiving an incomplete complaint or a complaint that lacks any information that is significant for its consideration – the Operator will call the User to provide additional information related to the complaint and will examine the complaint within 21 days of the receipt of such information.

12. Technical requirements

- 12.1 In order to use the Platform, the User must have an ICT device with access to the Internet and one of the following web browsers:

- Microsoft Internet Explorer version 7 or newer
- Mozilla Firefox version 14 or newer,
- Google Chrome version 19 or newer,
- Apple Safari version 5 or newer,

- 12.2 The User is obliged to adjust the uploaded image files to the format required by the Platform. The images may be automatically modified by the Platform IT systems.

13. Amendments to the Terms and Conditions

- 13.1 The Operator has the right to amend the Terms and Conditions by notifying the User, with an internal communication, sent to the User's Account by the Platform IT mechanism. The communication will contain the wording of the introduced amendment.

- 13.2 If the User fails to make a statement that it objects to the introduced amendment within 7 (seven) days of the day of the receipt of the communication on the amendment to the Terms and Conditions, it will be deemed that the User accepts the new wording of the Terms and Conditions.

- 13.3 No amendment to the Terms and Conditions will have an impact on Transactions that have been executed subject to previously applicable Terms and Conditions.

- 13.4 If the User makes a statement that it objects to the amendment to the Terms and Conditions, the Agreement will be terminated on the date the new Terms and Conditions enter into force. Provisions of clause 10.3 of the Terms and Conditions will apply accordingly.

14. Other provisions

- 14.1 Any matters that have been left unregulated in these Terms and Conditions will be governed by Polish law.

- 14.2 The Operator may assign rights and obligations resulting from the Agreement to any third party without the User's consent.

- 14.3 Any matters related to any claims resulting from the Terms and Conditions will be resolved by the court with local jurisdiction over the Operator's seat.

- 14.4 The Terms and Conditions will come into force on 15 May 2014.

14.5 The Polish language version of the Terms and Conditions is the only that shall be binding. For the avoidance of doubt, English language version is published solely for the User's convenience and is not binding.

14.6 The following attachments constitute an integral part of the Terms and Conditions:

Attachment no. 1. Price List

Gross prices in Polish zlotys.

| | |
|-----------------------------------|----------------|
| Use of the Basic Package Services | free of charge |
| | |

Attachment no. 2. Basic Package Services

| | Verified Account | Unverified Account |
|--|------------------|--------------------|
| Logging | Yes | Yes |
| Reviewing public details | Yes | Yes |
| Posting news | Yes | Yes |
| Following | Yes | Yes |
| Internal communication | Yes | Yes |
| Creating auctions/inquiries (a working copy) | Yes | Yes |
| Publishing auctions/inquiries | Yes | No |
| Submitting offers within an auction /inquiry | Yes | No |
| Submitting offers without a call | Yes | No |
| Receiving offers | Yes | Yes |
| Creating the catalogue (editing) | Yes | Yes |
| Publishing the catalogue | Yes | No |
| Ordering from the catalogue | Yes | No |
| Ordering from the received offers | Yes | No |
| Receiving orders | Yes | No |
| Applying for a financial rating | Yes | Yes |
| Publishing the financial rating | Yes | No |

Attachment no. 3. List of items and services that may not be offered on Aleo

The following items and services may not be subject to trade on the Platform:

- Firearms and ammunition pursuant to the Act of 21 May 1999 on Weapons and Ammunition and any components thereof or accessories thereto as well as air guns if the muzzle energy exceeds 17 J
- Products and technologies for military or police purposes within the meaning of the Act of 22 June 2001.
- Animal specimens listed in the provisions of the Council Regulation (EC) no. 338/97 of 9 December 1996 on the Protection of Species of Wild Fauna and Flora
- Narcotics or similar abusive substances, psychotropic substances, steroids, substances subject to medical prescription, medicinal products not authorised for placing on the market on the territory of the Republic of Poland
- Tobacco products
- Advertisements concerning the sale / purchase against payment, and intermediary services in the sale / purchase against payment of cells, tissues, organs for the purpose of transplanting the same pursuant to the Act of 1 July 2005 on the Retrieval, Storage and Transplantation of Cells, Tissues and Organs
- Items infringing the intellectual property rights, including copyrights, industrial property rights or rights to databases
- Items that are related to fascist content or content promoting a totalitarian system of state or inciting hatred based on national, ethnic, racial, religious differences or due to the lack of religious beliefs
- Items or devices used to breed laboratory animals used in the cosmetics industry or fur animals
- Items containing pornographic content or services whose description indicates an erotic nature
- Gambling offers including online gambling
- Services consisting in redirecting Internet traffic including link exchange systems
- Databases containing lists of e-mail addresses, personal data, identification numbers which may constitute personal data
- Accounts or social media profiles including services related to the social media profiles or accounts such as offers for the sale of “likes”
- Software used for an automatic dispatch of marketing content to e-mail addresses or for collecting e-mail addresses
- Software used for downloading copyrighted contents
- Documents of official nature, their electronic copies or electronic publications containing collections of personal data
- Products inconsistent with the general requirements specified by the Office of Electronic Communications pursuant to the Act of 30 August 2002 on the Conformity Assessment System
- Electronic devices that interfere with the mobile telephone signal or GPS or interfere with the functioning of radars or laser sensors
- Devices or software for modifying odometers