

Terms and Conditions of the Aleo platform

These Terms and Conditions of the Aleo platform govern your use of the Platform, as defined below, and at the same time govern your legal relation with ING Usługi dla Biznesu S.A. Your access to the Platform and use of its functionalities should always be in compliance with these Terms of Conditions.

IMPORTANT: By accepting these Terms and Conditions you enter into a legally binding agreement with the Operator.

1. Definitions

Account

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

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 Additional Terms and Conditions.

Additional 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 Additional Terms and Conditions are specified in the Terms and Conditions.

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.

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.

Extremely High Risk Countries

mean countries such as: Cuba, Iran, Sudan, Syria, North Korea. The list of countries indicated in the previous sentence may be amended by the Operator by way of amending the Terms and Conditions as indicated in clauses 14.1 to 14.4 of the Terms and Conditions.

ING Group

entities related to the Operator or ING Bank Śląski S.A. or their shareholders or affiliates which constitute a capital group within the meaning of the applicable provisions of law and any other entities located in Poland or in any other country that are or will be connected financially, organizationally or personally to ING Bank Śląski S. A., its shareholders or affiliates.

ING Online System

an e-banking system allowing electronic access to a bank account, transactions and other functionalities maintained by some of the entities from ING Group.

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 no. KRS 0000408358, REGON (statistical number): 242834901, NIP (taxpayer identification number): 6342805313, e-mail address: [●]@aleo.pl.

Platform

an IT system that fulfils the function of a B2B (“business to business”) e-commerce platform, available to the Users under the ALEO brand, and available particularly under www.aleo.com, owned and managed by the Operator.

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.

Terms and Conditions

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

The Contracting Authority

a User who is a contracting authority within the meaning of the applicable provisions of law related to public procurement.

Transaction

each agreement, including a sales or rent agreement, executed between the Users through the Platform and in compliance with the terms specified in 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 having its registered office in a country other than an Ultra High Risk Country that, under the provisions of the applicable law, has legal capacity and is fully entitled to undertake legal acts and entered into the Agreement and provided true and accurate information required by the Operator during the process of registration on the Platform. A consumer within the meaning of the applicable law, particularly a person whose activity is not connected to a professional or business activity, may not be a User of the Platform.

Verified Account

an 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”.

2. Creating the Account and using the Services

- 2.1 In order to create the Account, the User must fill in the registration form available on the Platform by entering basic registration data related to the business activity carried out by the User, for example and not limited to: taxpayer identification number, statistical number,

telephone number, business name, legal form, address (street, number, code, town) and the name, surname and an e-mail address of the person creating the Account on behalf of and for the User.

- 2.2 The provided address of the business activity should be identical to the entry in the relevant register related to the business activity, if such register exists in the country where the User has its registered seat. The User should provide the e-mail address used for the purposes of its business activity.
- 2.3 While registering the Account the User independently chooses an access password to the Account, which should be kept secret. The User will be fully responsible for all legal consequences resulting from obtaining access and using the Account by persons using the User's password.
- 2.4 Due to the professional nature of the Platform, natural persons who do not carry out business activity may not register the User's Account and thus be a party to the Agreement.
- 2.5 The User may not 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 within the meaning of the applicable provisions of law.
- 2.6 The Account may be created (and thus the Agreement concluded) only by a person authorised to make such declarations of will within the User's organisational structure or by a person holding a relevant power of attorney to carry out such activity.
- 2.7 In order to create an Account, the User must express its consent to being bound by the Terms and Conditions by ticking the box "I accept the Terms and Conditions" in the registration form available during the process of creating the Account. The acceptance of the Terms and Conditions will signify entering into the Agreement.
- 2.8 The Account will be activated once the User clicks the registration confirmation link, which will be sent to the User's e-mail address provided upon registration. It is impossible to use the Account until it is activated.
- 2.9 In order to use the Services that are available only to a holder of a Verified Account, the User should confirm its identity to the Operator. The process of verification may vary from country to country and will be described by the Operator in the electronic communication directed to the User during the process of registration on the Platform.
- 2.10 The registration process and the verification process described in clauses 2.1 – 2.9 above are not required from Users who use the Platform by logging in from the ING Online System. However, the User may start using the Platform only after accepting the Terms and Conditions by ticking the appropriate box 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 Online System is always a Verified Account.
- 2.11 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 is 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 block the Account and to terminate the Agreement under the terms specified in clause 10 of the Terms and Conditions.

- 2.12 Any person may report an abuse concerning 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 the business activity carried out by the reporting person. Such abuse may be reported using the “report an abuse” option available on the Platform or through the internal communication mechanism available on the Platform.
- 2.13 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. The User may hold only one Account on the Platform.
- 2.14 If required by the applicable provisions of law, the User will be required in every case to provide the Operator with an excerpt from the relevant companies register and a copy of the passport or other identity document of one of the persons authorised to represent the User.

3. Transactions

- 3.1 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 requests for proposal, to make commercial offers, to organise auctions or participate in auctions aimed at carrying out a Transaction.
- 3.2 The User will ensure that 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 activity carried out on the Platform, including authorisations to execute Transactions.
- 3.3 If a special form has to be preserved (for instance written form or the form of a notarial deed), as required under the 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.
- 3.4 If in the further provisions of the Terms and Conditions, a given effect results from an activity undertaken by the User (for instance acceptance, approval of the offer), it is assumed that all the activities result from the User using an appropriate functionality of the Platform, available to the User once it is logged into its Account.
- 3.5 Unless the contracting parties expressly agree otherwise prior to the execution of the Transaction:
- 3.5.1 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 electronic bidding, referred to in clause 5 hereof is a gross price.
- 3.5.2 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.
- 3.5.3 If required under the applicable provisions of law, when referring to prices the Users shall, to the extent possible, indicate which taxes and delivery costs apply to the auction or commercial offer presented in the form of a catalogue of products or services offered by that User.

- 3.6 Any changes to the terms of the Transaction (including editing or annulling the contents of an order) are permissible solely on the condition that both parties to the Transaction approve such changes 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 to such actions, the parties to the Transaction are obliged to execute the Transaction in accordance with the previously agreed conditions.
- 3.7 The currency of all Transactions and offers shall be determined by the User organising the auctions or presenting the commercial offer in the form of a catalogue of products or services, and shall be deemed accepted by the User taking part in the Transaction. The currency conversion available on the Platform is only for information purposes and is based on the rates of European Central Bank.
- 3.8 The User taking part in the Transaction represents and warrants that it will provide other Users participating in the Transaction with any and all information required by the provisions of law applicable in the country where the User organizing the Transaction is established or any other applicable law, including any information on the goods or services subject to the Transaction.

4. Procedure of submitting offers and replies to received offers

- 4.1 A User may submit an offer:
- 4.1.1 by filling in, on its own, the offer form available on the Platform and sending it to another User;
 - 4.1.2 as a reply to another User's request for proposal;
 - 4.1.3 as a reply to an invitation to participate in an auction created by another User.
- 4.2 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 to 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 for other Users to make offers related to the purchase of such products or services.
- 4.3 In order to create an offer on its own, the User should use the form available through the Account and select the 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.
- 4.4 In order to create an offer on the basis of the received request for proposal, the User who has obtained the request for proposal accepts the provided business terms and conditions and creates its own offer on their basis.
- 4.5 The User will place an offer upon sending such offer to the recipient through the Platform.
- 4.6 A User who has submitted an offer may change its terms by using the option of updating the offer and sending its modified version to the recipient. However, a suggested change may be introduced to the terms of the offer only upon the recipient's approval. If the recipient of the offer fails to express its consent to the suggested changes, the party who submits the offer will be bound by the conditions of the previous offer until the lapse of its validity period.
- 4.7 A User who submits an offer may specify its additional terms 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 prevail, unless the parties to the Transaction expressly state otherwise.

4.8 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 being the subject matter of the Transaction changes to “pending”.

4.9 The User expresses its consent to receiving electronic invoices from other Users by means of the Platform mechanisms.

5. Mechanism of organising auctions

5.1 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 (auction participants). The auctions may be purchase auctions or sales auctions.

5.2 Each auction consists of two stages: auction preparation (establishment of the terms and conditions and the choice of its participants) and the bidding during which the participants submit subsequent bids. The terms of carrying out the bidding are provided for in clauses 5.9 - 5.10 of the Terms and Conditions.

5.3 The auction organiser may create an auction independently or by means of a request for a proposal previously sent by the auction organiser to the bidders who have submitted their offers in reply to such request for proposal.

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

- the subject matter of the auction (auctions relating to a single subject matter or multiple subject matters are possible);
- 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 the auction participants;
- if the auction is to be visible in the publicly available catalogue;
- the validity period of the offers.

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

5.6 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 expresses its willingness to participate in the auction, the auction organiser may, at its own discretion, withdraw an invitation to the auction that has been previously sent to the given participant. Such activity is possible only until the start of the bidding. If the organiser invited a participant to the auction, it may not withdraw such invitation.

5.7 The participant may make the conditions of its offer more precise by adding 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 prevail.

- 5.8 An auction participant may modify an offer submitted to the auction organiser. This activity is possible only before the start of the bidding. The auction organiser may accept an offer modified by the User for further participation in the auction, but it is not obliged to do so.
- 5.9 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 modify and replace previous ones.
- 5.10 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 the bidding lapses, or the bidding is finished earlier by the auction organiser, the participants cannot submit any further bids.
- 5.11 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 offer that has been submitted, at its own discretion. The notification on the bidding being finished, sent automatically by the Platform to the auction 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 auction participants until the deadline they specified as the offer validity period when joining the auction, even after the bidding is finished.
- 5.12 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. An auction 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 the prices for the 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 sales auction – once the participant receives a sales offer placed by the auction organiser. The offer recipient is obliged to accept such offer. A User who places a sales offer referred to above, prior to submitting its offer, is obliged to update the prices of the individual subject matters of the auctions so that the sum of the 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.
- 5.13 The activities related to updating the offer and adjusting it to the aggregate price bid at the auction, referred to above, are technical activities, aimed at performing the Transaction, which have no impact on its validity or contents. In the case of any discrepancies between the agreed terms of the Transaction and the contents of representations exchanged at a later time, the terms of the Transaction will prevail.
- 5.14 The auction organiser is authorised to suspend the bidding for a specified period of time. The organiser should ensure equal treatment of the auction participants and notify 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.

- 5.15 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.

6. Procedure for the award of a public procurement contract

- 6.1 If it is compliant with the applicable law, a Contracting Authority may use the Platform to carry out a procedure for the award of a public procurement contract in the form of an electronic tender, in line with the applicable law. The Contracting Authority independently assesses if a given order fulfils the prerequisites for an electronic tender subject to the terms provided for under the applicable law.
- 6.2 The Contracting Authority makes an announcement consistent with the applicable law, 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.
- 6.3 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.
- 6.4 During the tender, the offers submitted by the contractors are automatically classified on the basis of their price. An offer submitted in the course of a tender ceases to be binding if another contractor has submitted a better offer.
- 6.5 If required under the applicable law, 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.
- 6.6 The Contracting Authority awards the public procurement contract to the bidder who offers the lowest price, unless the applicable law provides other requirements.
- 6.7 The Contracting Party and the User are required to fulfil all the respective requirements arising from the applicable law governing the public procurement procedure.

7. Contents published by the Users

- 7.1 The Platform is equipped with a modern mechanism which awards points for the User's activity on the Platform. The mechanism counts the User's activity points in accordance with a dynamic IT algorithm, which mostly considers the User's activity on the Platform.
- 7.2 Each party to an executed Transaction may issue an assessment of the Transaction (a credential) related to this Transaction for a contractor, hereinafter referred to as the credential recipient. The credential is a 1-5 grade assessment. The party issuing the credential may combine the grade with a verbal description. Both the party issuing the credentials and the recipient decide whether and to what extent they wish to publish the credentials as part of their Account's public profile.
- 7.3 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 'User's public profile.
- 7.4 It is possible to post updates concerning the User on the User's Account in the company's publicly available profile.

7.5 The User may not, as part of its activities on the Platform, and in particular the activities referred to in clauses 7.1 - 7.4, publish contents (including, but not limited to, pictures, text, documents or other materials or information) that violate the provisions of the applicable law, rights of third parties, the principles of social coexistence, are harmful, offensive or otherwise inappropriate. 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.

7.6 The Operator has no technical and organisational capability to monitor or verify on a constant and regular basis the content uploaded by the User to the Platform. If a User or any other person or entity discovers that the contents uploaded by the User may violate clause 7.5 above, or any other provisions of the Agreement or these Terms and Conditions, it should contact the Operator by means of a relevant contact form available on the Platform. In case of representing a third party, a person or entity mentioned in the last sentence of this clause should provide the Operator with a relevant power-of-attorney in writing or other valid authorization to represent such third party, without undue delay.

8. Remuneration and fees for the Operator

8.1 The use of the Basic Package Services indicated in Attachment 2 within the specified scope is free of charge for the User.

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

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

9. Personal Data

9.1 The Operator is the data controller of all the personal data provided by the User in the process of creating an 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 the law. The provision of data is voluntary, however, a refusal to provide the data may in some cases mean that the Services cannot be provided. The User has the right to review and change its data.

9.2 The User is obliged to fulfil, on its own, all obligations, including obligations to provide information, under the applicable law, in relation to the persons whose personal data it processes, as the data controller, with the use of the Platform.

9.3 While creating an Account on the Platform, the User provides an e-mail address for the purposes of communicating on the Platform and in order to receive commercial information, including offers, invitations to submit offers, invitations to participate in auctions and other similar communications of commercial nature from the ING Group and other Users of the Platform.

9.4 The Platform allows sending messages with 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, if applicable, it has obtained appropriate consent for sending commercial information to the email address used by such person, in accordance with the applicable law.

9.5 Without prejudice to the above, the User consents to the processing and analysing of data other than the personal data collected by the Operator, including data related to the Users and Transactions.

10. The Operator's liability

- 10.1 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 omissions or the Platform Users' declarations made towards other Platform Users or for the improper performance or failure to perform obligations resulting from the Transactions or the content uploaded by the User on the Platform. The Operator will not verify the contents of the declarations of will or guarantee their validity and compliance with law.
- 10.2 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 disruptions or the actions or omissions of third parties.
- 10.3 The Operator will not be responsible for any damages caused by materials exchanged between parties to Transactions via the Platform or as a result of the Users exchanging information. The User should always scan received files with antivirus software.
- 10.4 The Operator will make all due efforts to verify the User's identity exclusively as part of the procedures specified in clause 2 of the Terms and Conditions; however, the Operator is not responsible for any results of the utilisation of untrue or unlawful information by the User.
- 10.5 The User, while making certain materials, product and service descriptions available on the Account, represents that it has obtained all the relevant authorisations, in particular those related to its commercial 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 offered thereby. The User will be solely responsible for any violations resulting from the failure to hold relevant authorisations.
- 10.6 The Operator's responsibility towards the Platform User, related to the improper performance or failure to perform a Service and any 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.
- 10.7 Any markings that identify 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.
- 10.8 It is prohibited to trade in goods or services on the Platform that have been excluded from trade under provisions of the applicable law or that are in violation of such provisions – in particular, this 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.
- 10.9 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.
- 10.10 The Operator will not monitor or verify the said permits, authorisations or concessions held by the User, and is not responsible for Transactions executed in violation of the provisions that provide for an obligation to hold such authorisations.
- 10.11 The Operator is entitled to block or remove any request for proposal, catalogue item, auction or other content entered by the User, including content described in clause 7.5 above, should the Operator determine that the content entered by the User is not consistent with this Agreement, 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.

- 10.12 The Operator may introduce editorial changes to the contents 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.
- 10.13 The Operator shall not be held liable for the content uploaded by the User (including content specified in clause 7.5 above) or third party content, nor shall the Operator be liable for any damage or other failures resulting from any defects of the Platform by the User's software or hardware or their incompatibility with the Platform; the Operator shall also not be liable for damage resulting from the fact that the Internet was not available or malfunctioning.
- 10.14 The limitation of liability does not apply to cases of mandatory statutory liability, in particular liability under the product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

11. Account lockout and termination of the Agreement with the User

- 11.1 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 11.2 of the Terms and Conditions.
- 11.2 The Operator may terminate the Agreement with the User with immediate effect in particular if the Operator establishes that:
- (a) a 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 10.8 of the Terms and Conditions.
 - (d) the User has undertaken actions aimed at disrupting the functioning of the Platform's IT system,
 - (e) the User has traded in materials that have been excluded from trade under the 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.
- 11.3 In the cases specified in clause 11.1 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 of providing the Additional Service.
- 11.4 Notwithstanding the above rights, the Operator is entitled to block the User's Account, due to the reasons indicated in clause 11.2 of the Terms and Conditions or if the Operator suspects that a person it has not authorised is using its Account.

- 11.5 As a result of the Account lockout, it is impossible to log in to the Account and as a consequence in particular 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 clause 11.2 of the Terms and Conditions.
- 11.6 The Operator acting in accordance with Polish, European or international law with respect to sanctions imposed by, among others, the European Union, United Nations and the United States does not engage in relations with some countries on which sanctions were imposed as well as entities from or related to such countries. The Operator will lockout the Account and terminate the Agreement with immediate effect if, following a periodic inspection carried out by the Operator or on the basis of information obtained from a different source, it is discovered that the User registered on the Platform has its seat or is controlled or represented, directly or indirectly, by an entity or a person that has its seat or place of residence in one of the Ultra High Risk Countries, as well as if the aforementioned entities or persons are included in the European Union, the United States or the United Nations sanction list.
- 11.7 In the event of an Account lockout due to reasons specified in clause 11.6 above, the offers, requests for proposals, or any other activity carried out in respect of the Account related to an ongoing and not concluded Transaction will be blocked by the Operator due to a violation of the Terms and Conditions and will be considered null and void on the date of the lockout. In particular, the offers and requests for proposals submitted by the User whose Account has been locked out due to the reasons specified in clause 11.6 above will not be considered as binding for the recipient of such offer or request for proposal.
- 11.8 In the event of an Account lockout due to reasons specified in the Terms and Conditions, and in particular in the event of such lockout and termination of the Agreement due to the reasons specified in clause 11.6 above, the User whose Account was locked out or the Agreement was terminated with, as well as the User that received the offer or request for proposal from the aforementioned User, shall not raise any claims, including claims concerning compensation, damages or loss of profit, against the Operator or any of the entities from ING Group, to the extent permitted by the applicable law, in relation to such lockout of the Account, termination of the Agreement or such offer or request for proposal.

12. Complaints

- 12.1 A complaint relating to the non-performance or the improper performance of the Services by the Operator should be sent to the Operator by means of a contact form available on the Platform and should contain the User's data such as: first name and surname or business name, description of the situation constituting the grounds for the complaint and its suggested solution.
- 12.2 The Operator will reply to such 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 necessary for its consideration – the Operator will request the User to provide additional information related to the complaint and will examine the complaint within 21 days of the receipt of such information.

13. Technical requirements

- 13.1 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.
- 13.2 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's IT mechanisms.

14. Amendments to the Terms and Conditions

- 14.1 The Operator has the right to amend the Terms and Conditions by notifying the User, with an internal message, sent to the User's Account by means of the Platform's IT mechanism or by sending a message directly to the e-mail address indicated by the User. The message will contain the full wording of the new version of the Terms and Conditions with an indication of the introduced amendments or an address of a website where the new version of the Terms and Conditions was posted.
- 14.2 If the User does not submit a statement that it objects to the introduced amendments within 7 (seven) days from the receipt of the communication on the amendment of the Terms and Conditions, it will be deemed that the User accepts the new wording of the Terms and Conditions.
- 14.3 No amendment to the Terms and Conditions will have an impact on Transactions that have been executed under the previously applicable Terms and Conditions.
- 14.4 If the User submits an objection to the Terms and Conditions, the Agreement will be terminated on the date the new Terms and Conditions enter into force. The provisions of clause 11.3 of the Terms and Conditions will apply accordingly.

15. Other provisions

- 15.1 Any matters left unregulated in the Terms and Conditions will be governed by Polish law.
- 15.2 The Operator may assign rights and obligations resulting from the Agreement to any third party without the User's consent.
- 15.3 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. If the choice of the court based on the first sentence of this clause 14.3 shall be considered ineffective (void) due to any reason, all disputes arising out of or in connection with the Terms and Conditions, including all disputes regarding the existence, validity, effectiveness and interpretation of Terms and Conditions, shall be finally resolved by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with the rules of this court. The arbitration shall take place in Warsaw. The language of the arbitration shall be English and the judgment shall be final and binding upon the User and the Operator. The arbitrators shall interpret the Terms and Conditions on the basis of Polish law.
- 15.4 If any actual or future provision or part of a provision of the Terms and Conditions is deemed invalid or unenforceable in whole or in part, for any reason at present or in the future, such invalidity or unenforceability shall not affect the enforceability of any of the remaining provisions hereof. The Terms and Conditions shall be construed pursuant to the provisions of law, as if such unenforceable provision was never contained herein, and the Operator and the User shall commence negotiations in good faith in order to rephrase such provision so that it is enforceable and effective, and reflects the Operators' and the Users' intentions at the time of the conclusion of the Terms and Conditions.
- 15.5 The English language version of the Terms and Conditions is the only binding version. For the avoidance of doubt, any other language versions that are or will be published by the Operator, are solely for the User's convenience and are not binding.
- 15.6 The Terms and Conditions will come into force on 30th September 2014.

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

Attachment no. 1. Price List

Gross prices:.

Use of the Basic Package Services	free of charge
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Attachment no. 2. Basic Package Services

	Verified Account	Unverified Account
Log in	Yes	Yes
Reviewing public details	Yes	Yes
Posting updates	Yes	Yes
Following	Yes	Yes
Internal communication	Yes	Yes
Creating auctions/requests for proposals (a working copy)	Yes	Yes
Publishing auctions/requests for proposals	Yes	No
Submitting offers in an auction /request for proposal	Yes	No
Submitting offers without a call	Yes	No
Receiving offers	Yes	Yes
Creating a catalogue (editing)	Yes	Yes
Publishing a catalogue	Yes	No
Ordering from a 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, ammunition within the meaning of applicable law, 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 applicable law.

- 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
- 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
- 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
- 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
- Cultural property if their trade violates the applicable law
- Dual use goods referred to in Appendix 1 to Council Regulation (EC) No. 428/2009 of 5 May 2009 (at least within the scope related to their export)
- Nuclear and radioactive materials
- Transportation, storage and disposal services of spent nuclear fuel
- Services and equipment related to genetic engineering
- Human or animal organs
- Services and equipment related to the production of natural gas and oil from shale formations,

- Services related to scrapping vessels in India, Bangladesh and Pakistan, including vessel transportation services to such countries for scrapping purposes.