

Terms and Conditions of the ALEO.com platform

These Terms and Conditions of the ALEO.com platform govern your use of the Platform, as defined below, and at the same time govern legal relations between the User and ING Uslugi dla Biznesu S.A. The access to the Platform and use of its functionalities should always be in compliance with these Terms and Conditions.

IMPORTANT: By accepting these Terms and Conditions means entering into a legally binding Agreement with the Operator.

1. Definitions

Auction

may have a form of a Purchase Auction or a Sales Auction.

Purchase Auction

online negotiations during which suppliers during Auction in progress, lower their price Offers to place the most attractive bid and conclude the purchase transaction. For the Auction to take place, at least two suppliers must take part.

Sales Auction

online negotiations during which suppliers during Auction in progress, raise their price Offers to place the most attractive bid and conclude the sales transaction.

Bank

ING Bank Śląski S. A., with its seat in Katowice at ul. Sokolska 34, 40-086 Katowice, entered into the register of the National Court Register kept by the District Court in Katowice, VII Commercial Division of the National Court Register, under the number KRS 0000005459, REGON: 271514909, NIP: 6340135475.

Electronic Banking ING

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

Price List

Attachment no. 1 to the Terms and Conditions, indicating what Services are included in particular Packages and the amount of remuneration due to the Operator in relation to providing thereof.

Offer Form

A form available via the Account, used by the User to create Offers.

Working Day

means the day on which the Bank performs banking operations and may implement the provisions of the Supplier Financing Agreement, and in the case of financing receivables in currencies other than PLN - the day on which banks with their registered offices in the main domestic market of a given currency are open for business.

Supplier Financing

a financing program offered by the Bank via the Platform, allowing the Supplier to receive payment for the indicated debts before their due date, as well as the Recipient to finance the indicated debts after their due date.

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.

Account

a separate section of the Platform attributed to a given User, accessible by the User upon the provision of a password and an ID. Under conditions specified by the Operator in these Terms and Conditions or stated otherwise, Operator is entitled to allow User to use additional identification numbers or passwords assigned to the account as its integral part. The account allows the User to manage User-related information and to carry out legal and factual actions ascribed to the given User.

Confirmed Account

an account for which the User's identity has been confirmed. The confirmation of the User's identity is optional. For the avoidance of doubt, the Platform may be used by the Users that do not hold a Confirmed Account. The Operator supports the secure use of the Platform and aims to create a trustworthy environment for professional trade. For that reason, the Operator reserves the right to limit, in certain cases, the functionalities that may be used by Users that do not have Confirmed Accounts without stating any reason for the above limitation.

Ultra High Risk Countries

are countries: Cuba, Iran, Sudan, Syria, North Korea.

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: support@aleo.com.

Privacy Statement

an electronic document available via the Platform at <https://aleo.com/pl/o-platformie/polityka-prywatnosci> containing detailed information on the principles of personal data processing and protection by the Operator in connection with the operation of the Platform.

Package

a range of Services provided by the Operator with a specific function and about defined in the Price List.

Platform

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

Terms and Conditions

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

Additional Terms and Conditions

an e-document, available through the Platform, which the Operator may use to Offer new Services, discounts, rebates, promotions related to the use of the Services, change the scope of the Start 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.

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. In order for a Transaction to be in force, the User is not required to hold a Confirmed Account, unless otherwise stated in this Terms and Conditions.

Agreement

the Agreement for the provision of the Services executed between the Operator and the User or the Non-Registered User upon the User's or Non-Registered User's approval of the Terms and Conditions.

Service

each service provided by the Operator via the Platform to the Non-Registered Users, while certain Services are provided to the Users within the Packages.

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.

Non-Registered 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 with the Operator but did not register at the Platform. A consumer within the meaning of the applicable law, particularly a person whose activity and use of the Platform is not connected to a professional or business activity, may not be a Non-Registered User of the Platform and may not use the functionalities Offered by the Platform.

Private person

a natural person who does not conduct business activity and uses the Platform for information purposes.

Contracting Authority

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

Permanent RFPs

Requests of the User including the information on the potential intention of entering a Transaction, indicating a subject of the Transaction, filed with the use of an adequate form and targeted at other Users.

Request For Proposal

Requests of the User including the information on the potential intention of entering a Transaction, indicating a subject of the Transaction, filed with the use of an adequate form and targeted at other Users. Request for Proposal can be closed, in case when its directed to limited(specified) number of Users("Closed Request for Proposal") or open, in case when its directed to an unlimited number of Users("Open Request for Proposal")

Declaration on privacy protection

electronic document available on the ALEO.com platform, under the address: https://aleo.com/pl_en/about-the-platform/privacy-policy including detailed information concerning rules of processing and protection of personal data by the Operator regarding management of the platform.

GDPR

regulation of the European Parliament and the Council (EU) 2016/679 from 27th April 2016 on the

protection of natural persons regarding processing of personal data and on simple transfer of these data and repeal of the directive 95/46/EC (general regulation on data protection).

2. Terms of using the Services

1. The Operator enables using the Services via the Platform to the Users and Non-Registered Users. The Users use the Services through the Account, opened in accordance with Clause 3 of the Terms and Conditions.
2. The range of the Services provided to the Users in particular Packages and fees connected therewith are set in the Price List. If a Service is not indicated in the Price List as payable, it is provided for free. The terms of paying the fees are set in Clause 12 of the Terms and Conditions.
3. In case of paying the required fee in accordance to the Price List, the User receives the access to the Package sent to the first period chosen by the User. The access shall be automatically prolonged for another period. The User may at any time resign from the prolongation of the payable Package for another period via a form available at the Platform.
4. Failing to pay the fee by the User within the required deadline effects in deactivation of the payable Package and returning to providing by the Operator Start Package.
5. The User may resign from using the payable Package when it is in force by contacting the Operator. In such a case the User is not entitled to the refund of the paid fee for the binding period.
6. Should the User resign from the payable Package during the Package Period, the User is not entitled to the refund of the paid fee.
7. Packages are active since the moment of being made available in 30 days (monthly) or 365 days (annual) periods. For the chosen Packages, the Operator may apply free trial periods whose duration shall be specified by the Operator.

3. Creating the Account

1. 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 any relations with entities originating from certain countries (particularly those defined under these Terms and Conditions as Ultra High Risk Countries) on which sanctions were imposed, as well as entities originating or financially related to such countries, nor does it Offer any services to such entities.
2. 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, among others: 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. In order to simplify the process of creating the Account, the Operator may download the registration data including, the data referred to in the preceding sentence from publicly available registers which provide data about undertakings or legal entities and may assign such data to the created Account.
3. 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.
4. While registering the Account the User independently chooses an access password to the Account, which must be kept secret and must not be shared. The User will be fully responsible for all legal and real consequences resulting from obtaining access (or the other identifiers assigned to the Account) and using the Account by persons that log in to the system through their passwords (or through other passwords assigned to the specific identifier).
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. In order to obtain the status of a holder of a Confirmed Account, the User should confirm its identity to the Operator in line with the Operator's instructions. The process of confirmation 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, or after this process.
11. The registration process and the confirmation process described in clauses 3.1 – 3.10 above are not required from Users who use the Platform by logging in from the Electronic Banking ING. 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 Electronic Banking ING is always a Confirmed Account.
12. In the case of any doubts related to the accuracy or completeness of the registration data or data provided by the User, the Operator reserves the right to reject creating the Account and entering into the Agreement, or when doubts relate to Account already created. The Operator is entitled to block and to terminate the Agreement concerning the rules mentioned in pt. 15 of the Terms of Use.. The Operator may request that the accuracy of such data is confirmed throughout the life of the Account.
13. 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, as well as concerning any added false opinion or eroding third parties' rights in any other way. 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.
14. 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.
15. 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.

4. Transactions

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.
2. 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. 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.
4. Unless the contracting parties expressly agree otherwise prior to the execution of the Transaction:

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 8 hereof is a gross price.
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. 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.
5. 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.
6. 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.
7. 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.
5. **Service of the access to data concerning entrepreneurs, enterprises and public tenders**
 1. On the terms specified herein, the Operator provides a service to the Users and Non-Registered Users which, at the choice of the User or the Non-Registered User, may consist in:
 1. allowing access by means of the Platform's functionalities to the data concerning legal entities or natural persons from readily available resources, among others from public registers (including the KRS Companies Register and CEIDG and Financial Portal operated by the Ministry of Justice) regarding carrying out business activity by the same whereas legal persons and natural persons, whose data is made available by the means of the platform, does not have to be the Users. The data constituting public sector information is processed in a manner consisting in placing them on the Platform in the document template specified by the Operator;
 2. allowing access to information on public tenders organised by entities obliged to do so under the law applicable to their activity, which is made available by means of certain publicly available sources.
 2. The Operator process the data mentioned in the cluse 5.1 above - including personal data by the means of GDPR, in the character of administrator of this data - exclusively within the data from readily available resources, including data being a subject to entering to public registers. Regarding the source of the data, this data is made available for information (reference) purposes only and may contain errors, inaccuracies or other shortcomings for which the Operator is not liable to the broadest extent possible that is permitted by the applicable law. Particularly, data presented by the Operator, data should not be a sole basis of any business decisions or any other decisions, as well as the cannot be treated as recommendation to take any actions or fail to act, particularly to start or stop business relations or any other relation.
 3. The data referred to in clause 5.1. above, including personal data, are processed in information cause connected with promulgation of data concerning running a business, based on the legitimate interests of the Operator. More information on the legitimate interests of the Operator is available in the Privacy Statement.
 4. In any cases concerning processing of personal data, including data from public registers, particularly in using the rights concerning processing of personal data, Inspector for the Protection of Data chosen by the Operator may be contacted by e-mail: abi.uslugi@ingdlabiznesu.pl oraz in writing to the legal seat of the Operator (best with (best with the postscript "GDPR").

5. More information about processing of personal data, including data from public registers, available in the Declaration of privacy protection.
6. The User and the Non-Registered User undertake to use the functionalities referred to in clauses 5.1 in a manner which does not interfere in any way with the operation of the sources that provide data made available to obtain by means of the Platform as well as with the operation of the Platform itself.

6. Procedure of submitting Offers and replies to received Offers

1. A User may submit an Offer:
 1. by filling in, on its own, the Offer Form available on the Platform and sending it to another User;
 2. as a reply to another User's Request For Proposal;
 3. as a reply to an invitation to participate in an Auction created by another User;
 4. within the Permanent RFPs.
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), products and services catalogue. 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 contact and place Requests For Proposals
3. In order to create an Offer on its own, the User should use the Offer Form available through the Account and select the essential elements of the Offer (its subject matter, the price) along with its validity period.
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.
5. The User will place an Offer upon sending such Offer to the recipient through the Platform.
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 of the Offer. 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.
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 Offer 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.
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”.
9. The User expresses its consent to receiving electronic invoices from other Users by means of the Platform mechanisms.

7. Auction

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.
2. Each Auction consists of two stages: Auction preparation (establishment of the terms and conditions and the choice of its participants) publication and the bidding during which the participants submit subsequent bids. The terms of carrying out the bidding are provided for in clauses 7.8 - 7.10 of the Terms and Conditions.
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.

4. 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. 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.
6. 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 Offer Form.
7. 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.
8. 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.
9. 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 automatic 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.

8. **Electronic bidding within the procedure for the award of a public procurement contract**

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.
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.
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.
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.
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. The Contracting Authority awards the public procurement contract to the bidder who Offers the lowest price, unless the applicable law provides other requirements.
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.

9. **Supplier Financing**

1. **General information**

1. FSupplier Financing is a factoring service provided by the Bank under the Agreement on Reverse Purchase of Receivables (Supplier Financing) with the use of the functionalities available via the Platform. It gives the Suppliers the possibility to obtain funds from the receivables registered and confirmed via the Platform against the Buyers before their maturity date; it also gives the Buyers the possibility to postpone the repayment date of the receivables registered and confirmed via the Platform.
2. For the purposes of regulating the matters relating to Supplier Financing, the following additional definitions shall be used:

Cost of Financing

the cost of Supplier Financing borne by the Supplier instructing the financing of receivables via the Platform resulting from effecting of the Purchase Instruction placed by the Supplier, calculated and charged in keeping with the rules set out in item 9.2 herein.

Supplier

User being the supplier of the goods or services offered to the Buyers and at the same time being the creditor of the receivables that arose thereunder, registered and confirmed via the Platform with regard to the Supplier Financing.

Purchase Instruction

Financing instruction of the specified receivable registered and confirmed via the Platform, placed as part of Supplier Financing. Purchase Instruction may be placed by:

- Supplier – by accepting the terms and conditions of financing of the specified receivable before its maturity date and sending the electronic financing instruction to the Bank via the Platform, or
- Buyer – by registering and confirming the specified receivable via the Platform before its maturity date; in such a case the instruction shall be effected by the Bank at the maturity date of the said receivable by extending the date of repayment by the Buyer to the Bank.

As a result of the effected Purchase Instruction, the Bank shall transfer the funds to the account number indicated in the Purchase Instruction.

Buyer

User being the recipient of the goods or services offered by the Suppliers and at the same time being their debtor due to the receivables that arose thereunder, registered and confirmed via the Platform with regard to the Supplier Financing.

Supplier's Representation

document available via the Platform, containing the terms and conditions of placing and effecting Purchase Instructions by the Supplier with regard to the Supplier Financing. Its acceptance by the Supplier is required before each Purchase Instruction is placed.

Agreement on Reverse Purchase of Receivables (Supplier Financing)

Agreement on receivables purchase by way of subrogation, concluded between the Buyer and the Bank, specifying the terms and conditions of using the Supplier Financing, in particular the amount of the granted limit, currencies of the financed receivables, price conditions, data of the persons authorised by the Buyer to manage the Supplier Financing.

3. The option to place Purchase Instruction by the Supplier via the Platform is in particular conditioned by meeting the following:
 1. The Supplier is the User holding the Confirmed Account;
 2. Entering by the Supplier and the Buyer into a relationship via the Platform which enables exchange of transactional data;
 3. The Supplier is the User approved by the Bank.
4. The option to place Purchase Instruction by the Buyer via the Platform is in particular conditioned by meeting the following:
 1. The Buyer is the User holding the Confirmed Account;
 2. The Buyer has the right to place Purchase Instructions under the Agreement on Reverse Purchase of Receivables (Supplier Financing) (the agreement has the "active" status).
2. **General terms and conditions of disbursement and acquisition of the receivables by the Bank**
 1. The Bank shall finance only the receivables documented with a VAT invoice or an equivalent document confirming the existence of the receivable, registered and confirmed via the Platform, which in particular satisfy the following requirements:
 1. they are indisputable, undue and they are not overdue, and
 2. they are not subject of purchase by another buyer, they are free from any encumbrances for third parties which is each time confirmed via the Platform in relation to a particular receivable by: the Buyer by confirming the receivable and the Supplier by placing the Purchase Instruction.
 2. The receivable may be registered via the Platform by the Buyer or the Supplier unless the Buyer blocks this option in relation to the particular Supplier.

3. The receivable shall be repaid to the Supplier on condition that it has been confirmed by the Buyer via the Platform – in part or in entirety. Should the Buyer confirm a part of the receivable, the Bank shall disburse the confirmed part to the Supplier.
4. The Bank has the right to refuse to disburse the indicated receivable without providing the reason therefore.
5. The disbursement of the receivables in part or in entirety by the Bank to the Supplier results in the Bank acquiring the creditor's rights, as per Article 518 §1 item 3 of the Civil Code, to the full financing amount despite having charged the Cost of Financing by the Bank.
3. **Receivables acquisition by the Bank and its disbursement to the Supplier under the Purchase Instruction placed by the Supplier**
 1. By placing the Purchase Instruction, the Supplier each time represents that:
 1. they accept the fact that all settlements and exchange of information and documents relating to the instruction of financing of the particular receivable shall only be processed via the Platform,
 2. the terms and conditions of the receivables acquisition by the Bank are subject to the Polish law,
 3. they act as the duly represented entity and their representations are valid and legally effective with regard to the Bank, the Buyer and the third parties.
 2. The Bank calculates and charges the Cost of Financing arising from disbursement of each receivable to the Supplier before the maturity date under the Purchase Instruction; the Cost of Financing is deducted from the financing amount.
 3. The Cost of Financing, as specified each time to the Supplier via the Platform, includes:
 1. relevant average monthly reference rate for the currency (1M) from the month preceding the disbursement of funds to the Supplier, increased by the Bank's margin set out in the Agreement on Reverse Purchase of Receivables (Supplier Financing),
 2. amount- or percentage-based fee on the confirmed financing amount, if applicable, and
 3. the Buyer's margin, if applicable.
 4. The Cost of Financing shall be increased with the effective VAT rate expressed in PLN.
 5. For each receivable financed under the Supplier Financing, the Buyer has the right to include in it the Buyer's margin which is one of the elements of the Cost of Financing and which is a potential income of the Buyer, should the Supplier instruct the receivable financing in keeping with the provisions of the Agreement on Reverse Purchase of Receivables (Supplier Financing).
 6. Disbursement of the receivables expressed in PLN shall be effected no later than on the Business Day following the date of placing the Purchase Instruction.
 7. WDisbursement of receivables expressed in foreign currencies shall be effected not later than within three (3) Business Days following the date of placing the Purchase Instruction.
4. **Receivables acquisition by the Bank and its disbursement to the Supplier under the Purchase Instruction placed by the Buyer**
 1. The Purchase Instruction placed by the Buyer is processed in keeping with the provisions of the Agreement on Reverse Purchase of Receivables (Supplier Financing).
5. **Exchange of data with regard to Supplier Financing**
 1. In keeping with the rules set out herein, the Operator provides the Users, being Buyers and Suppliers using the Supplier Financing, with the access (including downloading) via the Platform to the data of the trading transactions made by the parties (including to the data on the receivables registered via the Platform) and to the data on the Suppliers' and Buyers' business activity (including the tax identification numbers, email addresses, telephone numbers and physical addresses).
 2. The data referred to in item 1 hereinabove, including the personal data, are processed by the Bank, which is the processor of the data, for the purposes relating to the Supplier Financing, including the tax purposes relating to the effected financing. For more information on personal data processing at the Bank visit <https://www.ingbank.pl/indywidualni/tabele-i-regulaminy/regulacje/ochrona-danych-osobowych>.

3. By placing the Purchase Instruction, the Supplier and Buyer respectfully authorise the Operator to provide the Bank with all the information necessary for using the Supplier Financing, including to making transactions of receivables financing and issuing a VAT invoice for the provided services by the Bank (including the data of the person in charge of making the transaction); they also authorise the Bank to transfer this information by the Bank to the counterparty (the other party to the agreement) as regards to the Supplier Financing.
4. By placing the Purchase Instruction, the Supplier and Buyer respectfully authorise the Bank to provide the Operator with all information relating to the Supplier Financing, including the information on the Supplier (Buyer) being bank secrecy as per Article 104.1 of the Banking Law in order to offer, conclude and perform the services provided by the Operator.
5. The User of the Supplier Financing represents that they have familiarised themselves with the information of the data processor available at the Bank website and which is execution of the obligation to provide information resulting from Articles 14.1 and 14.2 of GDPR in relation to processing of the personal data by the User after its reception from the Operator.

6. The rules of issuing invoices for Supplier Financing

1. The Bank shall issue VAT invoices to the Buyers and the Suppliers for financing as part of the Supplier Financing.
2. The VAT invoice shall document the Bank's remuneration for all the receivables purchased by the Bank in a given settlement period.
3. The Bank shall issue and send the invoices to the Supplier in the electronic form in the PDF format, signed with a secure electronic signature, verified with a valid qualified certificate guaranteeing the authenticity of their origin, integrity of their contents and their legibility within the meaning of Article 106 of the Value-Added Tax Act of 11 March 2004.
4. The invoices shall be sent to the Supplier's email address indicated on the Platform in the Supplier Financing tab as the address dedicated for this purpose (according to the company data provided on the Platform), with the frequency stated on the Platform. The email delivery address should be the address of a mailing group with more than one recipient.
5. The Supplier may change the email address and the frequency of sending the electronic invoices via the Platform; the changes shall apply as of the following settlement period.
6. The invoices to the Buyer shall be issued and delivered in keeping with the provisions of the Agreement on Reverse Purchase of Receivables (Supplier Financing).
7. Should the data necessary for the Bank to correctly deliver the invoices change, the User shall provide the new data in the required form without delay.
8. The Bank shall not be liable for unsuccessful delivery of the electronic invoice if the Bank is not informed of the correct delivery email.

7. Responsibility

1. The Bank shall not be liable for incorrect functioning of the Platform and any damages resulting therefrom
2. Any and all complaints concerning functioning of the Platform should be sent to the following email address pomoc@aleo.com. The message should contain the following data:
 1. name and surname of the User,
 2. detailed description of the issue.

10. System of recommendation and evaluation of Users

1. 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.
2. Under the rules of the Terms of Use, the Operator make available publishing opinions about others Users and Non-Registered Users to the Users and Non-Registered Users. The Operator makes available responding to the opinion by adding a comment to evaluated Users. Opinion and response

for the opinion published by the User, as well as the opinion of the Non-Registered User is public and available on the platform, and the User or the Non-Registered User is full responsible for publishing the content. Opinion, as well as response for the opinion is provided with the name of the User and the first name and last name of the person evaluating or responding for this opinion.

3. In order to add an opinion as a company, it's necessary to provide a Tax ID and email address. This function is available for Registered Users. In order to add an opinion as a private person, it is necessary to show email address and designation of a person who adds the opinion like name and last name or pseudonym.
4. Adding marketing and advertising content, as well as offensive, vulgar and any other content violating the rights of third parties in the opinions or responses to the opinions, is strictly prohibited.
5. Clause 3.13 of the Terms of Use is applied accordingly to applications in the subject of opinions published by Non-Registered Users.
6. In order to preserve transparency of the platform, particularly to make available response to the opinion, the Operator can inform the evaluated company about the publication of opinion on its profile. The User, as well as the Non-Registered User accept that content published by them are not anonymous and does not reconcile the rights of evaluated companies, concerning its subjective character.
7. Integration of social media plugins, particularly using the function based on verification of data through the social media service, may involve accessing the information concerning this integration by the social media service, for example information about logging in into the Platform.

11. Content published by the Users and Non-Registered Users

1. It is possible to post updates concerning the User on the User's Account in the company's publicly available profile.
2. The User, as well as the Non-Registered User, may not, within their activities on the Platform, and in particular the activities referred to in clause 9, publish content (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 content, block access to it, lock out the Account or terminate the Agreement with the User with immediate effect.
3. The Operator has no technical and organisational capability to monitor or verify on a constant and regular basis the content uploaded by the User or the Non-Registered User to the Platform. If a User or a Non-Registered User or any other person or entity discovers that the contents, particularly opinions, uploaded by the User may violate clause 11.2 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.
4. Registered or Non-Registered Users are required to use the Platform in accordance with applicable law, these Terms and Conditions and the Additional Terms and Conditions as well as to the moral principles decorum/good manners. It is forbidden to perform any actions that hinder or prevent the registered or unregistered User from using the Platform or any of its functionalities. It is prohibited to send internal messages, Offers, invitations to sale Auctions, Requests For Proposal and electronic messages of the unsolicited form or manner that is in an unwarranted amount of the normal use of the Platform or in a manner likely to cause nuisance to any other Platform User, Non-Registered User or the Operator. The Operator reserves the right to move electronic messages and other information sent by the User through the Platform not in accordance with the Terms and Conditions to the box marked "Spam" or remove them.

12. Remuneration and fees for the Operator

1. The User may pay the fee choosing one of the following ways available at the Platform:
 - a) payment by a traditional transfer or other electronic transfer;
 - b) electronic transfer of the rapid transfer or payment card via PayU system ("PayU service").

2. In order to provide PayU Service, the Operator shall pass the following personal data of the Users, necessary to provide PayU service: IP address, e-mail address, name, surname, code of the country, name (company) of the entrepreneur, Personal Identification Number. Within the scope of PayU service, PayU is the administrator of the personal data of the Users transferred from the Operator to PayU, independent from the Operator defined in GDPR.
3. Personal data of the Users transferred from the Operator to PayU shall be processed in accordance with applicable law, including the provisions of GDPR.
4. The User expresses the consent to receive electronic invoices from the Operator via the Platform's mechanisms.
5. The Supplier Financing fees paid to the Bank by the Recipient are specified in the Supplier Financing Agreement and charged by the Bank on the terms and conditions specified therein. The fees paid by the Supplier to the Bank are specified in the Supplier Financing module available on the Platform before ordering a given debt for financing, and they are charged in accordance with the rules described in the Regulations and in the Supplier's Statement.

13. Personal Data of Users and Non-Registered Users

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 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.
 2. The Operator is the administrator of personal data of User (provided and generated during the process of account creating and while using the Platform, among others the information about activity of the User on the Platform), as well as of the Non-Registered User (accessible through the Platform).
 3. Personal data of the User is processed in order to make and execute an agreement, as well as for purposes concerning conducting statistical surveys, analytical and User satisfaction research, as well as for other purposes specified in the Declaration of privacy protection. Personal data of the Non-Registered User is processed in order to use the Platform, among others regarding adding an opinion on the Platform, as well as for other purposes specified in the Declaration of privacy protection.
 4. The Operator can process personal data of the User and Non-Registered User for products and services direct marketing purposes, including using of profiling operations, under the rules specified in the Declaration of privacy policy.
 5. Legal basis of processing of personal data of the User and Non-Registered User is:
 - a) necessity of processing to make and execute an agreement (among others communication with the user in order to send commercial offers, invitations to submit offers, invitations to take part in auctions and other similar messages regarding functioning of the Platform);
 - b) realization of legal obligations to the Operator, including the ones resulting from the act on provision of the electronic services (among others consideration of the complaint and reporting of abuse within the Platform);
 - c) realization of legitimate interests of the Operator (among others communication with the Non-Registered User through the websites, including chat);
 - d) realization of legitimate interests of the Operator and other ING Group companies (which means presentation of its products and services) and additionally an agreement – regarding electronic and phone communication channel in connection with direct marketing of products and services).
- More information about the legal basis of processing of personal data by the Operator, including legitimate interests realized by the Operator, available in the Declaration of privacy policy.
6. Personal data of the User is stored during the entire contract, after its termination – until the claims are time-barred (this period results from the Civil Codex). Personal data of the Non-Registered User is stored until the claims regarding using the Platform are time-barred.

7. Personal data of the User and the Non-Registered User can be transferred to:
- a) subjects operating on the basis of legal provisions (public authority), including, among others, Prosecutors Office, Police and Tax Office – regarding realization of legal obligations to the Operator (for example regarding possible abuse within the Platform);
 - b) subjects providing IT services (for example providing hosting of websites) for the Operator and other companies of ING Group – within the scope necessary to realization of these services.
- More information about transferring personal data by the Operator including its transferring outside of the European Economic Area, available in Declaration of privacy policy.
8. Using the Platform is voluntary. However, providing personal data regarding creating an Account is necessary to make, and therefore execute the agreement – without providing personal data making and execution of this type of agreement is not possible.
9. Regarding the processing of personal data of the User and the Non-Registered have specified rights, including: (i) right to access the personal data concerning the User (Non-Registered User); (ii) right to correct the data; (iii) right to delete the data; (iv) right to limit processing of the data; (v) right to transfer the data; (vi) right to object the processing of the data (within the scope, where the processing of personal data is realization of legitimate interests); (vii) right to cancel the agreement at any moment (within the scope where the basis of the processing of personal data is the agreement) – under the rules specified in the legal provisions on protection of personal data, including GDPR provisions.
10. The User and the Non-Registered user have right to lodge a complaint to the authority inspecting the compliance with the regulations of legal provisions on personal data protection.
11. In cases regarding processing of personal data, particularly using of the rights of the User and the Non-Registered User regarding the processing of personal data, Inspector for the protection of data can be contacted by the e-mail abi.uslugi@ingdlabiznesu.pl or in writing to the legal seat of the Operator (best with the postscript “GDPR”).
12. More information about the User’s and Non-Registered User’s rights regarding processing of their personal data, available in the Declaration of privacy protection.
13. The User is obliged to fulfil all the obligations on his own, including information obligations, prescribed in the regulations on personal data protections, including GDPR, to people, whose personal data is processed within the Platform – as data administrator independent from the Operator.
14. 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 legal basis allowing sending information to the email address used by such person, in accordance with the applicable law.

14. The Operator’s liability

1. The Operator’s sole role is to provide mechanisms to allow the execution of Transactions between the Users and Supplier Financing service. 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, including opinions, uploaded by the User on the Platform. The Operator will not verify the contents of the declarations of will or knowledge or guarantee their validity and compliance with law.
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.
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.
4. The Operator will make all due efforts to verify the User’s identity exclusively as part of the procedures specified in clause 3 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.

5. The User, while making certain materials, product and service descriptions, as well as published opinions, 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.
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.
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.
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. 2 hereto constitutes a non-exclusive list of products and services that may not be subject to trade on the Platform.
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. 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.
11. The Operator is entitled to block or remove any Request For Proposal, catalogue item, Auction, opinion or other content entered by the User, including content described in clause 11.2 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, opinions 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.
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.
13. The Operator shall not be held liable for the content uploaded by the User 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.
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.
15. The Operator is not liable for any fiscal results of using the Platform encumbering the User, including in particular the results of using by the User all Offered by the Operator Special Offers and Trial Periods.

15. **Copyright and other Operator's rights**

1. The Platform as well as other materials (inter alia text, graphics, specification of information including Offers and bidding, product catalogue and other) created by the Operator or the entities from the ING Group and made available on the Platform may constitute a work within the meaning of Article 1 of the Act dated 4 February 1994 on Copyright and Related Rights or a database within the meaning of Article 2 section 1 item 1 of the Act dated 27 July 2001 on the Protection of Databases and as such are subject to legal protection.

2. The User as well as the Non-Registered User may use the works or databases that are available on the Platform as well as other materials referred to in clause 14.1 solely within the scope necessary for the performance of the Agreement, including the use of the Platform's functionalities.
3. Subject to clause 15.2 above the User and the Non-Registered User is not authorised in particular to:
 - a) within the scope of recording and reproduction – produce copies of the work by means of a given technique including printing, reprography, magnetic recording and digital technique;
 - b) within the scope of trading in the original or copies on which the work has been recorded – market, lend or rent out the original or copies;
 - c) within the scope of dissemination of the work in a manner other than specified in item 15.2 – screen, replay or communicate a work to the public in such a way that any person may access the work at a place and time of their choice,
 - d) permanently or temporarily reproduce a computer program by any means and in any form, in part or in whole; insofar as loading, displaying, running, transmission or storage of a computer program necessitate its reproduction, such acts shall be subject to authorisation by the Operator or another entity;
 - e) translate, adapt, arrange or otherwise alter a computer program, without prejudice to the rights of the person who alters the program;
 - f) spread, including loan or fee, the computer programme or its copy.
4. In accordance with Article 7 section 1 of the Act on the Protection of Databases the Operator hereby declares that it does not authorise downloading or secondary use by the User or Non-Registered User for any purpose of a significant, in terms of quality or quantity, part of any database that the Operator is a producer of.
5. The Operator declares that in the event of discovering a violation of its rights to the Platform, including materials indicated in clause 15.1 hereof, it will with all firmness exercise its rights under the Act on Copyright and Related Rights, Act on the Protection of Databases, Industrial Property Right as well as under the Act dated 16 April 1993 on Combating Unfair Competition and other Acts.

16. **Account lockout and termination of Agreement with the User**

1. The Agreement between the User and the Operator will expire as a result of:
 - a) submitting a statement on the termination of the Agreement, with the notice period of 30 days;
 - b) submitting statement on the termination of the Agreement by the Operator with the notice period of 30 days;
 - c) the Operator terminating the Agreement, subject to the terms indicated in clause 14.2 of the Terms and Conditions.
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 10.2 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 8.5 of the Terms and Conditions.
 - d) the violation of the clause 10.4 of these Terms and Conditions, including Users' actions aimed at disrupting the functioning of the Platform's IT system, or causing other registered or unregistered Users or Operator difficulties to use the Platform

- 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.
 - g) sending electronic messages, Offers, invitations to sale Auctions and Requests For Proposal to other users that are not in accordance with these Terms and Conditions.
 - h) fact that the User registered on the Platform has its business seat or is controlled by or represented by directly or indirectly by an entity or a person having a business seat or place of residence on one of Ultra High Risk Countries, also in case when the above mentioned entities or persons are on the sanction list implemented by the European Union, the United States or the United Nations.
 - i) violation by the User the rules of social symbiosis and good trade practices;
 - j) violation by the User the rules of giving opinion or response for the offer, particularly by including any marketing or advertising content in them, as well as offensive, vulgar or any eroding third parties' rights or generally applicable law.
3. In the cases specified in clause 16.1 b above, the User is entitled the right to demand that an appropriate part of the fees paid to the Operator in relation to the use of the paid Services is repaid to the User, pro rata to the period left until the completion of services. In other cases the Operator is not obliged to refund the fees paid for the Operator
 4. Regardless of the above rights, the Operator is entitled to block the User's Account, if the Operator suspects that a person that is not authorised is using its Account.
 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 16 of the Terms and Conditions.
 6. In the event of an Account lockout due to reasons specified in clause 16.2 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 15.2 above will not be considered as binding for the recipient of such Offer or Request For Proposal.
 7. 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 16.2 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

17. Complaints

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.
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.

18. Technical requirements

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 11 or newer,
 - Mozilla Firefox version 52, 60 i 67 - 69
 - Google Chrome version 49, 71-77,
 - Apple Safari version 11 and 12
 - Microsoft Edge version 17 and 18
 - Opera version 62 or newer,
 - Samsung Internet versions 9.2, 9.4, 10.1.
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.

19. Amendments to the Terms and Conditions

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.
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.
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.
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 16 of the Terms and Conditions will apply accordingly.
5. The change of the confirmation process described in clauses 3.1 to 3.9 above, as well as the limitation of the functionalities available to Users without a Confirmed Account, shall not be considered as an amendment of these Terms and Conditions and does not require the User's consent. Information published by the Operator on the Platform, including using text messaging ("Chat") with Users or Non-registered Users do not constitute an amendment of the Terms & Conditions. In the event of a discrepancy between the information published by the Operator on the Platform (including within the chat communication) the Terms & Conditions shall prevail.

20. Other provisions

1. Any matters left unregulated in the Terms and Conditions will be governed by Polish law.
2. The Operator may assign rights resulting from the Agreement to any third party without the User's consent.
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 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 Polish 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.
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.

5. Timezone suitable to all activities, including transactions and other operations processed by the Operator, User or Non-Registered User using the Platform is CET.
6. The Polish 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.
7. The Terms and Conditions will come into force on 17th May 2018.
8. The following attachments constitute an integral part of the Terms and Conditions:

ZAttachment no. 1. Price List

Function	Package START	Package PRO	Package PRO+
Company profile	+	+	+
Access to excerpts from the National Court Register and CEIDG	+	+	+
Open Requests for Proposal	-	+	+
Advanced Users configuration	-	+	+
Managing Users	+ (2 per company, no limits for recipient using Supplier Financing)	+ (10 per company no limits for recipient using Supplier)	+ (no limits)
Open Requests for Proposal	+ (2 in a month)	+	+
Incognito Request for proposal	-	+ (2 in a quarter)	+ (5 in a quarter)
Closed Requests for proposal	-	+	+
Purchase Auctions	-	+ (10 in a month)	+ (no limits)
Consultant's care over inquiries	+	+	+
Sending automatic notifications to suppliers	+	+	+
Support of consultants in obtaining offers for inquiries	-	+ (5 inquiries in a month)	+
Report feedback from supplier market	-	-	+
Notification about inquiries in the watched categories	+	+	+
Offers submissions	+	+	+

Catalogue of products and services	+ (up to 100 products)	+ (up to 1000 products)	+ (no limits)
Monitoring of the Offer's position in inquiry offer	+	+	+
Notifications about public tenders	-	+	+
Promoting the company in the search results	-	-	+
Sales Auctions	-	+ (10 in a month)	+ (no limits)
Package monthly fee	free	not applicable*	499 zł
Package annual fee	free	999 zł	4999 zł
Package monthly fee in the special Offer "ING Clients have it better" described in attachment no. 3	free	not applicable*	299 zł
Package annual fee in the special Offer "ING Clients have it better" described in attachment no. 3.	free	499 zł	2999 zł

* Pro is only available on an annual basis

Attachment no. 2. List of items and services that may not be Offered on ALEO.com

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, including e-cigarretes and other relative products, innovative tobacco products, herbal tobacco products, tobacco and other products or their parts, brought to market is regulated by Act of Protections of Health Against the Effects of Use of Tobacco and Tobacco Products from 9th November 1995.
- 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.

Attachment no 3. Terms and Conditions of the Special Offer “ING Clients have it better”

1. These Terms and Conditions of the Special Offer specifies the range and conditions of the Special Offer provided by ING Usługi dla Biznesu S.A. via the ALEO.com Platform (“Special Offer”) and targeted at Clients of ING Bank Śląski S.A (hereinfrom „Bank”)
2. The Special Offer consists in making the Package Pro or Package Pro+ available at the price set in the table below.

	Package PRO	Package PRO+
Package monthly fee for ING Clients	not applicable *	299 zł
Package annual fee for ING Clients	499 zł	2999 zł

- 3.
4. * Pro is only available on an annual basis
4. Entitled to benefit from the Special Offer are the Bank’s Clients who:

a)logged to platform using ING Electronic Banking

or

b) Submitted in the Bank a consent to transfer to ING Usługi dla Biznesu S.A. information under banking confidence

5. Users indicated in point 3b shall be embraced by the Special Offer through an automatic access granted by the Operator of Package PRO on the Special Offer terms.
6. Users indicated in point 3a shall be embraced by the Special Offer having submitted, by the use of the Platform's mechanisms, an order to make Package PRO available on the Special Offer terms.
7. The Participant uses the packages under the terms and conditions, provided that the costs are documented in accordance with the price list in point 2 above, for an indefinite period ("Promotion Period")./li>
8. The promotion starts on March 12, 2019 and lasts for an indefinite period until the Operator enters it.