

## Terms of Service of online Services via Odealo Portal (Terms of Service)

### Section 1 Definitions

**Portal Owner** – ODEALO Spółka z ograniczoną odpowiedzialnością Spółka komandytowa, headquartered in Kraków, address: J. Conrada 51, 31-357 Kraków, entered in the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Division of the National, Court Register under the number 0000638725, with tax identification number NIP: 6783162666, REGON: 365494539;

**Odealo or Portal** – an online, open platform run by the Portal Owner, on the terms specified in the Terms of Service, which is available within odealo.com domain, allowing individual distance communication using data transmission between ICT systems, and in particular electronic mail;

**Account** – a collection of resources kept for the User under a unique name (login), in which User's details and information about their activities within Odealo is stored;

**User** – a natural person, with full legal capacity, who gained access to the services provided by the Portal Owner in the Portal as a result of the entry into the Agreement on the terms specified in the Terms of Service, who is a consumer as defined in the Civil Code, not concluding Transactions in connection with their economic activity; Users include both Sellers and Buyers;

**Credits (abbreviation "CR")** – means of exchange issued by the Portal Owner in order to perform the obligations under Transactions made via the Portal between its Users;

**Diamonds** – a form of payment issued by the Portal Owner for services related to Offer promotion and advertising;

**Goods** – virtual items or services used and/or created and/or made available in computer games;

**Use Agreement** – an agreement concluded between the User and the Portal Owner, the subject-matter of which are services provided by the Portal Owner and/or concluding Transactions in the Portal, using Credits as a means of exchange, under the terms specified in the Terms of Service;

**Trust Agreement** – an agreement concluded between the User and the Portal Owner, the subject-matter of which is the safekeeping of funds entrusted by the User to the Portal Owner;

**Offer** – proposal of the conclusion of a contract of sale of the Goods under the terms set by the Seller, in particular containing the price and description of the offered Goods, using elements available in the Portal;

**Transaction** – a contract for purchase and sale of Goods concluded and executed between the Users within Odealo, using Credits as the means of exchange;

**Funds** – United States dollars;

**Services** – services provided electronically, under the provisions for electronic services, in the Portal by the Portal Owner, including services allowing transactions via the Portal, and services related to Offer promotion and advertising that are provided through the sale of Diamonds;

**Payment Portal** – institutions authorized to issue electronic money and offering payment services with its use in accordance with the applicable laws, such as Skrill or PayPal or payment cards;

**Civil Code** – the Act of 23 April 1964 Civil Code. (consolidated text: Journal of Laws of 2016 item 380, as amended);

**Schedule of Service Fees** – information available on the Portal on the fees payable to the Portal Owner on account of User's activities specified therein;

**Privacy Policy** – regulations on the collection, processing, and keeping of Users' personal data, which can be found at <http://www.odealo.com/privacy-policy/>.

## **Section 2**

### **User Account and authorization**

#### **§ 1**

1. In order to register an Account, a User fills in a form on the Portal, stating: their e-mail address, Account name, and password for logging in. After Account registration, the User receives an email with a confirmation of the Account registration.
2. After Account registration, the User can obtain the following types of Account authorization by filling in a form on the Portal website. Each level of authorization involves obtaining, by the User, rights to perform below specified steps, under the Use and Trust Agreements. In order to reach a particular level of authorization, the User must provide personal data and/or provide a document verifying identity and/or any other required in the form, whereby:
  - a. the first level of authorization - the User provides their name and address; the level allows the purchase of goods via the Portal with the payments(deposits) limit of 20(twenty) Credits per day, a total of 200(two hundred) Credits a month, entrusting cash for safekeeping, to submit offers without their value limit;
  - b. the second level of authorization – entering the User's mobile phone number - the payments(deposits) limit is increased to 50(fifty) Credits per day, a total of 500(five hundred) Credits per month, User receives the right to make withdrawals of funds entrusted for safekeeping within the Portal, on the User's account opened at the payment portals Skrill, Paypal, Webmoney or other, on the principles defined in § 27 paragraph. 9 of Portal's Terms of Service;
  - c. the third level of authorization - provide a copy of User's ID with a photo, and a copy of any other document that contains the User's address - the payments(deposits) limit is increased to 100(one hundred) Credits per day, a total of 1,000 (one thousand) Credits per month;
  - d. the fourth level of authorization - verification of credit card or bank account (image should include such contents of the credit card, bank statement or other forms of verification approved at the user's request by the Portal Owner, which allow specifying the ownership of the specified payment method) - the

payments(deposits) limit is increased to 500(five hundred) Credits per day, a total of 2,500 (two thousand five hundred) Credits per month;

- e. the fifth level of authorization - individual verification made by the Portal Owner on the basis of available data of the User including the length of time of the use the Portal - no payments(deposits) limits made via the Portal.

## **§ 2**

The Account authorized in the manner referred to in § 1 above, after positive verification of the data provided by the User, will be marked with an icon visible to all Odealo visitors, corresponding to the level of authorization.

## **Section 3 Agreements**

### **§ 3**

1. Upon confirmation of the authenticity of the data provided in the form at the first stage of authorization and after submission of the required statements, an e-mail will be sent to the address specified by the User, confirming acceptance of the provided data, containing a link to these Terms of Service, the Privacy Policy, the Schedule of Service Fees, along with other information/documents required by law;
2. On receiving the authorization at the first level, referred to in § 1(2)(a), the User, by clicking the activation link received in the e-mail referred to in paragraph 1 above, concludes the Use Agreement and the Trust Agreement as an additional agreement between the User and the Portal Owner;
3. In order to conclude Transactions, using exclusively Credits as a means of exchange, the User enters into the Trust Agreement.
4. Under the Use Agreement, the Portal Owner undertakes to record and settle Transactions conducted using Credits and other payment units held which have been granted by the Portal Owner on the basis of separate agreements.

### **§ 4**

1. The Safekeeping Agreement is effective from the date of entrusting the funds to the Portal Owner for safekeeping by the User or from the time of their acquisition by the User as a result of a Transaction.
2. Funds entrusted for safekeeping pursuant to the Trust Agreement over its term are owned by the Portal Owner.
3. The User of the Portal shall pay any amount of Funds, but according to the acquired level of authorization, in the way they choose from those authorized by the Portal Owner, i.e.: into the bank account, or an account indicated by the Portal Owner in the chosen Payment Portal as described in § 33.
4. The User makes a payment of Funds, referred to in paragraph 3, from a bank account, account in the Payment Portal or using a payment card belonging to the User. In the case of payment from another bank account, account with a Payment Portal or using a payment card not belonging to the User, the effectiveness of the conclusion of the Trust Agreement depends on the electronic confirmation by the Portal Owner.
5. When the payment, referred to in paragraph 3, is credited, the Portal Owner, under the Use Agreement, allows the User to use the Credits in the amount equal to the amount

of Funds paid (1:1). The Portal Owner records the value of the Funds recognized in the User's Account.

6. Under the Trust Agreement, the Portal Owner undertakes not to dispose of the Funds entrusted for safekeeping and to keep them in a separate bank account or account in the chosen Payment Portal.
7. The User unconditionally and irrevocably authorizes the Portal Owner to deduct from the Funds kept the fees for Services provided within the Portal in accordance with the Schedule of Service Fees.
8. The User waives the right to withdraw the Funds paid in during the term of the Trust Agreement, agreeing to the withdrawal thereof after the termination of the Trust Agreement in part covered by the notice of termination, under the terms of § 27.
9. Schedule of Service Fees shall include the total remuneration for Services with taxes included.
10. After the confirmation of the successful conclusion of the Transaction by the Buyer, using the corresponding function of the Portal, the Seller unconditionally and irrevocably authorizes the Portal Owner to change the status of kept Funds acquired under the settlement of the Transactions made with other Users.
11. Funds are held for a fee, and the fee is determined in the Schedule of Service Fees. The claim for payment of the fee for safekeeping arises and becomes due upon the termination of the Trust Agreement to the extent that the Trust Agreement was terminated.

## **§ 5**

1. Under the Use Agreement, the Portal Owner provides Services via the Portal, without being, in any case, a party to Transactions between the Users.
2. The Portal Owner is not responsible for non-performance or improper performance of the Transactions between the Users and for any acts or omissions of the Users made via the Portal.
3. The Portal Owner is responsible for correct, in technical terms, carrying out of the Transaction by the Portal.

## **Section 4 Use of the Portal**

## **§ 6**

The Users are able to perform the following acts of law via the Portal:

- a. Offering the conclusion of sale Transaction by submitting Offers,
- b. Conclusion of Transaction as a Seller or a Buyer,
- c. Conclusion of the Use Agreement and the Trust Agreements with the Portal Owner,
- d. The use of the Services offered by the Portal Owner.

## **§ 7**

1. A User may not register more than one Account.
2. A User may not use the Accounts to perform any activities violating the provisions of the Terms of Service or the applicable law.

## **§ 8**

The User is not allowed to use the Accounts of other Users and make their Accounts available to other people.

## **§ 9**

Accounts and Credits are non-transferable, subject to a transfer upon express consent of the Portal Owner, or in the case of their inheritance in accordance with applicable law.

## **§ 10**

When the User's Account or activities within the Portal raise legitimate concerns about the violation of the principles laid down in the Terms of Service, violation of rights of third parties, the laws applicable to the Portal Owner and the User, related in particular to an unauthorized acquisition of Account by another person, the Portal Owner may:

- a. condition the use of the Account on the confirmation by the User by relevant documents of their credibility, including the identity, or authorization on the levels referred to in § 1(2),
- b. temporarily restrict access to specific Services provided in the Portal,
- c. suspend for a definite or indefinite period of time the User's Account,
- d. repay, in whole or in part, the Funds paid in by the User.

## **§ 11**

By concluding the Use Agreement and the Trust Agreement, the User agrees to use the Services provided in the Portal, including agreements relating to digital content unsaved on a material carrier, and the supply of which takes place before the expiry of fourteen (14) days from the date of conclusion of the given Agreement, thus accepting the loss of rights to withdraw from the Agreement, that they enjoy in the above period on the basis of legislation protecting the consumers' rights.

## **Section 5 Posting on Odealo**

## **§ 12**

1. Sellers undertake not to place in Transactions any Goods the trade of which violates the laws applicable to the Portal Owner and the User, violates or may violate third party's rights, as well as the placing of which may be considered prejudicial to good morals or principles of social coexistence.
2. If the Offer violates the provisions of the Terms of Service or the laws applicable to the Portal Owner or the User, the Portal Owner may terminate earlier, or remove the Offer; provided, however, that the agreements concluded thus far between the Users remain valid. Since the removal of the Offer, it is not possible to modify or accept it.

## **§ 13**

1. A Seller prepares an Offer for the sale of Goods by filling in the form of sale available in the Portal, thus determining the general conditions of the Transaction. The information contained in the Offer may only relate to the subject matter hereof, the method of delivery, and its deadline.
2. The content of the Offer is to be accurate and complete and may not mislead other Users, in particular as to the characteristics of the Goods and the manner of their delivery.
3. The Offer should include the total price or remuneration for the Goods including taxes. The Seller, besides the price or remuneration for the Goods, may not add to the price of Transaction any additional costs which the Buyer would be obliged to pay.
4. The delivery date specified in the Offer may not be longer than 30 (thirty) days in connection with the deadlines under §14(13).
5. The content of Offer should be consistent with the requirements of the law applicable to the Transaction, as well as the Portal Owner, and in particular, should contain information under the applicable law relating to the protection of consumers' rights.
6. The User is obliged to keep any kind of proof of shipping of the Goods to the Buyer, which should correspond to the information contained in the Offer and details of the Transaction carried out under the Offer.
7. The User is fully responsible for the content of the Offer placed by them, including for all errors or inaccuracies.
8. By placing the Offer, the User declares that they have the right and capacity to conclude and execute a contract with the Buyer.
9. Carrying out the activities referred to in paragraphs 1-3, the Seller orders the Portal Owner to publish the Offer on the date indicated by the Seller, and accepts the fee due to the Portal Owner for Transactions performed via the Portal in accordance with the Schedule of Service Fees. If the date has not been determined, the publication shall take place immediately.
10. Since the publication of the Offer, the Seller is bound by its contents.
11. The Seller may make changes to the Offer and may withdraw the Offer until the acceptance of the Offer by any Buyer.
12. At the time of publication of the Offer, the Seller agrees to use its contents in whole or in part for the purposes of promotion and marketing, both within the Portal and outside it, under the cooperation of the Portal Owner with third parties.
13. The Offer must be placed in the category corresponding to the specifics of the Goods.
14. The Offer ceases to be binding in the event of suspension of the User Account for the period of its suspension.
15. The Offer is terminated upon the expiry of the time stated in its terms by the Seller or when all the pieces of the Goods are sold. The Offer may be terminated in the following cases:
  - a. upon a decision of the Seller in accordance with paragraph 11,
  - b. upon a decision of the Portal Owner, in cases described in § 10.

## **Section 6 Transactions**

### **§ 14**

1. In order to purchase the Goods, the User selects the Goods, quantity, and other parameters, optionally including the name of the game character or account for which the Goods are purchased. The Goods are moved to the "Cart". In the "Cart" the Buyer

can see the purchase prices of Goods according to § 13(3). The Goods moved to the "Cart" reduce the available number of the Goods specified in the Offer, and such Goods cannot be re-offered in other Offers until the end of the Transaction; however, the number of Goods owned by the Seller changes only at the time referred to in paragraph 10.

2. The Buyer may purchase Goods from several different Sellers at the same time.
3. By accepting the terms set by the Sellers in the content of the Offers and by accepting the Offers, the Buyer chooses one of the available methods of payment and orders, by running it, the Portal Owner to transfer Credits in the amount corresponding to the total purchase price of the Goods referred to in paragraph 1, and accepts the terms of the Transaction via the Portal. If the Buyer does not make the payment referred to in the preceding sentence within 15 (fifteen) minutes from the choice of the Goods as referred to in paragraph 1, this action becomes ineffective, and the unpaid Goods are removed from the Buyer's "Cart" and they are again available in the Offer of the Seller.
4. The Portal verifies the number of Credits held by the Buyer and if it is sufficient, the Transaction with the Seller is concluded to the extent enabling the coverage of the whole price, subject to its effectiveness in accordance with paragraph 10.
5. In the case of insufficiency of Credits to cover the above costs of the Transaction referred to in paragraph 4, in the "Cart" the User has an option allowing to make a deposit of Funds and to entrust it for safekeeping to the Portal Owner in accordance with § 4(4), in the amount not less than the insufficiency indicated above. As a result of increasing the amount of Credits, the Portal Owner, under the Use Agreement and Trust Agreement, grants the User, under the terms of § 4(4), the right amount of Credits, and the User, using such Credits, makes the exchange under the terms set out in paragraph 4 above, subject to paragraph 11.
6. If the Transaction's completion is not confirmed as referred to in paragraph 10 below within 30 (thirty) days from the conclusion of the Transaction as referred to in paragraph 4, the Transaction is not concluded, and both parties are informed about it. Any activities performed in connection with the Transaction's completion become invalid.
7. Transaction's completion confirmation may also be sent by the Seller within 30 (thirty) days from the date of its conclusion, which could, at the same time, constitute a consent to resolve any disputes by the entity referred to in § 30. This confirmation requires, for its effectiveness, confirmation by the Buyer, as referred to in paragraph 10, which is to be sent by the Buyer within 3 (three) days from sending of the confirmation by the Seller. Within that period, the Buyer may also open a dispute with the Seller by submitting a declaration of non-receipt of the Goods which are the subject-matter of the Transaction, which, at the same time, is a consent to have their dispute resolved by the entity referred to in § 30 and refusal to submit the confirmation referred to in paragraph 10.
8. If the Buyer does not respond to the confirmation sent by the Seller, as referred to in paragraph 7, and within 3(three) days indicated in the above paragraph, there is a presumption of the Transaction's completion, which is equivalent to the confirmation referred to in paragraph 10.
9. By placing and by accepting the Offer, the User agrees to recognize Credits as a means of exchange for the purposes of the Transaction.
10. Transfer of ownership and possession of the Goods, covered by the Offer, is effected between the Users outside the Portal, and the Portal Owner is not liable for the performance or improper performance of the Transaction between the Users. The Transaction's completion in terms of transfer of ownership and possession of the Goods

is confirmed by the Buyer through an appropriate form available on the Portal, within 30 (thirty) days from the date of the Transaction.

11. On the receipt of the confirmation referred to in paragraph 10 above, the Transaction becomes effective, and in particular, at that moment appropriate amounts of Credits are transferred on account of the exchange in accordance with paragraph 4 to the Seller. Until the effectiveness of the Transaction, referred to in the preceding sentence, the Portal Owner is entitled to block the Credits belonging to the Buyer in an appropriate amount determined in accordance with paragraph 4 above.
12. At the moment referred to in paragraph 10, the Portal automatically transfers the corresponding ownership of Credits to the Seller and transfers the ownership and deducts the appropriate amount of Credits corresponding to the amount of the fee for the Service in accordance with the Schedule of Service Fees. The Portal Owner is not responsible for the execution of the transfer of ownership of Credits as a result of the receipt of the confirmation, which in particular would declare a status that is not compliant with the factual or legal status or would be misleading.
13. If the Portal Owner does not receive confirmation from the Buyer referred to in paragraph 10, at the time indicated in the above paragraph, it is considered that there was no conclusion of the Transaction, and all activities related to it become ineffective; the Portal or the Portal Owner undertake no further actions related to its performance, in particular as referred to in paragraph 10. The offered Goods are shown as being in the possession by the Seller, in the manner and condition as before the acceptance of the Offer by the Buyer.
14. Taking all the above steps, the Buyer and the Seller fill in the appropriate forms on the Transaction page and thus confirm their declarations.
15. If the Seller is unable to fulfill his part of the agreement within the time indicated in the offer description, the Buyer is allowed to request a cancellation of the Transaction. The cancellation of the Transaction becomes effective if:
  - a. the request is accepted by the Seller;
  - b. 60 minutes have passed since both the submission of such request and since the guaranteed delivery time expiration.
16. The cancellation does not become effective as referred to in paragraph 15 point b. if the Seller's User status has been set to "unavailable" at the time of the acceptance of the offer by the Buyer.
17. Upon cancellation, it is considered that there was no conclusion of the Transaction, and all activities related to it become ineffective; the Portal or the Portal Owner undertake no further actions related to its performance, in particular as referred to in § 14 paragraph 10. The offered Goods are shown as being in the possession by the Seller, in the manner and condition as before the acceptance of the Offer by the Buyer.

## **§ 15**

During the Offer being published, the Users, using the appropriate form, can ask the Seller questions about this Offer via the Portal. The question is automatically sent to the Seller, through the system of electronic communication available on the Portal, who has also disclosed the name of the User Account sending the question.

## **§ 16**

Confirmation of the effective conclusion of the Transaction between the Buyer and the Seller is sent automatically by the Portal via e-mail (or optionally via other electronic means of

communication chosen by the Portal Owner and indicated on the Portal) and is for information purposes only. On the page with details of the Transaction, the Users have access to personal data of the other party, such as the name of the User's Account and the country of residence. Further personal details: full name and address are made available to Users who are parties to the Transaction, at their express request.

## **Section 7**

### **Warranties Disclaimer, Refund Policy, and Limitation of Liability**

#### **§ 17**

1. Odealo Sp. z o.o. Sp. k. limits the liability under warranty to the proper performance of this Agreement, including the proper functioning of the Web Portal, transaction management tools, order confirmation system, dispute resolution, offer promotion, and above all, providing the User with Credits in the amount corresponding to the User's payment and enabling him to complete the transaction within the Portal.
2. In the case when, according to the User, the Services provided under the Terms of Service are not performed or are performed in violation of the provisions of the Terms of Service, the User may make a complaint as referred to in § 29 of this Agreement
3. Goods and Services on Odealo are provided on an "as is" and "as is available" basis. Portal Owner makes no express or implied warranties regarding the Goods and Services offered therein. All warranties including but not limited to warranties of accuracy, condition, durability, fitness for a particular purpose, market value, quality, quantity, reliability are hereby expressly excluded and disclaimed.
4. Portal Owner does not represent or warrant that the manufacture, distribution, offer, display, sale, and use of the Goods and Services offered on the portal does not violate any third party rights.
5. Limitation of liability means that in the case when the User has any concerns or objections regarding received Goods or Services, he has the right to open a dispute within three days of the Shipment of Goods or provision of Services offered on the Portal as referred to in § 14 p. 7.
6. Only in justified and verifiable cases, Portal Owner may accept complaints due to warranties due to physical or legal defects in the subject of the User's transaction after the expiry of the period of 3 days as specified above or after User's confirmation of receipt of Goods as described in § 14 p. 10 of this Agreement. Such complaints may be filed only within a period not exceeding 30 days from the date of delivery of the Goods to the User or the date of provision of Services

#### **§ 18**

1. Acceptance of this Agreement results in User's consent to provision of services within the portal Odealo.com, including agreements relating to digital content unsaved on a material carrier, and the supply of which takes place before the expiry of fourteen (14) days from the date of conclusion of the agreement, thus accepting the loss of rights to renounce the contract that the User has during the above period.
2. Every user has the right to a full and indefinite refund of funds paid without incurring any fees in the event of non-delivery of the Goods or Service or their inconsistency with the description, or with other defects, which led to the cancellation of the User's transaction through Seller's fault or the settlement of a dispute as specified in § 14 p. 7 of this Agreement in favor of the User.

3. Refunds of funds paid under which the User was granted Credits on the Portal, but such Credits were not spent on Goods and Services offered on the portal, is made indefinitely against a fee as specified in the Schedule of Service Fees, or without a fee with the express consent of the Portal Owner and within a period not exceeding 30 days from such payment.
4. Refunds of funds paid to the Portal Owner are returned directly to the bank account assigned to the User's payment card or the Skrill, Webmoney, or other e-wallet used to make the payment by the User. Portal Owner refunds payments using the same payment method used by the User unless the User has explicitly agreed on another means of return that entails no cost for the User.
5. The return of funds for transactions that are subject to the complaint as referred to in § 17 p. 6 and its acknowledgment by the Portal Owner may be made in full or in part, depending on the validity and its degree in relation to the User's complaint.
6. The return of funds as described above in § 18 p. 4 can be done in the form of the corresponding amount of Credits being added to the User's Account within the Portal or in the manner described in § 18 p. 3. The form of such return is set individually between the User and the Portal Owner.

## § 19

1. Any material downloaded or otherwise obtained on the Portal is done at the User's sole discretion and risk. The User is solely responsible for any damage to its computer system, other property, or loss of data that may result from the download of any such material.
2. Under no circumstance shall Portal Owner be held liable for any delay, failure, or disruption of Services provided via the Portal resulting directly or indirectly from acts of nature, causes beyond its reasonable control, including but not limited to: Internet failures, electronic devices failures, electrical power failures, strikes and labor disputes, riots, civil disturbances, fires, floods, storms, Acts of God, war, government-related actions, or nonperformance of third parties.
3. Each User hereby agrees to indemnify and hold harmless the Portal Owner, its affiliates, directors, employees, from any and all losses, claims, and liabilities which may arise directly or indirectly from:
  - a. Use of the Portal and its Services;
  - b. Breach of terms and conditions set in the Use Agreement and Trust Agreement;
  - c. Breach of any representation and warranties made by the User to the Portal Owner;
  - d. As a result of claims made by third parties which may include but are not limited to claims related to products and services offered on the Portal.
4. The User is fully responsible for their actions and omissions related to the use of the Portal, in particular, may be held liable for compensatory liability towards the Portal Owner or other Users or third parties in connection with any activities carried out or omitted in connection with the use of the Portal and/or in connection with the Transactions.
5. Purchase of Goods and acceptance of Offers via the Portal does not absolve Users of following up to the Agreements they have with third parties. This may include but is not limited to Use Agreements, Terms of Services, and other binding legal documents with game and software developers, or other entities. User is fully liable for breaching such contracts and agreements.

## **Section 8**

### **§ 20**

1. If the Account is suspended, the User can only view the Account and access the functions that allow to settle amounts owed to the Portal Owner and perform contracts concluded prior to the suspension of the Account, but they cannot use any other Services provided by the Portal Owner in the Portal. Offers placed under the suspended Accounts are removed.
2. Users may request Account closure and/or termination of the Agreements concluded with the Portal Owner during the period of Account suspension. The request is to be sent via the means of contact described in § 28 and is fulfilled with the consent of the Portal Owner.

### **§ 21**

1. The Services are provided by the Portal Owner in the Portal for a fee in accordance with the Schedule of Service Fees.
2. The Schedule of Service Fees is an integral part of the Agreements concluded with the Portal Owner.

### **§ 22**

1. For the Services provided in the Portal, the Portal Owner issues, at the User's express request, VAT invoices in accordance with the data contained in the Account settings, in accordance with the law applicable to the Portal Owner.
2. The VAT invoices are issued in the form of electronic invoices and are sent by electronic means in the manner stated in the User's Account settings.
3. Any User using the services provided within the Portal is presumed to not conduct any economic activity until he informs the Portal Owner about this fact. The User is required to provide the Portal Owner with the VAT-UE number and other data required by law, that will allow the Portal Owner to fulfill his obligations stemming from legal regulations in matters of tax settlements.

### **§ 23**

1. Any and all actions taken by the User in the Portal should be in compliance with good practice and laws applicable to the Portal Owner and the User, including those on the protection of consumers' rights.
2. All materials, including graphic elements, layout, and composition of these elements, trademarks and other information available on the web pages of the Portal are owned by the Portal Owner when they are published, to which the Users agree, and also the Users agree for the Portal Owner to consent to the activities referred to in paragraph 3.
3. Downloading or use of, in any scope, materials available within the Portal requires the consent of the Portal Owner from time to time and may not violate the provisions of the Terms of Service and the generally applicable law, and may not be detrimental to the interests of the Portal Owner and the Users.
4. It is forbidden to:

- a. use signs to which the Portal Owner has rights, including graphic elements such as logos, images, descriptions or other types of markings;
- b. copy, process, and record in any technology materials available on the Portal for further sharing thereof within other websites, both on and off the Internet.

## § 24

1. Within the Portal, a feedback system is available to all the Users, which is used to exchange subjective opinions on the course and performance of Transactions. If a Transaction was completed between the Users, each of them can post feedback to the other party.
2. The content of the feedback content is non-confidential and may be accessed by all visitors of the Portal, subject to paragraph 5.
3. The feedback is always assigned to a given Account and a specific Transaction. The User is solely responsible for the content posted in the feedback.
4. The feedback should be consistent with the actual course of the Transaction and may not violate the law applicable to the Portal Owner and/or the User, provisions of these Terms of Service, rights or personal rights of any person, good manners and the rules of social coexistence, and must not contain:
  - a. contact details of the Users or other persons, except the logins of the Buyer and the Seller involved in the Transaction,
  - b. website address or advertising, promotional, or marketing content.
5. The Portal Owner does not interfere with the content of the feedback, but has the right to block its publication, edit or delete them it, in its justified opinion:
  - a. it violates the principles set out in paragraph 4 above,
  - b. it has been erroneously or incorrectly posted, in particular to the wrong User or to the wrong Transaction, if their content indicates, according to the Portal Owner, a mistake,
  - c. the content of the feedback is illegible or unclear for the Portal Owner,
5. Portal Owner may remove valid feedback on a request if such request is submitted by one of the parties to the Transaction within 14 days from the date of the Transaction's completion, and the second User being the other party to the Transaction responds positively to the request no later than within 14 days of its receipt. After the removal of the feedback, it is not possible to re-issue feedback within the same Transaction. The above procedure of feedback removal may be initiated in relation to the comments published to a given Transaction only once.
6. If no feedback is left by either of the parties(or both parties) to a Transaction within 30 days of the Transaction's completion, a "default positive feedback" is left by Portal to the other party(or both parties) to the Transaction.

## § 25

The Portal Owner can provide or promote other services related to the Portal or other trading online platforms. Types and scope of such services are determined in separate Terms of Service. For the performance of the services in question, the rights and obligations of the Users may be shaped in a manner other than specified in the Terms of Service. The condition for the use of such services by the Users is a prior acceptance of proper Terms of Service by the User.

## § 26

1. The Portal Owner is entitled to amend the Terms of Service, and such an amendment becomes effective on the date given by the Portal Owner; provided, however, that the time frame of the amendment may not be shorter than 7 days since the publication on the Portal of the amended Terms of Service, provided that the Transactions started before the entry into force of the amendments is conducted on the existing basis.
2. Upon the first login to the Portal after the date of entry into force of the amendments, the User will be notified of such amendments and about the possibility of their acceptance.
3. In the absence of acceptance of the amendments to the Terms of Service, the User, in order to terminate the agreement, must immediately notify the Portal Owner thereof, using an appropriate form available on the Portal.

## § 27

1. Use Agreements and Trust Agreements concluded within the Portal are for an indefinite period of time.
2. The User may terminate the agreement with the Portal Owner concerning the Account indicated by them at any time, by completing an appropriate form on the Portal, with a fourteen-day notice period.
3. The termination of the agreement with the Portal Owner by the User for the indicated Account takes effect at the earliest after the expiry of 30 (thirty) days from the date of completion of the User's last Transaction.
4. In case of violation of the Terms of Service by the User, any agreement concluded with the User may be terminated by the Portal Owner upon a seven-day notice. If the agreement is terminated by the Portal Owner, the User will not be entitled to re-register their Account within the Portal without the prior consent of the Portal Owner.
5. Termination of the Use Agreement results in a simultaneous termination of the Trust Agreement.
6. The effectiveness of the termination of the Agreements by notice depends on the fulfillment of the requirements of the third level of authorization, referred to in § 1(2)(c).
7. The User is entitled to terminate the Use Agreement and Trust Agreement in whole or in part. Notice of termination is submitted by completing the appropriate form on the Portal.
8. Notice of termination of the Trust Agreement applies to a specific amount of Funds declared in the notice.
9. Following the termination of the Trust Agreement, the Portal Owner, under the authorization referred to in §4(6) above, will pay out the Funds in the amount specified by the User, but not higher than the number of Credits held by the User at that time determined as a result of the settlement of Transactions performed by the User on the basis of the Use Agreement, and will deduct at the same time, from the amount of Credits held by the User, a fee according to the Schedule of Service Fees on account of the settlement that has been carried out. At the same time, the number of Credits corresponding to the amount of Funds paid out is redeemed, to which the Users agree.
10. The Funds are paid to the User without any interest.
11. If the number of Credits in the Account is insufficient to cover the fee referred to in paragraph 9, the Portal Owner will be entitled to suspend the execution of the settlement referred to in paragraph 9 until the User tops up the Account with sufficient number Credits. In the event that the fee referred to in the preceding sentence is less than the

minimum fee specified in the Schedule of Service Fees for the settlement in accordance with paragraph 9, it is possible to have the fee reduced by the Portal Owner at the request of the User sent by e-mail or using the contact form on the Portal.

12. The Funds are paid out to the bank account, the User's account with a Payment Portal or to a payment card, indicated by the User in the form referred to in paragraph 1.
13. The settlement referred to in paragraph 9 takes place once a week, on the last working day of the week in which the notice of termination is received, but no sooner than 2(two) days from the receipt of the notice.

## § 28

The User may contact the Portal Owner concerning the Services under these Terms of Service:

- a. in writing, to the following address:  
*ODEALO Sp. z o.o. Sp. k.*  
*J. Conrada 51, 31-357 Kraków, Poland*
- b. by choosing the subject of communication within the contact form located in the "Contact us" subpage under the link: <https://odealo.com/page/contact-us>,
- c. by an e-mail sent to the following address [support@odealo.com](mailto:support@odealo.com).
- d. by phone at +48 508 280 714 (Support is available between 4:00 PM and 4:00 AM CET)

## § 29

1. In the case when, according to the User, the Services provided under the Terms of Service are not performed by the Portal Owner or are performed in violation of the provisions of the Terms of Service, the User may make a complaint in the manner described below (Complaint).
2. The complaint may be filed electronically, using the form available on the Portal, or in writing. The complaint should contain at least the name under which the User is acting in the Portal (login), and a description of the reservations.
3. Before considering the Complaint, the Portal Owner may ask the party submitting the Complaint to supplement it within the indicated scope, if the given data or information referred to in paragraph 2 need to be supplemented.
4. The Portal Owner considers the Complaint within 21 (twenty-one) days from the date of its receipt, subject to paragraph 3, where the deadline for its consideration runs from the date of receipt of the properly supplemented Complaint.
5. The reply to the Complaint is sent exclusively to the e-mail address assigned to the Account of a given User or as a message generated within the Portal to the User's Account. In particularly justified cases, the Portal Owner can send the reply to another e-mail address indicated by the User submitting the Complaint that is not assigned to the User's Account, or in writing to the address provided in the Complaint.

## § 30

1. Disputes concerning the execution of the Transaction by each of the parties may be submitted from time to time for a resolution to an external entity designated by the Portal Owner and, at the same time, the parties to the Transaction authorize the Portal Owner to designate such entity and undertake to recognize its resolution as binding and to observe it.

2. By opening a dispute, the parties to the Transaction agree to provide the designated entity referred to in paragraph 1 with all kinds of information regarding the course of the disputed Transaction and to provide the proof referred to in §13(6) being the basis for determination of the effectiveness of the concluded Transaction.

### § 31

1. The Use Agreement and Trust Agreement are governed by Polish law.
2. Any and all disputes related to the Services provided by the Portal Owner within Odealo Portal shall be resolved by the Polish common courts.
3. The User has the possibility to assert their claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection in Kraków. Information about the access to the above dispute settlement mode and procedures can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl) under “*Help and advice for Consumers*” tab. The User who is a consumer also has the opportunity to use the EU ODR Internet platform, which is available at the Internet address: <http://ec.europa.eu/consumers/odr/>. Detailed information on the mode of the application can be found here.

### § 32

The Portal Owner shall make every effort to ensure that the Portal works reliably and without any interruption. Nevertheless, to the extent permitted by the law, the Portal Owner does not guarantee any specific level of availability of the Portal. In particular, the Portal Owner has the right to make short technical breaks, about which the Users will be informed as far in advance as possible. In the event of any errors in the Portal, to the extent permitted by the law, the liability of the Portal Owner shall be limited to the amount of the actual losses of the Users, but not higher than the value of Credits needed to perform the Transaction.

## Payment methods

### § 33

1. The User makes a payment by choosing one of the available payment methods in his Cart.
2. Payments are made only in USD and against a fee. The fee depends on the chosen payment method and is described in the Schedule of Service Fees and included in the user's Cart in the order summary window.
3. The Portal Owner reserves the right to restrict the use of certain payment methods to Users based on their country of origin, Authorization level, Transaction history, or other factors.
4. Available payment methods are:
  - a. Payment cards: Visa, Electronic Visa, MasterCard, MasterCard Electronic, Maestro
  - b. Skrill
  - c. Webmoney
5. If it is necessary to return funds for a transaction made by the User with a payment card, the Portal Owner will return the payment to the bank account assigned to the User's payment card or the Portal Owner will return the payment using the same payment method used by the User, unless the User has explicitly agreed on another means of return that entails no cost for him.

6. The execution time of the order is counted from the moment the User has obtained the payment authorization
7. The entity making payments using a payment card is a Polish financial institution indicated in the Cart when choosing the desired payment method as described in paragraph 1, and prior to completing the payment.

**Attachments:**

**Schedule of Service Fees**

1	<p><b>Acceptance of funds for Safekeeping</b> (Funds deposit) - this fee is deducted from the deposit amount</p> <p><u>Payee:</u> User depositing funds</p> <p><u>Fee(In USD):</u></p> <ol style="list-style-type: none"> <li>1. Payment card deposit: 4% of the deposited amount +\$0.40</li> <li>2. Skrill deposit: 4% of the deposited amount, minimum: \$1.50</li> <li>3. Webmoney deposit: 0\$ of the deposited amount +\$0.00</li> </ol>
2	<p><b>Enabling the conclusion of a Transaction</b>(Successful sale)</p> <p><u>Payee:</u> Seller</p> <p><u>Fee(Credits):</u> 4% of the value of the Transaction</p> <p>Users with the "Super Seller" status may have a lower "per transaction fee" assigned based on an individual agreement with the Portal Owner</p>
3	<p><b>Safekeeping of Funds</b>(Credits withdrawal) - this fee is deducted from the withdrawal amount</p> <p><u>Payee:</u> User terminating the Trust Agreement with the Portal</p> <p><u>Fee(In Credits):</u></p> <ol style="list-style-type: none"> <li>1. <u>Payoneer</u> withdrawals: 6% of the Funds specified in the termination notice increased by 0 (zero) Credits. <b>Payouts via Payoneer may incur additional charges on the recipient's end</b></li> <li>2. <u>Skrill</u> withdrawals: 8% of the Funds specified in the termination notice increased by 1 (one) Credit. <b>Payouts via Skrill incur NO additional charges on the recipient's end</b></li> <li>3. <u>Webmoney(WMZ)</u> withdrawals: 8% of the Funds specified in the termination notice increased by 1 (one) Credit. <b>Payouts via Webmoney (WMZ) incur NO additional charges on the recipient's end</b></li> </ol> <p>Users with the "Super Seller" status may have lower "withdrawal fee" assigned based on an individual agreement with the Portal Owner</p>
4	<p><b>Purchase of diamonds</b></p> <p><u>Payee:</u> User purchasing diamonds</p> <p><u>Fee(In Credits):</u> In accordance with the total cost of diamonds package chosen by the User</p>