

OK POZNAN PROGRAM TERMS AND CONDITIONS

(Effective from 01 March 2022)

CHAPTER I. DEFINITIONS

- 1) **OK Poznań Program** - technical and business solutions based on the functioning of the IT System, aimed at promoting tax settlement in Poznań and implementing the development, promotion, and social policy of the City of Poznań, in particular by distributing products and services offered by Partners and the Operator, including products and services covered by Benefits;
- 2) **IT System** - information processing IT solution comprising teletechnical infrastructure understood as the entirety of hardware, software and organisational solutions for the OK Poznań Program, including the Mobile Application and the OK Poznań Program website;
- 3) **Mobile Application** - a dedicated mobile application designed to use the OK Poznań Program, consisting of software running on mobile devices with Android and iOS mobile operating systems, available for download free of charge on the digital distribution platforms Google Play, Huawei AppGallery and App Store, equipped with the functionalities specified in the Terms and Conditions;
- 4) **OK Poznań Program website** - the website of the OK Poznań Program is available at www.okpoznan.pl;
- 5) **Partner** - a commercial entity or a municipal organisational unit or a company in which the City of Poznań holds shares, offering its products or services within the OK Poznań Program;
- 6) **Operator** - company under the business name Międzynarodowe Targi Poznańskie spółka z ograniczoną odpowiedzialnością with its registered office in Poznań, ul. Głogowska 14, 60-734 Poznań, entered into the business register of the National Court Register under number KRS 0000202703, registration files kept by the District Court in Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, and the register of active VAT payers - NIP 777-00-00-488;
- 7) **Poznań ID System** - an IT component responsible for electronic verification of the fact of tax settlement in Poznań, which is also a repository of the status of being a Taxpayer;
- 8) **Poznań ID** - a unique number of a User, positively verified as a Taxpayer assigned under the Poznań ID Terms and Conditions;
- 9) **Taxpayer** - a User, for whom the fact of settling taxes in Poznań has been correctly verified, using the Poznań ID System or stationary - at a Customer Service Point, under the Poznań ID Terms and Conditions;
- 10) **User** - any Taxpayer, as well as any other adult natural person who is not a Taxpayer, using the OK Poznań System via the Mobile Application or the OK Poznań Program website;
- 11) **Customer Service Points** - stationary points of the OK Poznań Program, in particular providing information on the OK Poznań Program for Users and third parties and enabling third parties interested in joining and participating in the OK Poznań Program to verify the fact of settling taxes in Poznań and obtaining the status of a Taxpayer as well as issuing Plastic Cards and extending their validity within the scope of authorisations dedicated to Users who are Taxpayers;
- 12) **Plastic Card** - a data carrier in the form of a plastic (physical) personal card, other than a payment card, issued to Taxpayers at Customer Service Points, containing the Poznań ID, which is a Taxpayer's ID in the OK Poznań Program, as well as his personal data, i.e. name and surname; a Plastic Card specimen is shown in appendix no. 1 to the Terms and Conditions;

- 13) **Benefit** - a discount, concession or preference for Taxpayers granted by Partners or the Operator as part of their products and services offered under the OK Poznań Program;
- 14) **OK Poznań Package** - the total of benefits under the OK Poznań Program;
- 15) **User Account** - a set of data, content, resources and functionalities in the IT System, containing in particular information about the User, enabling the use of entitlements due to the participation in the OK Poznań Program under the Terms and Conditions;
- 16) **Purchase confirmation** - a document generated electronically only for orders made via the Mobile Application and the OK Poznań Program website, constituting a confirmation of concluding a Product or Service Purchase Agreement and of acquiring rights under this Agreement, including in particular the right to receive (release) the purchased product, the right to receive (perform) the purchased service and the right to receive (perform) other benefits under this Agreement;
- 17) **Agreement for electronic provision of services** - agreement for electronic provision of services within the OK Poznań Program concluded between the User and the Operator within the scope and under the conditions specified in the Terms and Conditions;
- 18) **Product or service purchase agreement** - an agreement between the User and the Partner via the Operator (via Mobile Application or the OK Poznań Program website) on the purchase of the Partner's products or services offered within the OK Poznań Program, or an agreement between the User and the Operator on the purchase of the Partner's products or services offered within the OK Poznań Program, concluded under the Terms and Conditions;
- 19) **Civil Code** - Act of 23 April 1964 - Civil Code;
- 20) **Consumer Rights Act** - Act of 30 May 2014 on consumer rights;
- 21) **Consumer** - a natural person who performs a legal transaction with a trader which is not directly connected with his business or professional activity;
- 22) **Sole trader** - a natural person concluding an agreement directly related to his business activity, when the content of this contract shows that it does not have a professional character for this person, arising in particular from the subject of his business activity made available based on the provisions on the Business Activity Central Register and Information Record;
- 23) **Facility** - a Partner's or Operator's place of business concerning the Partner's or Operator's products and services offered as part of the OK Poznań Program, being a real property or a part of a real property, where the Partner or Operator conducts business activity on a regular or permanent basis;
- 24) **Terms and Conditions** - these Terms and Conditions;
- 25) **ID Poznań Terms and Conditions** - Terms and Conditions for using ID POZNAŃ available at idpoznan.pl and at Customer Service Points;

CHAPTER II. GENERAL PROVISIONS

1. The Terms and Conditions set out:
 - a. the terms and conditions of joining, participating in and terminating participation in the OK Poznań Program, including in particular the rules of distributing products and services of Partners and the Operator offered under the OK Poznań Program, including products and services covered by the Benefits, as well as the rules of granting and using the Benefits and exercising rights resulting from concluded Product or Service Purchase Agreements,
 - b. types, scope and conditions of providing services electronically within the OK Poznań Program via the Mobile Application and the OK Poznań Program website,
 - c. the complaint procedure for the OK Poznań Program,
 - d. the conditions for amending the Terms and Conditions,
 - e. the means of contact with the Operator under the OK Poznań Program,

- f. other conditions concerning the operation of the OK Poznań Program.
- 2. The Mobile Application and the OK Poznań Program website may display banners and links to other websites or webpages, particularly banners and links to websites or webpages of Partners. By using the banners and links referred to in the previous sentence, the User navigates to websites or webpages managed by entities other than the Operator, in particular by Partners, who are responsible for the content of such websites or webpages as well as for the processing of personal data of visitors to such websites or webpages.
- 3. It is possible to learn about the entire range of products and services of Partners and the Operator offered within the OK Poznań Program, including the scope of the OK Poznań Package and individual Benefits:
 - a. via the Mobile Application,
 - b. via the OK Poznań Program website,
 - c. at Customer Service Points; a list of current addresses of Customer Service Points is always available in the Mobile Application, on the OK Poznań Program website and at Customer Service Points,
 - d. through the information material on the OK Poznań Program available, in particular:
 - i. at Customer Service Points and Partners,
 - ii. in social media; a list of current addresses (profiles) referred to in the preceding sentence is available each time in the Mobile Application or on the OK Poznań Program website,
 - e. directly with the Partners, by phone, e-mail or in person (during a direct visit to the Facility); a list of current addresses of the Facilities is always available in the Mobile Application, on the OK Poznań Program website and at Customer Service Points,
 - f. directly with the Operator, by phone, e-mail or in person; the contact details for the Operator are specified in Chapter XVI of the Terms and Conditions.

CHAPTER III. ACCESSION AND PARTICIPATION IN THE OK POZNAŃ PROGRAM

- 1. Joining and participating in the OK Poznań Program is voluntary.
- 2. Joining the OK Poznań Program is done by creating a User Account under the provisions of Chapter IV of the Terms and Conditions or under the provisions of Chapter V of the Terms and Conditions for persons who decide to join the OK Poznań Program only by using the Plastic Card referred to in Chapter V.
- 3. Each User may resign from participation in the OK Poznań Program at any time.
- 4. Resignation from participation in the OK Poznań Program is tantamount to deleting the User Account under the provisions of Chapter IV of the Terms and Conditions.
- 5. All natural adult persons may join and participate in the OK Poznań Program, with the proviso that access to the OK Poznań Package and the possibility of purchasing products and services of Partners and the Operator offered under the OK Poznań Program covered by Benefits is restricted exclusively to the Users verified as Taxpayers under the provisions of Chapter V of the Terms and Conditions.
- 6. In order to join and participate in the OK Poznań Program, it is necessary to read and accept the Terms and Conditions and meet specific requirements stipulated in the Terms and Conditions.
- 7. By virtue of participation in the OK Poznań Program, the User is entitled to:
 - a. use of the Mobile Application and the OK Poznań Program website in the scope of all functionalities available to Users,
 - b. gain access to the OK Poznań Package - in case of positive verification as a Taxpayer under the provisions of Chapter V of the Terms and Conditions,

- c. to learn about the Partner's and Operator's products and services offered within the OK Poznań Program and to conclude Product and Service Purchase Agreements via the Mobile Application and the OK Poznań Program website, and in case of positive verification as a Taxpayer under the provisions of Chapter V of the Terms and Conditions, also by stationary means referred to in Chapter IX, paragraph 1(b) of the Terms and Conditions,
- d. exercising rights resulting from concluded Agreements for the purchase of products or services, under the offers of Partners and the Operator.

CHAPTER IV. USER ACCOUNT

1. Exercising the rights referred to in Chapter III, Paragraph 5 of the Terms and Conditions is possible after creating a User Account in the OK Poznań Program (registration).
2. Subject to paragraph 1 above, using the OK Poznań Program website, including browsing it in terms of publicly available functionalities for an unlimited number of recipients, does not require registration.
3. Registration is possible through the following channels:
 - a. electronically via the Mobile Application,
 - b. electronically via the OK Poznań Program website.
4. Creating a User Account via the Mobile Application (paragraph 3(a) above) requires the following conditions to be met:
 - a. downloading, saving and launching the Mobile Application on the User's mobile device,
 - b. providing (entering in the responsive form) User data, i.e. e-mail address or mobile phone number constituting User login and User name and surname, as well as setting the User password securing access to the User Account,
 - c. submitting a declaration of acceptance of the Terms and Conditions (ticking the appropriate box in the responsive form) and consent to access the indicated functions on the mobile device,
 - d. clicking on the link sent to the User's e-mail address or phone number indicated in the registration course, which confirms the will to create a User Account.
5. The creation of a User Account via the OK Poznań Program website (paragraph 3(b) above) requires that the following conditions be met:
 - a. launching the OK Poznań Program website and going to the "Register" tab,
 - b. providing (entering in the responsive form) User data, i.e. e-mail address or mobile phone number constituting User login and User name and surname, as well as setting the User password securing access to the User Account,
 - c. submitting a declaration of acceptance of the Terms and Conditions (ticking the appropriate box in the responsive form),
 - d. clicking on the link sent to the User's e-mail address or phone number indicated in the registration course, which confirms the will to create a User Account.
6. In the course of registration, the person registering may consent to receive commercial information or consent to direct phone marketing to the e-mail addresses or phone numbers specified in the form referred to in paragraphs 4(b) and 5(b) above. Expressing the above marketing consents is voluntary.
7. After completing the last of the steps, referred to in par. 4(d) and 5(d) above, a User Account is created. From that moment, the User may use all the functionalities of OK Poznań Program and exercise all the rights referred to in Chapter III, paragraph 7 of the Terms and Conditions, subject to the provisions of Chapter V paragraph 1 of the Terms and Conditions.

8. Registration through any of the channels referred to in paragraph 3 above shall preclude separate registration through any of the remaining channels.
9. After logging in, the User Account can be accessed electronically via the Mobile Application or the OK Poznań Program website.
10. The User Account is protected with a login and password, which the User sets independently during the registration process. The User's password may be changed at any time after registration, electronically via the Mobile Application or the OK Poznań Program website by using the "Recover password" functionality. Access to the User Account is also possible through an external identification mechanism based on the Poznań ID. The User is obliged not to disclose the User Account password or the Poznań ID to any third party.
11. All data provided during registration should be accurate and consistent with the current state of affairs, as they are necessary for joining and participating in the OK Poznań Program, particularly for concluding Product or Service Purchase Agreements.
12. The User has the right to change the data provided during the registration process, at any time, after logging in to the User Account via the Mobile Application or the OK Poznań Program website.
13. The use of bots or other automated data communication tools to set up a User Account without human intervention is prohibited.

CHAPTER V. ELIGIBILITY FOR BENEFITS. ID POZNAŃ. PLASTIC CARD

1. The entitlement to Benefits, particularly the right to purchase products and services of Partners and the Operator offered under the OK Poznań Program covered by Benefits, is only granted to persons who have been correctly verified as Taxpayers under the Poznań ID Terms and Conditions.
2. The verification referred to in paragraph 1 above is voluntary and does not affect the scope of the User's other rights connected with participation in the OK Poznań Program.
3. The verification referred to in paragraph 1 above may be carried out through the following channels:
 - a. in the case of Users using the ID Poznań Program,
 - b. stationary - at the Customer Service Centre.
4. In order to carry out the verification referred to in paragraph 1 above via the channel referred to in paragraph 3(a) above, please launch the OK Poznań Program website or download the Mobile Application and follow the displayed messages to complete the verification process.
5. After positive verification, the User receives the Poznań ID, enabling the User to activate and use the OK Poznań Package after logging in to the User Account. One Taxpayer may receive only one Poznań ID.
6. The exercise of the rights referred to in paragraph 1 above is only possible for 1 (in words: one) calendar year. The renewal of the entitlements within the scope referred to in the preceding sentence requires a new verification as referred to in paragraph 1 above. The loss of validity of the authorisations within the scope referred to in the first sentence of this paragraph is not tantamount to the User's exclusion from the OK Poznań Program, unless the User decides otherwise, and does not affect the User's other authorisations due to participation in the OK Poznań Program.
7. In order to perform the verification referred to in paragraph 1 above, through the channel referred to in paragraph 3(b) above, the formalities indicated in the ID Poznań Terms and Conditions must be completed. As a result of positive verification, the Taxpayer receives one copy of the Plastic Card free of charge.

8. The exercise of the entitlements referred to in paragraph 1 above using the Plastic Card is only possible for 1 (in words: one) calendar year. The renewal of Benefit entitlements within the scope referred to in the preceding sentence requires the re-verification referred to in paragraph 1 above via the channel referred to in paragraph 3(a) or 3(b) above. Loss of validity of the rights to Beneficiaries within the scope referred to in the first sentence of this paragraph is not tantamount to excluding the Taxpayer from the OK Poznań Program, unless the Taxpayer decides otherwise, nor does it affect the remaining rights of the Taxpayer due to participation in the OK Poznań Program.
9. The Plastic Card is the property of the Operator. If a lost or abandoned Plastic Card is found, it should be immediately handed over to the nearest Customer Service Center. If a missing Plastic Card is received, the Operator contacts the Taxpayer using the contact phone number provided by the Taxpayer when verifying the Taxpayer's status at the Customer Service Point to inform the Taxpayer that the Plastic Card assigned to that Taxpayer has been found.
10. A Plastic Card is a personal card. It may only be used by the person whose data is stated on the Plastic Card. If an unauthorised person uses the Plastic Card, it is impossible to purchase any products or services of Partners offered within the OK Poznań Program or exercise any rights resulting from purchases made within the OK Poznań Program.
11. The Taxpayer named on the Plastic Card is liable for its damage, destruction or loss. In order to obtain a duplicate Plastic Card, the relevant form (specimen in appendix 3 to the Terms and Conditions) must be completed by filling in all required fields, including in particular the personal data of the Taxpayer named on the Plastic Card, signed and submitted at a Customer Service Point located on the Operator's premises, upon presentation of a document confirming the identity of the applicant and paying a fee of PLN 20.00 (in words: twenty zlotys and 00/100). Failure to meet any of the conditions referred to in the preceding sentence shall preclude the issuance of a duplicate Plastic Card.

CHAPTER VI. TECHNICAL CONDITIONS FOR USING THE OK POZNAN MOBILE APPLICATION AND WEBSITE. LICENCE

1. To use the Mobile Application, it is necessary to have a mobile device with a minimum of 1 GB RAM (memory), with a display resolution of no less than 640x960 pixels, with Android (version 8.0 or higher) with access to the digital distribution platforms Google Play, Huawei AppGallery or iOS (version 11.0 or higher) with access to the digital distribution platform App Store, in each case with the country setting "Poland".
2. Upon downloading and installing the Mobile Application on the User's mobile device, the Operator shall grant the User a personal, exclusive, non-transferable, non-sublicensable, revocable licence to use the Mobile Application under the Terms and Conditions, covering the use of the Mobile Application, including its installation and use on the User's mobile devices, for the User's exclusive personal use. Under the licence referred to in the preceding sentence, the User shall not be entitled to grant further licences, distribute, sell or market the Mobile Application. The licence referred to in the preceding sentences shall expire upon uninstalling the Mobile Application from the User's mobile device.
3. The Mobile Application as a whole, as well as its individual components, is the subject of exclusive intellectual property rights of the Operator or its agreementors. The User may not exercise any rights concerning the Mobile Application not expressly granted to the User based on the Terms and Conditions, including under the provisions of paragraph 2 above.
4. The OK Poznań Program website may be browsed without creating a User Account, with the proviso that the purchase of products and services of Partners and the Operators is possible only after prior registration and logging into a User Account.

5. In order to access the OK Poznań Program website, it is necessary to use a device providing Internet access, including mobile devices, using one of the following browsers: Google Chrome 96, Mozilla Firefox 94, Safari 13.1.1, Microsoft Edge 96 or newer.
6. When using the OK Poznań Program Website and Mobile Application, the following are prohibited:
 - a. provision of any unlawful content,
 - b. supplying any content that violates common law or good morals,
 - c. undertaking any activity that might adversely affect the operation of the OK Poznań Program website or Mobile Application,
 - d. Using any data, information, materials etc. posted via the OK Poznań Program Website or Mobile Application for commercial purposes,
 - e. Granting a licence to use the OK Poznań Program Website or Mobile Application as a whole or any of its elements,
 - f. to copy, change, distribute, reverse engineer, dispose of, including to sell, give away for a fee or free of charge on any legal basis, the OK Poznań Program website or the Mobile Application as a whole or any of its elements,
 - g. extracting and making any attempt to extract the source code of the OK Poznań Program website or Mobile Application, excluding actions within the limits of generally applicable law.
7. Access to and use of the Mobile Application and the OK Poznań Program website, including their content and functionalities, as well as their use, is free of charge. The User shall bear all the costs connected with purchasing the products and services of Partners and Provider offered within the OK Poznań Program.
8. To use the Mobile Application and the OK Poznań Program website, the User should provide his own access to the public telecommunications network using a connection capacity of at least 1 Mb/s.
9. The Operator shall ensure technical measures to prevent acquisition, modification or distortion of personal data and information made available via the Mobile Application and the OK Poznań Program Website by Users and by unauthorised third parties.
10. The Operator shall take all appropriate measures to ensure the proper functioning of the Mobile Application and the OK Poznań Program Website.

CHAPTER VII. SCOPE OF ELECTRONIC SERVICES. CONCLUSION OF THE AGREEMENT ON ELECTRONIC SERVICES

1. Services provided electronically by the Operator within the OK Poznań Program via the Mobile Application and the OK Poznań Program Website include:
 - a. making the Mobile Application and the OK Poznań Program website available to the User for personal use, together with all their functionalities intended for Users, in particular, to enable the conclusion of Product or Service Purchase Agreements,
 - b. making the OK Poznań Program website available to non-Users for personal use within the scope of functionalities not reserved for Users, in particular in order to familiarise with information concerning the OK Poznań Program,
 - c. enabling the creation and use of User Accounts, including:
 - i. User Account management,
 - ii. maintaining the User session after logging into the User Account,
 - iii. storing and making available to the User through the User's account the history of purchases of products and services of Partners and the Operator offered within the OK Poznań Program,

- iv. access to the functionality of the User Account,
 - v. evaluating the Mobile Application and the OK Poznań Program website and submitting comments on their functionality,
 - d. informing Users about products and services offered by Partners and the Operator under the OK Poznań Program,
 - e. newsletter.
2. Commencement of using the services mentioned in paragraph 1 above is possible after prior satisfaction with the Mobile Application's technical conditions and the OK Poznań Program website in Chapter VI of the Terms and Conditions.
 3. Commencement of using the services referred to in paragraph 1 above shall be tantamount to submitting a declaration that one has read the Terms and Conditions, accepted them and undertaken to comply with them.
 4. The agreement for the provision of electronic services shall be concluded from the commencement of the use of the services referred to in paragraph 1 above.
 5. The agreement for the provision of electronic services is concluded for an indefinite period.
 6. The person using the services referred to in paragraph 1 above shall have the right to terminate the Agreement for the provision of electronic services at any time, without notice, as soon as the use of the services referred to in paragraph 1 above ceases, without the need to make any additional statements.
 7. The Operator shall have the right to terminate the electronic services Agreement at any time, without notice, if the person using the services referred to in paragraph 1 above uses them in a manner inconsistent with the Terms and Conditions.

CHAPTER VIII. DISTRIBUTION OF PRODUCTS AND SERVICES OF PARTNERS AND THE OPERATORS OFFERED WITHIN THE OK POZNAŃ PROGRAM

1. As part of its business operations, the Operator enables utilising the Mobile Application and the OK Poznań Program website, using the public telecommunications network, to purchase the products and services of Partners and the Operator offered within the OK Poznań Program based on Product or Service Purchase Agreements.
2. The purchase of Partners and the Operator products and services offered under the OK Poznań Program covered by Benefits is possible only for Taxpayers.
3. Prices of products and services of Partners and the Operator offered within the OK Poznań Program may differ from prices of the same products and services of Partners and the Operator offered outside the OK Poznań Program.
4. The prices of products and services of Partners and the Operator offered under the OK Poznań Program are in Polish zloty and are gross prices, i.e. including taxes.
5. The scope of Partner's and Operator's products and services offered within the OK Poznań Program, including the type, amount (size/number), price and duration of the offer, is subject to the sole discretion of the Partners or the Operator, in case of products and services of the Operator. The Operator may influence the content of the Partners' offers made available within the OK Poznań Program if such content is inconsistent with the terms and conditions of the agreement concluded by the Operator with the Partners.
6. The amount (size/number) of products and services of Partners and Provider offered under the OK Poznań Program that is covered by the Benefits may be limited (capped), depending on the sole discretion of the Partners or Provider (e.g. monthly or annual capping). Each time the offer of products and services referred to in the preceding sentence contains information on existing limitations (monthly or annual limits).

7. Partners and the Operator have the right to change their offers of products and services offered within the OK Poznań Program, including prices, withdrawal or introducing new offers, promotional and discount campaigns. The right referred to in the preceding sentence shall not affect Product or Service Purchase Agreements concluded prior to the effective date of the amendments. Details and duration of the action are contained in the description of the relevant offer of the Partner and Operator or separate Terms and Conditions of the promotional or discount action of the Partner or Operator.

CHAPTER IX. CONCLUSION OF A PRODUCT OR SERVICE PURCHASE AGREEMENT

1. It is possible to conclude a Product or Service Purchase Agreement:
 - a. electronically, i.e. via the Mobile Application or the OK Poznań Program website - for all Users,
 - b. stationary, i.e. at the Facility - only in the case of correctly verified Taxpayers who hold a valid (under the provisions of Chapter V, paragraph 9 of the Terms and Conditions) Plastic Card.
2. In order to conclude the Product or Service Purchase Agreement by electronic means referred to in paragraph 1(a) above, the User should:
 - a. launch the Mobile Application or go to the OK Poznań Program website and log in to their User Account,
 - b. select an interesting item - a product or service of a Partner or Operator offered within the OK Poznań Program, using the list of available items, including selecting a specific variant of the item (e.g. type, quantity (size/number),
 - c. to fill in an appropriate form, exercising due diligence and entering their personal data under reality; entering incorrect data, e.g. payer's data, making it impossible to identify the User, may result in the refusal to post the payment and cancellation of the transaction in the payment system,
 - d. make the payment corresponding to the Partner or Operator's offer within the selected form and through the selected payment operator cooperating with the Operator; in order to make the payment, the User should click on the "Buy" button, after which he will be redirected to the website of the selected payment operator.
3. The Product or Service Purchase Agreement shall be concluded electronically as referred to in paragraph 1(a) above upon payment of the price for the object of the Product or Service Purchase Agreement and the additional charge referred to in paragraph 8 if any.
4. In the case of a Product or Service Purchase Agreement concluded electronically, referred to in paragraph 1(a) above, the Operator sends to the User at the e-mail address provided by the User the confirmation of payment registration and the Purchase Confirmation, after receiving confirmation of payment by the payment operator. The User may also view the Purchase Confirmation via the User Account, using the appropriate functionality ("My purchases" tab).
5. In the case of a Product or Service Purchase Agreement concluded electronically, referred to in paragraph 1(a) above, in case of interest in receiving an invoice for purchases made under the OK Poznań Program, the User should select the appropriate option during the procedure for concluding the Product or Service Purchase Agreement referred to in paragraph 2 above, whereby:
 - a. Invoices are sent to the User at the e-mail address provided during the procedure of concluding the Product or Service Purchase Agreement referred to in paragraph 2 above, after receiving confirmation of payment from the payment operator,
 - b. Access to invoices is also possible via the relevant functionality of the Mobile Application or the OK Poznań Program website,

- c. Access to invoices is also possible at one Customer Service Point available at the following address: ul. Głogowska 16 (opposite Dworzec Zachodni), 60-734 Poznań,
 - d. The User may change the data of the entity to whom the invoice will be issued, and the Operator will use the data only for issuing the invoice,
 - e. The user may request an invoice within 3 months from the end of the month in which confirmation of payment is received from the payment operator,
 - f. correction or issuance of an invoice after completing the procedure of concluding the Product or Service Purchase Agreement referred to in paragraph 2 above is possible after the User has used the relevant functionality of the Mobile Application or the OK Poznań Program website.
6. The costs of the payment operators, including the initial transfer of the User, shall not be reimbursed even if the Terms and Conditions provide for the possibility of returning the object of a given purchase agreement for a Service Purchase Agreement.
7. When concluding a Product or Service Purchase Agreement by electronic means, as referred to in paragraph 1(a) above, it is prohibited to use bots or any other automated data communication tools allowing for purchase without human intervention. The Operator reserves the right to cancel purchases made using prohibited tools referred to in the preceding sentence.
8. The Operator may add additional fees to the price of individual products or services (in particular, a service fee expressed as an appropriate percentage of the total purchase price or fees introduced for individual products or services). The User shall be informed about the number of additional fees and the total purchase price before the purchase is allowed. The additional fees are intended, among other things, to cover the operating costs of the OK Poznań Program and the costs of the electronic payment operators cooperating with the Operator. Lack of consent for additional charges to the applicable product or service price, expressed after the purchase has been made, shall not constitute any basis for complaint or cancellation of the reservation.
9. The Operator shall not permit resale of the subjects of the Agreements concluded by Users via electronic means, referred to in Subparagraph 1(a) above. The Operator reserves the right to cancel the transaction in case of detecting an attempt to resell referred to in the preceding sentence. In addition, the Partner or the Operator - depending on which of these entities the User concluded the Product or Service Purchase Agreement, may refuse to release the purchased product, provide the purchased service, or provide other services resulting from the Product or Service Purchase Agreement.
10. Any doubts regarding the correctness of the procedure of concluding the Product or Service Purchase Agreement electronically, referred to in paragraph 1(a) above, can be reported via the Mobile Application or the OK Poznań Program website, using the appropriate functionality, by phone - at 61 250 90 90, or by e-mail - at info@okpoznan.pl.
11. In order to conclude the Product or Service Purchase Agreement by stationary means referred to in subparagraph 1(b) above, the User referred to in that provision shall:
 - a. go to the Facility,
 - b. present his Plastic Card and identity card for proof of identity,
 - c. pay for a product or service.
12. The User shall pay the price of the object of the Product or Service Purchase Agreement.
13. All amounts due under the Product or Service Purchase Agreement shall be settled in the Polish currency (PLN).
14. Each time the user bears the costs related to the use of the Internet to conclude the Product or Service Purchase Agreement electronically referred to in paragraph 1(a) above, according to the rates of the User's network operator.

15. The conclusion of a Product or Service Purchase Agreement is only possible for natural persons with total legal capacity.
16. Conclusion of a purchase agreement for products or services of the Partner or Operator requires acceptance of the Partner's or Operator's Terms and Conditions, if applicable. Failure to accept the regulations referred to in the preceding sentence, if applicable, will result in the inability to conclude a Product or Service Purchase Agreement.

CHAPTER X. IMPLEMENTATION OF THE PRODUCT OR SERVICE PURCHASE AGREEMENT

1. The implementation of the Product or Service Purchase Agreement concluded electronically referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions (rights arising from this agreement), occurring based on and upon presentation of the Purchase confirmation, at the place and time specified in this agreement and indicated in the Purchase confirmation.
2. In the absence of an express reservation to the contrary, a Purchase confirmation relating to a given Product or Service Purchase Agreement concluded electronically, referred to in Chapter IX, paragraph 1(a) of these Terms and Conditions, may be used only 1 (in words: one) time to perform this agreement.
3. The Purchase Confirmation can only be used to perform the entire Purchase Agreement for a product or service concluded by electronic means referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions to which the Purchase Confirmation applies. The Product or Service Purchase Agreement to which the Purchase Confirmation applies is not subject to partial or successive (gradual) implementation.
4. Presentation of the Purchase Confirmation is possible both in paper form - after printing - and in electronic form - via a mobile device.
5. During the performance of the Product or Service Purchase Agreement concluded by electronic means referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions, you must follow any instructions included in the Purchase confirmation or indicated therein.
6. Detailed information concerning products and services purchased based on a Product or Service Purchase Agreement concluded electronically, as referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions, including information concerning the Facility, is contained in the descriptions of individual products and services offered within the OK Poznań Program, available through the channels referred to in Chapter II, paragraph 4 of the Terms and Conditions, as well as in the Purchase confirmation.
7. The User is obliged each time to check the compliance of all data and information provided on the Purchase confirmation with the data and information provided during the procedure for conclusion of the Product or Service Purchase Agreement electronically referred to in Chapter IX, paragraph 1 of these Terms and Conditions, referred to in Chapter IX, paragraph 2 of these Terms and Conditions.
8. Any physical interference with the Purchase confirmation and its content, including, in particular, copying, altering, modifying data or making it available to third parties who are not entitled to exercise their rights under the Product or Service Purchase Agreement concluded electronically referred to in Chapter IX, paragraph 1(a) of these Terms and Conditions, is prohibited.
9. Trading in Confirmations of Purchase is prohibited.
10. Partners and the Operator are obliged to honour each valid Purchase confirmation and to exercise the rights arising from the Agreements for the purchase of a product or service concluded electronically, referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions, to which the Purchase confirmation refers, to each person authorised in this regard.

11. Partners and the Operators are obliged to implement the Product or Service Purchase Agreement concluded electronically, referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions, to the extent corresponding to the agreement's content. If the authorised person receives a product, service or other benefits from the Partner under the Product or Service Purchase Agreement with a value lower than the price paid - regardless of the reasons, the Operator shall not provide any benefits on this account, including in particular covering the possible price difference.
12. The Partners and the Operator shall be entitled to verify the Purchase confirmation and perform occasional security checks on the facility's premises under common law. In order to verify the use of the Purchase Confirmation by a person authorised to execute a given Product or Service Purchase Agreement to which the Purchase Confirmation refers, the Partners and the Operator are entitled to request the person wishing to exercise the aforementioned rights to authenticate his identity by presenting his ID card. In order to carry out the above verification, Partners and the Operator may request only to show a document proving identity. Data from the presented documents will not be archived, copied, scanned or otherwise collected (processed) by the Partners and the Operator.
13. Partners and the Operator shall be entitled to refuse to perform the Product or Service Purchase Agreement concluded electronically, referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions, in the event of:
 - a. failure to provide a Purchase Confirmation for the relevant Product or Service Purchase Agreement,
 - b. present a Purchase Confirmation that does not relate to the relevant Product or Service Purchase Agreement,
 - c. showing an illegible or damaged printout of the Purchase Confirmation,
 - d. to present the Purchase confirmation in a manner inconsistent with the terms and conditions of the Product or Service Purchase Agreement to which the Purchase confirmation relates, including in particular after the expiration of the specified deadline for performance of the agreement,
 - e. the use of the Purchase Confirmation by a person not authorised to perform the relevant Product or Service Purchase Agreement to which the Purchase Confirmation refers,
 - f. breach by a person authorised to execute a given Product or Service Purchase Agreement, to which the Purchase Confirmation pertains, of the provisions of the Terms and Conditions or other sets of rules applicable to the Partners or the Operator.
14. In case of impossibility of performance of the Product or Service Purchase Agreement concluded via electronic means referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions in a way compliant with the agreement, including in particular in case of changes to the dates or hours of performance of the agreement, the Operator shall inform the User about this fact via the Mobile Application and the OK Poznań Program website by publishing an appropriate message in the User Account. Notwithstanding the foregoing, in the case referred to in the preceding sentence, the Operator shall notify the User at the e-mail address provided by the User about this fact well in advance - as far as it is possible to keep it.
15. If it is not possible to implement the Product or Service Purchase Agreement concluded by electronic means referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions in a manner consistent with this agreement, so that the Users who concluded this agreement cannot use their rights arising therefrom, the Operator shall refund payments made for conclusion of the Product or Service Purchase Agreement under the provisions of Chapter XII of the Terms and Conditions.
16. The performance of the Product or Service Purchase Agreement concluded on a stationary basis, referred to in Chapter IX, paragraph 1(b) of the Terms and Conditions, takes place under

the terms and conditions specified and applicable at the Partner or Operator.

CHAPTER XI. LIABILITY

1. The User shall bear full responsibility for the accuracy and correctness of any data provided by him and required by the provisions of these Terms and Conditions, including any consequences resulting from the incomplete or incorrect provision of such data.
2. The Operator shall not be liable for improper protection by the User of the access to the User Account, nor for any cases of disclosure of the password to the User Account, the Poznań ID or data provided by the User, which is required under the provisions of the Terms and Conditions.
3. The Operator ensures the efficiency and correct operation of the IT System to the extent necessary to ensure proper access and use of the Mobile Application and the OK Poznań Program website 24 (twenty-four) hours a day, 7 (seven) days a week. The Operator reserves the right to temporarily suspend the operation of the IT System for technical reasons (maintenance works etc.), of which it shall inform the Users well in advance.
4. The Operator shall not be liable for any services provided by the Partner other than those stipulated in the Product or Service Purchase Agreement entered into with the Partner, as well as services not related to the Partner's products or services offered under the OK Poznań Program.

CHAPTER XII. WITHDRAWAL FROM THE PRODUCT OR SERVICE PURCHASE AGREEMENT

1. Subject to paragraph 14, a User who is a Consumer or Sole Trader who has concluded a Product or Service Purchase Agreement via the mobile Application or the OK Poznań Program website has the right to withdraw from this Agreement, without giving any reason, within 14 (in words: fourteen) days:
 - a. in the case of an Agreement for the purchase of a product or a service concerning a product, from the date on which the product is taken into possession by the entitled person, whereby:
 - i. in the case of an Agreement for the purchase of a product or a service involving multiple products which are delivered separately, in lots or in parts, from the day on which the person entitled takes possession of the last product, lot or part,
 - ii. in the case of an Agreement for the purchase of a product or a service relating to products supplied regularly during a defined period, from the date of taking possession of the first product,
 - b. from the date of conclusion of the Product or Service Purchase Agreement - in the case of a Product or Service Purchase Agreement not concerning the product.
2. On the expiry of the periods referred to in paragraph 1 above, the right of withdrawal referred to in that provision shall expire.
3. The right of withdrawal referred to in paragraph 1 above may be exercised by submitting to the Operator an unequivocal statement of withdrawal from the Product or Service Purchase Agreement:
 - a. in writing to the address of the Operator, i.e. Międzynarodowe Targi Poznańskie sp. z o.o., ul. Głogowska 14, 60-734, Poznań, marked Program OK Poznań or
 - b. electronically - to the e-mail address of the Operator, i.e. info@okpoznan.pl
4. The declaration referred to in paragraph 3 above may be made on the sample form attached as Annex 2 to the Terms and Conditions.

5. Sending the declaration referred to in paragraph 3 above before the expiry of those deadlines shall be sufficient to meet the deadlines referred to in paragraph 1 above.
6. The Operator shall immediately send the User who is a Consumer or Sole Trader the confirmation of receipt of the declaration referred to in paragraph 3 above to the e-mail address provided by the User.
7. The Operator shall immediately, but no later than within 14 days from the date of receipt of the declaration referred to in paragraph 3 above, return to the User who is a Consumer or Sole Trader the payments made by him, i.e. the price of the product or service
8. The reimbursement referred to in paragraph 7 above shall be made by the same means of payment as the one used by the User who is a Consumer or a Sole Trader, unless the User who is a Consumer or a Sole Trader has expressly agreed otherwise.
9. The User who is a Consumer or a Sole Trader shall not incur any fees in connection with the reimbursement of the payment referred to in paragraph 7 above.
10. The User who is a Consumer or Sole Trader shall return the product covered by the Product or Service Purchase Agreement to the Operator or Partner, depending on which of these entities the Product or Service Purchase Agreement was concluded with or shall return it to a person authorised by these entities, immediately, but no later than within 14 days from the date on which he or she withdraws from the Product or Service Purchase Agreement. In order to meet the deadline referred to in the preceding sentence, it shall be sufficient to return the product before the expiry of this period.
11. The User who is a Consumer or a Sole Trader shall bear only the direct costs of the return referred to in paragraph 10 above.
12. The user, being a consumer or Sole Trader, shall only be liable for any diminished value of the product resulting from the use of the product in a manner other than that necessary to establish the nature, characteristics and functioning of the product.
13. If the User who is a Consumer or Sole Trader exercises the right of withdrawal referred to in paragraph 1 above, after making a request under Article 15 (3) and Article 21 (2) of the Act on Consumer Rights, he is obliged to pay for the services provided up to the moment of withdrawal. The payment amount shall be calculated in proportion to the scope of performance, taking into account the price or remuneration agreed in the Product or Service Purchase Agreement. If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the service provided.
14. The right of withdrawal referred to in paragraph 1 above **shall not apply** in cases indicated in Article 38 of the Act on Consumer Rights, including in particular when:
 - a. The Product or Service Purchase Agreement includes the provision of services, if the services have been entirely performed with the express consent of the User who is a Consumer or a Sole Trader and who has been informed, prior to the commencement of the service, that after fulfilling the service, he will lose the right to withdraw from the Product or Service Purchase Agreement,
 - b. the object of performance in a Product or Service Purchase Agreement is a prefabricated product, manufactured to the specifications of the User who is a Consumer or Sole Trader or serving to meet his or her individual needs,
 - c. the object of the performance in a Product or Service Purchase Agreement is a perishable product or a product with a short shelf life,
 - d. the object of performance in a Product or Service Purchase Agreement is a product delivered in sealed packaging which cannot be returned after opening for health or hygiene reasons; if the packaging has been opened after delivery,
 - e. the object of the performance in a Product or Service Purchase Agreement is products which, once delivered, are inseparable from other products by their nature;

- f. the subject matter of the performance in a Product or Service Purchase Agreement are products in the form of sound or visual recordings or computer programs supplied in sealed packaging if the packaging was opened after delivery,
 - g. A Product or Service Purchase Agreement includes the provision of catering, leisure, entertainment, sports or cultural services, if the Product or Service Purchase Agreement specifies the day or period of service,**
 - h. the subject of the provision in the Product or Service Purchase Agreement is the supply of products in the form of digital content, which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the end of the period for withdrawal and after the trader has informed the consumer of the loss of the right of withdrawal.
15. In the event of the effective exercise of the right of withdrawal referred to in paragraph 1 above, the Product or Service Purchase Agreement shall be considered not to have been concluded.

CHAPTER XIII. RETURNS

1. The return of the object of purchase of a product or service is only possible in the cases and according to the terms and conditions specified and in force by the Partner or Operator.
2. In the event of non-performance of a Product or Service Purchase Agreement under the terms and conditions of that Agreement, including, in particular, upon expiry of the specified deadline for performance of that Agreement:
 - a. for reasons attributable to the User, the User shall not be entitled to a refund of the price,
 - b. For this purpose, the User shall submit a claim for reimbursement in the manner of their choice and demonstrate to the Partner or Operator, depending on which of these entities concluded the Product or Service Purchase Agreement, that the non-fulfilment of this agreement was due to reasons beyond the User's control; the Partner or Operator shall decide whether to accept the claim for reimbursement referred to in the previous sentence, depending on the circumstances referred to in the previous sentence.
3. If it is not possible to carry out the Product or Service Purchase Agreement under the terms and conditions of this agreement for reasons attributable to the Partner or the Operator - depending on which of these entities the agreement was concluded with:
 - a. concerning the conclusion by electronic means referred to in Chapter IX, paragraph 1(a) of the Terms and Conditions:
 - i. Under the Product or Service Purchase Agreement with the Partner, the Partner shall notify the User via the Operator (using the relevant functionality of the Mobile Application and the OK Poznań Program website), in advance, corresponding to the initially agreed term, of a possible new method of performance of the agreement, and the User shall notify the Operator back no later than on the expiry of the aforementioned term of performance of the agreement. The User shall notify the Operator of the acceptance of this new method or shall request a refund of the price (in any case using the appropriate functionality of the Mobile Application or the OK Poznań Program website) unless the terms and conditions specified in and applicable to the Partner and applicable to this agreement provide otherwise;
 - ii. In the case of a Product or Service Purchase Agreement from the Operator - the Operator shall notify the User (using the relevant functionality of the Mobile Application and the OK Poznań Program website), in advance, corresponding to the originally agreed date of performance of the agreement, about a possible new method of performance of the agreement, and the User shall notify the Operator accordingly, no later than by the expiry of the above-mentioned deadline, to accept this method or request a refund (in any case

- using the appropriate functionality of the Mobile Application or the OK Poznań Program website), unless the terms and conditions specified and binding for the Operator and applicable to this agreement stipulate otherwise;
- b. concerning a Product or Service Purchase Agreement concluded with the Partner by stationary means referred to in Chapter IX, paragraph 1(b) of these Terms and Conditions - the Partner will notify the Taxpayer (using the means of communication specified by the Taxpayer at the time of conclusion of the agreement) in advance, corresponding to the originally agreed date of performance of the agreement, of a possible new method of performance of the agreement. The Taxpayer will notify the Partner back, no later than by the expiry of the aforementioned deadline, if the new method is accepted or if the Taxpayer requests a refund of the price (in each case, using the means of communication specified by the Partner at the time of conclusion of the agreement). The Taxpayer will inform the Partner, not later than on the expiry of the aforementioned time limit, that it accepts this method or will request a refund of the price (in any case, utilising communication indicated by the Partner), unless the terms and conditions specified in and applicable to the Partner and applicable to this agreement provide otherwise.
 4. Where a price refund is requested under chapter III paragraph (i) and (ii) above, the Operator shall refund the price.
 5. If a price refund is requested under paragraph 3(b), the price refund shall be made by the Partner.
 6. If a Product or Service Purchase Agreement is not fulfilled for reasons attributable to a Partner or Operator, depending on which of these entities the agreement was concluded with, the price may only be refunded in the cases and under the conditions specified and applicable at the Partner or Operator, and any claims related thereto shall be addressed to the Partner or Operator respectively.
 7. In all cases, the refund is made via the original payment method unless the User expressly indicates another form of refund.

CHAPTER XIV. NEWSLETTER

1. Having placed an order by the User under the terms of this Chapter, the Operator, under the Agreement for electronic provision of services, provides the User with a newsletter service that includes sending information about the OK Poznań Program to the e-mail address specified by the User.
2. An order for the service referred to in paragraph 1 above is placed by providing an e-mail address via the website or mobile application.
3. By submitting the notification referred to in paragraph 2 above, the User declares that he agrees to receive information as part of the service referred to in paragraph 1 above.
4. The Operator shall not make the e-mail address indicated by the User to provide the service referred to in item 1 above available to any third parties.
5. The User's consent to use the service referred to in paragraph 1 above may be revoked at any time without giving any reasons. The consent referred to in the preceding sentence may be revoked in particular by sending an e-mail message to the e-mail address: info@okpoznan.pl with the content "Resignation from the newsletter service". In the event of cancellation of the consent referred to in the first sentence, the Operator shall immediately remove the e-mail address provided by the User for the purposes of the service referred to in paragraph 1 above from the database of e-mail addresses used for the provision of that service.
6. The Operator has the right to cease providing the service, referred to in paragraph 1 above, at any time. The Operator shall inform the User, to whom he provides the service referred to in

paragraph 1 above, about his intention to cease providing this service, in advance, at least a day, but no less than 7 days before the planned date of cessation of providing this service, sending for this purpose an appropriate message to the e-mail address of the User provided by him to provide this service.

7. The Operator is entitled to temporarily suspend the provision of the service referred to in subparagraph 1 above for technical reasons (e.g. maintenance, modification or repair of the IT System).

CHAPTER XV. COMPLAINTS. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND PURSUING CLAIMS

1. Each User and Taxpayer has the right to lodge a complaint on issues related to the functioning of the OK Poznań Program and performance by the Operator of the services covered by the Agreement on the provision of electronic services.
2. Complaints referred to in paragraph 1 above may be addressed to the Operator through the following channels:
 - a. via the Mobile Application or the OK Poznań Program website, using the relevant functionality ("Applications" tab),
 - b. by sending one's application by e-mail to: info@okpoznan.pl,
 - c. by applying directly to the designated Customer Service Point of the Operator: ul. Głogowska 16 (opposite Dworzec Zachodni), 60-734 Poznań, from Monday to Friday between 8.00 a.m. and 4.00 p.m,
 - d. by phone at 61 250 90 90 available from Monday to Friday from 8.00 a.m. to 4.00 p.m.; all phone calls are recorded and stored by the Operator for 1 (one) year solely for complaint handling.
3. The complaint referred to in paragraph 1 above shall be deemed to have been lodged when the User receives a confirmation of receipt of the complaint through the channel through which the complaint was lodged.
4. The Operator shall consider the complaints referenced in paragraph 1 above within 14 days of submission. Information on the consideration of the complaint shall be transmitted by the contact indicated by the complainant or in another way indicated by him.
5. The Operator recommends that the description of the complaint referred to in paragraph 1 above include:
 - a. information and circumstances regarding the subject of the complaint, in particular the nature and date of the irregularity,
 - b. description of the claim,
 - c. contact details of the complainant.
6. In the event of a lack of critical elements necessary to consider the complaint, referred to in paragraph 1 above, or encountering objective obstacles in recognising the complaint, referred to in paragraph 1 above, the Operator may request submission of additional information. In the case referred to in the preceding sentence, the time limit referred to in paragraph 4 above may be appropriately extended by the time limit indicated by the Operator, however, not longer than 14 days from the day of submitting the additional information, of which the Operator shall notify the User on each occasion.
7. Irrespective of whether a complaint referred to in paragraph 1 above is recognised or not by the Operator, there is a possibility to use out-of-court ways of dealing with complaints and claims, in particular:
 - a. apply to a permanent arbitration court for the settlement of a dispute arising from an agreement concluded,

- b. apply to the regional inspector of the Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Consumer and the Operator,
 - c. use the services of a municipal consumer ombudsman or a social organisation whose statutory tasks include consumer protection,
 - d. make use of out-of-court means of complaint handling and claim investigation via the ODR platform operating on the Internet at the address <http://ec.europa.eu/consumers/odr>.
8. Detailed information on out-of-court complaint and redress procedures can be found at <http://www.uokik.gov.pl>.
 9. Complaints relating to the implementation of the Product or Service Purchase Agreement, the subject of which is the Partner's products or services offered as part of the OK Poznań Program, must be filed directly with the Partner according to the rules applicable to the Partner.
 10. Complaints concerning payments made for the conclusion of a Product or Service Purchase Agreement shall be reported in each case to the selected payment operator, under the rules applicable at that payment operator.

CHAPTER XVI. CONTACT WITH THE OPERATOR

1. The User and Taxpayer may at any time contact the Operator with any questions or comments regarding the OK Poznań Program, including in particular in connection with the use of the Mobile Application, the OK Poznań Program Website or the Plastic Card.
2. The User may use the following methods of contacting the Operator:
 - a. via the Mobile Application or the OK Poznań Program website, using the relevant functionality ("Applications" tab),
 - b. by sending an e-mail to: info@okpoznan.pl,
 - c. by applying directly to the designated Customer Service Point of the Operator: ul. Głogowska 16 (opposite Dworzec Zachodni), 60-734 Poznań, from Monday to Friday between 8.00 a.m. and 4.00 p.m,
 - d. by phone at 61 250 90 90 available from Monday to Friday from 8.00 a.m. to 4.00 p.m.; all phone calls are recorded and stored by the Operator for 1 (one) year solely to process the request.

CHAPTER XVII. AMENDMENTS TO THE TERMS AND CONDITIONS

1. The Operator may amend the Rules if at least one of the following essential reasons (closed catalogue) occurs:
 - a. a change in the terms and conditions of the provision of services, not worsening the situation of the User/Taxpayer compared to the previous one,
 - b. changes to the scope of services provided by the Operator,
 - c. the need to update the Operator's data indicated in the Terms and Conditions,
 - d. changes to the offers made available within the OK Poznań Program,
 - e. change in the use of the Mobile Application and the OK Poznań Program website and provision of services in connection with the emergence of new functionalities or removal of existing functionalities,
 - f. change of applicable law which regulates the conduct of business by the Operator or which affects the mutual rights and obligations of the Operator and the Users or issuance of a judgment or a decision which may affect the conduct of business by the Operator and, consequently, the mutual rights and obligations of the Operator and the Users/Taxpayers,

- g. change in the way the Mobile Application or the OK Poznań Program website operates and services are provided, resulting from objective and independent technical or technological reasons.
2. The Operator shall notify of the change to the Terms and Conditions by publishing the new version of the Terms and Conditions in the Mobile Application and on the OK Poznań Program website.

CHAPTER XVIII. FINAL PROVISIONS

1. The laws of Poland shall govern these Terms and Conditions. This provision does not apply to Consumers and Sole Traders.
2. Any disputes arising out of or in connection with the Terms and Conditions, including its implementation or interpretation, shall be settled by the common court competent for the Operator's seat. This provision shall not apply to Users who are Consumers and Sole Traders.
3. None of the provisions of the Terms and Conditions shall limit the User's rights who is a Consumer or Sole Trader, which he is entitled to under the provisions of the law. In the case of the existence of such a provision, the provisions of commonly applicable law shall apply, in particular the Civil Code and the Act on Consumer Rights.
4. The choice of Polish law as the basis for the Terms and Conditions shall not deprive the User, who is a Consumer or a Sole Trader, of the protection afforded to him under provisions that cannot be excluded by way of an Agreement, under the law that would be applicable under the relevant Terms and Conditions in the absence of such choice.
5. The content of the Terms and Conditions made available by the Operator can be recorded free of charge by printing it out or saving the file with the Terms and Conditions on a storage medium.

Annexes:

Attachment No. 1 - Plastic Card Specimen

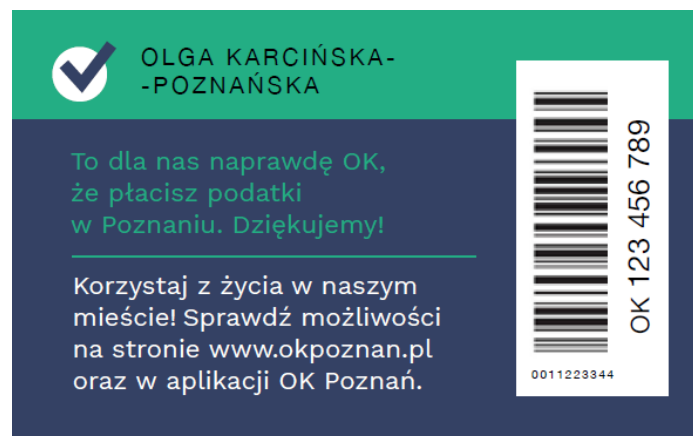
Attachment No. 2 - Specimen withdrawal form from the Agreement for Purchase of a Product or Service

Attachment No 3- Specimen form for the issue of a duplicate Plastic Card

ANNEX NO 1

TO THE OK POZNAN PROGRAM TERMS AND CONDITIONS

PLASTIC CARD SPECIMEN



ANNEX 2

TO THE OK POZNAN PROGRAM TERMS AND CONDITIONS

SPECIMEN WITHDRAWAL FORM FOR PURCHASE OF A PRODUCT OR SERVICE

....., day

.....

.....

name and address

.....

.....

.....

.....

company name and address

DECLARATION OF WITHDRAWAL FROM A DISTANCE AGREEMENT

I declare that, under Article 27 of the Act of 30 May 2014 on consumer rights, I am withdrawing from the agreement concluded on concerning the purchase of goods/services

.....

customer's signature

APPLICATION FOR A DUPLICATE OK POZNAŃ PLASTIC CARD

Poznan, day of

I would like to ask for the issuance of a chargeable duplicate of my OK Poznań plastic card due to its loss/damage.

My data:

1. full name

2. Poznań ID number

I voluntarily agree to make my above personal data available to the OK Poznań Program Operator in order to verify my status as a taxpayer in the ID Poznań system, which is necessary in order to issue a duplicate OK Poznań plastic card

The administrator of your personal data provided by the Poznań ID System in order to issue a duplicate OK Poznań plastic card is the OK Poznań Program Operator - Międzynarodowe Targi Poznańskie sp. z o.o., ul. Głogowska 14, 60-734 Poznań, contact: 61 250 90 90

Providing the above personal data and consenting to the verification of your status in ID Poznań is voluntary, but failure to provide such data will prevent you from getting a duplicate OK Poznań plastic card. You have the right to demand access to your personal data, their rectification, erasure or restriction of processing or to object to their processing, the right to data portability, withdrawal of consent to the processing of personal data and the right to lodge a complaint to the President of the Office for Personal Data Protection. For more information on the processing of your personal data, see OK Poznań Terms and Conditions

Signature of person requesting duplicate card:

CONFIRMATION OF RECEIPT OF A DUPLICATE PLASTIC CARD OK POZNAŃ

Poznan, day of

I confirm receipt of my duplicate OK Poznań card

Signature of person receiving the duplicate card:

INFORMATION ON PROCESSING OF PERSONAL DATA

1. The administrator of the Users' personal data is Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań, ul. Głogowska 14, 60-734 Poznań, entered into the Register of Entrepreneurs of the National Court Register - District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, under KRS number 0000202703 and into the Register of Active VAT Payers - NIP 777-00-00-488 (hereinafter: OK POZNAŃ).
2. The Data Protection Officer appointed by OK POZNAŃ can be contacted by e-mail at: iod@grupamtp.pl.
3. OK POZNAŃ processes Users' personal data obtained in connection with the use of the OK Poznań Program within the scope necessary for the conclusion and performance of the agreement concluded with them (including the handling of complaints on the use of the OK Poznań Program) based on Article 6.1.b of the GDPR. Providing personal data is voluntary, but failing to provide such data makes it impossible to use the OK Poznań Program (concluding an agreement with OK POZNAŃ).
4. OK POZNAŃ may process Users' personal data to establish, defend or pursue potential claims, conduct analyses and statistics, respond to Users' letters and requests and respond to pending complaints, which constitutes OK POZNAŃ' legitimate interests within the meaning of Art. 6(1)(f) GDPR, for this purpose, the OK Poznań Application and the OK Poznań Program website may collect the IP address of the User's device, the date and time of starting to use the aforementioned functionality, its version, HTTP response code, data transfer information or any questions or suggestions of the User.
5. OK POZNAŃ may also process Users' personal data to the extent necessary to keep track of their orders, which is OK POZNAŃ' legitimate interest under Article 6(1)(f) GDPR.
6. If the User expresses his consent for marketing, OK POZNAŃ processes his personal data for the purposes specified in such consent each time under Article 6(1)(a) and Article 7 of GDPR. The user has the right to withdraw the consent at any time. The withdrawal of consent shall not affect the lawfulness of data processing, which was performed based on the consent given before its withdrawal.
7. In the case of creating a User account - OK POZNAŃ processes the User's personal data (login, password, contact details) for the purpose of account maintenance, realisation of its functionality under Article 6 paragraph 1(b) GDPR - use of the account takes place based on the agreement with OK POZNAŃ (acceptance of the Terms and Conditions). The personal data is processed for the period of existence of the User's account, and then it is deleted or anonymised, i.e. processed in a manner that prevents the User's identification.
8. To the extent necessary to conclude and perform the agreements concluded through the OK Poznań Program, OK POZNAŃ discloses the Users' personal data to the Partners. Partners are independent of OK POZNAŃ as administrators of Users' personal data, and from the moment of disclosing personal data by OK POZNAŃ, are themselves responsible for the safety of said personal data. OK POZNAŃ may disclose users' personal data to entities providing OK POZNAŃ with legal, IT, maintenance, courier, postal, marketing and promotional services, transport and payment operators such as tPay.com.
9. OK POZNAŃ shall store Users' personal data for as long as it is necessary for the purpose for which they are processed, based on the following criteria: in the case of concluding a purchase agreement for a product or service for the time of executing this agreement and after its termination for the period resulting from legal Terms and Conditions obliging OK POZNAŃ to process Users' personal data for the period indicated therein (e.g. invoice data for 5 years from the end of the last accounting year). In case of processing the User's personal data for the purpose of realisation of OK POZNAŃ' legitimate interest or based on the User's consent, OK POZNAŃ shall store the User's personal data respectively for the period of realisation of these purposes or the period for which the consent was given or until the moment of respectively recognising the objection to the processing of the User's personal data or withdrawing the consent to further processing of the User's personal data.
10. The User can request access to his personal data, rectify it, and demand that incomplete personal data be supplemented, including submitting an additional statement, erasing his data or restricting its processing, and transferring his data. In the case of the processing of personal data to pursue the legitimate interest of OK POZNAŃ, the User may object to further processing his personal data. The User may lodge a complaint with the supervisory authority, which in Poland is the President of the Personal Data Protection Office, if the User considers that OK POZNAŃ is processing his personal data contrary to the GDPR.
11. The use of the Mobile Application and the OK Poznań System Website, particularly concerning the functionality of the OK Poznań User account, is not intended for persons under 16 years of age, nor is it intended to lead to the acquisition of personal data of such persons. OK POZNAŃ cannot 100% verify who is using the Mobile Application and the OK Poznań System Website. Use should be made with the consent of the parents or legal guardians of persons under 16 years of age.
12. OK POZNAŃ may process User's personal data through automated decision-making based on personal data provided by Users, including profiling. The aforementioned processing is intended to present or suggest to the Users while using the Mobile Application or the OK POZNAŃ Program website offers of Partners similar and tailored to the User's preferences. If such matching is incorrect or unsatisfactory, the User may at any time notify OK POZNAŃ using the communication channels referred to in the Terms and Conditions. OK POZNAŃ may use GPS solution in order to provide Users with the possibility of geolocation of Partners.
13. The User may enable push notifications within the Mobile Application or in the settings of the User's device. Push notifications are messages generated by the Mobile Application regarding promotional actions or discounts. These messages are displayed on the User's device regardless of whether the Mobile Application is currently open. The User activating such notification will launch the Mobile Application. Push notifications are not profiled with the use of Users' personal data; they are not dependent on Users' preferences, their display is not based on automated decisions - all Users receive the same push notifications. The enabled option of push notifications does not allow OK POZNAŃ to identify the

User. The User may at any time freely modify the settings of push notifications in the Mobile Application and the settings of the User's device.

14. The Mobile Application or the OK Poznań Program website may generate cookies, which are text files stored on the User's device. These files contain data of a technical nature relating exclusively to the use of the Mobile Application or Website by the User, including date of connection between the Mobile Application and its servers, IP address of the User's device, period of use. OK POZNAŃ is not able to identify Users based on the above cookies. OK POZNAŃ may use information from cookies to improve the functionality of the OK Poznań Program, which may involve the automatic processing of data contained in cookies. The User may at any time change the cookies settings on his device, including disabling their use, which may, however, affect the proper functioning of the Mobile Application or the OK Poznań Website.