

**Regulations of services provided by MyWebzz.com sp. z o.o.
with its registered seat in Poznań**

1. General provisions

- a. These Regulations specify the rules, the terms of access and the terms and conditions of providing services via electronic means, being in resources of the Internet service www.mywebzz.com, owned by the company MyWebzz.com sp. z o.o., with its registered seat in Poznań, at ul. Słowackiego 17/10, 60-822 Poznań, entered by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, into the Register of Entrepreneurs of the National Court Register with the entry number KRS: 0000352372, with tax identification number NIP: 781-184-92-24, statistical number REGON: 301397020 (hereinafter referred to as "Provider" or „MyWebzz.com sp. z o.o.”);
- b. These Regulations were drawn up, approved and made accessible to Users, pursuant to art. 9 clause 1 and 3 of the Act dated 18th July 2002 on providing services via electronic means (Journal of Laws of 2002, no. 144, item 1204, as amended);
- c. MyWebzz.com sp. z o.o. provides free-of-charge access to the Regulations at www.mywebzz.com. Upon demand of the User, the Regulations will be made available in a manner allowing for obtaining, reading and saving wording of the Regulations through the teleIT system used by the User;
- d. The condition for using the Services is to precisely acknowledge the wording of the Regulations and its acceptance, which is done through registration in the Internet Service.

2. Glossary

- a. **API** – a set of rules and their descriptions of the communication between the programming system of the Internet service and components developed by Users;
- b. **Pricelist** – currently applicable Pricelist published at www.mywebzz.com, containing a list of Services with the list of types and amounts of charges;
- c. **Data** or **Content** – graphic and text content such as: vector and raster graphics, documents, texts, films, animations, links, ads and other that are stored and sent in relation to using of the Internet service www.mywebzz.com;
- d. **Personal data** – personal data pursuant to the act dated 29th August 1997 on personal data protection (Journal of Laws of 2002, no. 101, item 926, as amended), thus, information regarding identified or identifiable natural person;
- e. **Domain** – unique numeric Internet address identifying network device to which the name of the domain indicated by the User was allocated;
- f. **External providers** – third parties (e.g. wholesale of photos, clipart, icons) cooperating with the Providers in the scope of providing content available within the Internet service www.mywebzz.com.
- g. **Consumer** – a natural person executing an agreement with a purpose not directly related to their commercial or professional activity;
- h. **User's Account** – an account in the Internet service www.mywebzz.com, individually assigned to the User, established after registration in the system of MyWebzz.com sp. z o.o. enabling the User to log in all Internet Services with the same Login and Password and enabling the User to use the Services. Access to the User's Account is possible after entering the proper Login and Password or logging in through the Facebook profile of the User;

- i. **Login** – a sequence of characters introduced by the User at the stage of Registration in the Internet Service, allowing for later identification of the User during using of the Internet Service;
- j. **Renewal of Services** – execution of the Agreement on providing of Services for a subsequent settlement period;
- k. **Settlement Period** – a period of one year or another settlement period specified in the Pricelist regarding settlement of services provided under the subscription;
- l. **Service Charge** – a fee paid by the Subscriber being remuneration of the Provider for providing of Services in a given settlement period;
- m. **Registration Procedure** – a procedure enabling the User to establish a password to access all Services through entering an e-mail address (Login) and completing the registration form available at <http://www.mywebzz.com/auth/login> and accepting of the Regulations;
- n. **Disk Space** – amount of space dedicated for the User's content that is located in the memory of the Provider's Server (measured in MB);
- o. **Regulations** – this document specifying the terms and conditions of providing services for the benefit of the Users of MyWebzz.com sp. z o.o. with its registered seat in Poznań;
- p. **Registration** – a one-off action including the User's opening of an individual Account in the Internet Service www.mywebzz.com (User's Account).
- q. **Internet Service** – the Provider's Internet Portal at www.mywebzz.com together with its sub-websites;
- r. **Internet Website** – a set of information and contents stored by the Client within the Disc Space and made available through the Internet;
- s. **Sub-domain** – a part of the Internet address located at the main address www.mywebzz.com and being within the main domain;
- t. **Transfer** – a limit of activity, measured in the IP layer, to and from the Server from the Internet, arising from parameters of the selected pricing plan placed at the Provider's Website (measured in MB);
- u. **Agreement** – an agreement on providing of services via electronic means executed between the Provider and the User and specification in the Internet Service and the Account; executed upon Registration in the Internet Service – including the Subscription agreement to which these Regulations apply;
- v. **Subscription Agreement** – agreement on providing of Services in a permanent manner, settled periodically in recurrent settlement periods;
- w. **Payment System** – IT system functioning in the Internet of an external entity (Payu.pl or Paypal.pl) servicing payments for the Service;
- x. **Services** – paid and unpaid services provided on the basis of the Regulations, through Internet Services, including making the following services available to the User with fragmentary services:
 - i. Service including developing and publishing of Internet websites,
 - ii. Service of a platform for sale of pieces of work by Authors;
- y. **Provider** - MyWebzz.com sp. z o.o. with its registered seat in Poznań, at ul. Słowackiego 17/10, 60-822 Poznań, registered in the register of entrepreneurs of the National Court Register with the entry number 0000352372, whose registration files are kept by the District Court in Poznań, 8th Commercial Division of the National Court Register, with share capital amounting to PLN 7 200.00, with tax identification number NIP: 781-184-92-24, statistical number REGON: 301397020;
- z. **User** – entity (natural person, judicial person or organizational unit without capacity to perform acts of law), having access to the account, after completion of the registration procedure, through the Login and Password and using services provided by the Provider in the Internet Service www.mywebzz.com. User may be also a natural person with limited capacity to perform

acts of law (a minor above 13 years old and partially incapacitated) under condition of obtaining prior consent of the statutory representative serviced to the address of the company;

- aa. **Author** – User, who develops own content (e.g. ready-made websites, components, photos) according to requirements of the platform and make sit available for sale in the Internet Service www.mywebzz.com.

3. Provided services

- a. Internet Service is dedicated to be used by the Users.
- b. The Provider provides two main Services:
 - ii. Service including creating and publishing of Internet websites,
 - iii. Service of a platform for sale of pieces of work by Authors.

3.1. Service of creating and publishing of Internet websites

The following Services are integral and inseparable parts of the Service including creating and publishing of Internet websites:

- a. Access to the User's Account – service enabling the User to order and use Services in the Internet Service, modify parameters of Services, control settlements with the Provider, obtain information regarding Services ordered by the User in the Internet Service, possibility to have access and change Personal Data;
- b. Application to edit Websites – service allowing for building and modifying websites by the User, designing ready-made templates of websites;
- c. Disc Space – service allowing for storing the User's data in the Provider's Server, in order to locate created Websites and contained Data;
- d. Data Transfer – maximum amount of information (measured in MB) that may be transferred through the connection within one settlement period;
- e. CMS (Content management) – service allowing for modification, adding and deleting data;
- f. Content Manager – service allowing for searching, adding and using contents of External Providers and Authors;
- g. Sub-domain – service including possibility for the User to use selected name in the main domain (e.g. „nazwamojejstrony.mywebzz.com”);
- h. Own domain – service allowing for connecting, using own Domain or purchasing of a domain in the Internet Service, under which the Website created by the User will be available in the Internet;
- i. Catalogue of ready-made Websites (templates) – service allowing for browsing and selecting a ready-made Website by the User for further modification and publishing.

3.2. Service of a platform for sale of pieces of work by Authors

Internet Service provides the Authors with access to the platform for sale of pieces of work of graphic artists and programmers, which is an integral and inseparable part of the Service. The **Platform for sale of pieces of work by Authors** embraces the following:

- a. Access to the Author's Account – service enabling the Author to manage sale of the pieces of work;
- b. Sale platform – application allowing sale of pieces of work by the Authors;
- c. Loading module – service allowing the Authors to place the Contents and the description in the Internet Service.

4. Terms and conditions of using the Internet Service

- a. The condition for using the Services provided by MyWebzz.com sp. z o.o. through the Internet Service is to previously perform the Registration in the Internet Service and to accept the Regulations.
- b. At the registration the User is obliged to provide the proper e-mail address which will be treated as the User's Login after completion of the registration procedure.
- c. Services are free-of-charge unless otherwise specified in their descriptions.
- d. To use the Internet Service the User needs to have a device allowing for accessing the Internet, including the software for browsing through its resources, accepting cookies and an e-mail account.
- e. The User shall at its own expense bear costs related to obtaining access to Services, including telecommunication, bank and postal charges, costs of purchasing hardware or software to use the Services, designing websites or configuring own computer system.
- f. Each User using the Internet Service is obliged to observe these Regulations.
- g. The wording hereof may be saved by the User through printing out, recording in a carrier or downloading at any time from the Internet website www.mywebzz.com.
- h. The Provider shall grant to the User the non-exclusive right to use information contained in the Internet Service, pursuant to provisions of the act dated 4th February 1994 on copyright and related rights (i.e. Journal of Laws 2006.90.631).
- i. MyWebzz.com sp. z o.o. has all ownership copyright to the logotype, name, Internet address and other visual identification materials of www.mywebzz.com.
- j. Any ownership copyright to content published in the Internet Service of www.mywebzz.com shall be property of MyWebzz.com sp. z o.o. or other cooperating entities (External Providers or Authors) and shall be legally protected.
- k. Matters not provided for herein, in particular submitting statements of will via electronic means, shall be governed by provisions of the Civil Code and the act on providing services via electronic means.
- l. The name of the Internet Service, its concept, graphic design, logotype, software and data base shall be legally protected.

5. Execution of the agreement and registration

- a. The Agreement shall be executed upon registration in the Internet Service.
- b. The Agreement shall be executed for an undefined period of time.
- c. Registration in the Internet Service shall be done through completion of the form available at: <http://www.mywebzz.com/auth/login> or through the User's Facebook profile.
- d. The User provides the following data at the Registration in the Internet Service:
 - a) e-mail address,
 - b) password.
- e. The User's acceptance of the Regulations shall be unequivocal to submission of the following representations:
 - i. I have capacity to incur liabilities on my own behalf/on behalf of the User;
 - ii. I have acknowledged the Regulations, I accept all provisions thereof and I shall be obliged to observe them;
 - iii. I acceded using of the Services of the Internet Service voluntarily;
 - iv. I grant my consent for receiving, to the e-mail address provided in the Account settings, of messages from MyWebzz.com sp. z o.o., and information about impediments, changes or technical breaks in functioning of the Internet Service;

- v. I grant my consent for processing my Personal Data by MyWebzz.com sp. z o.o., provided initially in the registration form and possibly changed or supplemented during using of the Internet Service, in order to verify quality and satisfaction of Users and market analysis, including research of behavior and preferences of Users, with the purpose of improving quality of Services provided in the Internet Service;
- vi. I was informed about purposes of processing of my Personal Data and about the fact that its providing is voluntary, as well as that I have a right to access my data and change it.
- f. During the Registration in the Internet Service the User provides the Login (User's e-mail address) and the Password.
- g. The User, at the Registration, confirms acknowledgement of the Regulations, acceptance of all the provisions thereof and becomes obliged to observe them.
- h. After completion of the Registration in the Internet Service there is the User's Account created.
- i. Parameters, type, characteristics of the offered Services and the method of their ordering are available at <http://www.mywebzz.com/static/pricelist>.
- j. The Subscription agreement shall be executed for an undefined period of time, set with the Settlement Period of the Service according to the Pricelist.
- k. Upon the registration, the User becomes obliged to update the contact data, including in particular the e-mail address, in order to ensure effective communication with the Provider. Therefore, the User acknowledges that failure to observe the above obligation may cause blocking of the account and access to services, including also deletion of the User's account and related Services.
- l. The User shall grant his consent to the Provider for storing small text files in his computer (so called cookies) necessary for proper provision of Services by the Provider. These files do not collect the User's Personal Data, do not change the settings of the computer, are not used to install or uninstall any software, viruses, Trojans or other malicious software, do not interfere with integrity of the system or data of the User, are not processes by other Internet Services and may be deleted by the User at any time.
- m. In the case of death of the User, being a natural person, or liquidation of the User, being a judicial person or an organizational unit without capacity to perform acts of law, the Agreement shall expire and the User's Account shall be deleted as a result of notification of the circumstances of the case to the Users Service Department through the contact form available at www.mywebzz.com.
- n. The Provider shall not be responsible for data and materials introduced to its Internet Service.

6. Payments

- a. The Provider reserves the possibility to introduce Paid Services. Shall Paid Services be introduced, they will be provided by the Provider for the benefit of the User only after submitting of a relevant order and payment of remuneration.
- b. The User may make the payment in a payment form, selected out of forms proposed by the Provider, in particular through the Payment System, kept by an external entity. The Provider shall not be responsible for technical difficulties or limitations occurring during making of the payment using the Internet Service servicing payments.
- c. The rules of making the payments by Users through the Payment System:
 - i. Payments through the Payment System may be made only by persons authorized to use a given instrument on the basis of which the payment is made, in particular a given payment card may be used only by its solely authorized holder.

- ii. The Provider, in its Internet Service, provides Users with access to a relevant transaction form. Data from the form is automatically provided to the Payment System Partner through the Payment System.
- iii. The User, having approved the transaction form in the User's Internet Service and having selected the payment form through the Payment System, is automatically redirected correspondingly: in the case of payments with payment cards – to the Internet website of the Payment System being the authorization-settlement centre or to the Internet website of the Payment System Partner being the authorization-settlement centre, in the case of payments with Internet bank transfer – to the Internet website of the Payment System Partner being a bank, and in the case of traditional transfer – to the Internet website of the Payment System.
- iv. In order to make the payment the User should confirm making of the payment on the Internet websites of a relevant Payment System Partner according to the rules specified by this Partner. In the case of introducing any changes in the payment form available at these websites and automatically completed by the Payment System, the payment cannot be realized.
- d. The Provider reserves the right to change prices and parameters of the provided services.
- e. Change of prices during the agreement period shall not oblige the User to make additional payments and the Provider to make any refunds.
- f. Payments for Services may be made for many settlement periods at once.
- g. Amounts in VAT invoices shall be determined upon the Provider's Pricelist.
- h. After realization of the service, the Provider shall issue a VAT invoice for the User for the provided Services upon request of the buyer.
- i. The User grants his consent to issuing VAT invoices by the Provider without signature of the recipient on the basis of the made orders.
- j. The User, upon purchasing of the service, shall be obliged to provide his true Personal Data in the Account. The Data is necessary to issue VAT invoices:
 - i. The User not being a Consumer: name of the entity, name and surname of the person authorized to represent the entity, address of the registered seat and the tax identification number NIP,
 - ii. Consumer: name and surname, address of residence.

7. Obligations, rights and liability of the User

- a. The User shall be obliged to provide true data in the process of ordering the service.
- b. To cooperate with the Internet Service www.mywebzz.com the User shall be required to use a computer or another teleIT device connected to the Internet, as well as software for electronic mail and a website browser (Mozilla Firefox version 4.0 and up, Internet Explorer version 9.0 and up, Google Chrome) and Adobe Flash Player (version 10.01 and up).
- c. The User using services of MyWebzz.com sp. z o.o. within the Internet Service available at www.mywebzz.com shall be bound with the provisions hereof.
- d. The User is aware of risks entailed in using of the service and related necessity to use passwords at a relevant level of security.
- e. The User shall be obliged to preserve secrecy of access data and to make all efforts in order to make it impossible for unauthorized persons to access the User's Account.
- f. It shall be forbidden to send, dispatch, make available and publish contents infringing in any manner rights of third persons, intellectual property, decorum, legal order or the provisions hereof by the User, and in particular:

- i. contents being vulgar, pornographic, discriminative, offensive or in any other manner infringing personal rights of other persons, exhorting to hostility or hatred, etc.,
 - ii. contents infringing rights of third persons, including mainly intellectual property rights such as copyright, rights to trademarks, right for privacy, etc.; if the User is not eligible to use these rights in that scope,
 - iii. contents leading to committing of a crime;
 - iv. contents containing hyperlinks to Internet websites containing unlawful contents or contents infringing the provisions hereof in any manner;
 - v. contents having negative impact on functioning of the Internet Service (slowing it down, damaging, destabilizing work of the Internet Service);
 - vi. leading to distribution of malicious software – such as viruses, Trojans, bugs, etc.;
 - vii. leading to unauthorized distribution of contents protected with copyright;
 - viii. leading to providing the Provider with untrue Personal Data, untrue data provided at the Registration in the Internet Service or opening of an Account with data of another entity without its permission.
- g. The User acknowledges that failure to fulfill the obligation specified in point f may result in blocking of the account and of access to services, including deleting of the User's account and of related services.
 - h. The User shall be obliged to make timely payments resulting from using of the Services.
 - i. The User shall bear full responsibility for consequences of using the services provided by the Provider.
 - j. It shall be forbidden to use the Internet Service in a manner contradictory or improper to its purpose.
 - k. The User shall be obliged to make timely payments.
 - l. In the case of exceeding the parameters of the ordered Service, the User shall have a right to order changing of parameters of the Service.
 - m. In the case of exceeding the parameters of the ordered Service and the User does not use the option to change parameters of the Service, it will be provided only to parameters that were originally ordered.

8. Obligations, rights and liability of the Provider

- a. The Provider shall make all efforts to guarantee uninterrupted and correct functioning of the services offered to the User. The Provider shall not be responsible for errors in functioning of the Internet Service due to reasons lying on the part of other entities.
- b. The Provider shall be obliged to perform technical supervision over the services, as well as it reserves the right to introduce changes in configuration of the services in case of difficulties in their functioning or necessity to update the software.
- c. The Provider shall not be responsible for:
 - i. Any damage of the User arising from improper recording or reading of data,
 - ii. The manner in which the Accounts and services will be used by the Users,
 - iii. Consequences of third persons' becoming in possession of the User's password as a result of activity of the User,
 - iv. Breaks in functioning of Internet Services and personalized services occurred due to technical reasons (maintenance, review, exchange of equipment) or independent from the Provider,
 - v. Changing or losing data due to a breakdown of equipment, system or due to other circumstances independent from services of the Provider,

- vi. Any consequences, including potential financial losses, arising from maintaining of the User's domain or its improper functioning and resulting from the offered services.
- d. The Provider shall have a right to cease provision of Services for the benefit of the User in case of the User's infringement of the Regulations.
- e. The Provider shall be authorized to display the marking of the Internet Service in the Users' Websites. The marking may include the logotype, the name, and the link to websites of the Internet Service or other data of the Provider.
- f. The Provider shall have a right to select the type, the form and the place of marking the User's Website.
- g. The Provider shall not be responsible for activity of the User and the Data provided, stored or published by Users through the Website functioning within the Internet Service.
- h. The Provider shall not be responsible in the case of any claims addressed by third persons related to Data of the User provided, sent, dispatched, published or distributed through the Website in any other manner. Responsibility in that scope shall be borne only by the User who used the disputable Data.

9. Claims

- a. Any claims from the User caused by improper providing of services by the Provider should be filed in a written form, otherwise nul and void, at the address of the registered seat of the Provider. Claims filed by the User shall contain the Login of the User, subject of the claim and a description justifying the claim.
- b. Claims shall be filed within 14 days from the date when the User filing the claim got to know about the subject of the claim.
- c. The date of the Provider's receiving the claim shall be considered the date of the claim's filing.
- d. The Provider shall be obliged to make his position towards the claim within 21 days from its receiving, through expressing his opinion with justification. Shall it be necessary to provide additional information, the Provider shall be obliged to notify the User about such necessity within 21 days from receiving of the claim.
- e. The User may pursue claims towards the Provider in court proceedings only after completion of the claim procedure.
- f. The total amount of all and any financial claims of the User towards the Provider cannot exceed the amount paid for the Service purchased by the User.
- g. Any claims regarding the manner of providing of Services by the Provider arising from the User's lack of knowledge or non-observance hereof shall not be considered.
- h. Commencement of the claim procedure shall not release the User from the obligation to pay the service charge in a timely manner.

10. Privacy Policy

- a. Users agree to free-of-charge processing of their data for the purpose of the Provider's providing of the service upon terms and conditions specified in provisions of the personal data protection act.
- b. Besides the above specified case, data of the User may be made available only to relevant authorities of justice and public authorities authorized to have access to the data pursuant to and within the applicable provisions of law.
- c. The User shall represent that he consents to processing personal data pursuant to the personal data protection act.

- d. The Provider's deleting of Personal Data, upon request of the User, causes that further provision of Services by the Provider becomes technically impossible and shall mean deletion of the account of this User and dissolution of the Agreement.
- e. The Provider processes Personal Data of Users for purposes:
 - i. necessary to conclude, shape the wording of the Agreement, to change, dissolve and properly perform the Services, as well as make settlements with the User;
 - ii. of marketing of own products and services;
 - iii. of checking quality and satisfaction of Users and market analysis, including analysis of behavior and preferences of Users in order to improve quality of Services provided in the Internet Service.
- f. The User shall represent that he was informed about his right to access his data and change it if it is incomplete, invalid or untrue, and additionally he represents that granting of the consent is voluntary.
- g. The User shall consent to receiving commercial information from the Provider via electronic means pursuant to the act on providing services via electronic means.
- h. The Provider shall be obliged not to disclose personal data to third persons, except for cases specified in provisions of law and necessary to fulfill terms of the agreement.
- i. Data is collected in the system through all available technical solutions ensuring its integrity and unavailability for unauthorized persons.
- j. The User may change the data at any time. The User shall bear full and exclusive responsibility for consequences of providing untrue data.

11. Sub-domain

- a. When developing the Website, without prejudice to provisions hereof, the Provider shall enable the User to select the Sub-domain for their own Website (e.g. jankowski) out of names of available Sub-domains.
- b. It shall be forbidden to use names of Sub-domains infringing in any manner rights of third persons, decorum, legal order or the provisions hereof, containing in particular:
 - i. terms that are vulgar, offensive, discriminative, exhorting to hostility or hatred;
 - ii. legally protected trademarks, marks, names, etc. if the User is not eligible for the right to use them in that scope.
- c. The Provider shall remain the owner of the Sub-domain granting a free-of-charge license to the User for using this Sub-domain for the period of the Agreement.
- d. The license shall authorize to use the Sub-domain only within the Internet Service.
- e. The granted license shall be non-exclusive, non-transferrable, non-disposable, excluding the right to grant sub-license and shall not be geographically limited. The license may be terminated at any time, preserving the 7-day notice period or without preserving the notice period immediately in case of infringement of the provisions hereof.
- f. The license said above shall expire upon dissolution of the Agreement at the latest.
- g. The User, pursuant to applicable provisions of law and provisions hereof, shall be fully responsible for any actions that will occur in the Website using the selected Sub-domain.
- h. The User shall be fully responsible for the selection of the Sub-domain,
- i. The Provider does not verify whether the User, when selecting the Sub-domain, infringes rights of third persons or any provisions of law. Granting the license to the User to use the Sub-domain shall not mean granting of any rights related to the Name of the Sub-domain to the User, except for those explicitly arising herefrom, or shall not mean considering that the User does not infringe rights of third persons.

12. Domain registration

- a. Within the Account the Provider allows the User to select and purchase one or more Domains under which the Website may be accessible, according to the Account specification provided through the Internet Service. The catalogue of domains of the highest level, out of which it is possible to select the Domain, is specified through the Internet Service.
- b. The service charge excludes the registration fee and the domain purchase price.
- c. The User may register and purchase one or more domains to one Website.
- d. The settlement period for the Domain is one year.
- e. The User shall be each time the party to the Domain registration agreement which means that the User shall be eligible for the rights to the Domain.
- f. Information whether a given Domain is available is based on information provided by third parties and refers only to the moment when the User was provided with this information. Allocating a domain to the User takes place only after registration of the Domain and making of an entry to the data base of the relevant Register.
- g. The User, exercising its right to select the Domain within the offered Services, commissions to the Provider execution of the Domain registration agreement with the Registrar, on behalf and for the benefit of the User, in the relevant Register, and in that scope he shall authorize the Provider to execute the subject agreement, in particular to acknowledge and accept provisions of relevant regulations applicable at a given Registrar and in the relevant Register. Upon the User's request the Provider shall provide the User with terms and conditions regarding registration and maintenance of Domains applicable at a given Registrar and in the relevant Register.
- h. The User shall be obliged to provide all and any information and data necessary to execute, on his behalf and for his benefit, the Domain registration agreement, as specified in the registration form. Incomplete data in the registration form leads to failure in Domain registration. The Provider shall be the technical contact person linked to the registered Domain specified in the Domain registration agreement.
- i. Change of the Domain specified by the User after its registration at a given Registrar is inadmissible. If a Domain specified by the User is allocated to other person, the User shall have a right to select another Domain.
- j. The Domain registration agreement is executed for a defined period of time specified according to the terms and conditions regarding registration of domains applicable at a given Registrar and the terms and conditions regarding registration of domains applicable in a relevant Register. The User using the Account with reference to the Website to which a Domain is assigned, in the Website's Subscription Period following payment of the Service charge, may prolong validity period of the Domain. A User, who did not pay the Service charge for the next Account's Subscription Period, may request the Provider, in writing or via e-mail, until expiry of the Domain's validity, to transfer the Domain to other Registrar.
- k. The User shall be fully responsible for the made selection of the Domain.
- l. Any disputes between the User and a third person related to the Domain shall be dissolved without participation of the Provider.
- m. The Provider shall not be liable for the User's infringements of the terms and conditions regarding domain registration applicable at a given Registrar, the terms and conditions regarding domain registration applicable in a given Register, or rights of third parties in relation to selection of the name of and using the Domain by the User.
- n. It shall be prohibited to register and use Domains infringing in any manner rights of third parties, the decorum, legal order or the provisions hereof, and in particular containing:
 - i. terms that are vulgar, offensive, discriminative, exhorting to hostility or hatred;

- ii. legally protected trademarks, marks, names, etc. if the User is not eligible for the right to use them in that scope.
- o. The User shall be obliged to immediately notify the Provider about:
 - i. each case of the User's losing of rights to any Domain allocated to the Website he develops,
 - ii. commencement of administrative, court or criminal proceedings regarding the Domain allocated to the Website he develops,
 - iii. Each decision of the court, including amicable court, and decisions of authorities regarding the Domain allocated to the Website he develops.
- p. The User shall be authorized to transfer or assign the Domain registered through the Provider to another Registrar, according to the regulations applicable at the previous and the future Registrar and regulations applicable in the relevant Register. The User shall notify the Provider in advance about any intention of transfer or assignment. In the case of a transfer or assignment of the Domain, the Website is reallocated with the Sub-domain selected during the Website registration. Neither the transfer nor the assignment of the Domain triggers restoring of the used limit of domains available within the Services provided by the Provider. In the case the transfer or the assignment of the Domain entails any charges for the benefit of the previous or future Registrar, the transfer/assignment is admissible provided all related costs are covered beforehand.

13. Dissolution of the Agreement, blockade and deletion of the Account, Data or the Website

- a. The User may dissolve the Agreement at any time without providing for the reason.
- b. The User's dissolution of the Agreement includes sending of information regarding termination of the agreement to the following e-mail address: contact@mywebzz.com
- c. The Agreement may be dissolved by the Provider in cases specified herein and preserving the 14-day notice period.
- d. During the Subscription Period when the Agreement, pursuant hereto, is an agreement executed for a defined period of time, the Parties may dissolve the Agreement only in the case the other Party infringes the provisions hereto. Shall that be the case, provisions of points a-d above shall not be applicable.
- e. The User's Account, Data or Website may be blocked or deleted by the Provider in the situation of:
 - i. the User's infringement of the provisions hereof,
 - ii. the User's undertaking of actions with detriment to other Users or the Provider,
 - iii. placing in the Account of Data that has adverse impact on functioning of the Internet Service,
 - iv. registering in the Internet Service of a User not having full capacity to perform acts of law without the required consent of the statutory representative shall the Provider have justified doubts in this regard,
- f. If the Provider blocks or deletes an Account, opening of a new Account shall require prior consent of the Provider.
- g. Unblocking of an Account is possible through filing of a claim that is positively opinioned by the Provider.
- h. Data is deleted after 90 days from the date of dissolving of the Agreement.

14. Change of the Regulations

- a. The Provider shall reserve the right to amend the Regulations without necessary specification of the reason therefor.

- b. In the case of any amendments hereto, the Provider shall immediately notify the Users through e-mail and through publishing a consolidated text of the Regulations in the Internet Service, specifying the effective date of the amended Regulations.
- c. Shall the User not accept the introduced amendments, the User may, by the date specified by the Provider in the serviced notification, dissolve the Agreement deleting the Account. Shall the Provider not use the above right, the amended Regulations shall become effective on the date specified in the above said notification.

15. Final provisions

- a. Shall any of the provisions hereof occur to be or become invalid or ineffective, the remaining provisions hereto shall remain in force and shall remain binding for the parties. The Parties shall introduce new fully effective provisions in place of the invalid or ineffective provisions. Shall there be no agreement between the parties, relevant provisions of law shall apply.
- b. The User's transferring of rights arising herefrom onto a third party shall require prior written consent of the Provider otherwise nul and void.
- c. In case of any dispute arising from realization of the Agreement executed between the Provider and the User, the court geographically relevant for the seat of the Provider shall be the court relevant to settle the dispute. This reservation shall not be applied towards Users being Consumers.
- d. The registered seat of the User shall be the place of providing Services.
- e. Application, interpretation and execution hereof and of the agreement shall be governed by Polish law. In case of any disputes related hereto provisions of Polish law shall apply, including provisions of the Civil Code and relevant acts.
- f. Legal disputes arisen between the Provider and the User, not being a Consumer, shall be settled by the court relevant by competence in Poznań. In the case of Users being Consumers, the court of general competence pursuant to provisions specifying competences of courts shall be the court relevant for settling of the dispute.
- g. These Regulations shall become effective on the date of their publishing on the Provider's Internet Service and shall be since that day applicable to newly executed or renewed agreements with the Provider.