

## TERMS AND CONDITIONS OF USE OF MODIVO MARKETPLACE SERVICE BY PARTNERS WITH BUSINESS REGISTERED OUTSIDE POLAND

### 1. DEFINITIONS

**Modivo.pl** – MODIVO S.A. based in Zielona Góra (Nowy Kisielin - Nowa 9, 66-002 Zielona Góra), entered into the business register of the National Court Register kept by the 3. District Court in Zielona Góra, VIII Economic Division of the National Court Register, under the number KRS 0000541722, NIP 929-13-53-356, REGON 970569861, share capital: 2.008.001 PLN, paid in full;

- 1.1. **Regulations/Agreement** – this document, which sets out, in particular, the rules of using the Marketplace Service by Partners, rights and obligations of Modivo.pl and the Partner; this document is the regulations referred to in Article 8 of the Act of July 18, 2002 on electronic services (Journal of Laws 2020.344, as amended);
- 1.2. **Marketplace Service** – a paid service provided to the Partner by Modivo.pl, in particular, via the Online Store, as defined in point 3.1. of the Regulations);
- 1.3. **Partner** – a seller within the meaning of the Civil Code, who has concluded an Agreement with Modivo.pl and as part of its business activity deals with the retail sale of Products in the Modivo.pl Online Store;
- 1.4. **Company Account** – the Modivo.pl electronic service that enables the Partner to use the Marketplace service. The Partner shall access the Company Account using a Login and Password;
- 1.5. **Sales Agreement** – a sales contract within the meaning of the Civil Code concluded between the Partner and the Customer via the Online Store, the subject of which is the sale of the Product by the Partner to the Customer. The Sales Agreement specifies, in particular, the Product, its main features, price, shipping costs and other relevant conditions. Each Product is the subject of a separate Sales Agreement;
- 1.6. **Product(s)** – goods or goods offered by the Online Shop, whereby the presentation of the Product(s) in the Online Shop does not constitute an offer within the meaning of the Civil Code;
- 1.7. **Price** – gross amount (including tax) specified in Polish zlotys or other currencies due to the Partner for the transfer of ownership of the Product to the Customer in accordance with the Sales Agreement. The price does not include delivery costs;
- 1.8. **Offer** – the price of the Product set by the Partner along with the number of available pieces, added to the Product as part of the Company Account and available to the Customer as part of the Online Shop.
- 1.9. **Content** – any textual, graphic or multimedia elements related to the Products, in particular descriptions, photos, logos, trademarks, graphics, markings, promotional videos, provided Modivo.pl by the Partner on the terms described in the Terms and Conditions and in the format each time specified by the Modivo.pl;
- 1.10. **Settlement period** – a period of consecutive calendar days counted from the first to the fifteenth day of a calendar month (understood to be the first (1) Settlement Period) or from the sixteenth to the last day of a calendar month (understood to be the second (2) Settlement Period);

- 1.11. **Remuneration** - remuneration consisting of commissions and commission fees due Modivo.pl from the Partner for the performance of the Agreement, determined in accordance with the rules described in section 8 of the Terms and Conditions;
- 1.12. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC;
- 1.13. **Technical requirements** – for Web page - a computer, laptop, or other multimedia device with Internet access, access to e-mail and an active email address; web browser: Mozilla, Firefox, Microsoft Edge, Opera, Google Chrome, Safari in version from the last 24 months with recommended minimum screen resolution: 1024x768; enabling the ability to save Cookies in the web browser and Javascript support. For the Application - a mobile device with active access to the Internet and an Android system installed in an updated version to a version no older than 2 years old and available Google services or an iOS system in an updated version to a version no older 2 years old. For some features, a mobile device with a camera and geolocation service (GPS). The app should be updated to the latest version available.

The definitions used in these Regulations have the meanings given in the [www.modivo.pl](http://www.modivo.pl) Online Store Terms and Conditions, which can be found under: unless the context of their use clearly indicates otherwise, or the Regulations provide otherwise. The Partner declares that they have read and accepted the Terms and Conditions of the Online Shop and will comply with them, to the extent that these Terms and Conditions apply to the Partner.

## **2. GENERAL PROVISIONS**

- 2.1. The Regulations define the rules for the Partner's use of the Marketplace Service. The Partner's acceptance of the Regulations is voluntary, but necessary to use the Marketplace Service.
- 2.2. The Marketplace Service is subject to positive verification by Modivo.pl of the attractiveness of the brand, its potential, recognition, uniqueness of the product range, complementing the current offer of Modivo.pl, the Partner agrees to maintain certain standards that are the basis for its positive verification by Modio.pl throughout the period of its use of the Marketplace service.
- 2.3. In order to use the Marketplace Service, the Partner must present the consent of the party authorized to mark the brands with which the Products offered for sale by the Partner are labeled within the Online Store. This condition is met when the Partner presents Modivo.pl with the consent of the aforementioned right holder in accordance with Appendix No. 1 of these Regulations. Modivo.pl reserves the right to exempt the Partner from the obligation to provide the above consent, of which the Partner shall be informed on a case-by-case basis.
- 2.4. If the rights to the brand used to mark the Products by the Partner offering the Products as part of the Online Store are vested in registered trademarks, the Partner undertakes to indicate the trademarks used to mark the Products in an agreement, the specimen of which constitutes Appendix No. 1 of these Regulations.
- 2.5. A change to the brand used to mark the Products by the Partner or the type of assortment offered, or extension to an additional assortment (e.g., introduction of a different brand) not covered by prior approval shall require prior approval of Modivo.pl on the terms described in paragraphs 2.3 and 2.4.
- 2.6. In order to use the Marketplace Service, it is necessary to meet the Technical requirements and comply with the provisions of the Regulations.

- 2.7. The Parties are obliged to take actions to minimize the risks associated with services provided via electronic means. In particular, the Partner is obliged to keep the password and login strictly confidential and not to make them available to unauthorized persons. Furthermore, the Partner shall be liable to Modivo.pl and third parties for the acts and omissions of persons acting on their behalf as for their own acts and omissions.
- 2.8. The Marketplace service is available in the territory of the Republic of Poland.
- 2.9. Modivo.pl may entrust subcontractors with the performance of its individual obligations provided for in the Regulations. Modivo.pl takes steps to prevent this from affecting the functioning of the Online Store and the scope and quality of the Marketplace Service.
- 2.10. The Partner is obliged, in particular, to:
- 2.10.1. provide only true, current and all necessary data of when using the Marketplace Service;
  - 2.10.2. provide, as part of using the Marketplace Service, only such personal data for which it has a valid basis for processing within the meaning of the provisions of the GDPR;
  - 2.10.3. use the Marketplace Service in a way that does not interfere with the functioning of Modivo.pl or the operation of the Online Store, as well as in a manner consistent with applicable law, the provisions of the Regulations, as well as with the customs and rules of social coexistence adopted in a given scope;
  - 2.10.4. immediately update data, including personal data provided to Modivo.pl in connection with the use of the Marketplace Service, in particular to the extent that it is necessary for the provision of the Marketplace Service;
  - 2.10.5. inform about the loss of consent/authorization to represent the brand and to offer it within the Marketplace Service;
  - 2.10.6. not to provide, within the Online Store, any content prohibited by applicable law, in particular content that violates the proprietary copyrights of third parties or their personal rights;
  - 2.10.7. not taking actions such as:
    - a) sending or posting unsolicited commercial information in the Online Store or posting any content that violates applicable law (prohibition of posting unlawful content);
    - b) undertaking IT activities or any other activities aimed at acquiring information not intended for the Partner, including data of other Partners, or interference with the principles or technical aspects of the functioning of the Online Store.
  - 2.10.8. in the event that any public administration authority applies to Modivo.pl or any proceedings are initiated against Modivo.pl, the Partner agrees to provide Modivo.pl immediately (no more than 48 hours) upon request from the public administration authorities with any information and evidence requested by the authorities.
- 2.11. In addition, the Partner is obliged to submit to Modivo.pl a statement about the place of permanent business or its registered office, depending on the form of business activity conducted by the Partner, from which/from which the sale is made. The Partner is also obliged to inform Modivo.pl about all tax establishments or fixed places of business in countries other than the country of the Partner's registered office or fixed place of business. The Partner is obliged to inform Modivo.pl each time no later than 7 days from the date of the change, regarding the change of the place from which the sale is made, within the meaning of this provision.
- 2.12. Modivo.pl may temporarily disable certain functionalities of the Online Store or the Marketplace Service for technical reasons in order to improve them, add new functionalities or perform maintenance. Modivo.pl shall each time inform the Partner about the suspension or limitation of the provision of the Marketplace Service by sending an appropriate message to the Partner's e-mail address constituting the Login and posting an appropriate message as part of the Online Store or the Company Account.

### **3. MARKETPLACE SERVICE**

- 3.1. Modivo.pl, on the terms described in the Regulations, provides the Partner with the Marketplace Service, which includes:
- 3.1.1. enabling the creation of a Company Account;
  - 3.1.2. enabling Partners to add Products to the Online Store offer as well as to add descriptions of the offers in the Online Store;
  - 3.1.3. enabling the display of the Offer in the Online Store in order to present it to the Customers of the Online Store;
  - 3.1.4. enabling Partners to conclude Sales Agreements with Customers via the Online Store;
  - 3.1.5. conducting marketing activities aimed at promoting the Products in the Online Store's offer;
  - 3.1.6. communication by Modivo.pl with Customers in the scope regarding Orders / concluded Sales Agreements and after-sales service (e.g., inquiries regarding Product complaints and returns).
- 3.2. The Agreement is concluded upon receipt by the Partner of the confirmation of registration (Account creation) sent by Modivo.pl to the Partner's e-mail address, which is the login.

### **4. REGISTRATION (CREATING A COMPANY ACCOUNT)**

- 4.1. The Partner's use of the Marketplace Service is possible after the Partner has registered in the Online Store (creating a Company Account). The Partner may have only one Company Account, unless individual arrangements between the Parties indicate otherwise.
- 4.2. To register as part of the Online Store (creating a Company Account), it is necessary to:
- 4.2.1. submitting a statement via the appropriate checkboxes on (i) reading and accepting the Regulations, (ii) reading the information on the processing of personal data, and (iii) delivery of the required documents resulting from the provisions of points 2.3 and 2.4 of the Regulations;
  - 4.2.2. correctly filling in the registration form as part of the Online Store by providing the following data:
    - a) the company and the name of the business used in trade;
    - b) VAT number, REGON, KRS (if applicable);
    - c) seat and address (street, apartment number, city, postal code, country);
    - d) an official telephone number and e-mail address for contacting the Partner, which can also be used by consumers,
    - e) data of the person/ persons authorized to act on behalf of the Partner, i.e., name, surname, telephone number, and e-mail address, together with an indication of the basis for authorization;
    - f) details of the person of contact authorized to act on behalf of the Partner, in matters related to customer service and, if such a person has been appointed in the Partner's company, in matters related to marketing activities (name, surname, telephone number, e-mail address),
    - g) information about the conducted activity specified in the form (e.g., product categories, sales method).
  - 4.2.3. positive verification of the Partner carried out by Modivo.pl, which includes in particular:
    - a) the correctness of the data indicated in point 4.2.2 above;
    - b) the Partner's credibility, verified in every way consistent with applicable law, including by:
      - comparison of the data provided by him with publicly available data (e.g., KRS);
      - analysis of whether the Partner's assortment corresponds to the assortment available in the Online Store;
      - analysis whether the Partner's assortment does not infringe the rights of Modivo.pl or third parties, including other Partners, or does not infringe the reputation of Modivo.pl and other Partners.

- 4.2.4. Pursuant to Article 30(1)(b) of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act), the Partner is obliged to provide the Modivo.pl with a copy of the trader's identity document or any other electronic identification as defined in Article 3 of Regulation (EU) No 910/2014 of the European Parliament and of the Council. The copy of the document referred to in the preceding sentence should be clear and allow for the unambiguous identification of the person concerned, and the technical conditions for its transmission will be agreed between the Partner and the Modivo.pl.
- 4.2.5. In the case of Partners who already use the Marketplace Service, the documents referred to in section 4.2.4 shall be provided by the documents referred to in sections 4.2.1 – 4.2.4 immediately, no later than 12 months from February 17, 2024, under pain of suspension of the service.
- 4.3. As part of the verification referred to in point 4.2.3 and 4.2.4 above, Modivo.pl has the right to request the Partner to submit relevant documents or provide explanations in order to confirm the correctness of the data provided in the registration form, as well as to verify the credibility and reliability of the Partner.
- 4.4. If the requirements set out in point 4.2 above are met, Modivo.pl shall immediately send a confirmation of registration (Company Account creation) to the Partner's email address, constituting the Login, along with the activation link.
- 4.5. If the requirements set out in point 4.2 above are not met, Modivo.pl shall immediately send information about the refusal to register (create a Company Account) to the Partner's e-mail address constituting the Login, along with an indication of the reasons for the refusal to register (create an Account).
- 4.6. On the terms provided for in the Regulations, the Partner within the Company Account, in particular:
- 4.6.1. can change the Password;
  - 4.6.2. manages the data provided as part of registration (creating a Company Account) and when using the Marketplace Service, in particular the data visible in the Online Store (e.g., Partner's identification data and the rules for processing personal data by the Partner);
  - 4.6.3. can set preferences regarding notifications/messages in connection with the operation of the Company Account;
  - 4.6.4. can add Products to the Online Store offer and manage these Products;
  - 4.6.5. the Offer specifies the price of the product, the quantity of products offered (stock depth);
  - 4.6.6. defines the rules for the Sales Agreements concluded by them, including the methods and costs of delivery as well as the methods of payment;
  - 4.6.7. manages Customer Orders;
  - 4.6.8. has the option to designate persons authorized to use the Company Account and define the scope of this authorization.
- 4.7. Modivo.pl sends notifications/messages to the Partner in accordance with the Partner's preference settings, and in the absence of preference settings – according to the default settings.
- 4.8. By using the Online Shop, the Partner undertakes not to provide, transmit or publish illegal content or within the Marketplace Service. Detailed information on dealing with illegal content as well as content that does not comply with the terms of provision of the Marketplace Service is provided in Appendix 12 to the Terms and Conditions.

## **5. SELLING PRODUCTS THROUGH AN ONLINE STORE**

- 5.1. The Partner declares and ensures that they have the necessary experience as well as human and warehouse resources that enable them to properly perform the Regulations and the Sales Agreements, and that they will perform the Regulations and the Sales Agreements with due diligence appropriate for entities conducting business activity and taking into account applicable law. In order to maintain quality standards in order to maintain an attractive and consistent image of the Online Shop in the perception of customers, to ensure the highest customer satisfaction, as well as to minimize the risk of transaction cancellation. Modivo.pl reserves the right, on the terms set out in these Terms and Conditions, to temporarily or permanently block Offers that do not meet the quality criteria, in particular such as: incorrect assignment of categories, photos that do not meet the quality requirements of the Modivo.pl, errors in the size area and other errors that may significantly affect the shopping experience of Customers.
- 5.2. The Partner concludes Sales Agreements on their own behalf and for their own account. The Partner declares and ensures that the sale conducted by them as part of the Online Store takes place as part of their business and is of a professional nature for them.
- 5.3. As part of the Partner's profile visible in the Online Store, the following are made available:
  - 5.3.1. data allowing the identification of the Partner;
  - 5.3.2. rules of the Product return and complaint policy;
  - 5.3.3. information on the method and cost of delivery.
- 5.4. The Product offered by the Online Store has the so-called Product page, which includes in particular:
  - 5.4.1. information on the Product (Product specification), in particular, the description, parameters, and photos of the Product, including information required by generally applicable laws relevant to the properties of a given good;
  - 5.4.2. information about the providers of the Product, the Price of the Product, the shipping time.
- 5.5. Products added by the Partner to the offer of the Online Store:
  - 5.5.1. must belong to the category of Products described in Appendix No. 2 to the Regulations;
  - 5.5.2. must be original, and the Partner must be fully entitled to sell them to Customers, and such sale may not infringe any rights of third parties;
  - 5.5.3. must be brand new and packed in original packaging; and must be available in all possible sizes appropriate to the Product;
  - 5.5.4. must be admitted to trading and meet all requirements in accordance with generally applicable law and meet all quality standards applicable around the world, with particular emphasis on the territory of the European Union;
  - 5.5.5. must have the necessary documentation required under generally applicable law, in particular the necessary approvals, quality certificates, declarations of conformity, warranty documents, maintenance instructions, and other documents necessary for the proper use of the Products;
  - 5.5.6. may not be the subject of security, court or enforcement proceedings;
  - 5.5.7. they may not be encumbered with any third-party rights, and no third-party claims may be filed against them.
  - 5.5.8. must meet certain quality criteria specified in these Regulations, including the criteria referred to in sections 2.2 and 5.1.
- 5.6. Products that do not meet the requirements set out in point 5.5 above may not be presented and sold via the Online Store. Modivo.pl has the right to require the Partner to immediately submit relevant documents or provide explanations in order to confirm that the Product meets the requirements indicated in point 5.5 above.

- 5.7. If the Partner becomes aware that the Product does not meet any of the requirements indicated in point 5.5 above, the Partner is obliged to inform Modivo.pl immediately, no later than within 48 hours from the moment of receiving the indicated information, by e-mail to the address [partner@modivo.com](mailto:partner@modivo.com). Modivo.pl removes a given Product from the Online Store's offer and informs the Partner about it.
- 5.8. If Modivo.pl has a reasonable suspicion that the Product does not meet the requirements set out in point 5.5 above, Modivo.pl shall summon the Partner to remove the offer in question that does not comply with the Regulations immediately within no more than 48 hours from the notification. If the above-mentioned deadline expires without effect, Modivo.pl shall have the right to suspend the Partner's Company Account. Modivo.pl shall inform the Partner of the suspension of the Company Account along with the reasons for removal. The provisions contained in Appendix 12 regarding the handling of illegal content or content that does not comply with the Terms and Conditions applies to Products that do not meet the requirements of paragraph 5.5 above.
- 5.9. The Partner independently adds the Product to the Online Store's offer in accordance with the instructions prepared by Modivo.pl. subject to the provisions of 5.17 below. The Product will appear in the Online Store's offer after being accepted by Modivo.pl within 3 working days. Modivo.pl informs the Partner each time the Product is included in the offer of the Online Store or the refusal to include the Product in the offer of the Online Store, together with the reasons for the refusal. Modivo.pl is entitled to use the Content provided by the Partner along with adding a Product and to modify them. In the event that the Content, after modifications made by Modivo.pl, would affect the scope of the Partner's obligations towards the Customer, the Partner undertakes to inform Modivo.pl about it (submission of objections) within 2 days from the appearance of the Product in the Online Store's offer by e-mail to the following address: [opisymarketplace@modivo.com](mailto:opisymarketplace@modivo.com). Partners are entitled to use Content provided by other Partners only to the extent necessary to add the Product to the Online Store's offer in accordance with the Regulations (adding the offer to an existing Product page).
- 5.10. At the request of the Partner, Modivo.pl may take photos of a given Product for additional remuneration and on the terms specified in the individual arrangements between the Parties. The photos will be used to add the Product to the Online Store's offer, considering the rules described in point 5.9 above.
- 5.11. If the Product (identification based on the EAN code) or a different size of the Product is already in the Online Store's offer, the Partner cannot modify or supplement the existing Product page. The Partner can propose a new description or report amendments to the existing description of a given Product to the following e-mail address: [opisymarketplace@modivo.com](mailto:opisymarketplace@modivo.com).
- 5.12. The Marketplace service aims to expand the assortment available as part of the Online Store. The offers within the Online Store are displayed to the Customers taking into account the placement rules, which are described in detail on the website <https://partner.modivo.com/pl/terms> (tab: Other – Help for Sellers). If the placement rules are changed, the provisions of point 15 of the Regulations shall apply accordingly.
- 5.13. The Partner undertakes to apply the Delivery Policy and the Return Policy to the Customers within the Online Store, which constitute Appendix No. 5 and Appendix No. 6 to the Regulations, respectively.
- 5.14. The Partner is solely responsible (Modivo.pl shall have no liability for this) and is obliged to provide Customers with all information in a reliable, truthful and legal manner, in particular in the scope of:
- 5.14.1. features and availability of the Product, including the number of available pieces of the Product;
  - 5.14.2. Product price;
  - 5.14.3. delivery methods and costs;

- 5.14.4. payment methods from among those available as part of the Marketplace Service;
  - 5.14.5. Product return policy (withdrawal from the Sales Agreement);
  - 5.14.6. Product complaint policy.
- 5.15. Modivo.pl is entitled to assess Partner's efficiency. The principles of Partner's performance evaluation and the consequences of failing to meet certain Partner's performance indicators are defined in Appendix No. 7 to the Regulations.
- 5.16. The Partner agrees not to include in the Online Store or in the processing of Orders any content that directly or indirectly aims to encourage Customers to purchase Products outside the Online Store.
- 5.17. Modivo.pl declares that in order to best adapt the offer of the Online Shop to the needs of the Customers and to make the shopping experience more attractive to the Customer, the assortment of the Online Shop may be categorized, m.in, due to the seasonality of the seasons or due to its availability to the Customers. It is the Partner's responsibility to determine the seasonality of its Product offerings, m.in. by adding a product series assigned to the relevant autumn/winter or spring/summer season. The season of the Product, at the time of its introduction to the assortment of the Online Store, should correspond to the current season promoted in the Online Store. In the event that the season of a given Product does not correspond to the current season promoted in the Online Shop or if a given Product has a limited number of available sizes, then the Modivo.pl reserves the right to decide to move the Partner's offer to the "Outlet" category. The Partner acknowledges and accepts the above, and therefore declares that it will not make any claims against Modivo.pl due to the transfer of the Product to the "Outlet" category, including claims related to lost profits.

## **6. PAYMENTS AND DELIVERY METHODS**

- 6.1. The Partner undertakes to provide Customers with the following payment methods as part of the Online Store:
- 6.1.1. payment via the payment operator with whom Modivo.pl cooperates as part of the Online Store – the list of payment operators is attached as Appendix No. 3 to the Regulations;
- 6.2. The Partner is obliged to perform the activities necessary to start cooperation with the payment operator referred to in point 6.1.1 above, in particular in the field of identification referred to in the Act of March 1, 2018, on counteracting money laundering and terrorist financing (i.e., Journal of Laws of 2020, item 971, as amended). Principles of cooperation with the payment operator, referred to in point 6.1.1. above, in connection with the Partner's use of the Marketplace Service, are specified in Appendix No. 8 to the Regulations.
- 6.3. In the event that the Customer effectively withdraws from the concluded Sales Agreement, the Partner is obliged to return the payment to the Customer.
- 6.4. Detailed instructions concerning the Partner's actions in case of deliveries and returns are specified in Appendices No. 5 and 6 to the Regulations.

## **7. ORDER MANAGEMENT AND CUSTOMER SERVICE**

- 7.1. The Partner manages the placed Orders via the Account.
- 7.2. The Partner is obliged to send the Customer the Product which is the subject of the Order accepted by the Partner within the time specified in Appendix No. 4. If the Order is rejected, the Partner is obliged to indicate the reasons for the rejection of the Order.



7.3. The Partner is obliged to update the status of the Order on an ongoing basis. As part of the Online Store, the following Order statuses are provided in particular:

- 7.3.1. "order acceptance in progress";
- 7.3.2. "booking of payment in progress";
- 7.3.3. "shipping in progress";
- 7.3.4. "shipped";
- 7.3.5. "rejected";
- 7.3.6. "received";
- 7.3.7. "returned";
- 7.3.8. "canceled";
- 7.3.9. "closed."

Order statuses indicated in points 7.3.1, 7.3.2, 7.3.6, 7.3.7, 7.3.8, and 7.3.9 are sent as part of the Online Store automatically, and the rest – manually. In the event that, in the opinion of the Partner, there is a need to correct the status of the Order, the Partner shall immediately inform Modivo.pl about it.

7.4. Modivo.pl sends the Customer an e-mail notification about the change in the status of the Order, referred to in points 7.3.1, 7.3.3., 7.3.4, and 7.3.5. The Partner undertakes not to send e-mails regarding the Order on their own.

7.5. Modivo.pl communicates with the Customers on the terms set out in Appendix No. 9 to the Regulations.

## **8. REMUNERATION**

8.1. The Partner is obliged to pay Modivo.pl the Remuneration for each Settlement period.

8.2. The Remuneration is a specific net percentage of the gross value of the Products sold by the Partner via the Online Store, including the costs of delivery of the Products and settled by Modivo.pl during the Settlement period. The basis for calculating the Remuneration does not include amounts due under Sales Agreements from which the Customer has effectively withdrawn using the right to withdraw from a distance contract.

8.3. In case of sale by the Partner of at least one (1) unit of the Product – the Remuneration referred to in point 8.2. above is increased by a fee in the amount specified in Appendix No. 4 to the Regulations ("Subscription Fee"). This fee will stop being charged from April 4, 2024.

8.4. The percentage rates of the Remuneration are specified in Appendix No. 4 to the Regulations.

8.5. The Remuneration is each time increased by the due tax on goods and services at the applicable rate.

8.6. The Remuneration is calculated based on the sales report of a given Partner, which will be available on the Account.

8.7. Within 5 days from the end of each Settlement period, Modivo.pl shall provide the Partner with a VAT invoice for the amount of the Remuneration due to Modivo.pl for a particular Settlement period. The Remuneration due to Modivo.pl shall be paid within 15 days from the date of issuance of a VAT invoice to the bank account indicated on the VAT invoice, subject to the provisions of points 8.6-8.8. The date of payment shall be the date on which Modivo.pl's bank account is credited. The electronic VAT invoice will be sent to the e-mail address indicated in the Company Account, indicated as the billing address, or, if not indicated, to the main address.

- 8.8. Modivo.pl has the right to set off any claims due to Modivo.pl against the Partner, in particular claims for Remuneration, with claims due to the Partner against Modivo.pl for Products sold by the Partner via the Online Store.
- 8.9. The Partner authorizes Modivo.pl to transfer to the payment operator referred to in point 6.1.1 of the Regulations a direct debit to Modivo.pl of the amounts due to Modivo.pl for the use of the Marketplace Service, in particular the Remuneration.
- 8.10. The remaining funds accumulated in the Company Account, after deducting all receivables due to Modivo.pl, shall be paid to the Partner within 5 days after the end of each Settlement period to the Partner's bank account indicated in the Company Account.

## **9. LICENSE**

- 9.1. The Partner declares that the Content made available to Modivo.pl under the Agreement is not burdened with any defects, in particular legal defects, which could hinder or prevent Modivo.pl from using the Content in the manner described in the Agreement.
- 9.2. As soon as the Partner makes the Content available to Modivo.pl, the Partner grants Modivo.pl a non-exclusive license to use the Content, without the need to take additional steps, in all fields of use known on the date of the Agreement, in particular:
- 9.2.1. in terms of recording and reproducing the Content – producing copies of the Content using a specific technique, including printing, reprographic, magnetic recording, and digital technology;
  - 9.2.2. in the scope of disseminating the Content in a manner other than specified in point 9.2.1, making the Content available in such a way that everyone can access them via the Internet at a place and time chosen by them.
- 9.3. The license for the Content is granted without territorial limitations, for a period of 5 years. After the expiration of the period referred to in the preceding sentence, the license for the Content is automatically renewed for another 5 years, unless either Party submits a statement of lack of will to renew the license for the Content no later than 14 days before the expiration of the 5-year period. The Parties' representations referred to in this clause shall be made in documentary form under pain of nullity. The Parties make their representations according to the rules described in point 13.6 of the Regulations. Partner agrees not to renew the Content license and not to terminate the Content license during the term of the Agreement. For renewal of the Content license for successive five-year periods, the provisions of this section shall apply accordingly.
- 9.4. Modivo.pl has the right to grant a further license for the Content (sub-license), in particular to the extent necessary to carry out marketing activities for the Partner.
- 9.5. The Partner grants Modivo.pl permission to use and dispose of derivative works that will be created using the Content.
- 9.6. The Partner undertakes and guarantees that persons entitled by virtue of moral rights to the Content will not exercise these rights in relation to Modivo.pl or third parties acting on behalf of Modivo.pl. In the event that third parties assert claims against Modivo.pl relating to the Content, Partner shall indemnify, defend and hold Modivo.pl harmless from such third-party claims, and pay all costs, expenses, and damages associated therewith.
- 9.7. As soon as Modivo.pl provides the Partner with photos of the Products, taken by Modivo.pl on behalf of the Partner on the terms set out in point 5.10 of the Regulations and as part of individual arrangements between the Parties, Modivo.pl grants the Partner a non-exclusive license to use these photos without the need to take additional steps in the following fields of use:
- 9.7.1. sharing photos in such a way that everyone can access them via the Online Store at a place and time chosen by them.

- 9.8. As soon as Modivo.pl provides the Partner with an interface enabling communication between the Partner's IT system and Modivo.pl IT system allowing the provision of the Marketplace Service (API – application programming interface), Modivo.pl grants the Partner a non-exclusive license to use this interface, without the need to take additional steps, in the following fields operation:
- 9.8.1. temporary multiplication by magnetic recording and digital technology to the extent that the Partner or persons authorized by the Partner to use the Account can access the Marketplace Service via the Online Store at a place and time chosen by them.
- 9.9. Licenses granted by Modivo.pl based on point 9 are granted without territorial restrictions, for the duration of the Agreement, and solely for the purpose of its performance, without the right to grant further licenses.
- 9.10. Remuneration for the licenses referred to in point 9 of the Regulations is accounted for as part of the Remuneration.

## **10. MARKETING ACTIVITIES**

- 10.1. Modivo.pl may conduct marketing activities aimed at promoting the Products in the Online Store's offer, in particular, Modivo.pl may organize:
- 10.1.1. advertising campaigns;
- 10.1.2. contests;
- 10.1.3. discount/promotional campaigns.
- 10.2. Modivo.pl will inform the Partners about ongoing and planned marketing activities, if such activities are related to the additional remuneration referred to in section 10.4 below, through the Company account or the main e-mail address indicated by the Partner, if the Partner has indicated a person authorized to act on its behalf in the field of marketing activities, such information may also be provided to the indicated person.
- 10.3. Partners may voluntarily join marketing activities organized by Modivo.pl on the terms set out in separate Regulations, which are each time made available to Partners as part of the Online Store. The Partner's participation in a specific marketing activity may affect the visibility or the order in which their offers are displayed in the Online Store. Detailed information in this regard is specified in the Regulations referred to in this point.
- 10.4. The terms of use of particular marketing activities, in particular additional Remuneration for conducting them, may be established separately.
- 10.5. Modivo.pl reserves the right to conduct surveys in the field of customer satisfaction assessment in connection with the Sales Agreement, which the Partner hereby acknowledges and accepts.

## **11. RESPONSIBILITY**

- 11.1. Modivo.pl undertakes to act with due diligence to ensure that the Online Store and the Marketplace Service operate continuously without disturbances preventing the execution of Orders.
- 11.2. Modivo.pl is not responsible for any damage to the Partner, including loss of profits, unless the damage was caused intentionally by them.
- 11.3. Modivo.pl is not responsible for the Partner's activities as part of the Online Store, including in connection with the use of the Marketplace Service. In particular, Modivo.pl is not responsible for the performance of Sales Agreements concluded by the Partner with the Customer via the Online

Store, Products sold by the Partner via the Online Store and the accuracy of the information provided by the Partner, in particular, placed on the Product page available in the Online Store.

- 11.4. The Partner is solely responsible for its activities as part of the Online Store, including as part of using the Marketplace Service, in particular, this applies to liability towards Customers for the performance of Sales Agreements, for Products sold by the Partner via the Online Store and the truthfulness of the information provided by the Partner.
- 11.5. The Partner is solely responsible for the accuracy of the information placed on the Product page available in the Online Store. This also applies to information prepared by Modivo.pl based on the Content provided by the Partner, if the Partner did not raise any objections in the manner provided for in point 5.9 of the Regulations or if these reservations were considered by Modivo.pl.
- 11.6. In a situation where in connection with the activities of the Partner as part of the Online Store, including in connection with the use of the Marketplace Service, non-performance or improper performance of obligations provided for in the Agreement by the Partner or false/outdated statements of the Partner contained in the Agreement, will be reported to Modivo.pl claims by the Customer or third parties, the Partner shall, to the fullest extent possible, release Modivo.pl from possible liability towards the Customer or third parties, in particular, it undertakes to take, at its own expense and risk, all legal steps ensuring due protection of Modivo.pl against such requests or their consequences, including undertakes to replace Modivo.pl, or failing that, to start any proceedings on the part of Modivo.pl, and undertakes to compensate Modivo.pl in full for all costs that Modivo.pl will be obliged to incur in relation to the Customer or third parties, and the costs of the proceedings in full. The provisions of this point 11.6 shall apply accordingly also after termination of the Agreement by either of the Parties.

## **12. COMPLAINTS**

- 12.1. Complaints related to the Marketplace Service may be submitted to the e-mail address: [partner.reklamacje@modivo.com](mailto:partner.reklamacje@modivo.com). In the complaint, please describe the reasons for the complaint, the Partner's request and information allowing the identification of the Partner, i.e., e.g., Partner's identification data, Login.
- 12.2. Modivo.pl shall consider complaints meeting the requirements specified in point 12.1. above within 30 days from the date of their receipt and informs the Partner about the result of their consideration. If the data or information provided in the complaint needs to be completed, Modivo.pl asks the Customer to complete it before considering the complaint. The lack of response to the complaint within the aforementioned period is not considered as an acceptance of the complaint.

## **13. AGREEMENT TERMINATION**

- 13.1. The Agreement is concluded for an indefinite period.
- 13.2. The Partner may terminate the Agreement at any time with one month's notice, effective at the end of the calendar month. After this time, the Partner's use of the Company Account will be limited to the fulfillment, and processing of obligations arising up to the date of expiration of the notice period without the possibility of offering Products for sale through the Online Store. Termination of the Agreement should be sent to the e-mail address [partner.wypowiedzenie@modivo.com](mailto:partner.wypowiedzenie@modivo.com). The Partner may use the termination template attached as Appendix No. 11.
- 13.3. Modivo.pl may terminate the Agreement at any time with one month's notice effective at the end of a calendar month, in particular, due to technical or organizational changes within the scope of Modivo.pl activity, as well as in case of a Partner's violation of the provisions of the Regulations or loss of Partner's credibility verified according to the rules indicated in the

Regulations. Modivo.pl may also terminate the Agreement in part as to the Partner's ability to offer a specific category of Products or Product at any time with one month's notice effective at the end of the calendar month due to changes in the assortment of the Online Store, including due to the selected commercial strategy or marketing purposes of the Modivo.pl. A statement of termination of the Agreement or partial termination should be submitted to the other party in the form of a document, otherwise it will be null and void.

- 13.4. The Partner is obliged to perform the tasks resulting from previously concluded Sales Agreements also after the termination of the Agreement, in particular, in the scope of exercising the Customer's right to withdraw from the Agreement, processing claims resulting from statutory warranty, and granting warranties.
- 13.5. Notwithstanding Modivo.pl's entitlement under point 13.3 above, Modivo.pl may terminate the Agreement without notice in the following cases:
  - 13.5.1. the Partner repeatedly violates the provisions of the Regulations;
  - 13.5.2. the level of the Partner's effectiveness referred to in point 5.15 of the Regulations falls many times below the thresholds indicated in Appendix No. 7;
  - 13.5.3. the Partner's activity is contrary to the applicable moral standards, calls for violence or committing a crime, and also if it violates the rights of third parties;
  - 13.5.4. the Partner does not pay the dues resulting from cooperation with Modivo.pl as part of the Marketplace service by the due date.
- 13.6. Modivo.pl sends its statement on the termination of the Agreement to the Partner's e-mail address, which is Login, indicating the justification for its decision. The Partner sends their statement on the termination of the Agreement to the e-mail address: [partner.wypowiedzenie@modivo.com](mailto:partner.wypowiedzenie@modivo.com).
- 13.7. Modivo.pl, regardless of the possibility of terminating the Agreement referred to in point 13.5 above, may decide to suspend the Partner's access to the Marketplace Service with immediate effect in the cases indicated in point 13.5 above until the situation is clarified. Modivo.pl sends the Partner, upon suspension of access to the Marketplace Service, information about the suspension to the e-mail address constituting the Login, along with the reason for the suspension.
- 13.8. The Partner is obliged to properly perform the Sales Agreements concluded before the termination of the Agreement or suspension of access to the Marketplace Service.
- 13.9. Modivo.pl, depending on its decision and its legal obligations, may, after the termination of the Agreement, store information provided or generated by the Partner in connection with the use of the Marketplace Service. The Partner, depending on Modivo.pl's decision, in justified cases may, after the termination of the Agreement, gain access to the information referred to in the preceding sentence, on the terms specified by Modivo.pl each time.

#### **14. PROCESSING OF PERSONAL DATA**

- 14.1. As part of the performance of the Agreement, each of the Parties remains a separate administrator of the personal data of its employees and associates involved in the performance of the Agreement within the meaning of the GDPR.
- 14.2. The Partner undertakes to process the Customers' personal data in accordance with applicable law, in particular the GDPR, and is obliged to properly fulfill the information obligation towards Customers by placing relevant information as part of their Account, which will then be made available to Customers as part of the Online Store on the terms provided for in the Regulations.
- 14.3. As a rule, the Parties are independent administrators of Customers' personal data. In the event that the Parties would entrust personal data for processing (in particular – to the extent to which

Modivo.pl will process Customer data on behalf and for the benefit of the Partner), it takes place in accordance with the provisions governing the protection of personal data and the data processing agreement personal data, which constitutes Appendix No. 10 to the Regulations.

## **15. CHANGES TO THE REGULATIONS**

- 15.1. Modivo.pl may amend these Regulations at any time, in particular in the event of one of the following important reasons:
- 15.1.1. a change in the law regulating the provision of electronic services affecting the mutual rights and obligations set out in the Agreement, or a change in the interpretation of the above legal provisions as a result of court judgments, decisions, or recommendations of offices or bodies competent in a given field;
  - 15.1.2. change in the manner of providing the Marketplace Service particularly due to technical or technological reasons (e.g., updating the Technical requirements indicated in these Regulations, updating placement rules);
  - 15.1.3. changing the scope of the Marketplace Service by introducing new, modifying or withdrawing the existing functionalities covered by the Regulations by Modivo.pl.
  - 15.1.4. changes in the price list/percentage rates of the Remuneration;
  - 15.1.5. changes in the privacy policy and improvement of Customer privacy protection;
  - 15.1.6. changes to the Product categories/product range.
- 15.2. In the event of introducing changes to the Regulations, Modivo.pl will provide the consolidated text of the Regulations 15 days in advance by publishing it as part of the Online Store and by means of a message sent to the e-mail address provided by the Partner, which is the Login, which the parties recognize as introducing information about the change in the Regulations to the means of electronic communication in such a way that the Partner can learn its content.
- 15.3. The Partner may terminate the Agreement before the expiry of the period referred to in point 15.2 above.

## **16. FINAL PROVISIONS**

- 16.1. The Regulations come into force on April 4, 2024.
- 16.2. The law applicable to the Agreement is the law of the Republic of Poland, and the competent courts are common courts in the Republic of Poland, unless otherwise provided for in mandatory provisions of law. Any disputes between the Service Provider and the Partner related to the Agreement shall be submitted to the court having jurisdiction over Modivo.pl's seat.
- 16.3. The Parties will strive to amicably settle any disputes between the Service Provider and the Partner related to the Agreement, in particular as part of mediation. If the Party consents to mediation in writing under pain of nullity, the mediation will be conducted by a mediator from the European Mediation Institute or a mediator from the Mediation Center at the National Council of Legal Advisers on the terms specified by the indicated center. Modivo.pl bears a reasonable proportion of the total mediation costs, which will be agreed between the Parties in each case. The list of mediators and the current mediation regulations are available at <https://instytutmediacji.eu/> (for the European Mediation Institute), or <http://mediacje.kirp.pl/> for Mediation Center at the National Council of Legal Advisors.
- 16.4. Modivo.pl, without changing the Agreement, may modify the technical method of implementing the Marketplace Service, in particular for technological reasons (the development of browsers and technology), but it cannot affect the scope and quality of the Marketplace Service, as well as the scope of the rights and obligations of the Partner and Modivo.pl.
- 16.5. Modivo.pl provides technical and organizational measures appropriate to the degree of security threat to the Marketplace Service provided.

- 16.6. The Partner may dispose of the rights or obligations related to the Agreement only based on the prior consent of Modivo.pl expressed in writing, otherwise null and void.
- 16.7. Partners can access the Regulations at any time, as well as print them out.
- 16.8. Consolidation, security, disclosure and confirmation to the Partner of the essential provisions of the Agreement takes place by sending a message to the Partner to the e-mail address constituting the Login.
- 16.9. In the event of a discrepancy between the Regulations in Polish and in English, the Polish language version shall prevail.
- 16.10. The following Appendices constitute an integral part of the Terms and Conditions:
  - 16.10.1. Appendix No. 1 – Statement by the Trademark Owner;
  - 16.10.2. Appendix No. 2 – Product Categories;
  - 16.10.3. Appendix No. 3 – List of Payment Operators;
  - 16.10.4. Appendix No. 4 – Percentage rates of the Remuneration;
  - 16.10.5. Appendix No. 5 – Delivery Policy;
  - 16.10.6. Appendix No. 6 – Return Policy;
  - 16.10.7. Appendix No. 7 – Partners' Efficiency Determination Policy;
  - 16.10.8. Appendix No. 8 – Rules of cooperation with the Payment Operator;
  - 16.10.9. Appendix No. 9 – Customer Service Policy;
  - 16.10.10. Appendix No. 10 – Personal Data Processing Trust Agreement;
  - 16.10.11. Appendix No. 11 – Termination of the marketplace service regulations/agreement.
  - 16.10.12. Appendix 12 – Information and commitments on indirect services.

#### **APPENDIX NO. 1 – STATEMENT BY THE TRADEMARK OWNER**

Acting on behalf of \_\_\_\_\_ (hereinafter: "**Company**") being the manufacturer / distributor / owner\* of the brand \_\_\_\_\_ having the rights to use the product designations, including, in particular, the trademarks (in particular word marks and word and graphic marks) and having the right to further grant consents to use them:

.....  
 .....

The Company consents to the use of the aforesaid trademarks by:

.....  
..... ("Partner")

and

**MODIVO S.A. based in Zielona Góra, Nowy Kisielin - Nowa 9, 66-002 Zielona Góra, KRS: 0000541722, NIP: 9291353356, BDO: 000031285, REGON: 970569861, share capital: 2.008.001,00 PLN (hereinafter: "MODIVO")**

which is the operator of the website, available at [www.modivo.pl](http://www.modivo.pl), where MODIVO provides certain manufacturers and distributors of branded products with the opportunity to offer for sale and sell those products ("Marketplace"). The Company agrees to

- (i) the use by the foregoing entities of the logo, indicated in Appendix No. 1 to the Declaration (or in subsequent notices); and
- (ii) consent to the use of a verbal trademark,

in the course of the Partner's cooperation with MODIVO on the Marketplace, in particular for purposes of promoting the Partner's products, for marketing and promotional activities, regardless of the manner, type or form in which they are carried out, including on television, on the Internet, on posters displayed to the public.

.....  
(legible signature of a person authorized to represent + company seal of the Company)

.....  
(place, date)

Appendices:

Appendix No. 1.1 – List of trademarks and logos with design

Appendix No. 1.2 – Confirmation of trademark registration\*\*



\* Delete as appropriate.

\*\* Regardless of the mode of registration (national, European, international).

## **APPENDIX NO. 2 – PRODUCT CATEGORIES**

1. As part of the Marketplace Service, the Service Provider allows the following categories of Products to be offered and sold by Partners:
  - 1.1. Women's Product Categories:
    - 1.1.1. Apparel;
    - 1.1.2. Underwear;
    - 1.1.3. Footwear;
    - 1.1.4. Bags / Handbags;
    - 1.1.5. Accessories;
    - 1.1.6. Jewelry and watches;
    - 1.1.7. Cosmetics;
    - 1.1.8. Perfumes;
    - 1.1.9. Cosmetic accessories;
    - 1.1.10. Cosmetic devices.
  - 1.2. Men's and Kids' Product Categories:
    - 1.2.1. Apparel;
    - 1.2.2. Underwear;
    - 1.2.3. Footwear;
    - 1.2.4. Bags / Backpacks;
    - 1.2.5. Accessories;
    - 1.2.6. Jewelry and watches;
    - 1.2.7. Cosmetics;
    - 1.2.8. Perfumes;
    - 1.2.9. Cosmetic accessories;
    - 1.2.10. Cosmetic devices.
  - 1.3. Home Product Categories.
    - 1.3.1. Small home appliances;
    - 1.3.2. Other;
  - 1.4. Product Category "Outlet" (the "Outlet" category contains subcategories corresponding to the categories indicated in points 1.1.-1.3.).
2. Assignment of Products to the above-mentioned categories, after Modivo.pl has verified the correct assignment of the Products, Modivo.pl considers that the requirement referred to in point 4.2.3 b, indent 2 of the Regulations. Assigning Products to the "Outlet" category may be made only by Modivo.pl, in accordance with the rules indicated in section 5.17 of the Terms and Conditions.
3. An attempt or introduction of an out-of-category Product by the Partner shall constitute a blatant violation of the Regulations, entitling Modivo.pl to remove the Product offering, block the Affiliate's Account, or terminate the Agreement as provided in point 13.5 of the Regulations (at Modivo.pl's sole discretion).

### **APPENDIX NO. 3 – LIST OF PAYMENT OPERATORS**

1. **PayU S.A.**  
ul. Grunwaldzka 186  
60-166 Poznań  
KRS 0000274399

#### **APPENDIX NO. 4 – PERCENTAGE RATES OF THE REMUNERATION**

1. In accordance with the provisions of point 8 of the Regulations, the Partner is obliged to pay Modivo.pl a Remuneration for each Settlement period, which is a certain percentage of the gross value of Products sold by the Partner via the Online Store and settled by Modivo.pl in a given Settlement period, along with the costs of delivery of the Products. Commission amounts are rounded up to the nearest penny.
2. Remuneration percentage rates are shown in the table below in net amounts:

The following price list is valid until April 3, 2024:

<b>No.</b>	<b>Product Category</b>	<b>Commission amount (net)</b>
1.	Accessories	14%
2.	Underwear	14%
3.	Jewelry and watches	10%
4.	Footwear	14%
5.	Apparel	14%
6.	Bags / handbags / backpacks	14%
7.	Cosmetics	12%
8.	Perfumes	9%
9.	Beauty accessories	10%
10.	Cosmetic devices	9%
11.	Home products: Other	11%
12.	Small home appliances	5%

In accordance with point 8 of the Regulations, the Partner agrees to pay Remuneration in the amount resulting from the percentage rates above, increased by the amount of PLN 150.00 net per month (hereinafter the Subscription Fee). The Subscription Fee is non-recurring and is charged whenever the conditions specified in the Regulations are met.

The Subscription Fee is calculated each month on the day corresponding to the day of the Company Account registration, and if there is no such day in a given month, on the last day of the month.

The following price list will take effect from April 4, 2024:

<b>No.</b>	<b>Product Category</b>	<b>Commission amount (net)</b>
1.	Accessories	15%
2.	Underwear	15%
3.	Jewelry and watches	10%
4.	Footwear	16%

5.	Apparel	16%
6.	Bags / handbags / backpacks	15%
7.	Cosmetics	12%
8.	Perfumes	9%
9.	Beauty accessories	12%
10.	Cosmetic devices	9%
11.	Home products: Other	13%
12.	Small home appliances	6%

Waiver of subscription fee.

3. Modivo.pl reserves the right to introduce periodic promotional actions, the terms of which shall be presented to the Partner each time.

## **APPENDIX NO. 5 – DELIVERY POLICY**

As part of sales by Partners via the Marketplace Service in the Online Store, the Partner with whom the Customer has concluded the Sales Agreement is responsible for the delivery of Products purchased by the Customers.

The Partner undertakes to exercise the utmost diligence in order to correctly deliver the goods to the Customer. In order to properly carry out the delivery, when concluding the Sales Agreement, the Partner is obliged to pay special attention to the availability of a given Product, in order to make sure that it is possible to deliver the Product to the Customer within the time limit provided for in the Terms and Conditions. In addition, the Partner undertakes to carefully and appropriately package the Product, properly to its characteristics, in order to minimize the risk of damage to the Product during shipment to the Customer.

In order to properly perform the delivery, the Partner undertakes to add a label with the number of the consignment note to each package with the Product purchased via the Online Store and inform Modivo.pl and the Customer via the Company Account about the number of the consignment note in order to enable the tracking of the shipment.

The Partner undertakes to assign a waybill number, update the Order status within the Company Account to "shipped" and send the Products subject to the Sales Agreement to the Customer.

Under pain of cancellation of the Order placed by the Customer:

- a) in the case of Orders delivered to the Partner on Business Days – the Partner undertakes to make a confirmation of the Order status within 24 hours from the date of its receipt;
- b) in the case of Orders delivered to the Partner on days other than Business Days – the Partner undertakes to make a confirmation on the next Business Day.

The Partner will ship to the customer within 48h of receiving the Order, or by the end of the next Business Day if the Order is received on a day other than a Business Day.

In connection with the sales in the Online Store as part of the Marketplace Service:

- 1.1. if the Customer chooses the form of payment "in advance", the Partner undertakes to provide the Customer with the possibility of using the Customer's free delivery of Products for Sales Agreements concluded for an amount not lower than PLN 149 gross.

The table below shows the maximum shipping costs for orders up to PLN 148.99, depending on the category and form of delivery. In the case of order values equal to and higher than PLN 149.00, free delivery applies:

Category	InPost parcel machines (maximum shipping cost)		Courier (maximum shipping cost)	
	order value up to PLN 148.99	order value from PLN 149	order value up to PLN 148.99	order value from PLN 149
Apparel, footwear, accessories	PLN 4.99	PLN 0	PLN 8.99	PLN 0
Beauty	PLN 8.99	PLN 0	PLN 8.99	PLN 0
Home&Decor	PLN 8.99 / optional	PLN 0	PLN 8.99	PLN 0

The Partner undertakes to deliver to the address indicated by the Customer in the Order submitted to the operator as part of the Online Store, in cooperation with at least one of the postal operators indicated below:

- 1.2. InPost sp.z o.o. with headquarters in Krakow (30-727), ul. Pana Tadeusza 4;

- 1.3. DHL Parcel Polska sp.z o.o. with headquarters in Warsaw (02-823), ul. Osmańska 2;
- 1.4. DPD Polska sp. z o.o. with headquarters in Warsaw (02-274), ul. Mineralna 15;

Moreover, the Partner is obliged to establish cooperation and realization of deliveries within the method consisting in delivery to parcel machines with InPost sp. z o.o. with its headquarters in Krakow (30-552), ul. Wielicka 28. It does not apply to Partners who do not deliver from Poland.

## **APPENDIX NO. 6 – RETURN POLICY**

1. As part of the sales conducted by the Partners via the Marketplace Service in the Online Shop, the Partner with whom the Customer has concluded the Sales Agreement is responsible for the implementation of the returns process, in particular as a result of the Customer exercising the right to withdraw from the Sales Contract as well as the Customer exercising the rights resulting from the warranty (or non-compliance of the Products with the agreement) and guarantee (if granted).
2. In addition to the statutory right to withdraw from the Sales Agreement, the Partner undertakes to grant the Customers purchasing Products via the Online Store from the Partner a contractual right to withdraw from the Sales Agreement. As part of the contractual right to withdraw from the Sales Agreement, the Partner is obliged to provide Customers with the deadlines indicated below (calculated from the date of receipt of the Product by the Customer) to exercise the contractual right to withdraw from the Sales Agreement purchased from a given Partner Products without incurring any costs.
  - a) a minimum period of 30 days, in the case of Sales Agreements concluded from 4 April 2024.
  - b) a minimum period of 100 days in the case of Sales Agreements concluded before 4 April 2024.
3. The Partner undertakes to exercise the utmost diligence in order to correctly exercise the rights of Customers, in particular the rights referred to in points 1 and 2 above.
4. In order to correctly exercise the rights of the Customers referred to in points 1 and 2 above, the Partner undertakes to add a prepaid return label, a form for withdrawal from the Sales Agreement, and instructions on how to may withdraw from the Sales Agreement, and in the event that the Product is covered by the warranty – additional information on how the Customer can use the warranty.
5. The Partner agrees to provide Modivo.pl with the return label numbers via the Company Account or enable returns via szybkiezwroty.pl.
6. The Partner undertakes to exercise the rights of the Customers referred to in points 1 and 2 above, in particular in cooperation with at least one of the postal operators indicated below.
  - 1.5. InPost sp. z o.o. with headquarters in Krakow (30-727), ul. Pana Tadeusza 4;
  - 1.6. DHL Parcel Polska sp. z o.o. with headquarters in Warsaw (02-823), ul. Osmańska 2;
  - 1.7. DPD Polska sp. z o.o. with headquarters in Warsaw (02-274), ul. Mineralna 15;
7. Unless a separate agreement between the Partner and Modivo.pl provides otherwise, the Service Provider is not obliged to store the Products returned to the Partner by the Customers, and the Partner is obliged to indicate their own address as the shipping address for the Products returned by the Customers.
8. In the event that a Product is returned to a Partner that has not been purchased by the Customer from that partner, the Partner undertakes to send the package with the returned Product to the Customer. The Partner undertakes to inform the Company Modivo.pl about the situation via the Account within a maximum of 48 hours from the moment of receipt of the Product return from the Customer.
9. If the Partner receives a Product from the Customer, after the Partner verifies the condition of the Product and confirms its correctness, the Partner agrees to inform via the Modivo.pl Company Account about the receipt of the Product sent by the Customer within a maximum of 48 hours after receiving the Product return from the Customer.



10. If the Customer has lost the return label attached to the package with the generated return waybill number, the Partner, at the request of Modivo.pl or the Customer, undertakes to re-deliver the return label to the Customer.

## **APPENDIX NO. 7 – PARTNERS' EFFICIENCY DETERMINATION POLICY**

1. When using the Marketplace Service, the Partner is obliged to comply with the performance indicators specified by Modivo.pl in this appendix.
2. For the purposes of this Appendix, the following definitions apply:
  - 2.1. **Acceptance time** – time counted between informing the Partner about the Order through the Company Account and the Partner's acceptance of the Order;
  - 2.2. **Processing time** – the time counted from the moment the Partner receives the Order received from the Customer via the Online Store as part of the Marketplace Service until the Partner sends the Product being the subject of the accepted Order to the Customer. Within the Processing time, the Partner is obliged to change the status of the Order to "shipped";
  - 2.3. **Incident** – submission by the Customer of a complaint related to the service or Product purchased from a Partner as part of the Marketplace Service in the Online Store to the Modivo.pl Customer Service; the Incident is always related to a specific Order.
  - 2.4. **Reaction time** – the time taken by the Partner to respond to messages and Incidents reported by Modivo.pl via the Company Account and concerning an Order.
  - 2.5. **Incident Indicator** – the number of Orders accepted by the Partner with at least one Incident reported in relation to a given Partner, and an incident in open or closed status with an unresolved status, divided by the total number of Orders accepted by the Partner during the 30 days preceding the date of calculation of the index.
  - 2.6. **Late shipments indicator** – the number of Products sent by the Partner to Customers later than the Processing time indicated in this appendix, divided by the total number of Orders accepted by the Partner during the 30 days preceding the date of calculation of the index.
  - 2.7. **Order acceptance rate** – the number of Orders accepted by the Partner divided by the total number of Orders placed by Customers via the Online Store to a given Partner during the 30 days preceding the date of calculation of the index.
  - 2.8. If the Partner has been selling for less than 30 days, indicators mentioned in items 2.5-2.7 are calculated based on the whole period of Partner's activity.
  - 2.9. In order to calculate the indices referred to in points 2.5-2.7 a minimum of 5 transactions are required.
3. An Incident in an open status blocks the payment of funds to the Partner for the Order to which it relates until the Incident is resolved.
4. As part of the Marketplace Service, Partners are required to comply with the principles of efficiency at least in accordance with the values of the indicators indicated below:

No.	Indicator	Indicator values
1.	Order acceptance rate	minimum of 97%
2.	Incident Indicator	below 3%
3.	Late shipments indicator	below 5%
4.	Average Acceptance time	24 hours
5.	Average Reaction time	24 hours

5.	Time for Shipment	48 hours
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5. The indicators indicated in this Appendix will be calculated automatically for each Partner based on data (e.g. the tracking number provided by the Partner for the package containing the Product purchased by the Customer, as referred to in Appendix 9 point 4.2 below) contained in the Partner's Company Account on the platform within the Marketplace Service. In the event of inconsistency of the information presented in the Affiliate's Account with reality, the Affiliate is entitled to file a complaint.
6. Modivo.pl will calculate a general performance indicator regardless of the above. Detailed information on how the efficiency indicator is calculated and how it affects the display of offers within the Online Shop is presented on the website <https://partner.modivo.com/pl/terms> (tab: Other – Help for Sellers).
7. In the event of a repeated breach by the Partner of any of the performance indicators set out in this appendix, Modivo.pl is entitled to temporarily suspend the Partner's access to the Marketplace Service until the matter is resolved or terminate the Agreement in accordance with points 13.5 and 13.7 of the Regulations.
8. Modivo.pl undertakes to inform the Partner sufficiently in advance of a breach or expected breach of the indicators referred to in this appendix.
9. Modivo.pl reserves the right to conduct surveys in the field of customer satisfaction assessment in connection with the Sales Agreement, which the Partner hereby acknowledges and accepts.

## **APPENDIX NO. 8 – RULES OF COOPERATION WITH THE PAYMENT OPERATOR**

- 1.1. Capitalized terms and not defined in the Rules shall have the meaning given them by the Regulations, subject to point 1.2. below.
- 1.2. For the purposes of this Appendix No. 8, the following capitalized terms have been used and should be understood in the following sense, unless the context of their use clearly indicates otherwise:
  - 1.2.1. **Rules** – these Rules of cooperation with the Payment Operator specifying the rules of cooperation with the payment operator in terms of payments made by Customers, returns made by Customers and the Partner's settlements with the Service Provider under the Marketplace service;
  - 1.2.2. **Payment Operator** – each of the payment operators indicated in Appendix No. 3 to the Regulations;
  - 1.2.3. **Service** – services provided by the Payment Operator, including payment services.
- 1.3. The Partner does not bear the costs of cooperation with the Payment Operator as part of the Marketplace Service.
- 1.4. The Partner is obliged to read, accept and apply the terms and conditions of the Services adopted by the Payment Operators. The Payment Operator and payment organizations (companies that offer a payment service whereby the Customer transfers funds to the Payment Operator) may contact the Partner directly, including direct inquiries to the Partner. The Partner is obligated to respond to inquiries directed to them by the Payment Operator and payment organizations.
- 1.5. As part of the Marketplace Service, the Payment Operator will provide the following payment methods to the Partner's Customers who pay for Orders placed with the Partner via the Online Store:
  - 1.5.1. a payment card accepted by a bank or an authorization and settlement center cooperating with the Marketplace Service (including Visa Checkout and MasterPass digital wallets);
  - 1.5.2. electronic payment by automatic transfers (including BLIK).
- 1.6. The Partner may only use the Services in person and such use is limited to the cases specified in the Regulations and these Rules.
- 1.7. The Services will be provided only for payments in the following currencies: Polish zloty (PLN). For the avoidance of doubt, Modivo.pl does not guarantee that each of the Payment Operators will provide the Services provided in each of the above-mentioned currencies.
- 1.8. In order to use the Services, it is necessary to have a device that allows access to the Internet, including a program for browsing its resources, and to have an account maintained by a bank or financial institution based in one of the European Union countries or a country subject to equivalent anti-laundersing standards money and terrorist financing.
- 1.9. The Partner is not entitled to copy or capture sensitive payment data, such as payment card number, CVV codes, "PIN" codes, etc., which may be provided by Customers for the purpose of paying the Price under Sales Agreements using the Services.
- 1.10. The Payment Operator runs a separate sub-account for each Partner, under which payments from Customers under the Sales Agreements are posted.
- 1.11. Withdrawals from the sub-account maintained for the Partner are made on the first business day of each Settlement Period based on a report generated by Modivo.pl.
- 1.12. Withdrawals will be made to the bank account in Polish zlotys (PLN) provided by the Partner, kept by a bank or financial institution with its registered office in one of the European Union countries

or in a country subject to equivalent standards within the meaning of the provisions on counteracting money laundering and terrorist financing.

- 1.13. Payouts include funds paid by the Customers towards the Price and delivery costs for the concluded Sales Agreements, which will be credited to the Partner's sub-account no later than 14 days before the first business day of a given Settlement Period.
- 1.14. Payouts will be reduced by:
  - 1.14.1. the amount of Remuneration due under the Sales Agreements concluded by the Partner no later than 5 business days before the first business day of a given Settlement Period, which the Remuneration will be transferred by the Payment Operator to Modivo.pl sub-account;
  - 1.14.2. the Price and delivery costs under the Sales Agreements from which the Customers withdrew no later than 14 days before the first business day of a given Settlement Period;
  - 1.14.3. settlement of the funds referred to in point 1.17 below.
- 1.15. Payments made during the term of the agreement between the Partner and Modivo.pl shall be increased, in the form of a transaction discount, by the Remuneration due under Sales Agreements from which Customers have withdrawn, provided that such Remuneration has been previously credited to the Modivo.pl sub-account. Following the termination of the agreement between the Partner and Modivo.pl the transaction discount shall not be granted.
- 1.16. The Payment Operator will return the funds (Prices and delivery costs) to the Customers who have withdrawn from the Sales Agreement concluded with the Partner from the funds accumulated on Modivo.pl's sub-account. The refund will be made based on a report provided by the Service Provider to the Payment Operator.
- 1.17. If, within 24 hours of receiving the report from Modivo.pl, there are insufficient funds on the Partner's sub-account to return the funds, Modivo.pl may decide to order (subject to return) the Operator to transfer appropriate funds to the Partner's sub-account from Modivo.pl sub-account and return them to the Customer.
- 1.18. Modivo.pl also reserves the right to return any funds transferred in the manner described in point 1.18 above from the Partner to meet the Partner's obligation to the Customer (which Modivo.pl is not obligated to meet). The settlement of funds transferred to the Partner's sub-account from the Provider's sub-account shall be made by Modivo.pl in particular, together with the next payment of funds from the sub-account maintained for the Partner. Paragraphs 1.17 and 1.18 do not constitute an obligation to transfer appropriate funds in each case.

## **APPENDIX NO. 9 – CUSTOMER SERVICE POLICY**

### **SHIPPING**

1. As part of the Marketplace Service, Modivo.pl undertakes to provide after-sales service to Customers who have purchased the Product/Products from Partners via the Online Store. As part of the after-sales service, Modivo.pl undertakes, in particular, to answer Customers questions related to the procedure for returns and complaints of Products.
2. The Partner undertakes to cooperate with Modivo.pl enabling Modivo.pl to provide after-sales services for Customers, in particular, the Partner undertakes to provide Modivo.pl with information regarding the implementation of Sales Agreements concluded with Customers.
3. The Partner is obliged to provide a contact person, in accordance with 4.2.2 letter d) of the Terms and Conditions, from whom the Modivo.pl will be able to obtain information regarding the Clients' questions referred to in paragraph 1 above. The Partner undertakes to ensure the availability of a contact person (or contact persons) at the telephone number and e-mail address provided to Modivo.pl, from 8:00 to 20:00 from Monday to Friday, inclusive.
4. The Partner or the contact person designated by him is obliged to, without undue delay, answer Modivo.pl's questions within 12 hours of their request (in the case of questions sent electronically – from sending them), during working days between the hours 8:00 am - 8:00 pm. In the event that the above-mentioned deadline would expire on a non-working day, the deadline expires at 20.00 on the next day on which, in accordance with this paragraph, the Partner is obliged to ensure the availability of the contact person (or persons).
5. The Partner undertakes to correctly inform Modivo.pl and the Customer about changes in the status of the Order as part of the Marketplace Service, in particular taking into account the following statuses: a new Order has been received, the Order has been accepted for processing ("shipping in progress"), the Order has been rejected, the Product has been sent to the Customer, delivered Product to the Customer, return of the Product by the Customer.
4.
  - 4.1. The Partner undertakes to provide Modivo.pl and the Customer with information about the change of the Order status to "accepted" ("shipping in progress") or "rejected" within 24 hours of the Partner receiving the Order via the Company Account;
  - 4.2. If the Product is the subject of the Sales Agreement concluded with the Customer is sent to the Customer by the Partner, the information about the change of status to "shipped" should be provided within 48 hours from the moment the Partner receives the Order via the Company Account.

Information on the change in the status of the Order's implementation provided by the Partner to the Customer, the Partner undertakes to provide only through Modivo.pl, which, based on the Partner's provision of information about the change in the status of the Order via the Company Account, undertakes to provide the Customer electronically with information about changes in the status indicated in the Regulations. The Partner must inform Modivo.pl through the Company Account. about the tracking number of the package containing the Product purchased by the Customer.
6. The Partner undertakes to provide a waybill number for each shipment sent to the Customer as part of the Order, in order to enable the Customer and Modivo.pl to track the shipment.
7. The Partner undertakes to attach to the packages containing the Products a return label with the generated return waybill number enabling the Customer to return the Product to the Partner in the event of the Customer exercising the right to withdraw from the Sales Agreement or exercising the Customer's rights under the statutory warranty and warranty (if the Product warranty is granted).
8. The Partner must inform via the Modivo.pl Company Account of the return label number.

## UNDELIVERED SHIPMENT

9. The Partner agrees to unconditionally return the funds to the Customer within fourteen (14) days from the date of submission of the complaint by the Customer, in the following cases:
  - a. the return shipment sent by the Customer has not reached the Partner,
  - b. the shipment sent by the Partner has not reached the Customer;

## RETURNS AND WITHDRAWAL FROM THE SALES AGREEMENT BY THE CUSTOMER

10. The Partner is obliged to accept Product returns in accordance with the rules adopted in these Regulations. If the Partner receives a Product from the Customer after the Partner verifies the condition of the Product and confirms its correctness, the Partner undertakes to order, via the Modivo.pl Company Account, the return of the Product to the Customer – within a maximum of 48h or by the end of the next Business Day – from the moment of its receipt.
11. In case the Partner fails to fulfill the obligation to order a refund referred to in points 9 and 10 above, the Partner shall authorize Modivo.pl to order a refund in the Partner's Company account on behalf of the Partner from the funds accumulated in the Partner's sub-account.
12. In the absence of sufficient funds in the Partner's sub-account to make a refund, at the request of the Partner, Modivo.pl is entitled to order a refund from the Modivo sub-account. In case of a lack of funds on the Partner's sub-account Modivo.pl is authorized to issue a debit note to the Partner.

## APPENDIX NO. 10 – PERSONAL DATA PROCESSING ENTRUSTMENT AGREEMENT

### 1. DEFINITIONS

For the purposes of this Appendix, the following definitions apply:

- 1.1. **Administrator** – a natural or legal person, public authority, agency or other body that alone or jointly with others determines the purposes and means of processing personal data; if the purposes and means of such processing are specified in Union law or the law of a Member State, the controller may also be designated under Union law or the law of the Member State, or specific criteria for his appointment within the meaning of Art. 4 point 7 of the GDPR;
- 1.2. **Legal Acts** – mandatory provisions of law as of the date of the Entrustment Agreement, including any changes that will occur during the term of the Entrustment Agreement, as well as mandatory provisions of law that will enter into force during its term, including changes that will occur during this period;
- 1.3. **Personal Data** – any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name and surname, identification number, location data, internet identifier or one or more specific physical, physiological, genetic, mental factors economic, cultural or social identity of a natural person, within the meaning of Art. 4 point 1 of the GDPR;
- 1.4. **Processor** – a natural or legal person, public authority, unit or other entity that processes personal data on behalf of the Administrator, within the meaning of Art. 4 point 8 of the GDPR;
- 1.5. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 1.6. **Entrustment Agreement** – this attachment, constituting the contract for entrusting the processing of Personal Data referred to in Art. 28 GDPR.

## **2. SUBJECT OF THE CONTRACT**

- 2.1. The Entrustment Agreement is concluded in connection with the Agreement between the Administrator and the Processor, the purpose of which is to provide the Marketplace Service by the Processor to the Administrator via the Online Store.
- 2.2. The Administrator within the meaning of the Entrustment Agreement is the Partner, and the Processor is Modivo.pl.
- 2.3. The Administrator entrusts the Processor with Personal Data for processing to the extent specified in the Entrustment Agreement and instructs the Processor to process them, and the Processor undertakes to process them in accordance with the currently applicable, i.e., at the moment of concluding this Entrustment Agreement, as well as throughout its duration, Legal Acts and Entrustment Agreement.
- 2.4. The Processor is responsible for the actions of persons with the help of whom it processes Personal Data (including subcontractors), as for its own action and omission.

## **3. SCOPE OF ENTRUSTED PERSONAL DATA**

- 3.1. The list of categories of persons, the scope of the entrusted Personal Data, the purpose of processing and the list of operations on Personal Data is included in Appendix A to this Entrustment Agreement.

## **4. RULES FOR THE PROCESSING OF PERSONAL DATA**

- 4.1. The Administrator has the right and obligation to make decisions on the purposes and methods of processing Personal Data and to issue instructions to the Processor in this regard. The orders are specified in the Entrustment Agreement and may at any time be issued by the Administrator and transferred to the Processor in a documented form, i.e., in writing or electronically.
- 4.2. The Processor processes Personal Data only on a documented instruction from the Administrator, unless such an obligation is imposed on it by Legal Acts. In this case, before the processing begins, the Processor informs the Administrator about this legal obligation, unless the Legal Acts prohibit the provision of such information due to important public interest.
- 4.3. A documented order may be an action performed via the Online Store. Acceptance of the Regulations by the Administrator constitutes an instruction issued to the Processor to process Personal Data in accordance with the Regulations on the basis of this Entrustment Agreement.
- 4.4. The Processor is obliged to immediately follow the Administrator's recommendations regarding the processing of Personal Data, in particular regarding their protection unless these recommendations are contrary to the Legal Acts.
- 4.5. If, in the opinion of the Processor, an instruction issued by the Administrator may constitute a violation of the Legal Acts, the Processor shall immediately inform the Administrator, justifying its position, by indicating specific provisions that the order could violate and the manner of such violation. Administrator, no later than within 7 days from the date of delivery of the above-mentioned information from the Processor, responds to the Processor's request and decides to withdraw the command or maintain it (in this case, presenting in this respect the justification for the compliance of the command with the Legal Acts). Until the Administrator's decision is presented, the Processor is entitled to suspend the processing of Personal Data in the scope covered by this instruction. In the event of a decision to uphold an instruction regarding which the Processor raised its objections, the Administrator is responsible for the processing of Personal Data.

## **5. SECURITY OF PERSONAL DATA PROCESSING**

- 5.1. The Processor declares that they take all measures required by law so that the processing meets the requirements of the Legal Acts and protects the rights of data subjects. In particular, the



Processor uses technical and organizational security measures to ensure the protection of the Personal Data entrusted for processing, appropriate to the threats and categories of Personal Data protected, and, in particular, protects Personal Data against unauthorized disclosure, removal by an unauthorized person, processing in violation of the Legal Acts and alteration, loss, damage, or destruction.

- 5.2. The Processor is authorized and obliged to make decisions regarding the technical and organizational security measures to be applied in order to create the necessary (and agreed) level of security of Personal Data. However, the Processor implements in each case at least the following measures agreed with the Administrator:
  - a. granting access to Personal Data only to the necessary (limited) circle of people (employees/associates);
  - b. in the case of Personal Data processed in paper form – storage in closed cabinets/rooms to which only authorized persons have access;
  - c. in the case of Personal Data processed in electronic form (in ICT systems) – providing access only after logging into the ICT system, using a dedicated, unique identifier for the exclusive use of an authorized person and a password with an appropriate level of difficulty.
- 5.3. The Processor will process Personal Data, in particular in paper and electronic form, including via IT systems used by the Processor to support the Marketplace Service and the Online Store.
- 5.4. The Processor ensures that persons authorized to process Personal Data undertake secrecy or that they are subject to an appropriate statutory obligation of secrecy. The Processor undertakes not to disclose to unauthorized persons information about Personal Data, in particular about protection measures and safeguards applied in relation to Personal Data by them or by the Administrator.

## **6. ADMINISTRATOR SUPPORT**

- 6.1. The Processor, considering the nature of the processing, as far as possible helps the Administrator, through appropriate technical and organizational measures, to fulfill the obligation to respond to the requests of the data subject in the exercise of their rights specified in Legal Acts, i.e., supports the Administrator in the implementation of the rights of data subjects down:
  - 6.1.1. access to Personal Data, including obtaining a copy thereof;
  - 6.1.2. rectification of Personal Data;
  - 6.1.3. deletion of Personal Data ("right to be forgotten");
  - 6.1.4. restrictions on the processing of Personal Data;
  - 6.1.5. transferring Personal Data;
  - 6.1.6. objection;and the obligation to notify about the rectification, deletion or limitation of the processing of Personal Data.
- 6.2. The Processor, considering the nature of the processing and the information available to them, helps the Administrator to fulfill the obligations set out in the Legal Acts, to the extent required by the provisions, i.e., in particular:
  - 6.2.1. provides the Administrator with information on the implemented technical and organizational measures, and if, in the Administrator's opinion, these measures will be insufficient, implements additional technical and organizational measures specified by the Administrator;
  - 6.2.2. supports the Administrator in the data protection impact assessment and, at their request, in ensuring compliance with the obligations arising from this assessment and in consultation with the supervisory authority;
  - 6.2.3. in the event of a breach of Personal Data protection, depending on its type and the Administrator's decision – supports the Administrator in reporting to the supervisory body and/or notifying persons to whom the Personal Data relates.

- 6.3. The Processor will each time inform the Administrator of any events constituting a breach of the Legal Acts or the Entrustment Agreement, in particular, that may result in the Administrator's or the Processor's liability under the Legal Acts or the Entrustment Agreement, immediately, but not later than within 72 hours from the occurrence of a given event.

## **7. ENTERING PERSONAL DATA TO THIRD PARTIES**

- 7.1. The Processor complies with the terms of use of the services of another processor, referred to in the Legal Acts and this point.
- 7.2. The Processor may use the services of another processing entity for the processing of Personal Data (general consent of the Administrator), informing the Administrator of any intended changes regarding the addition or replacement of other processors, and the Administrator has the option to object to such changes.
- 7.3. In the event of entrustment referred to in point 7.2. above, the Processor will ensure that the third party is subject to the same data protection obligations as in this Entrustment Agreement, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Legal Acts. The Processor will ensure that the Administrator can exercise their rights to the Processor (in particular to conduct audits and inspections) in accordance with the law or the Entrustment Agreement, also directly in relation to this entity. If this other processor fails to fulfill its obligations to protect Personal Data, the full responsibility towards the Administrator for the fulfillment of the obligations of this other processor rests with the Processor.

## **8. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES**

- 8.1. The transfer of Personal Data by the Processor to a third country or an international organization, as well as the Processor's use of the services of another processor in a third country, may take place only on a documented instruction from the Administrator, unless such an obligation is imposed on the Processor by EU law or the law of a Member State to which it is subject. Processor. In this case, before the processing begins, the Processor informs the Administrator about this legal obligation, unless the law prohibits the provision of such information due to important public interest.
- 8.2. The transfer of Personal Data to a third country or an international organization is possible only if they provide appropriate safeguards and provide enforceable rights of data subjects and effective legal remedies are in force.

## **9. INSPECTION POWERS**

- 9.1. The Processor provides the Administrator, at their request, with all information necessary to demonstrate compliance with the obligations of the Processor, as an entity processing Personal Data, resulting from the Legal Acts, and allows the Administrator or an auditor authorized by the Administrator to conduct audits, including inspections, and contribute to them.
- 9.2. The Parties agree that the Administrator will be entitled to conduct an audit of the compliance of the processing of Personal Data by the Processor only if it has a justified suspicion of a breach of the Legal Acts or the Entrustment Agreement by the Processor and not more frequently than once every 12 months. The Administrator is obliged to present the circumstances justifying their suspicion in the notification of intention to initiate an audit delivered to the Processor, at least 90 days before the planned audit.
- 9.3. The audit referred to in point 9.2. above, may only include the control of the relevant documentation and the right to obtain the necessary information/explanations regarding the implementation of the provisions of the Agreement and the Entrustment Agreement. The Processor has the right to refuse to provide documentation or to provide information/explanations to the extent that the audit could threaten the disclosure of personal data other than those processed by the Processor under the Entrustment Agreement or the disclosure of business

secrets. In this case, the Processor is obliged to clearly and comprehensively justify its position in writing (including electronic).

## **10. FINAL PROVISIONS**

- 10.1. The Entrustment Agreement is concluded for the duration of the Agreement concluded by the Parties.
- 10.2. Termination of the Agreement by any of the Parties, at any time and in any manner, results in the termination of the Entrustment Agreement.
- 10.3. The Processor, after completing the processing of Personal Data based on the Entrustment Agreement, depending on the Administrator's decision, deletes or returns to them all Personal Data and deletes all existing copies, unless the Legal Acts require the storage of Personal Data.
- 10.4. The Parties designate contact persons in matters related to the performance of the Entrustment Agreement:
  - 10.4.1. from the Administrator's Party: name, surname, contact number and e-mail address indicated by the Administrator on the Partner Account registration form as part of the Online Store.
  - 10.4.2. from the Processor's Party: Łukasz Griesman, contact number: +48 572 776 069, e-mail address: [iod@modivo.com](mailto:iod@modivo.com).
- 10.5. In matters not covered by the Entrustment Agreement, the relevant generally applicable provisions of law and the provisions of the Agreement shall apply.
- 10.6. If one or more provisions of the Entrustment Agreement are or become invalid or ineffective, this does not affect the validity or effectiveness of the remaining provisions. In place of an invalid or ineffective provision, the provision which is closest to the purpose assumed by the Parties shall apply.
- 10.7. The following appendices constitute an integral part of the Entrustment Agreement:
  - 10.7.1. Appendix A: Personal Data entrusted by the Administrator to the Processor for processing;
  - 10.7.2. Appendix B: List of approved downstream processors

## **Appendix A to the Entrustment Agreement**

Personal data entrusted by the Administrator to the Processor for processing:

### **1. Categories of data subjects:**

- 1.1. Customers of the Online Store with whom the Partner has concluded a Sales Agreement;
- 1.2. Processor Employees and Collaborators;

### **2. The scope of Personal Data in relation to each of the above-mentioned categories of people:**

#### **Ad. 1.1.**

The Processor processes the Personal Data entrusted by the Administrator:

- Identification data, in particular: Name, surname;
- Contact details, in particular: e-mail address, telephone number;
- Address data, in particular: correspondence address;
- Transaction data regarding Orders/Sales Agreements, in particular: the identification – number of the payment for the Order, the Order number and the names of the Products constituting the Order, the Order amount, the bank account number.

#### **Ad. 1.2.**

- name,
- surname,
- e-mail address,
- business phone number;

### **3. Purpose of processing the Personal Data entrusted to them by the Processor:**

- 3.1. Implementation and settlement of Sales Agreements concluded between the Partner and the Customer;
- 3.2. Communication with Customers by the Processor regarding Orders/Sales Agreements and after-sales service in connection with points 3.1.6. and 7.5. of the Regulations and Appendix 9 to the Regulations.

### **4. Personal Data processing operations:**

*collecting, storing, viewing, recording, organizing, modifying, downloading, using, disclosing by sending, distributing or otherwise sharing, adjusting or combining, limiting, deleting*

## Appendix B to the Entrustment Agreement

### List of approved downstream processors

Company name and address	Processing location	Country	Services provided/purpose	
SAP Polska sp. z o.o. ul. Wołoska 5, 02-675 Warsaw		Germany	Cloud Service	
OVH Sp. z o.o. ul. Swobodna 1, 50-088 Wrocław		Poland	Hosting	

**APPENDIX NO. 11 – TERMINATION OF THE MARKETPLACE SERVICE  
REGULATIONS/AGREEMENT**

\_\_\_\_\_  
/Partner's company name and address/

\_\_\_\_\_  
/Partner's VAT identification number/

\_\_\_\_\_  
/place, date/

**MODIVO Spółka Akcyjna with its registered office in Zielona Góra**

66-002 Zielona Góra, ul. Nowy Kisielin - Nowa 9

**TERMINATION OF THE MARKETPLACE SERVICE REGULATIONS/AGREEMENT**

Acting on behalf of ..... /Partner's company name/, pursuant to point 13.2 of the Marketplace Service Regulations dated ..... (hereinafter also the "**Agreement**"), I/we hereby terminate the Agreement concluded with Modivo S.A. Agreement, subject to one (1) month's notice with effect at the end of the calendar month. The Agreement in question is terminated on .....

\_\_\_\_\_  
/signature(s) of person(s) authorized to represent the Partner/

**APPENDIX 12 – INFORMATION AND COMMITMENTS ON WHOLESALE SERVICES**

1. The Marketplace service is an intermediate service within the meaning of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act).
2. By using the Online Shop, the Partner undertakes not to deliver, transmit or publish illegal content.
3. Partner declares that it undertakes to present and sell only Products through the Marketplace Service that comply with applicable EU law.
4. Illegal content means information that, by itself or by reference to a specific activity, does not comply with generally applicable law. Illegal content may include, in particular, content that infringes copyright, discriminates, is offensive, vulgar, incites hatred or otherwise violates personal rights, as well as the presentation of Products and information about them that do not meet specific legal requirements or infringe the rights of others.
5. Modivo.pl can find out about illegal content on its own, but it may also receive information about their existence from any person or entity, including trusted flaggers.
6. Modivo.pl does not carry out prior or automated identification or verification of illegal content on the Marketplace Service, and all decisions regarding such content are made after receiving information about its occurrence and by persons with appropriate knowledge.
7. If the Partner has identified illegal content in the Marketplace Service, he/she has the right to report it to the Modivo.pl and should do so via the electronic contact point available on the Online Shop's website in the Illegal Content Section (DSA) and select the option to report illegal content.
8. Modivo.pl will remove or disable access to illegal content on the Marketplace Service upon becoming aware of it.
9. In the event that the recipient of the Marketplace Service, including the Partner, provides illegal content or content that does not comply with the Terms and Conditions, the Modivo.pl may use:
  - a) limiting the visibility of certain information, including its removal, disabling access to it, depositioning;
  - b) suspending, terminating or otherwise limiting monetary payments;
  - c) suspension or termination of the service in whole or in part;
  - d) suspension of the Account or termination of the agreement for the provision of electronic services with respect to the Account.
10. The decision along with the justification made as a result of submitting a given content will be sent to the e-mail address of the applicant and the interested recipient of the service.
11. Modivo.pl always acts with respect for the fundamental rights of service users, as well as freedom of expression and information. At the same time, the recipients of the service concerned are provided with the justification for the restrictions applied.
12. If the Partner does not agree with the decision referred to in point 8 or 9 or its justification, the Partner has the right to lodge a complaint within 6 months of being informed about it. Modivo.pl will respond to your complaint as soon as possible and clarify your concerns. You can lodge a complaint electronically by using the electronic contact point and selecting the option to submit a complaint. The contact point is available on the Online Shop's website in the Illegal Content (DSA) tab.
13. In the case of making often obviously unfounded reports or complaints coming from the Partner, the Modivo.pl has the right, after a prior unsuccessful warning to the Partner, to suspend the consideration of the reports and complaints submitted by the Partner for a period of up to 12 months.
14. If a warrant is issued by a competent judicial or administrative authority, the Modivo.pl is obliged to take the action specified therein or provide the information indicated. In such a case, if the actions concern a specific Partner or the content provided by the Partner, the Partner in question will be informed of the receipt of such an order within the time limit specified therein or, if no such period is specified, at the latest at the time the Modivo.pl takes such action.
15. Partner acknowledges that if Modivo.pl becomes aware of an illegal Product offered by Partner to consumers located in the Union through the Marketplace Service, Modivo.pl shall

inform consumers who have purchased the illegal product through the Marketplace Service, if it has their contact information, of the illegality of the Product, of the identity of the Partner and of any appropriate remedies available to the consumer. This obligation is limited to cases where the Product has been acquired illegally in the six months prior to the time at which the Modivo.pl became aware of its illegal nature.