

AUCTIBLES TERMS & CONDITIONS

I. Definitions

1. **Terms & Conditions** - this document and attachments hereto;
2. **Company** - Firma Twórców Sp. z o.o. with its registered office in Warsaw, at the address: ul. Puławska 77 lok. U5, 02-595 Warsaw, registered in the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XIII Commercial Division of the National Court Register, under number KRS 1009821, NIP 5213999059, REGON 524062550 share capital 5,000 PLN;
3. **Auctibles.com** - an online auction service operated by the Company, according to the rules specified in this Terms & Conditions, of an open nature, available at www.auctibles.com;
4. **User** - each user of Auctibles.com regardless of whether he/she is a Business User. When the User is not an individual, it is presumed that he/she is represented by a representative authorized to represent the User under applicable law;
5. **Registered User** - a person who has registered with Auctibles.com by entering his/her email address and gaining access to the User's Account by receiving an email with a code to enter;
6. **Verified User** - a Registered User of Auctibles.com who has confirmed his/her data;
7. **Business User** - a legal or natural person and an unincorporated organizational unit conducting business, who has the Company's permission to conduct sales on Auctibles.com;
8. **User Account or Account** - a place on Auctibles.com, available after logging in, using which a Registered User may enter and manage his/her data, descriptions and other items posted on Auctibles.com;
9. **Profile** - a place on Auctibles.com available to all Users, where information about a Registered User, his/her image and comments are published;
10. **Administrators** - representatives of the Company managing Auctibles.com;
11. **Seller** - the User listing the Item for sale;
12. **Transaction** - a civil contract for the purchase of Goods concluded between the Buyer and the Seller using Auctibles.com, on the Terms & Conditions agreed between the parties;
13. **Offer** - a proposal to conclude a contract for the purchase of Goods for a certain amount at an online auction, using and through the functionalities available on Auctibles.com;
14. **Goods** - the material thing that is the subject of the Offer, owned by the User who has posted it on Auctibles.com, together with an appropriate description, characterizing its basic features and a real photograph of it, which the User has

the appropriate rights to use. Goods prohibited by the relevant provisions of the Terms & Conditions may be removed from Auctibles.com;

15. **Auction** - a type of the Offer initiated by the Seller, within the framework of which the Bidder declares the price for which he is willing to purchase the Goods;
16. **Bidder** - a User submitting the Offer for purchase of Goods from the Seller in an online auction using and through the functionalities available within the Auctibles.com website;
17. **Winner** - The Bidder whose price was the highest when the auction ended;
18. **Buyer** - the Winner who paid for the Goods;
19. **Price List** - a list of fees, commissions, costs associated with the use of Services offered by the Company as part of Auctibles.com and the rules for their calculation, available as Attachment No. 1 to these Terms & Conditions.

II. General provisions

1. Terms & Conditions, together with legal regulations valid in the Republic of Poland, shall define the rules for the use of Auctibles.com along with rights and obligations of its Users, as well as duties and responsibilities of the Company authorized to operate and administer Auctibles.com and services provided through Auctibles.com.
2. By using the Auctibles.com service, the User confirms that he/she has carefully read the content of the Terms & Conditions, accepts all of them available through hyperlinks.
3. The provisions of these Terms & Conditions relating to consumers shall also apply to natural persons conducting business, provided that it is clear from the content of the concluded contract that it does not have a professional character for them. A natural person who enters into a contract directly related to his/her business activity, if it is clear from the content of the contract that it does not have a professional character for him/her, shall be treated as a consumer.

III. Registration

1. The use of Auctibles.com service may require registration. Registration involves filling out a form located on the marked pages of Auctibles.com. In the form you need to provide data such as login and email address and set a password.
2. Successful completion of the registration process by the User is equal to acceptance and commitment of the User to comply with the content of this Terms & Conditions and its attachments, in particular acceptance of the Privacy Policy. Upon successful completion of registration, a contract between the registrant and the Company is entered into, the subject of which is the services provided by the Company on Auctibles.com under this Terms & Conditions.

3. The user registers on Auctibles.com by using the appropriate registration form by providing the data specified therein, and then confirms the desire to register by clicking on the activation link sent by Auctibles.com to the email address provided at registration.
4. By registering on Auctibles.com, the User agrees to the processing of his/her personal data, in accordance with the Privacy Policy attached as Appendix No. 2 to the Terms of Service. The administrator of Users' personal data is the Company - Firma Twórców Sp. z o.o. based in Warsaw, at: ul. Puławska 77 lok. U5, 02-595 Warsaw, registered in the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XIII Commercial Division of the National Court Register, under KRS number 1009821, NIP 5213999059, REGON 524062550 share capital 5,000 PLN.
5. Each Registered User has the right to inspect his personal data processed by the Company, including the right to edit them, as well as the right to request that their processing be discontinued.
6. Legal persons, organizational units without legal personality and natural persons who conduct business activity may sell on Auctibles.com website under the same conditions as other Users. Such Users shall additionally provide data in the form of company name, address of its registered office, Tax Identification Number. Auctibles.com reserves the right to request additional statements and documents confirming the conduct of business by these entities.
7. During registration as well as subsequent use of Auctibles.com, the User is obliged to provide the required and true data and information, and to make, if applicable, truthful statements.
8. When the User asks for deletion of the Account he/she will be immediately blocked from logging into the Service.

IV. General rights and obligations of the User

1. The User has the right to use Auctibles.com.
2. The User is obliged to use Auctibles.com in accordance with applicable law and the provisions of this Terms & Conditions.
3. When using Auctibles.com, you may not:
 - (a) post content or list items in inappropriate categories or areas on Auctibles.com;
 - (b) violate any laws, the rights of third parties, or our policies, such as our policies on prohibited, questionable, and potentially infringing items;
 - (c) use Auctibles.com if you are unable to enter into legally binding contracts, are under 18 years of age, or have been temporarily or indefinitely suspended from using Auctibles.com;

- (d) not pay for the items you have purchased, unless the circumstances set forth in the Terms & Conditions apply;
 - (e) not deliver the items he/she has sold, unless the Buyer fails to comply with the published Terms & Conditions of the Transaction or the Buyer's identity cannot be confirmed;
 - (f) manipulate the price of any item and interfere with other Users' bids;
 - (g) circumvent the fee provisions, manipulate the fee structure, billing process and fees owed to Auctibles.com;
 - (h) post false, incorrect, misleading, defamatory and libelous content (including personal information);
 - (i) take any action that could undermine the credibility of the feedback or rating system (e.g., display, import or export feedback information from outside Auctibles.com or use it for purposes unrelated to Auctibles.com);
 - (j) transfer your Auctibles.com account (including reviews) and username to others without the Company's consent;
 - (k) distribute and publish spam, so-called "Internet chains" and pyramid schemes;
 - (l) distribute viruses or any other technology that may harm Auctibles.com and the interests or property of Auctibles.com users;
 - (m) copy, modify or distribute Auctibles.com content and Auctibles.com copyrighted and trademarked elements including the Auctibles.com Community trademark ; and
 - (n) collect or gather information about users in any way, including their e-mail addresses, without their consent.
4. You are prohibited from posting content and materials on Auctibles.com, especially those that: are contrary to applicable law, violate the rights of other Users, including personal and property copyrights, are generally considered vulgar or abusive, incite hatred, particularly on racial, religious or ethnic grounds, incite acts of violence, insult Users or third parties, promote other websites, companies or affiliate programs of third persons (companies) without the written consent of the Administrators, contain erotic or pornographic content, contain advertising and commercial content, are links (links) leading to websites containing the content described above.
5. By posting content and materials on Auctibles.com and publishing Offers, the User certifies that they are free from legal and physical defects and claims of third parties. At the same time, the User declares that he/she is entitled to full proprietary copyrights (unlimited for the benefit of entities or third parties), the right to publish his/her image and to publish and distribute on the Internet the posted content, materials and Offers.

6. If the User posts content that violates the Rules, the Administrators shall have the right to remove it without prior notice to the User.
7. In the event that persons and third parties make claims against the Company for infringement of their rights through the User's posting of content, materials or Offers, the User agrees to assume full responsibility for this act and to pay the costs of any court proceedings, legal assistance (legal representation) and damages (compensation) awarded or recognized through a settlement agreement.
8. The User shall be immediately informed by the Administrators of the occurrence of the fact described in item. 7.
9. Any action that may interfere with the proper operation of Auctibles.com consisting, in particular, in making fictitious Transactions and Transactions between Accounts belonging to the same person is prohibited. Making such Transactions may result in suspension of the Accounts of the parties to the Transaction or their removal from the Auctibles.com service.
10. Registered Users are fully and unlimitedly responsible for all content, materials and Listings posted on Auctibles.com, as well as for damages resulting from behaviour inconsistent with the Terms & Conditions.
11. It is forbidden to post advertising or spam content, invitations to profiles and links that do not relate to the subject matter depicted in the picture in the comments under the items. For publishing such content, the User may receive an Account block.
12. The User has the opportunity in the place of the description "about me" to place explanations about the concluded Transactions. These explanations must be consistent with the course of the Transaction and described in a manner consistent with the rules of netiquette and good manners. Descriptions that are defamatory, offensive or vulgar will be removed, and the User may be blocked from the Account.
13. It is forbidden to include in the place of description "about me", in private messages and Offers, proposals to conclude transactions outside Auctibles.com service information about the sale of items that are not the subject of Auctibles.com and links to competing services, as well as names of accounts held on competing services.
14. Within 14 days from the conclusion of the agreement referred to in Item III. 2 above, a User who is a consumer may withdraw from it without stating reasons and without incurring costs other than the cost of returning the shipment. The rules of withdrawal from the contract, including the model form on withdrawal from the contract, which the User may use, are specified in Appendix No. 4 to the Regulations.

V. User Account

1. You may be a Buyer or a Seller in which case you shall register separately as a Buyer and a Seller .
2. It is forbidden to transfer your access data to Auctibles.com or share your User Account with third parties.
3. The Administrators of Auctibles.com reserve the right (without prior notification by email) to delete the User Account in the following situations:
 - if the User has not logged in for more than 12 months,
 - if the Administrators of the service have received information from law enforcement agencies regarding violation of the law by the User in connection with possession of the User Account,
 - if the User's Account has been blocked more than 4 times in a month,
 - if the User uses it to send spam, inquiries and messages unrelated to offers posted by users or unauthorized advertising on Auctibles.com,
4. The User must contact Auctibles.com to delete the account.
5. The User's account that is submitted for deletion is automatically blocked. The blocking includes the login function of Auctibles.com .
6. The deletion of a User Account shall take place within 7 business days from the date of notification.
7. The Administrators may refuse to remove the User Account if:
 - User process Transactions that have not been completed or settled;
 - The User Account has been blocked by the Administrators for violation of the Terms of Use.
 - There is an overdraft on the User's Account.
8. If the User violates this Terms & Conditions, the User Account may be temporarily blocked by the Administrators.
9. If the violation of the Terms & Conditions is of a blatant nature or if the User has already been reprimanded in the past for violation of the Terms & Conditions, the User Account may be permanently blocked or deleted.
10. The Account of a Registered User who has not passed the verification process may be blocked in case of violation of the Terms & Conditions until the User's Account is fully verified. The use of Auctibles.com exclusively through Auctibles.com Business is possible for Users logged into the Business User Account.

VI. Rules for offering Goods

1. An unverified User may create an Auction, but it will not be visible to recipients until the user is verified.
2. In order to create a description of an Auction, the Seller shall specifically include:

- (a) the title of the Auction, a description of the Goods, specify the category corresponding to the specifics of the Goods and the type and manner of the Transaction (including specifying the duration of the Auction,
 - (b) and according to the choice: specify the starting price, optionally the minimum price and indicate whether the Buy Now option is to be introduced and the terms and conditions regarding payment.
 - (c) the description of the Offer should be supplemented with at least one photograph presenting the offered Goods.
 - (d) when specifying the terms and conditions of the Offer and sale, the Seller may also, by selecting additional options, establish a specific way of presenting and promoting the Offer on Auctibles.com.
 - (e) when creating an auction, the start and end time of the auction is specified. Bidding can only take place during these hours. Auctibles.com may extend the duration of the live auction to allow for its proper completion.
3. The person adding the Auction, is responsible for any damage resulting from errors or inaccuracies in the description of the Auction or in connection with the photos added to the Auction.
 4. Each Good may be verified by the Administrators for compliance with the Rules of Procedure and applicable law. Goods verified negatively or not meeting the conditions described above may be removed by the Administrators without prior warning of such removal.
 5. The selection of the category for the created Offer should correspond to the main function performed by the Item being the subject of the Offer and allow to properly complete all parameters corresponding to the Item, as defined by the Company. Within the framework of Auctibles.com, the Seller, specifying the terms and conditions of the Offer, may make available to Buyers the following modes of concluding a sales contract:
 - a. Exclusively with the Buy Now option, under which the Seller offers to sell the Goods at a predetermined price. This offer may include one or many pieces of Goods,
 - b. Auction, under which the Seller, by listing the Goods, invites Bidders to submit bids in order to conclude a contract. The Auction may include only one item of Goods. The Seller within the Auction may additionally specify the Buy Now option, however, if the Seller sets a minimum price, the Buyer may use the Buy Now option only until the Bidder makes a bid equal to this price. If the Seller has not set a minimum price, the Buyer may use the Buy Now option until the Bidder makes the first bid.
 6. In an Auction, the Seller may set a minimum price, i.e. the lowest price for which he agrees to sell the Goods.
 7. In order to conclude a contract of sale under the aforementioned auction, it is necessary for the Bidder to propose a price higher by at least 1 penny than the

minimum price. Proposing a price equal to or lower than the minimum price by the Bidders will not result in the conclusion of a sales contract.

8. All amounts quoted in the Offers are net prices excluding shipping costs and shipping insurance and VAT. When the Buyer clicks the "Estimate shipping cost" button, a form opens in which the Buyer enters the address to which the Goods are to be shipped. After this operation, the Buyer receives information as to the exact shipping cost of the Goods and the cost of shipping insurance to the given address in net amounts. After the Buyer clicks the "Pay" button, the information with the net price, the amount of the cost of shipping the Goods to the given address and the amount of VAT due - to be paid by the Buyer - appears. The exact shipping cost applies to a particular Buyer, as it depends on the address specified by the Buyer as the address for shipment of the Goods. On the "Earnings" sub-page, the Seller can see for each sold Goods the net amount the Seller will receive after paying the commission to the Company on auctions.
9. Repeatedly adding the same items within the Listings (without deleting previous items), will be considered as unauthorized duplication of items. Duplication of items will result in the removal of items from the User's Profile by the Administrators and blocking of the Account consisting in the inability to add items.
10. The User is bound by the list of prohibited items contained in Appendix 2 to the Terms of Use. Items that do not comply with the Terms of Service will be removed from Auctibles.com and the function to add items may be blocked.
11. It is forbidden to place Auctions with a photo from other websites (watermark or service logo). Such Offers will be removed and the function of adding items may be blocked.
12. Offers, the first photo of which ("thumbnail"), differs from the actual appearance of the item, will be removed, and the function of adding items may be blocked.
13. It is forbidden to place proposals for the provision of services, advertising, etc. in the Offers.
14. Such action will be considered a violation of the Terms of Service. Spamming is punishable by blocking the User's Account regarding the function of adding items.
15. The value of the item and the cost of shipping must be given in the fields intended for this purpose. Placing a different price in the item description, in the item photo or in the title of the Offer is considered a violation of the Terms of Service and will result in removal of the Offer and blocking the User's Account.
16. Items that violate the Terms of Service may be removed.
17. Shipping is organized by Auctibles.com and its cost is paid by the Buyer. Auctibles.com indicates the cost of shipping, including insurance for the shipment of the Item on the basis of the price list resulting from contracts with

shipping companies. The cost is exact, known before the start of the Auction and applies to the specific User, according to the address provided by the User in question. The User may not use any other shipping method for the Item except the one provided by Auctibles.com.

18. The User may use the option on Auctibles.com under the name "Browse auctions", search for sale items by auction name, seller name, item name - in chronological order or in reverse chronological order. It is not possible to adjust the order in which the Goods appear by payment to the Company.
19. The change of prices for the Goods is made only through bidding. There is no other way to change the price of the Goods.
20. Payment deadline, shipping deadline, deadline for returning the Goods are calculated as the number of days times 24 hours. All calculations refer to the end time of a given auction, the time of payment, the time of delivery, respectively. All calculations are performed internally in UTC time zone. The times are displayed in the User's time zone as registered by the Auctibles.com system. The User's time zone is determined by the best technical means, but its accuracy cannot be guaranteed due to various systems used by the User, such as VPN (virtual private networks) or manual setting of the computer's time zone.

VII. Transactions

1. A User who pays for an Item does not go through any verification process by Auctibles.com. However, STRIPE online payment processor working with Auctibles.com may require the User to go through a verification process when the User pays for the Item being auctioned. This includes, but is not limited to, the case of credit card payment, in which the User may be required to enter a code sent by the credit card company via SMS or email, as well as the case of payment via banking applications.
2. The User, before concluding a Transaction, is obliged to familiarize himself with the conditions under which the seller of the User performs the Transaction.
3. An Offer for sale of an Item, added in the appropriate category on Auctibles.com has a price and terms of finalization specified by the posting User.
4. Acceptance of a given Offer for sale of an Item becomes legally binding (i.e. is acceptance of the offer) for the buying User at the moment of selecting the option " Pay " and confirming the desire to purchase.
5. The terms and conditions of the accepted Offer, which is the subject of the Transaction, are legally binding for both parties to the Transaction.
6. Once the Offer is submitted by the User, it is binding and cannot be withdrawn unless the User is a consumer.
7. The Buyer is obliged to transfer the funds specified in the Offer within 3 days after the finalization of the Transaction, using the payment methods indicated. The payment must be made through the online payment system operated by

STRIPE to the Company's account (the payment is posted to the Seller's balance within the Stripe system).

8. Seller's data are transferred to the buyer automatically (name, surname, address and e-mail). The seller is obliged to provide the data necessary to finalize the Transaction within 7 days from the date of the establishment of this Transaction (bank account number for payment in case of payment by traditional transfer).
9. Failure to transfer money within the period referred to in para. 12, is the basis for the seller of the User to consider the Transaction as broken.
10. The Transaction on Auctibles.com assigns the purchased item to the buyer's Account. Along with the assignment of the item to the User's Account, the right to use photos associated with the item for purposes consistent with the functionality of Auctibles.com may be transferred at the same time. The photos may then be used only for the purpose of identifying that item. The seller grants the buyer a perpetual, non-exclusive license to use the photos for the purposes mentioned above.
11. The issues of complaints and returns of the objects of the Transaction shall be governed by individual arrangements between the parties to the Transaction, subject to the relevant provisions of the applicable civil law and consumer protection laws, in particular those that take into account the specifics of transactions made over the Internet. The paragraphs of the Terms of Service shall also apply.
12. The Seller shall not have the right to demand after the conclusion of the Transaction a price other than that shown in the confirmation of the sale of the item.
13. The Seller shall receive the price after 14 days from the moment of payment, if the object of the Transaction is not returned by the Buyer within this period.
14. If an interested user contacts the Seller as indicated on the Offer page and is notified of a Transaction cost higher than that specified on that Offer page, the Buyer User may report this fact to the Administration in order to impose a block on the Seller's Account.
15. The Buyer at the time of concluding the Transaction accepts all the established, conditions, i.e. the price and shipping and shipping insurance costs, as described in the fields for this purpose.
16. The shipping price is to include only the price of the actual delivery of the goods. The cost of packaging, addressing and delivery of the goods to the service provider - provider, should be included in the cost of this item.
17. In case of simultaneous arrival of multiple bids Auctibles.com exclusively decides on the selection of the winning Bid based on its technical means of the times of receipt of bids. In this case, no dispute will be accepted.

18. The Seller shall have 3 days from the date of receipt of the returned Goods to inform Auctibles.com of damage or other defects in the shipment. After informing the Seller that the Buyer has paid the Price for the Goods, the Seller has 3 days to ship the Goods. The Goods should be delivered within the next 3 business days. Collection must actually take place within 3 days from the date set for collection.
19. The buyer is obliged to fulfil the sales contract concluded with the buyer. Otherwise, Auctibles.com may terminate the contract with 1 day's notice in case of violation by the Buyer or Seller of the rules set forth in the Terms & Conditions.
20. Insurance during shipment of the Goods to the Buyer from the Seller, and in the event of return by the Buyer to the Seller, is calculated on the basis of the Price quoted for the Goods when they are put up for sale by the Seller, before the Auction begins.

VIII. Payments to Auctibles.com

1. The services provided by the Company realized in connection with the operation of Auctibles.com are subject to payment.
2. The amount of fees, commissions for services provided by the Company, the rules of payment are described in Appendix No. 1 to these Regulations.

IX. Liability

1. The Company shall not be held liable in any way, in particular civil, criminal and administrative, for the content published by the Users and for any of their behaviours in violation of the law or the provisions of the Regulations. The User cannot hold the Company responsible for the content posted by other Users, their acts or omissions, and for the items they put up for sale.
2. You acknowledge that Auctibles.com is not a traditional auction house, but a service where anyone can offer, sell and buy items, at any time, from anywhere.
3. The Company and the Auctibles.com service it operates does not own the items offered, is not a party to the transaction, does not control or guarantee the quality, safety or legality of the items offered on Auctibles.com, the reliability or accuracy of the sales bids or content posted by users, the ability of sellers to sell items, the ability of buyers to pay for items or whether the buyer or seller will complete the transaction or return the item.
4. The Company is not a party to agreements between Users concluded through Auctibles.com and shall not be liable for the improper performance of the provisions contained therein.
5. Administrators make every effort to ensure that the Auctibles.com website operates uninterrupted. However, the company is not liable for any damage resulting from interruptions, failures or technical defects of the Auctibles.com website.

6. The Company does not guarantee the substantive correctness of the content posted on the Auctibles.com website and is not responsible for any effects of Users' use of the content, materials and information posted on the Auctibles.com website.
7. To the extent permitted by law, all warranties, presumptions and conditions are hereby excluded. The Company is not liable for damage caused by unintentional fault, damage to reputation or good name, or for lost profits in connection with the User's use of the Auctibles.com website and the services offered in connection with this website.
8. Notwithstanding the above, if the Company is found liable, the Company's liability towards the user or other third party is limited to a) the total number of payments made by the User in the 12 months preceding the action for which the Company would be responsible or b) PLN 2,000 - in depending on which of these amounts is higher. The above does not apply to cases where the contract is concluded with a User who is a consumer.
9. In the event of a dispute with one or more Users, you release us (and our representatives, officers, directors, agents, subsidiaries, joint ventures and employees) from all claims, demands and damages (actual or consequential) of every kind and nature, whether known or unknown, arising out of or in any way connected with such disputes. The above does not apply to cases where the contract is concluded with a user who is a consumer and the related claim results from non-performance or improper performance of this Terms & Conditions.
10. You agree to repair any damage caused to the Company (and our officers, directors, agents, subsidiaries, joint ventures and employees) and indemnify the Company (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims or demands, including reasonable legal fees, made by third parties resulting directly from the user's violation of the provisions of the Terms & Conditions or any right of a third party.

X. Technical requirements

1. To use our services, you need a web browser and JavaScript, cookies and pop-ups enabled.
2. If you encounter technical difficulties, please refer to our Help pages or contact us at support@auctibles.com.
3. Detailed information about the technical requirements, including current updates and recommended security measures, necessary to use the services provided by the Company, can be verified here [https://auctibles.com/how it works](https://auctibles.com/how_it_works) .

4. The User should regularly update the data in the account settings, including the User's contact details. The Business User should regularly check whether he has received any new correspondence from Auctibles.com.

XI. Final Provisions

1. This Terms & Conditions enter into force on the day of publication, i.e. December 1, 2023.
2. The Company reserves the right to change some or all of the provisions of the Terms & Conditions at any time by publishing the changed information on the Auctibles.com website and sending a notification by posting the amended version of these Regulations on our website, in the User panel.
3. In the event of non-acceptance of the new provisions referred to in section 2, the User has the opportunity to withdraw from their acceptance within 14 days, which will result in the expiry of the contract between the Company and the User. If the User continues to use the Auctibles.com website within 14 days after introducing changes or supplementing the Terms & Conditions it is assumed that the User accepts the amended or supplemented Terms & Conditions
4. The Company may assign rights and obligations arising from the contract concluded by accepting the Terms & Conditions.
5. Unless expressly provided otherwise, notices sent to Auctibles.com must be sent by registered mail to the Company.
6. Notifications for the User will be sent to the e-mail address provided during registration (in the case of users who are entrepreneurs, if we do not receive information about an incorrect e-mail address, the message is considered delivered 24 hours after its sending). Notifications sent to a User who is an entrepreneur by registered mail are considered delivered after 3 days from the date of their sending.
7. The Company provides services electronically in accordance with these regulations. Buyers and Sellers conduct Transactions on Auctibles.com in accordance with the Terms & Conditions. The above constitutes the division of obligations between the Company and the Seller/Buyer related to the contract concluded on the online trading platform Auctibles.com.
8. The Terms & Conditions and the agreement concluded as a result of their acceptance do not create any effects in the form of cooperation on the basis of a civil partnership, agency, partnership, joint-venture, employment relationship or franchise.
9. Any disputes arising in connection with the use of the Auctibles.com website are subject to Polish law and will be resolved amicably. In the absence of an amicable solution in the case of entrepreneurs, disputes are subject to the exclusive jurisdiction of the courts in Warsaw.

10. All annexes to the regulations constitute their integral part. The following sections of the Terms & Conditions will survive termination: Fees and Payments (in relation to fees payable for the use of the Services), Section X (indemnity, liability, indemnity) and Section XII.8 regarding dispute resolution.

XII Attachments:

Attachment No. 1 - Fees and Commission.

Attachment No. 2 - Privacy Policy.

Attachment No. 3 – Prohibited goods.

Attachment No. 4 - Rules for withdrawal from the contract.

Attachment No. 5 - Cookies.

ATTACHMENT NO. 1- FEES AND COMMISSION

I. The Buyer shall purchase the Goods for the price determined as a result of the Auction plus:

- (a) the applicable 23% VAT rate,
- (b) the cost of shipping to the Buyer
- (c) the cost of shipping insurance.

Auctibles.com shall arrange for shipment of the purchased Goods to the Buyer, with the cost of shipment, once approved, to be paid by the Buyer. Auctibles.com provides the cost of shipping, including the cost of insuring the shipment of the Goods on the basis of the price list resulting from contracts concluded by Auctibles.com with shipping companies. The cost is known prior to the start of the Auction and applies to a specific User, according to the address provided by that User. The User may not use any other shipping method for the Goods except the one specified by Auctibles.com.

All costs indicated in (b) and (c) above shall be accepted by the Buyer prior to the closing of the relevant transaction.

The price, together with the additional fees and costs indicated in (a)-(c) above, is paid by the Buyer using the payment methods indicated on Auctibles.com and then processed by the payment service provider Stripe Payments Europe Ltd, using the STRIPE online payment system.

All amounts quoted in the Offers are net prices excluding shipping and shipping insurance costs and VAT. When the Buyer clicks the "Estimate shipping cost" button, a form opens in which the Buyer enters the address to which the Goods are to be shipped. After this operation, the Buyer receives information as to the exact cost of shipping the Goods and the cost of shipping insurance to the given address in net amounts. After the Buyer clicks the "Pay" button, the information with the net price, the amount of the cost of shipping the Goods to the given address and the amount of VAT due - to be paid by the Buyer - appears. The exact shipping cost applies to a particular Buyer, as it depends on the address indicated by a given Buyer as the address for shipping the Goods.

In the event of withdrawal from the contract and return of the Goods, the Buyer shall pay:

- (a) the cost of returning the shipment with the Goods
- (b) the cost of insuring the Goods when returning them to the Seller.

II. The Seller shall pay to Auctibles.com a commission on the sale of the Goods on the price of the Goods determined by the Auction. The commission is: 10% on the first EUR 1,000 of the Price of each Goods and an additional 5% on the rest of the Price above EUR 1,000.

Commissions from the sale of Goods on Auctibles.com are automatically collected through the STRIPE online payment system from the proceeds of the Price from the sale of Goods, and the remainder is paid to the Seller's bank account.

The Seller is responsible for paying VAT to the account of the relevant tax authority.

If the item is not sold, the Seller does not pay the sales commission.

The sales commission will appear on the invoice issued by the Company and sent to the Seller by email to the email address specified in the invoice.

III. The Company reserves the right to change the amount of fees and commissions. Such changes will be made in accordance with the procedure and rules applicable to changes in the Regulations.

ATTACHMENT NO. 2 - PRIVACY POLICY

1. DEFINITIONS

personal data - as defined in Art. 4 pt. 1) RODO, personal data is information about a natural person identified or identifiable by one or more specific factors that determine physical, physiological, genetic, mental, economic, cultural or social identity, including name, phone number, email address, address for delivery of Goods purchased from Auctibles.com, IP of the device, location data, internet identifier and information collected through cookies and other similar technology.

Policy - this privacy policy.

Cookies - means IT data, in particular small text files, recorded and stored on the devices through which the User uses the websites of the Website.

RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

2 Data Administrator

The administrator of the personal data is Firma Twórców sp. z o.o. with its registered office in Warsaw, at: ul. Puławska 77 lok. U5, 02-595 Warsaw, registered in the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw XIII Economic Department of the National Court Register, under KRS No. 1009821, NIP 5213999059, REGON 524062550 share capital 5,000 PLN (hereinafter also referred to as the "Company").

3 Purpose of processing

When using Auctibles.com services and registering or placing an Offer, order, participating in an auction you will be asked to provide us with your personal data. Your data is processed by us for the purposes indicated below, related to the operation of Auctibles.com and the provision of the services offered therein. Below, for each of the processing purposes, we have specified the legal basis and the maximum period for which we will keep your personal data. After the indicated period, we will not use your personal data for the indicated purpose. However, this does not mean that we will delete them in every case. We will keep your personal data for the longest of the indicated periods relating to specific services of the Company (e.g., after you resign from your Account, we will stop processing your personal data for the purpose of providing you with services, but we will keep them for the period allowed by law to enable you to assert your rights to ensure that the history of financial settlements between you and the Company can be demonstrated).

Failure to provide data will result in the inability to conclude a contract for the provision of services or other services under Auctibles.com .

Confirmation of Account activation may also be made by executing any payment transaction through our Partners - payment service providers.

By accepting the Terms and Conditions, you confirm that you authorize the payment service provider participating in the transaction to provide the Company with the data accompanying the payment transaction for verification purposes.

3.1 In order to undertake activities related to the processing of your Registration and the provision of electronic services offered at Auctibles.com, including payment processing by the payment service provider participating in the execution of transactions on Auctibles.com -Stripe:

(a) the personal data we process:

- when you register a Regular Account: email address, login, password, residential address, country, ; when you register a Business Account email address, login, password, phone number and information about the company (business) and its address, country, VAT ID,

- data contained in the Offer (including, in particular, the content of the Offer), data about the Transaction (in particular, in terms of bank account number, payment method, address for receipt of Goods, method of delivery),

- VAT invoice data,

- making payments for services provided by the Company on Auctibles.com: data about the bank account number: number, name, address of residence and information about the company (enterprise) and its address, country

- If you choose to pay from the payment service provider Stripe, your payment is processed by the payment service provider Stripe Payments Europe Ltd, Block 4, Harcourt Centre, Harcourt Road, Dublin 2, Ireland, to whom we provide your order information (name, address, account number, bank code, possibly credit card number, invoice amount, currency and transaction number) in accordance with Article 6(1)(b) of the RODO. Your data will be transferred to the payment service provider Stripe

Payments Europe Ltd. for the sole purpose of payment processing and only to the extent necessary. For more information on Stripe's privacy policy, visit <https://stripe.com/de/terms>

(b) legal basis for processing: Article 6(1)(b) of the DPA (necessary for the conclusion and performance of the contract) - personal data necessary for the establishment and operation of the Account, and in the case of credit card data - Article 6(1)(f) of the DPA (legitimate interest of the Company to protect the rights of the Company and the User),

(c) data storage period: until the service is terminated.

3.2 In order to take actions related to the shipment of Goods purchased in the provision of electronic services offered at Auctibles.com,

(a) the personal data we process:

- residential address
- company name and registered address
- cell phone

(b) legal basis for processing: article 6(1)(b) RODO (necessity to conclude and perform the contract) - personal data necessary for the shipment of Goods ,

(c) data storage period: until the completion of the service.

3.3 In order to handle complaints about electronic services offered at Auctibles.com or reported technical problems

(a) personal data we process: data from 3.1 -3.2 above

(b) legal basis for processing: article 6.1(f) of the RODO (the Company's legitimate interest in protecting the rights of the Company and the User),

(c) data retention period: until the complaint handling is completed or the reported problem is resolved

3.4 For the purpose of claiming and defending against claims arising from the concluded contract or related to the provision of services, including debt collection, conducting court, arbitration and mediation proceedings

(a) personal data we process: data indicated in 3.1-3.3 above

(b) legal basis for processing: article 6.1.f RODO (the Company's legitimate interest in protecting the rights of the Company and the User),

(c) data retention period: until the last day of the calendar year following the expiration of 3 years after the termination of the service or Transaction made without prior Registration or logging into the Accounts,

3.5 In order to comply with statutory obligations under tax and accounting regulations

(a) personal data that we process: data indicated in 3.1-3.3 above , data on Transactions, commissions, costs,

(a) legal basis for processing: article 6.1.c of the RODO in connection with article 70 § 1 of the Tax Ordinance (necessity of processing to fulfill a legal obligation) and article 74 of the Accounting Act

(b) data storage period: 5 years counting from the end of the calendar year in which it expired payment deadline or 5 years respectively, counting from the beginning of the year following the fiscal year in which the Transaction was made,

We will process your personal data only for the period in which we have a legal basis for doing so, i.e. until: (a) we cease to have a legal obligation obliging us to process your data, (b) the possibility of establishing, asserting or defending possible claims related to the contract concluded by the parties ceases, (c) you withdraw your consent to data processing, if it was the basis for it, (d) your objection to the processing of your personal data is accepted - in case the basis for the processing of your data was the legitimate interest of the operator.

Withdrawal of consent to data processing is possible at any time.

4 Transfer of data

The Company undertakes not to transfer personal data to third parties except:

- o statistical data that do not allow identification of individual Users;
- o making Users' personal data available at the request of state authorities when required by law.

If you choose to pay from a payment service provider Stripe, your payment is processed by the payment service provider Stripe Payments Europe Ltd, Block 4, Harcourt Centre, Harcourt Road, Dublin 2, Ireland, to whom we provide your order information (name, address, account number, bank code, possibly credit card number, invoice amount, currency and transaction number) in accordance with Article 6(1)(b) of the RODO. Your data will be transferred to the payment service provider Stripe Payments Europe Ltd. for the sole purpose of payment processing and only to the extent necessary. For more information on Stripe's privacy policy, visit <https://stripe.com/de/terms>.

5 Deletion and anonymization

The User's personal data will be stored by the Company and its service providers in accordance with applicable data protection laws and to the extent necessary to process the information detailed above.

Thereafter, the Company will delete your personal data in accordance with its data retention and deletion policies, or take appropriate steps to anonymize your data, unless the law requires or permits retention for a longer period (e.g., for tax, accounting and auditing purposes, or to detect and prevent fraudulent or illegal activities on Auctibles.com).

6 Your entitlement

- access to your personal data stored by the store
- the possibility to rectify them through the mechanisms of Auctibles.com or through other means of communication with the Personal Data Administrator
- deletion of data
- restriction of data processing,
- request for data transfer to another controller,
- object at any time to the processing of your personal data.

7 External recipients of data

We cooperate with external companies to whom your data may be transferred. The list of recipients of the store's data is defined below.

- Software developer of the store's platform.
- online payment provider
- accounting office
- the owner of the hosting - the hosting provider
- provider of software that facilitates business (e.g. accounting software)

8 Cookies

As part of the operation of Auctibles.com, session cookies are used: they are stored on the User's Device and remain there until the session of a given browser ends. The stored information is then permanently deleted from the Device's memory. The mechanism of session cookies does not allow any personal data or any confidential information to be collected from the User's Device.

If the User blocks the use of cookies, he/she will not be able to use Auctibles.com effectively.

The Administrator uses Cookies only for:

1. optimizing the use of the Website's pages.
2. to recognize the Auctibles.com User's device and its location and display the pages accordingly.
3. to personalize the interface of the Website by remembering the settings selected by the User, e.g. choice of language, currency.
4. to authenticate the User on the site and ensure the User's session on the site.
5. maintenance of the User's session in the service (after logging in), thanks to which the User does not have to re-enter his/her login and password on each sub-page of the Service.

The User may independently and at any time change the settings concerning Cookies, specifying the conditions for their storage and access by Cookies to the User's Device. The User may change the settings referred to in the preceding sentence using the settings of the Internet browser. These settings can be changed, in particular, in such a way as to block the automatic handling of cookies in the settings of your web browser or inform on their placement on your device each time. Detailed information about the possibility and methods of handling cookies is available in the settings of your software (web browser).

9 Notifications

User agrees to receive electronically commercial information, announcements about changes in the offer, notifications, and other messages from Auctibles.com Service Administrators (private messages

on the Service and emails). Users can give or withdraw their consents through the Profile panel. In your User Profile, you can enable and disable notifications about the start and end of the auction, the appearance of the item on the auction, winning an item, selling an item. In addition, there is a general unsubscribe link in each email, which will disable all these options. You will then not receive any further messages, except for an email with a verification code, which is necessary to log in when you try to log in to the site.

10 Contact.

For more information about the processing of your Personal Data, you will be contacted at the following addresses: e-mail address: support@auctibles.com, postal address: Firma Twórców sp. z o.o. based in Warsaw, at: 77 Puławska Street U5, 02-595 Warsaw.

ATTACHMENT NO. 3 - GOODS PROHIBITED ON AUCTIBLES.COM

The following Goods may not be the subject of the Offer:

1. containing blatant pornographic content;
2. symbols or products containing the symbolism of a fascist or other totalitarian state system or presenting content praising or propagating such a system or inciting hatred based on national, ethnic, racial, religious or irreligious differences or otherwise violating the prohibition referred to in Article 4.1. of the Regulations - excluding goods of artistic, educational, collector or scientific value;
3. violating the personal rights of third parties;
4. music, films, software and other Goods that violate intellectual property rights;
5. non-original products (so-called counterfeits, items that violate industrial property rights);
6. explosives and hazardous chemicals;
7. drugs, psychotropic substances, narcotics, cannabis seeds;
8. prescription medicinal products and other drugs
9. alcoholic beverages;
10. tobacco products subject to Article 2.2 below, electronic cigarettes, liquid/aroma bases, liquids (including those containing no nicotine), spare containers and their parts, tobacco warmers and their parts, nicotine pouches;
11. human or animal organs;
12. live or dead animal specimens (as well as their parts or derivative products), belonging to the species included in the currently valid annexes A - D to Council Regulation (EC) No. 338/97 of December 9, 1996 on the protection of species of wild fauna and flora by regulating trade therein;
13. dogs and cats marketed outside their places of breeding or rearing, as well as animals without a pedigree or certificate;
14. shares in companies, stocks, bonds and other securities, receivables, investment fund units, insurance policies and products, and any other financial instruments offered as a form of investment or placement of money, except securities in tangible form of purely collectible value;
15. virtual currencies (including cryptocurrencies such as bitcoin, litecoin, dogecoin, etc.) and related services and products;
16. software that violates the manufacturer's license, trial version, freeware, shareware, abandonware;
17. software adapted to conduct activities that violate the law or good morals;
18. website addresses and FTP servers (excluding Internet domains);
19. information and instructions that are not of a service nature, in particular: advice on how to bypass rules and regulations, use of online systems offering financial gains (e.g. payment for displaying

banners or receiving e-mails, information such as "how to perform...", "how to find...", "how to earn...");

20. accesses to torrent sites, accounts in free websites and services related to them (e.g. likes, reviews, comments);

21. accesses to erotic/pornographic sites and virtual currencies applicable to such sites;

22. accounts in affiliate and loyalty programs and services related to such programs;

23. databases (including personal information or e-mail lists);

24. mail-order and direct sales catalogs for ordering goods, except for out-of-date catalogs of purely collector's value;

25. cards and devices owned by telecommunications operators and digital television platform operators;

26. master's theses, diploma theses, bachelor's theses, baccalareate theses, essays and other such works, as well as services related to the creation of such works;

27. stock market investment systems and lottery and betting systems, as well as services related to providing assistance in joining such games and placing such bets with the exception of official book publications that have been assigned an ISBN;

28. fishing gear and equipment, the use of which is prohibited or possession of which is restricted by law;

29. arms and ammunition within the meaning of the Arms and Ammunition Law subject to Article 2, items 7 through 9 below;

30. registration cards and vehicle cards offered without the vehicles for which they were issued and vehicles without documents, Polish license plates (including antique ones);

31. discount coupons, rebate coupons, in the form of a promise entitling to a discount or other benefit for future purchase of Goods outside Allegro;

32. publications in electronic form (e.g. books, poems, guides, so-called e-books) displayed outside the "Ebooks" category;

33. gold in the form of bars and their copies and imitations, coins minted after 1800 (subject to Article 2, item 12 below), and silver in the form of bars and their copies and imitations;

34. prepaid payment cards (so-called prepaid cards);

35. telephone-registered prepaid cards;

36. counterfeit money signs in circulation (counterfeit/imitation money signs);

37. used goods that should not be reused for health or hygiene reasons.

38. any type of codes, passwords, tokens, keys or accounts (hereinafter collectively referred to as "Codes"), which allow access to and use of services that allow viewing or listening to multimedia content on demand via the Internet, especially in the form of music podcasts and movies, e.g. Netflix, HBO Max, Cda Premium, VOD.pl, Player.pl, Spotify, Tidal, Storytel with the exception of Codes, which

are offered by entities conducting official, authorized business of their resale, acting under individual agreements concluded with the Company;

39. all kinds of codes and coupons, in any form, in particular vouchers (hereinafter collectively referred to as "Vouchers"), which are subject to exchange for a ticket or tickets for a movie screening in a cinema or other services or products offered in cinemas or for use in cinemas, with the exception of Vouchers, which are offered by entities conducting official, authorized activities for their resale, operating under individual agreements concluded with the Company;

40. bang firecrackers and pyrotechnics of P2, F4 and T2 classes;

41. live specimens of plants and animals considered to pose a threat to the European Union, as defined in the list of invasive alien species established pursuant to Regulation (EU) No. 1143/2014 of the European Parliament and of the Council of October 22, 2014 on preventive and remedial action with regard to the introduction and spread of invasive alien species;

42. any form of permanent or temporary access to or use of an account or other collection of resources (akin to accounts) on any website, program or application that enables the operation and playing of computer games, console games or mobile games, or includes other functionality and services related to such games, such as acquiring, installing, storing, reviewing, tracking statistics, such as Steam, Epic Games Store, GOG, Ubisoft Connect, Origin, PlayStation Network, Xbox Live. The prohibition referred to in this para. 42. shall not apply to the sale of accounts or any other collection of resources on any website, program or application that allows the exclusive use on a customer basis of computer games only, or console games or mobile games, the use of which is at all times free of charge to all persons;

43. any type of service or functionality that is offered or provided through an account or collection of resources referred to in Section. 42. above;

44. medical devices, systems, and treatment kits within the meaning of the Law of April 7, 2022 on Medical Devices, in violation of the prohibitions set forth in Article 16 of that Law, including in vitro diagnostic medical devices for self-use, other than a self-testing device, sample container, or general laboratory product;

45. slot machines (gaming machines) within the meaning of the provisions of the Gambling Act of November 19, 2009;

46. new (subject to Article 2, Item 22 below) and used electronically transmitted software (ESD) issued under the Electronics > Computers > Software category;

47. OEM-licensed software displayed under the Electronics > Computers > Software category;

48. used goods that should not be resold for security reasons. Applies to items displayed under Automotive>Chemistry (excluding the subcategory Automotive>Chemistry>Washing and Grooming>Tools and Accessories);

49. containing terrorist content within the meaning of the provisions of Regulation (EU) 2021/784 of the European Parliament and of the Council of April 29, 2021 on the prevention of the dissemination of terrorist content on the Internet;

50. vouchers exchangeable for medical services;

51. tickets for artistic, entertainment or sports events;

52. pepper spray;

53. stun guns (incapacitating objects using electricity).

54. GTIN (EAN) codes, i.e., codes complying with the GTIN standard (established by GS1 AISBL, an international non-profit association, registered in Belgium, headquartered at Avenue Louise 326, box 10, 1050 Brussels (company number: 419.640.608) or the corresponding national entity authorized by GS1 AISBL in the territory of the country concerned) or their substitutes and equivalent designations, including those not complying with the above standard, in each case regardless of their source.

**ATTACHMENT NO. 4 - INSTRUCTION ON WITHDRAWAL FROM THE CONTRACT
AND A SPECIMEN STATEMENT OF WITHDRAWAL.**

Within 14 days from the conclusion of the contract for the provision of services electronically with the Company (Account registration on Auctibles.com), you may withdraw from it without giving any reason.

To do so, inform us of your decision by filling out the form available on Auctibles.com. You can also use the model withdrawal form below.

The right to withdraw from the contract does not apply to the User who has issued an Offer, participated in an Auction, used the Buy Now option or has any receivables due to the Company for services provided on Autibles.com.

MODEL WITHDRAWAL FORM

This form should be filled out and sent back to the address Firma Twórców sp. z o.o. ul. Puławska 77 lok. U5, 02-595 Warsaw if you wish to withdraw from the contract)

date

.....,

Firma Twórców sp. z o.o. with its registered office in Warsaw,
at ul. Puławska 77 lok. U5, 02-595 Warsaw

WITHDRAW FROM THE AGREEMENT FOR SERVICES WITHIN AUCTIBLES.COM WEBSITE

I, the undersigned, hereby give notice of withdrawal from the agreement for the provision of services as part of Auctibles.com, on behalf of myself/the company whose name is indicated below:

Date of contract

Name/full name of the company and registered office

Login on Auctibles.com

Legible Signature:

ATTACHMENT No. 5 - COOKIES POLICY

This policy applies to "cookies" and applies to the website Auctibles.com, which is owned by

Firma Twórców sp. z o. o. based in Warsaw, at the following address: ul. Puławska 77 lok. U5, 02-595 Warsaw, entered into the register of entrepreneurs of the National Court Register by the District Court in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 1009821, NIP 5213999059, REGON 524062550 share capital PLN 5,000 (hereinafter also referred to as the "Company")

What are cookies?

Cookies are small text files that record a user's online activity. They make it easier to navigate the website and take various actions because they recognize the User's device and display a page tailored to his or her individual preferences. Disabling them may result in incorrect operation of the website and inability to access certain functions.

Some areas of the website may use cookies, i.e. small text files sent to the User's computer, identifying it in a way necessary to simplify or cancel a given operation. Cookies are harmless neither to the computer nor to its user and his/her data. The condition for cookies to work is that they are accepted by the browser and that they are not deleted from the disk

What types of cookies do we use and how do we use them?

Cookies necessary to perform basic activities on the website, such as transactions, etc. remain on the user's device until they are manually deleted.

Deleting cookies

Each type of browser offers the ability to block and delete cookies. You can find more information on how to manage cookies by using the links below: <https://auctibles.com/privacy>.

The recipient of information from cookies is Auctibles.com and entities implementing an advertising campaign on behalf of the Company, as well as entities examining and counting these campaigns. This data may be made available to trading partners of the above-mentioned entities.