

**Regulations for the provision of
RAFCOM B2B services
from 7th of February 2014**

§1 [General provisions]

1. Rafał Ziółkowski conducting business under the name RAFCOM Rafał Ziółkowski with headquarters in Warsaw at Małej Łąki Street 23/22, 02-793 Warsaw, NIP PL 9512057404, REGON 140226193 (hereinafter referred to as RAFCOM), is the owner of the website online to place orders for the Goods included in the RAFCOM offer, hereinafter referred to as the B2B Website.
2. Whenever these Regulations refer to:
 - a) Customer - this is understood as an entrepreneur within the meaning of the Act of July 2, 2004. on the freedom of economic activity having its registered office in the territory of the Republic of Poland. The customer can not be a consumer within the meaning of the provisions of the Act of 23 April 1964. Civil Code.
 - b) User - it means a natural person using the B2B Website, being a Customer or a person authorized by the Customer to use the B2B Website, including placing orders for Goods.
 - c) B2B Service - a web application used to support and service the sale of Goods. The B2B website is available under the domain <http://www.rafcom.waw.pl/b2b>
 - d) Goods - items offered by RAFCOM, the purchase of which by the Customer is enabled by the B2B Service.
 - e) Business days - days from Monday to Friday, excluding public holidays and non-working days indicated by RAFCOM. The list of non-working days indicated by RAFCOM, is published as part of Rafcom's website available under the domain <http://www.rafcom.waw.pl>
 - f) Customer Account - an account established on the B2B Website assigned to a specific Client.
 - g) Additional Account or Sub-Account - accounts created by the Client within the Client Account for individual Users, with the entitlements indicated by the Customer.
 - h) Table of fees - table published on the Rafcom's website in the FAQ tab, available under the domain: <http://rafcom.waw.pl/faq> or on the B2B Website in the Help tab, available under the domain: <http://rafcom.waw.pl/b2b/faq>, specifying the amount of fees and costs which the Customer may be required to pay.
 - i) Regulations - refers to the regulations contained in both these Regulations and other electronic documents referred to in paragraph 6, which form an integral part of these Regulations.
 - j) Trade Agreement - a commercial cooperation agreement concluded between RAFCOM and the Customer in writing or electronically defining the general terms and conditions of commercial cooperation between the Parties in the scope of RAFCOM's sale to the Customer of the Goods included in the current RAFCOM commercial offer and provision of access services to the Customer. B2B service and functionalities provided by it, of which these Regulations are Annex.
3. The B2B service is directed only to clients running a business in the Republic of Poland.
4. The Customer and the User, prior to using the B2B Website, are required to read and accept the content of these Regulations and in case of doubt it is recognized that using the B2B Website, the Customer and the User agrees to its content and accepts its terms, including expressing consent to the processing of personal data concerning them in the scope and on the terms specified in the Regulations.
5. Through the B2B Website, RAFCOM provides the following services:
 - a) placing orders and selling Goods,
 - b) using other functionalities of the B2B Website, including in particular:
 - I. Providing information on settlements related to the purchase of the Goods,
 - II. providing information on orders submitted via the B2B Website,
 - III. filing complaints and returns
6. Attachments to these Regulations being its integral part are:
 - a) Returns of Goods,
 - b) Complaint Regulations.

§2
[Registration]

1. The B2B website is made available to the Customer who has registered on the B2B Website.
2. As part of the registration process, the Customer completes the submitted application form and attaches the images of the following documents:
 - a) the image of the ID card (both sides) of the Customer if he/she is a natural person or persons representing the Customer,
 - b) power of attorney if the Client is represented by a proxy or if the representation does not result from data contained in publicly available registers and records,
3. RAFCOM reserves the right to oblige the Client to submit the documents indicated in paragraph 1 both at the registration stage and in the later period. 2 (in paper form in the original or confirmed as a true copy of the original) and additional documents, except those mentioned in paragraph 2 (in paper form in original or certified as a true copy of the original or in the form of an image recorded in electronic form), in particular illustrating the economic situation of the client, i.e. financial statements; current certificate of the competent head of the tax office confirming that the client is not in arrears with payment of taxes, or a certificate that he obtained the exemption, postponement or spreading overdue payments or suspending the execution of the decision of the competent authority in full; current certificate of the relevant branch of the Social Insurance Institution or Agricultural Social Insurance Fund confirming that the client is not in arrears with payment of social and health insurance premiums, or confirmation that he obtained legally required exemption, postponement or installment of overdue installments or suspension in full of the decision of the competent authority.
4. The Customer is obliged to provide data and send documents containing information in accordance with the actual and legal status and which fully illustrate the economic and economic situation of the client.
5. After completing the form, the Customer confirms by checking the appropriate box:
 - a) familiarizing with the contents of the Trade Agreement,
 - b) reading the Regulations with attachments,
 - c) reading the Information about the provision of services by electronic means,
 - d) expression consent to the processing of personal data, and accept their content by clicking the "Register" button.
6. As part of the registration process, an e-mail message will be sent to the e-mail address provided by the Customer - in order to authenticate the e-mail address, the Customer is obliged to click on the link indicated in the e-mail. By clicking on the link indicated in the preceding sentence, the Parties have legal effects indicated in § 5 para. 2 of the Trade Agreement.
7. After verifying the data provided by the Customer in the registration form and documents sent by the Customer, RAFCOM will provide access to the B2B Website, about which the Customer will be notified.
8. During the entire period of using the B2B Website, the Client is obliged to promptly inform the RAFCOM about any changes to the data provided in the registration form or documents referred to in paragraph. 2.
9. Providing by the Customer data that is false or inconsistent with the actual or legal status, failure to provide the documents and information referred to above by RAFCOM authorizes RAFCOM to block access to the B2B Website and suspend the services provided.

§3
[Using the Website]

1. Using the B2B Website is possible after logging in by entering the login and password.
2. The Customer may establish a sub-account for Users as part of the Customer Account, defining entitlements for each sub-account.
3. The Customer and Users undertake to keep their logins and passwords confidential, in particular those that provide the possibility of placing orders on the B2B Website.
4. The Client undertakes to ensure that the Users indicated by him will comply with the content of the Regulations and be fully responsible for the actions of Users.

5. It is forbidden to provide the Client or the User with unlawful, offensive content, untrue or misleading content, content containing viruses or content that may cause disruptions or damage to computer systems. If RAFCOM receives a reliable message about the unlawful nature of the data provided by the Customer or the User, RAFCOM may prevent access to this data. RAFCOM shall not be liable to the Customer for damage resulting from the unauthorized access to data. In the event of obtaining a reliable message about the unlawful nature of the data of the Customer or the User, he will notify the Customer about the intention to prevent access to the data.
6. Current information about the function and purpose of the software or data not being a component of the content of the service, entered by Rafcom to the ICT system used by the Customer and specific risks related to using the service provided electronically were published on the Rafcom web site in the FAQ tab shared under the domain: <http://rafcom.waw.pl/faq>

§4

[Information about Goods]

1. Descriptions and photos of the Goods contained on the B2B Website are for reference purposes and may differ from the actual ones. RAFCOM will make every effort to ensure that they are consistent with reality, however it does not guarantee that the published information does not contain errors or errors. Such faults or errors can not, however, be the basis for any claims on the part of the Customer. In case of any doubts, the Customer is obliged to contact RAFCOM before choosing the Goods in order to obtain relevant information and explanations.
2. The contents of the B2B Website, including information about the Goods and prices, do not constitute an offer within the meaning of the Act of 23 April 1964 on the Civil Code.

§5

[Price regulations]

1. All prices on the B2B Website are expressed in Polish zlotys (PLN) and are net prices (do not include VAT) unless it is clearly stated that the price is a gross price (including VAT).
2. The prices of the Goods do not include the costs of transporting the Goods to the Customer. This cost is added when placing the order and communicated to the customer as one of the elements of the order confirmation.
3. RAFCOM reserves the right to change at any time the prices of transport costs, prices of the Goods possible to order through the B2B Platform, changes or withdrawals of the Goods, adding new Goods and conducting promotional campaigns.
4. The prices of the Goods, transport and delivery costs in Warsaw are determined for each client individually.
5. The Client acknowledges and Rafcom reserves that the Prices of Goods and their availability are updated on an ongoing basis, and therefore Prices for Goods added to the Customer's basket and their availability may change as well, in which case, the Customer will be entitled to informed and asked to confirm the modified order.

§7

[Conclusion of the contract of sale]

1. The Customer or the User placing an order through the B2B Service, makes an offer to buy a specific Product on the terms that he chose when placing the order ("Customer Offer"). The offer is submitted when you click the "Order" icon.
2. Orders for purchase of Goods may be placed by the Customer or persons indicated by him - Users, whom the Customer, as part of the Sub-Account, granted the right to place orders. It is understood that the User to whom the Customer gave the right to place orders or any other person who, using the login and password of the Customer or an authorized User places orders for the Goods, is authorized to act on

behalf of the Customer and its actions are binding for the Customer, without the necessity showing any authorizations in this regard.

3. Based on the submitted Customer Offer, RAFCOM verifies the content of the Customer's Offer and the possibility of its performance under the proposed conditions, confirms the order by committing to its implementation by issuing an invoice, the image of which is visible on the B2B Website in the "Payments" tab ("Acceptance Orders"). The invoice confirms the acceptance by RAFCOM of the order for execution.
4. If the fulfillment of the order is possible only in part, RAFCOM will execute the order in this part, and in the scope of the unrealized part, will contact the Customer or the User in order to determine new conditions order or cancel this part of the order. If the execution of the order is not possible or is possible under other conditions than those specified in the Customer Offer, RAFCOM will contact the Customer or the User in order to set new order conditions or cancel the order. After determining the conditions of the order, RAFCOM issues an invoice, the image of which is visible on the B2B Website in the "Payments" tab, which confirms the acceptance by RAFCOM of the order for execution.
5. For orders processed via the B2B Service, the Customer or the User is notified by e-mail about the invoice issue.
6. RAFCOM may, at any time and without stating reasons, suspend or refuse to execute the order, also after the Order's Acceptance, but not later than until the Goods are released, which, without any additional statements, results in the RAFCOM being withdrawn from the sales contract. This right is due to RAFCOM within 21 days from the date of acceptance of the order. In this case, the Client is not entitled to any claims against RAFCOM.
7. As soon as the invoice referred to in paragraph 3 or paragraph 4, between RAFCOM and the Customer a contract for the sale of the Goods is concluded ("Sales Agreement"), resulting in RAFCOM's obligation to deliver the ordered Goods to the Customer and the Customer's obligation to collect and pay for the Goods. Other conditions of the sales agreement established in accordance with the previous sentence are indicated in the relevant provisions contained in (together): a) Regulations, b) the Civil Code.
8. RAFCOM shall act with diligence to ensure that the order processing proceeds smoothly and without unnecessary delay.
9. The Customer bears full responsibility for the actions of the Users or any other persons who, via the login and password of the Customer or the User, make orders for the Goods. The Customer bears full responsibility for all orders placed via the Customer Account irrespective of whether the order was placed by the Customer, the User or another person whom the Customer provided access to the B2B Website.

§8

[Payment for the goods]

1. Rafcom allows the following payment options for the Goods:
 - a) payment immediately after placing the order, based on a pro forma invoice,
 - b) payment on delivery of the Goods - delivery on delivery or upon receipt of the Goods directly from Rafcom,
 - c) trade credit - this option is available only at selected Clients with whom such terms have been set.
2. RAFCOM does not allow the sale of the Goods in installments.
3. If the payment is chosen directly after placing the order, the Customer is obliged to pay for the Goods immediately after placing the order, but not later than on the date specified in the invoice. In such a case, it is considered that the Sales Agreement was concluded under the condition precedent that the Customer will pay for the Goods in full and on the date indicated. The goods will be sent after confirming the full price of the Goods and transport costs to the bank account indicated on the invoice. In the absence of payment for the Goods in the indicated period, the Sales Agreement is terminated - it is assumed that the Customer has withdrawn from the Sales Agreement, however in this case RAFCOM is entitled to charge the Customer a handling fee in the amount indicated in the Table of Fees.
4. The payment shall be considered made when cash is credited to the RAFCOM account.

5. If the payment is chosen upon receipt of the Goods, the Customer undertakes to pay the full price of the Goods and transport costs to the person who, on behalf of RAFCOM, delivers the Goods. Lack of payment is the basis for refusing to release the Goods to the Customer and in such a case the provisions of para. 3 sentence 2 and paragraph 3 sentence 4, however, that the customer in such a case may also be required to incur, in addition to the fee, transport costs borne by RAFCOM.
6. In the event of a delay in payment, RAFCOM is entitled to charge statutory interest.

§ 9
[Buyer's credit]

1. There is a possibility of granting the Customer individual terms of payment by RAFCOM in the form of a trade credit.
2. The buyer's credit consists in particular in granting the Client a specific amount in which the Customer may make purchases with deferred payment for the delivered Goods. Each purchase made using a trade credit will reduce the value of the granted limit, while the payments made for the Goods acquired under the trade credit will increase its value, however, up to the currently allocated trade credit.
3. The terms of the trade credit are determined individually between the RAFCOM and the client, however its granting, change in the amount of the limit, suspension or withdrawal may take place at any time, without providing causes and is dependent on the unilateral decision of RAFCOM, in particular, however, in cases of a negative credit risk assessment of the client or delays in the repayment of obligations in relation to the deadline agreed with RAFCOM.
5. Before granting a trade credit, RAFCOM is entitled in particular to check the Customer at the Economic Information Bureau of the National Debt Register.
6. Information on the trade credit granted and its amount are available in the "Basket" tab and the "Payments" tab in the Customer Panel. If the value of the Customer's order exceeds the amount of the merchant's limit granted, the order will not be executed or will be executed in part - depending on the discretionary decision of the RAFCOM.
7. RAFCOM reserves the ownership of the sold and delivered Goods until full payment for the Goods has been made. The transfer of ownership of the Good to the Customer is subject to payment of the full amount due for the Good. The customer is obliged to bear the responsibility and risk associated with its loss or damage until the payment for the collected goods has been fully repaid. In the event of any damage, the customer will be obliged to compensate.

§ 10
[Delivery terms]

1. The B2B service allows you to choose one of the delivery forms. Currently available forms of delivery are defined in the "Basket" tab.
2. Personal collection consists in the fact that the Customer or the person indicated by him / her, receives the ordered Goods at the point indicated in the order, in hours and days in which the point is open.
3. Personal collection takes place no earlier than on the date indicated by RAFCOM. The customer will be informed about the date of receipt. The Customer undertakes to collect the ordered Goods within 2 business days from the date of receipt of the Confirmation of Order Acceptance.
4. If the goods are not picked up by the customer within 2 days from the date of placing the order - it is assumed that the customer withdraws from the purchase agreement. In this case, RAFCOM has the right to charge the customer a handling fee of 2% of the order value, but not less than PLN 20.0.
5. Delivery to the Customer consists in delivering ordered Goods by RAFCOM or via courier.
6. Rafcom is not responsible for delays resulting from the courier company.
7. It is assumed that the person collecting the Product at the place of delivery indicated by the Customer has been authorized by the Customer to collect it.
8. The Customer may stipulate that the Goods may be issued by name to the named person. The customer may indicate more than one person authorized to collect the Goods. The name of the person to be released The goods concern both personal collection and delivery to the customer. RAFCOM is entitled to withhold the release of the Goods to a person who has not been nominally indicated by the Customer.

In the event that the Product has not been delivered to the Customer due to the absence of the person authorized to collect the Goods indicated by the Customer, the Customer undertakes to return to RAFCOM all costs incurred in connection with the re-delivery of the Goods.

9. The goods are delivered to the address indicated by the Customer, selected from among the addresses defined by the Customer via the B2B Website.
10. The delivery of the Goods takes place exclusively on the territory of the Republic of Poland.
11. The indicative delivery dates to the customer are published on the B2B Website in the "Help" tab.
12. The cost of delivery shall be borne entirely by the Customer, unless otherwise agreed. Current delivery costs are published on the B2B Website in the Table of Fees. By placing an order, the Customer simultaneously accepts transport costs, which are added to the value of the order.
13. The risk related to damage or loss of the Goods passes to the Customer upon receipt of the Goods.
14. When collecting the Product, the Customer is obliged to check whether the Product does not have damage caused during transport and whether the Product is in accordance with the order. Any quantity or quality shortages of the Goods should be reported within 48 hours of receipt of the Goods. After this date, it is assumed that the Goods were delivered in a proper manner, in particular in terms of quantity and quality.
15. In the event of damage to the package in transport or damage to the outer packaging - the customer is obliged to write the report in the presence of the courier or refuse to accept the delivery.
16. In the event of any quantity or quality shortage due to the fault of RAFCOM, RAFCOM will cover the costs related to delivery to the Customer of the Goods in accordance with the Sale Agreement in accordance with the Goods Return Policy
17. In the event of late payment, the delivery of Goods may be suspended until all liabilities are settled. Client towards RAFCOM.

§ 11

[Guarantee and warranty]

Regulations regarding the warranty and warranty for the Goods are set out in the Regulations of the Complaint, which is Annex No. 1 to these Regulations.

§ 12

[Complaints and returns]

1. The procedure for complaints procedure is specified in the Regulations of Complaint, which constitutes Annex No. 1 to these Regulations.
2. The terms and conditions of returns of the Goods are set out in the Return Rules, which constitute Annex 2 to these Regulations.

§ 13

[Responsibility of RAFCOM]

1. RAFCOM shall not be liable for any consequences resulting from breakdowns or decreases in the efficiency of Internet connections and other technical inconveniences affecting the implementation and execution of the order.
2. RAFCOM shall not be liable for:
 - a) the manner in which the Customer or the User uses the B2B Website, or for any consequences resulting from it,
 - b) consequences resulting from the third parties' possession of the password and login of the Customer or User, regardless of the reason for this,
 - c) unlawful acts of third parties involving interference with the RAFCOM computer system, Client or User, in particular hacking and computer viruses,
3. RAFCOM is liable to the Customer only for the normal consequences of actions or omissions from which the damage arose, and repairing the damage does not include benefits that the customer could have

achieved if the damage had not been done to him. RAFCOM's liability to the Customer is limited solely to the damages that may be caused to the Customer by intentional fault. The liability for damages is also excluded on a tort basis. Irrespective of the legal basis or actual claim of the Customer, the total liability of Rafcom towards the Customer is contractually limited to the amount of the Price paid by the Customer for the Goods from the order with which the claim was related.

4. RAFCOM's liability shall be limited to the extent to which it is permissible, in accordance with the mandatory provisions of the generally applicable Polish law.
5. For all consequences resulting from improper completion of B2B forms by the Customer or the User, in particular consisting in providing incorrect or false data, the Customer bears full responsibility.
6. RAFCOM shall not be liable for the use of the B2B Website by the Client or the User in a manner inconsistent with the provisions of the Regulations or the generally applicable provisions of law.
7. RAFCOM is not responsible for non-performance or improper performance of its obligations arising from obstacles resulting from force majeure. Force majeure is understood as extraordinary events, regardless of RAFCOM or the Client, which RAFCOM or the Customer had no influence on, and which could not be predicted at the time the contract was concluded and whose existence or effects objectively prevent or limit the performance of RAFCOM's obligations towards the Customer. The example of force majeure is in particular: fire, flood, earthquake, warfare, martial law or emergency, civil unrest, blockade independent of the Party, strikes, acts of state and local government organs and institutions, destruction of RAFCOM property caused by factors and events from Independent RAFCOM (in particular fire, flooding, construction disaster). RAFCOM will inform the Customer about the occurrence of force majeure. RAFCOM will complete the diligence in performing the duties after the obstacles have been removed. If the force majeure lasts longer than 30 days, each Party has the right to withdraw from further implementation of the Agreement, without penalties and damages in this respect.

§ 14

[Restrictions on the use of the Website]

1. The Customer and the User undertake to:
 - a) use the B2B Website in accordance with the law, good practices, and in a way that does not violate the personal rights of third parties or the interests of RAFCOM.
 - b) use of the B2B Website in a manner that prevents insight and interference of third parties in the login and password of the Customer or User,
 - c) not taking any action that could damage the software used by RAFCOM or loss of data held by RAFCOM,
 - d) use purchased Goods in a manner permitted by law and also according to their intended use.
2. Rafcom informs and the Customer acknowledges that access to the B2B Website, individual functions or information provided by the B2B Website, may be temporarily or permanently limited by RAFCOM at any time and without giving reasons, in particular due to the Client's default in payments to RAFCOM or in connection with the violation of these Regulations.
3. The Customer and the User are not entitled to any copying, processing or use of materials placed on the B2B Website in whole or in part, without the prior written consent of RAFCOM under pain of nullity.
4. RAFCOM shall not be liable to the Customer or other entities for any lack or limited use of the B2B Website, in particular due to breaks caused by technical reasons (maintenance, inspection, replacement of equipment, etc.) or other circumstances beyond the control of RAFCOM, and dependent, in particular, from service providers.

§ 15

[Processing of personal data]

1. The administrator of personal data of Customers and Users of the B2B Website is RAFCOM.
2. Personal data of Customers and Users are processed in accordance with the Personal Data Protection Act (Journal of Laws of 2002, No. 101, item 926, as amended) in order to administer the Customer Account on the B2B Website as well as for informing about products and RAFCOM services, as well as to service and execute orders, as well as debt collection.

3. Each person has the right to access their data and correct them as well as to request their removal from the RAFCOM database. RAFCOM will not delete personal data at the request of the Customer or the User, if it will be entitled to further processing on the basis of the authorization contained in the generally applicable provisions of law.
4. Providing data is voluntary, but in some cases necessary for the implementation of the services ordered. The data necessary in the registration form are additionally marked.
5. The Data Administrator guarantees the use of appropriate technical and organizational measures to ensure the security of the Data being processed, in particular preventing unauthorized persons from accessing them or processing them in violation of the law, preventing data loss, damage or destruction.
6. The Administrator is obliged to disclose information about the Client and the User (and additional data, e.g. IP address) to third parties in the event that their disclosure is required by law. The information may be shared with other entities also for the purpose of claiming RAFCOM rights or for taking action against potentially illegal activities.
7. After the Customer has finished using the B2B Website, including the termination of the contract, refusal to accept the amendments to the Regulations, personal data of the Customer and Users may be processed only and exclusion to the extent specified by applicable law.
8. RAFCOM is entitled to provide relevant personal data of the Customer or the User to the extent necessary for sending the Goods.
9. The customer consents to the processing of personal data in electronic form, by checking the appropriate box of the registration form, as mentioned in §2 para. 5 of the Regulations.
10. The User consents to the processing of personal data in electronic form by checking the appropriate box in the communication window displayed at the first login to the Sub-account. If the User does not consent to the processing of his personal data, it will not be possible to use the Sub-Account.
11. If the Customer provides personal data, including Users, the Customer is obliged to obtain consent for the processing of such personal data, including the provision of RAFCOM.

§ 16 **[Cookies]**

The B2B website uses cookies. The condition for the cookies to work is their acceptance in the browser by entering the appropriate browser settings and not deleting them. If you do not accept cookies or delete them, you may not be able to use some of the website's functionalities. Using the B2B Website means that you agree to their recording or use in accordance with the information on the provision of electronic services, accepted by the Customer by ticking the appropriate field of the registration form, as mentioned in §2 para. 5 of the Regulations.

§ 17 **[Technical requirements necessary for cooperation with the ICT system]**

1. The Client and the User shall have at their disposal computer hardware and software that meets the following minimum requirements: a computer with an installed operating system (in particular Windows Vista or newer) and software (in particular a graphical web browser), providing Internet access and launching Internet browsers: Internet Explorer version at least 8, Firefox version at least 23, Opera version at least 12; enabled Cookies and Java Script support and a minimum 1024 x 768 monitor resolution. Data sent using an electronic form are protected by using a secure Secure Socket Layer (SSL) protocol based on the RSA public key algorithm and RC4 with a private key up to 128 bits.
2. Cookies are introduced into the ICT system used by the Customer and the User, i.e. small text files saved by the browser on the computer's hard drive, which contain information that identifies the connection and are deleted from the IT system after using the service provided electronically.
3. In the case of telephone contact, it is required to have a telephone with a tone dialing function.
4. In the case of contact in the manner indicated in §6 para. 9 of the Regulations is required to have a device with the function of sending faxes, to install additional software on the computer, in particular

communicators that provide communication via gadget or Skype protocol. To receive e-mails, an e-mail account is required.

§ 18

[Conditions for concluding and terminating the contractual relationship]

1. These Regulations form an integral part of the Trade Agreement, which defines the principles of terminating the contractual relations between RAFCOM and the Customer.
2. The legal consequences of ending the use of the ordered service or sales performance are also determined by the applicable legal provisions applicable due to the legal nature of the service provided and the factual circumstances.
3. The termination of the trade agreement is tantamount to blocking the Customer's access to the B2B Website with the expiry of the effect of termination of the Trade Agreement.

§ 19

[Final provisions]

1. These Regulations are available on the B2B website in the Help tab, available under the domain: <http://rafcom.waw.pl/b2b/faq>. The Regulations are made available free of charge in a way that allows any person to download, fix, reproduce and print them at any time.
2. The provisions of these Regulations shall apply to the extent that RAFCOM and the Customer in a separate agreement, in particular in the Trade Agreement, have not agreed otherwise.
3. Any disputes that may arise between the Parties on the basis of or in connection with the agreement concluded between the Parties pursuant to the Regulations, the Parties undertake to resolve amicably. In the absence of an amicable agreement within 30 days from the day the dispute arises, disputes between the Parties will be settled by the competent court of general jurisdiction due to the address of the headquarters of RAFCOM.
4. The law applicable to the Regulations and to agreements concluded on its basis is the Polish law.
5. The transfer of any rights or obligations by the Customer to RAFCOM to a third party requires the consent of RAFCOM expressed in writing under pain of nullity.
6. The individual titles of the paragraphs are used in the Regulations only for transparency and they do not affect the interpretation of the contract.
7. The invalidity or ineffectiveness of any of the provisions of the Regulations does not invalidate or ineffectiveness of the remaining provisions.
8. These Regulations have been established on the basis of art. 8 paragraph 1 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended).
9. In matters not covered by these regulations, the provisions of the Act of 23 April 1964 shall apply in particular. Civil Code.
10. These Regulations are effective from February 7, 2014.