GENERAL TERMS AND CONDITIONS
FOR THE PROVISION OF ELECTRONIC SERVICES
MYBOX.COM

I. GENERAL PROVISIONS AND DEFINITIONS

§ 1. Subject matter and scope of the General Terms and Conditions of Service

1. In this document, we define the rules, scope and conditions of the provision of services by electronic means by us as the Service Provider, in particular website hosting services, domain registration, e-mail services and services consisting in the resale or intermediation in the sale of services provided by third parties.
2. The General Terms and Conditions form an integral part of the Agreement concluded between us as a Service Provider and you as a Client.
3. Acceptance of the General Terms and Conditions is voluntary, but necessary to access the Panel and use the Services.
4. Services may be provided to both Consumers and Entrepreneurs, unless otherwise provided in the Terms of Service.
5. The Service Provider may use third parties in the performance of obligations arising from the Agreement.

§ 2. Definitions

The terms used in the General Terms and Conditions mean:

1) **Price List** – a list of rates for the provision of Services by the Service Provider to the Client, along with the scope of individual Services, available at https://mybox.com/pricing;
2) **Billing Documents** – an accounting document documenting the obligation to pay for the Service, including an invoice or a simplified billing document, if it is appropriate for documenting payment and tax due, or a pro forma invoice;
3) **DSA** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act);
4) **Client** – a natural person who is at least 18 years of age and has full legal capacity, a legal person or an organizational unit without legal personality, which is granted legal capacity by law, who has concluded or intends to conclude an Agreement with the Service Provider;
5) **Consumer** – a Client who is a natural person, acting for purposes not directly related to his business, trade, craft or professional activity;
6) **General Terms and Conditions** (**General Terms**)– these General Terms and Conditions for the provision of Services by the Service Provider to the Clients;
7) **Subscription Period** – the period for which, in accordance with the Agreement, the Subscription Fee is charged from the Client, resulting from the concluded Agreement;
8) **Subscription Fee** – a fee resulting from the Agreement and the Price List paid by the Client for the possibility of using the Services in a given Subscription Period;
9) **Panel** – a space dedicated to a given Client on the Website with a programming interface, enabling the Client to purchase, configure and manage the Services;

10) **Entrepreneur** – any Client who is not a Consumer who concludes the Agreement for purposes related to his trade, business, craft or professional activity;
11) **Service Terms and Conditions (Service Terms)** – the terms and conditions of the provision of a given Service by the Service Provider, to which these General Terms apply in unregulated matters;
12) **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
13) **Website** – the website available at https://mybox.com within which our Services are provided;
14) **Force Majeure** – an external, unforeseeable, impossible to prevent and independent event of the will of the parties to the Agreement, including: war, natural disasters, general strikes, failures of nationwide power or telecommunications networks;
15) **Content** – information transmitted or shared when using the Services, including Digital Content;
16) **Digital Content** – data produced and provided in digital form (e.g. computer programs, applications or texts);
17) **Service** – a service provided by the Service Provider to the Client in accordance with the Agreement concluded with the Client, on the terms and conditions specified in the Terms and Conditions of the Service and these Terms and Conditions;
18) **Digital Service** – a service that allows: (i) to produce, process, store or access data in digital form, (ii) to share data in digital form that has been transmitted or produced by the Consumer or other users of this service, (iii) other forms of interaction using data in digital form;
19) **Agreement** – a legal contract concluded by the Client with the Service Provider, based on the Service Terms and the General Terms, specifying the terms and conditions of provision of a given Service by the Service Provider;
20) **Service Provider** – a company governed by Polish law under the business name mybox Sp. z o.o. with its registered office in Poznań (60-529) at 77A Jana Henryka Dąbrowskiego Street, entered into the National Court Register under No. 0000881122; tax identification number PL7812017336.

II. CONCLUSION OF THE AGREEMENT AND VERIFICATION PROCEDURE

§ 3 Registration, Conclusion of the Agreement and Verification Procedure (KYC)

1. Before concluding the Agreement, the Service Provider allows the Client to familiarize themselves with the content of the General Terms and Conditions, Service Terms and Price Lists. In addition, after concluding the Agreement, the Service Provider sends to the e-mail address associated with the Panel the General Terms and Service Terms related to the Agreement.
2. The Agreement concerning a given Service is concluded on the terms and conditions set out in the Service Terms, by:
   1) filling in the form on the Service Provider's website;
   2) familiarization with the General Terms, the Service Terms and the Privacy Policy;
   3) expressing the will to conclude the Agreement by clicking on the "Order and pay" or "Order" button or equivalent, including through the Panel;
   4) confirmation of the will to conclude the Agreement through an alternative

communication channel (double opt-in), in particular by clicking on a link in an e-mail or by rewriting the code sent in an SMS message, if applicable to the Service purchased by Client;

5) making a payment for Paid Services.

3. In order to prevent abuse and ensure network security, the Service Provider reserves the right to verify the reliability of the data provided by the Client, both at the stage of concluding the Agreement and throughout its validity.
4. The verification referred to in paragraph 3 above may be carried out by the Service Provider in particular by:
   1) clicking on a link in an e-mail sent to the address provided by the Client, or
   2) rewriting the code sent in an SMS message to the phone number provided by the Client, or
   3) automated verification tools, which may include, for example, the execution of a verification transfer by the Client, where the data from the transfer must be fully consistent with the data in the registration form.
5. The Client accepts the possibility of verifying the data necessary for the provision of the Service by the Service Provider with the participation of external verification systems.
6. Failure to complete the verification of the Client in the scope of the data necessary to provide the Service or a negative result in the veracity of the Client's data may constitute the basis for refusing to provide the Service or for immediate termination of the Agreement due to circumstances attributable to the Client.
7. In case of suspicion of providing false data, the Service Provider has the right to suspend the provision of Services until the Client presents documents confirming identity or legal status.
8. The provision of the Service shall commence at the time indicated in the Service Terms, and if it has not been indicated in the Service Terms, no later than within 30 days from the date of conclusion of the Agreement for a given Service.
9. To conclude the Agreement, devices using the Internet via an up-to-date web browser are required. In some cases, you may need to accept cookies. Uploading files to and from the server is conditioned by the bandwidth of the Internet connection you have.
10. To use the Services, it is necessary to have an end device with a web browser and an Internet connection enabling access to the Website.

III. PAYMENTS, E-INVOICE AND DATA POLICY

§ 4 Payment Terms and Price List

1. Unless otherwise expressly stated in the Service Terms, the Services are provided for a fee in accordance with the Price List in force on the date of conclusion of the Agreement or renewal of the Service.
2. The Service Provider provides a link to the current Price List at https://mybox.com/pricing and guarantees its availability.
3. If you enter into an Agreement covering different Services, the term and Subscription Periods and payment terms for each Service are calculated independently.
4. The Client is obliged to pay the fees due for a given Service in a timely manner in accordance with the Price List applicable to the Client.
5. Any fees due for the provision of Services should be made to the payment account indicated in the relevant document issued by the Service Provider and made available to the Client or through the payment systems made available on the Service Provider's website.

6. Fees are due in advance. Fees are payable within the time limit indicated on the relevant Billing Document, but not shorter than 7 days from their issuance, subject to exceptions resulting from the Service Provider's offer, if the shorter deadline is a consequence of the specificity of a given Service.
7. The Client is obliged to provide complete, true and up-to-date data for issuing Billing Documents.
8. Billing Documents, other than a pro forma invoice, are issued by the Service Provider at the time of posting the payment.
9. Making a change to the Client's data in the Panel has an effect only for the future, i.e. the change in data will be visible only in the Billing Documents issued after the date of the change.
10. The Service Provider does not make corrections to invoices in the scope of changing the Client's data in relation to the Billing Documents already issued, unless such a necessity results from an obvious clerical or accounting error on the part of the Service Provider.
11. Billing documents are sent only electronically. Acceptance of the General Terms means consent to receive electronic invoices (e-invoices).
12. The date of payment of fees by the Client is the date of receipt of the full payment to the Service Provider's correct payment account or the Service Provider's receipt of authorization through the payment systems made available on the Service Provider's website.
13. The Service Provider has the right to charge the Client with statutory interest for delay on the terms set out in generally applicable regulations.
14. The Service Provider has the right to charge the Client who is an Entrepreneur with all costs incurred in connection with the recovery of receivables after the due date.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

§ 5 Obligations of the Service Provider

1. The Service Provider undertakes to provide the Services with due diligence, striving to ensure their continuity and stability.
2. The guaranteed level of Service Availability (SLA) may be specified in the Service Terms.

§ 6 Obligations of the Client

1. The Client undertakes to use the Services in a manner consistent with the law, good morals, General Terms and Conditions and Service Terms and Conditions.
2. The Client knows, understands and accepts that all Content related to the Client or the Services made available to the Client, including but not limited to digital, text, audio, software, photography, graphics and video data, is stored and transmitted, including transmitted and distributed by the Client at its sole and sole risk and its sole and sole responsibility.
3. By sending or making available the Content, including Digital Content, the Client submits to the Service Provider a statement that he/she is entitled to dispose of, use and share the Content, this Content does not infringe the rights of third parties, including moral rights, moral and property copyrights, industrial property rights and related rights, and where the consent of a third party is required in the light of the law, use, processing, sharing, transfer in relation to a given Content, has this consent.
4. It is prohibited to:
   a) upload, post, send, transmit or otherwise make available content that is illegal, harmful, offensive, harassing, defamatory, vulgar, obscene, invasive of privacy,

infringing on personal rights, constituting hate speech, including racist, communist, fascist, or content that violates the rights of a third party, including that violates confidential information, information proprietary or disclosed in the course of an employment relationship or on the basis of confidentiality agreements, including linking, embedding, hotlinking, redirecting to content external to the resources made available by the Service Provider;

b) harming, exploiting or attempting to exploit third parties;
c) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with that person or entity;
d) manipulating identifiers that conceal the origin of the Content;
e) upload, post, send or otherwise make available any unsolicited or unauthorized commercial information, advertising, promotional materials, "spam";
f) upload, post, send or otherwise make available material that contains software viruses or computer code, files or programs that is intended to interfere with, destroy or limit the functionality of any software, hardware or telecommunications equipment, accidentally or intentionally;
g) upload, post, send or otherwise share any broadcast or streaming material, including but not limited to live chat scenarios (externally hosted chats are allowed) or video streaming (externally hosted video streaming is allowed);
h) upload, post, send, or otherwise make available material related to keylogging, proxy services, IRC, or file-sharing systems;
i) upload, post, send, transmit or otherwise make available pornographic material;
j) upload, post, send or otherwise make available infringing material;
k) uploading, posting, sending or otherwise making available the Services to provide services of the same type as the Service Provider;
l) collecting or storing personal data without a legal basis;
m) using the Services to promote illegal activities;
n) upload, post, send or otherwise make available that constitutes harassment, attempted harassment, bullying, attempted abuse, harm or attempted harm to another person or group;
o) using another Client's Panel without consent;
p) providing false or false information when registering or updating Client’s data;
q) interfere or attempt to interfere with the proper functioning of the Service;
r) taking actions that result in an unreasonable or disproportionately large load on our servers or our network infrastructure, including cryptocurrency mining;
s) circumvent robot exclusions or other measures that restrict access to the Service or use software, technology or equipment to collect or manipulate data, phishing, malware, botnets;
t) circumvent, disable, or otherwise interfere with any features of the Service that prevent or limit the use of, or impose restrictions on, the use of the Service or the content available through the Service;
u) posting or linking to malicious content of any kind, including that intended to damage or disrupt another user's browser or computer.

§ 7 Suspension of the provision of Services

1. The Service Provider may suspend the provision of all or an appropriate part of the Services to the Client if:
   1) despite the request, the Client is late in paying all or part of the fees due;
   2) the Client violates or fails to comply with the material provisions of the General Terms and Conditions or the Service Terms and Conditions;

3) the Service Provider will receive an official notification of the unlawful nature of the Content stored by the Client, including Digital Content;
4) the Service Provider will receive reliable information about the illegal nature of the Content stored by the Client, including Digital Content;
5) the services provided to the Client are used for activities aimed at destabilizing ICT systems or are the object of such activities;
6) as a result of the verification carried out by the Service Provider, it turns out that the data provided by the Client are outdated or untrue, or when effective verification of the Client's identity will be impossible for reasons attributable to the Client.

2. The Service Provider calls on the Client to cease the violations described in paragraph 1 point 2 above, duly justifying such a request, before suspending the provision of the Services, unless the lack of immediate suspension of the provision of the Services will result in the risk of destabilization of the infrastructure of the Service Provider or third parties, or if the suspension of the provision of the Services results from the decision of an authorized authority.
3. Suspension of the provision of Services does not exempt the Client who is an Entrepreneur from fees in the amount due for the provision of Services during the period of suspension.
4. After exercising the right to suspend the Services referred to in paragraph 1 above, the Service Provider shall send the Client the justification of its decision, including:
   1) the facts and circumstances on the basis of which the decision was taken, including, where applicable, whether the decision was taken on the basis of a report made by a third party or on the basis of voluntary self-initiated verification activities and, where strictly necessary, the identity of the reporting person;
   2) where applicable, information about the use of automated means in decision-making, including whether a decision has been made with respect to Content detected or identified by automated means;
   3) if the decision relates to potentially illegal content, an indication of the legal basis on which the decision is based and an explanation of the reasons why the information in question is considered illegal on that basis;
   4) if the decision is based on the alleged non-compliance of the Content with the terms of use of the Services, an indication of the contractual basis on which the decision is based and an explanation of the reasons why the Content in question is considered to be inconsistent with that basis;
   5) clear and customer-friendly information on the possibilities available to the Client to appeal against the decision, in particular through internal complaint handling mechanisms, out-of-court dispute resolution and judicial remedies, where appropriate.

§ 8 Personal data

1. The rules for the processing of personal data by the Service Provider are specified in the Privacy Policy.
2. The Service Provider collects and processes personal data for the purpose of concluding and performing the Agreement and in order to perform the legal obligations incumbent on the Service Provider.
3. To the extent that the Service Provider decides on the purposes and methods of personal data processing, it is the administrator of such personal data. The processing of the Client's personal data is carried out in accordance with the GDPR, taking into account other provisions of generally applicable law.

4. If the Client intends to use the resources made available by the Service Provider to process personal data in the role of personal data administrator (within the meaning of Article 4(7) of the GDPR) or processor (within the meaning of Article 4(8) of the GDPR), then the Client is obliged to immediately conclude an agreement with the Service Provider to entrust the processing of personal data. The Service Provider, as part of the Panel, enables the conclusion of an agreement for the entrustment of personal data processing in an electronic manner in accordance with Article 28(9) of the GDPR.

V. RESPONSIBILITY OF THE SERVICE PROVIDER

§ 9 Limitation of Liability

1. In relations with Clients who are Entrepreneurs, the Service Provider's liability for non-performance or improper performance of the Agreement is limited to the amount of actual damage, excluding lost profits.
2. The upper limit of the Service Provider's liability towards Entrepreneurs is limited to the amount equal to the Subscription Fee paid by the Client for the Service in the period of the last 3 months preceding the harmful event, and if the period of provision of the Service was shorter – for this period, whereby in the case of Subscription Fees for the Subscription Period of 12 months, the upper limit of the Service Provider's liability towards Entrepreneurs is limited to the amount equivalent to 25% paid Subscription Fee.
3. The Service Provider is not responsible for:
   1) content stored and transmitted by the Client;
   2) data loss caused by the lack of backup on the Client's side;
   3) Internet outages;
   4) refusal to register a domain by a third party for reasons beyond the control of the Service Provider;
   5) access of unauthorized persons to the information placed in the disk space made available to the Client, when it results from circumstances attributable to the Client;
   6) loss of data caused by the Client's action or omission.
4. The Service Provider shall not be liable for the actions or omissions of the Clients, nor for the improper performance or non-performance by the Clients of the agreements concluded with their Clients, in particular it shall not be liable for the quality, security, legality, truthfulness and reliability of the information provided by the Clients.

§ 10. Service Provider's Liability for Content

1. The Service Provider is under no obligation to monitor the stored Content.
2. The Service Provider is not responsible for the stored data, unless:
   1) has reliable knowledge of their unlawful nature and does not take immediate action to remove them;
   2) received an official order to remove the content.
3. The Service Provider enables anyone to report Content which, according to the reporting entity, constitutes illegal content, and which content is made available using the Services provided by the Service Provider. Applications may be sent electronically to the following address of the Service Provider: abuse@mybox.com .
4. In order for the application to be considered effectively submitted, it must include:
   1) a sufficiently substantiated explanation of the reasons why the person or entity concerned alleges that the relevant information constitutes illegal content;

2) a clear indication of the exact electronic location of the information, such as the exact URL or URLs, and, where applicable, additional information to identify illegal content, according to the type of content and the specific type of hosting service;

3) the name and surname or the name and e-mail address of the person or entity making the report, except for the report concerning information considered to be related to one of the offences referred to in Articles 3-7 of Directive 2011/93/EU of the European Parliament and of the Council of 13 December 2011 on combating the sexual abuse and sexual exploitation of children and child pornography, replacing Council Framework Decision 2004/68/JHA;

4) a statement confirming the good faith belief of the person or entity making the report that the information and allegations contained therein are correct and complete.

5. The notification is first analysed in terms of correctness. The Service Provider shall, without undue delay, notify the notifying entity referred to above of its decision with regard to the information to which the notification relates, providing information on the possibility of appealing against the decision taken.
6. After analysing the notification referred to in paragraph 4 above, if the circumstances confirm the occurrence of a violation, the Service Provider shall take the actions specified in § 7 sections 2 – 4 of the General Terms and Conditions.
7. The Service Provider has the right to retain and make available to third parties all data concerning the Client to whom the notification relates, together with the IP address used from which a specific action was taken, in the event that the law so requires, also after blocking or removing access to the Panel for the Client.

VI. CONSUMER RIGHTS

§ 11 Right of withdrawal

1. The Client, who is a Consumer, has the right to withdraw from the Agreement concluded remotely within 14 days of its conclusion, without giving a reason and without incurring costs, subject to paragraph 2.
2. The right of withdrawal referred to in paragraph 1 shall not apply in the case of the Agreements:

   1) for the provision of Digital Content for which the Consumer is obliged to pay a price that is not recorded on a tangible medium, if the performance of the service has begun with the express and prior consent of the Consumer, who has been informed before the start of the service that after the performance of the service he will lose the right to withdraw from the Agreement, and has acknowledged this, and the Service Provider has provided the Consumer with a confirmation of receipt of such consent and loss of the right to withdraw from the Agreement by the Consumer;

   2) for provision of Services, if the Service Provider has fully performed the Service with the express consent of the Consumer, who has been informed before the commencement of the provision that after the performance by the Service Provider he will lose the right to withdraw from the Agreement for the provision of Services (including Digital Services), for which the Consumer is obliged to pay the price, if the Service Provider has fully performed the Service (including the Digital Service) with the express and prior consent of the Consumer, who was informed before the commencement of the service that after the performance of the service by the Service Provider he would lose the right to withdraw from the Agreement, and took note of it.

3. The Consumer is entitled to terminate the Agreement with immediate effect if the Service Provider introduces changes to the Digital Service or Digital Content that significantly and

negatively affect the Consumer's access to or use of the Digital Content or Digital Service. The Consumer may terminate the Agreement in the case described above within 30 days from the date of making this change or within 30 days from the date of informing the Consumer about this change, if the notification took place later than this change. The Consumer shall not be entitled to terminate the Agreement if the Service Provider has provided the Consumer with the right to retain, at no additional cost, the Digital Content or Digital Service in accordance with the Agreement, unchanged.

4. In order to exercise the right of withdrawal, the Consumer must submit an unambiguous declaration of intent. A template of the statement on withdrawal from the Agreement by the Consumer is Appendix No. 1 to the General Terms and Conditions.
5. None of the provisions of the General Terms and Conditions or the Service Terms and Conditions excludes or limits the Consumer's rights under the provisions of generally applicable law.

§ 12. Complaint Procedure

1. The Client has the right to file complaints in matters concerning the Services.
2. Complaints should be submitted in writing or electronically (via the Panel or e-mail).
3. The complaint should include: the Client's identification data, a description of the subject of the complaint and the Client's request.
4. The Service Provider considers the complaint within 14 days of its receipt. In the case of Consumers, the answer will be provided within the time limit in accordance with the applicable regulations.
5. The Client will be notified of the result of the complaint by the way in which the report was received.

VII. FINAL PROVISIONS

§ 13. Changes to the General Terms and Conditions

1. The Service Provider reserves the right to:
   1) changes in the parameters and functionality of the Panel for the better;
   2) change the usability features and capabilities of the Website, in particular the scope and type of Services and its functionalities to be more beneficial for the Clients;
   3) periodic shutdown of the Website, in particular related to its modification, maintenance and repair;
   4) deleting the entire content of the Website's servers for important reasons or completely ceasing to provide the Services, after prior notification to the Clients on the Website's pages;
   5) cease to provide Services within the Website in relation to the Client who violates the provisions of the General Terms and Conditions or the Terms and Conditions of the Service;
   6) ceasing to provide free Services on the Website, after prior notification to the Clients on the Website, indicating the period in which the Client may change the terms of the Service to a paid one, or the free Service will be switched off.
2. The Website reserves the right to make changes to the General Terms and Conditions for important reasons, i.e.:
   1) changes in legal provisions;
   2) change the way the Services are provided;

3) changes to the Website's data, including e-mail address, telephone number;
4) improve the security of the Services provided;
5) changes in the functionality of the Services;
6) improving the quality of the Services provided;
7) changes in the costs of maintenance and operation of the Website.

3. Clients will be notified of changes to the General Terms and Conditions by e-mail at least 14 days in advance.
4. The Client has the right not to accept the changes and to terminate the Agreement before the changes come into force. Failure to terminate means acceptance of the new Terms and Conditions.

§ 14 Governing Law, Language and Dispute Resolution

1. The provisions of the Terms of Service – in relation to a given Service – take precedence over the provisions of the General Terms and Conditions that differ from them.
2. The law applicable to the Agreement is Polish law, subject to the mandatory provisions of law concerning the protection of Consumers according to the law of their place of residence.
3. Any disputes will be settled amicably. In the event of disagreement, the court competent for Clients who are Entrepreneurs is the court competent for the Service Provider's registered office. Disputes with Consumers are subject to the jurisdiction of the courts in accordance with generally applicable regulations.

§ 15 DSA - Contact Point

1. The Service Provider shall establish a contact point that enables the authorities of the EU Member States, the EU Commission and the Digital Services Board to communicate directly with the Service Provider on matters related to the implementation of the obligations arising from the DSA. The communication in question may take place via the following address: abuse@mybox.com or the form available on the Service Provider's website. Communication conducted within the contact point is conducted in Polish, Romanian or English.

Appendix No. 1

WITHDRAWAL FORM
To: mybox Sp. z o.o., Jana Henryka Dąbrowskiego 77A, 60-529 Poznań, Poland, E-mail: help@mybox.com
Content: I hereby inform you of my withdrawal from the agreement for the provision of the following service:.....
Date of conclusion of the agreement:.....
Consumer Name:.....
Consumer address:.....
Data:.....
Signature:..... (only if the form is submitted in paper form)